City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Council Agenda

City Council

Tuesday, August 5, 2025 | **5:30 PM** | **Municipal Center, 300 S. Church**

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

Council Chambers, Municipal Center

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

2. PLEDGE OF ALLEGIANCE AND INVOCATION

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

4. SPECIAL PRESENTATIONS

5. CONSENT AGENDA

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

MIN-25:062 MINUTES FOR THE CITY COUNCIL MEETING ON JULY 15, 2025

Attachments: CC Minutes 07152025.pdf

RES-25:093 A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH BRACKETT KENNERICH & ASSOCIATES, P.A. TO PROVIDE ARCHITECTURAL SERVICES FOR THE 911 AND REAL TIME CRIME CENTER PROJECT

Sponsors: Engineering, Police Department and Mayor's Office

Attachments: 911 Crime Center.pdf

Legislative History

7/29/25	Finance & Administration Council Committee	Recommended to Council

RES-25:094 A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH BRACKETT KENNERICH & ASSOCIATES, P.A. TO PROVIDE ARCHITECTURAL SERVICES FOR THE WINTER WONDERLAND RENOVATIONS

Sponsors: Engineering

Attachments: Winter Wonderland Agreement.pdf

Legislative History

7/29/25 Finance & Administration Council Committee — Recommended to Council

RES-25:095 A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO APPROVE THE ATTACHED FEE PROPOSALS FOR ADDITIONAL SERVICES FOR THE EAST JOHNSON AVENUE (STATE HIGHWAY 91) SIDEWALKS & LANE RECONFIGURATION PROJECT

Sponsors: Engineering

Attachments: Johnson Ave Sidewalks_Lane Reconfiguration Const Plans.pdf

Johnson Ave Sidewalks_Lane Reconfiguration Construction Services.pdf

Legislative History

7/29/25 Finance & Administration Council Committee — Recommended to Council

RES-25:097 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

Sponsors: Code Enforcement and Finance

Attachments: 01. 2612 Crawford Dr_Notice of Violation.pdf

02. 2612 Crawford Dr_Billing Reqeust.pdf

03. 2612 Crawford Dr_Invoice.pdf

04. 2612 Crawford Dr_Council Notice.pdf

Legislative History

7/29/25 Finance & Administration Council Committee — Recommended to Council

RES-25:098 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 211 PINE, PARCEL 01-144074-02600, OWNED BY REGINA STEELE IN THE AMOUNT OF $315

Sponsors: Code Enforcement and Finance

Attachments: 01. 211 Pine_Notice of Violation.pdf

02. 211 Pine_Billing Request.pdf

03. 211 Pine_Invoice.pdf

04. 211 Pine_Council Notice.pdf

Legislative History

7/29/25 Finance & Administration Council Committee — Recommended to Council

RES-25:099 A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO A TRANSIT SERVICE AGREEMENT WITH ARKANSAS STATE UNIVERSITY AND TO AMEND THE FY2025 BUDGET TO ALLOW FOR THE ADDITION OF FOUR FULL-TIME DRIVERS AND TWO FULL-TIME PARATRANSIT DRIVERS

NECESSARY TO PROVIDE REQUESTED SERVICE LEVELS AS A PART OF THE AGREEMENT

Sponsors: JETS

Attachments: Contract for Provision of Public Transportation Services

Legislative History

7/29/25	Finance & Administration Council Committee	Recommended to Council

RES-25:100 A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MOTOROLA SOLUTIONS, INC. TO ADD THE RADIO MANAGEMENT CLOUD HOSTED SUBSCRIPTION TO THE CITY OF JONESBORO SYSTEM FOR JONESBORO EMERGENCY SERVICES

Attachments: Radio Management Proposal

Legislative History

7/29/25	Finance & Administration Council Committee	Recommended to Council

6. NEW BUSINESS

ORDINANCES ON FIRST READING

ORD-25:025 AN ORDINANCE BY THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE

Sponsors: Engineering

Legislative History

7/15/25	Public Safety Council Committee	Recommended to Council

ORD-25:028 AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF JONESBORO TO ADD SECTION 50-40 ENTITLED PARK RANGERS

Sponsors: Mayor's Office and Code Enforcement

Legislative History

7/15/25	Public Safety Council Committee	Recommended to Council

ORD-25:029 AN ORDINANCE FOR THE APPROVAL OF AN APPLICATION FOR A PRIVATE CLUB PERMIT FOR SHJ CONCEPTS, INC. DBA BRIDGE STREET BREWERY OF JONESBORO.

Attachments: Bridge Street Brewery Private Club Permit_Redacted

Publication Receipt

7. UNFINISHED BUSINESS

ORDINANCES ON SECOND READING

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

Attachments: Private Club Permit_Redacted
Publication Receipt

Legislative History

7/15/25	City Council	Held at one reading

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

Attachments: Zoning Application
Certified Receipts
Redemption Deed
Rezoning Plat
Rezoning Signs
Warranty Deed
Staff Summary
Publication Receipt
MAPC Minutes

Legislative History

7/15/25	City Council	Held at one reading

ORDINANCES ON THIRD READING

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

Sponsors: Engineering

Legislative History

6/17/25	Public Safety Council Committee	Recommended to Council
7/1/25	City Council	Held at one reading
7/15/25	City Council	Held at second reading

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

Attachments: Application
Certified Mail
Plat
Property Deed
Rezoning Information
Rezoning Sign
Staff Summary
MAPC Minutes
Publication Receipt

Legislative History

7/1/25	City Council	Held at one reading
7/15/25	City Council	Held at second reading

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

Attachments: Application
Certified Mail Receipt
Cover Letter
Property Owner Notification Letter
Property Owner Notification
Rezoning Plat
Rezoning Signs
Staff Summary
MAPC Minutes
Publication Receipt

Legislative History

7/1/25	City Council	Held at one reading
7/15/25	City Council	Held at second reading

8. MAYOR'S REPORTS

COM-25:030 JUNE 2025 FINANCIAL STATEMENTS

Sponsors: Finance

Attachments: June 2025 Financials.pdf

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

Text File

File Number: MIN-25:062

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: City Council

File Type: Minutes

MINUTES FOR THE CITY COUNCIL MEETING ON JULY 15, 2025

City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes
City Council

Tuesday, July 15, 2025 | **5:30 PM** | **Municipal Center, 300 S. Church**

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

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

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL (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

Mayor Harold Copenhaver said, Danny, if you would please come forward. Council, I think it's an integral part and I think it's important every year that we do a proclamation on behalf of a Park and Recreation month that we have had in the City of Jonesboro. So, Danny, if you had would. This is for you and all your staff and everybody that assists throughout the year, as we have a lot of part-time's and volunteers. Recreation is an integral part in communities throughout this city, including Jonesboro, Arkansas. It promotes health and wellness, physical, and mental health of people who live near parks. Parks encourage physical activities by providing space for popular sports, hiking trails, swimming pools, and many other activities designed to promote active lifestyles. Our Parks and Recreation Department is a leader when it comes to healthy meals and nutrition services and education in the city of Jonesboro. We educate through activities, such as out of school timing program for youth sports and environmental education. They are critical to childhood development. It is essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change. The parks and natural recreation areas ensure an economical beauty for our community and provide a place for children and adults to connect with nature and recreate outdoors. The U.S. House of Representatives has designated July as Parks and Recreation Month, and so, I, therefore, Harold Copenhaver, Mayor of this great City of Jonesboro, by the virtue authority vested me by the laws of the State of Arkansas, do declare, July 2025, Parks and Recreation Month in Jonesboro, Arkansas. Thank you, Danny. We appreciate all of your employees and your service. Thank you.

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

Attachments: Comprehensive Master Growth Plan

Mayor Harold Copenhaver said, okay, Council, thank you for allowing me that time of

that presentation. Now, we'll move on to special presentations on item number four. And this is something that has been in discussion for many, many years. And in 2022, the city began the process of selecting a firm to produce a master growth plan for Jonesboro and to help provide a roadmap for sustainable, smart growth for our community. The last comprehensive plan approved by Council was about 30 years ago. After a firm was selected, the project was ultimately tabled as a piece of a capital, larger improvement plan to focus on finishing some long standing projects that were included either and have been recently passed by revenue bond or funded via ARPA funding or budget funding. Now, as we turn the page toward the next step, and planning for years to come, I believe it is critical that we invest in a comprehensive process that includes professional research, indepth public input, stakeholder feedback, and Council and city staff participation to craft a vision for what we want Jonesboro to look and operate like as a city for the next 15 to 20 years plus. Over the last five years, we've made wise investments in road maintenance program, a master parks plan, revisited, updated, and began implementing our connectivity plan. A plan is no good, though, if you don't follow it. And, so, we would certainly need to work together to create a plan that is attainable and practical. Jonesboro faces some unique challenges, but we can't just use them as an excuse and not find ways to invest long term. Tonight is just a presentation about the process, what we can expect to get out of the comprehensive plan and some clarification on what makes this plan a worthwhile investment. So, now, over to the floor, the representatives. I would like to have them come up from DPZ and Crafton Tull. We have Julie Kelso, Dave Roberts, and Matt Lambert is joining us, I believe, online from DPZ. You do have the floor.

Dave Roberts said, thank you, Mayor. We've got some slides I think. Matt, are you going to run the slides on your end. Sorry for the hiccup. We apologize for this. Technology is great when it works. My name is Dave Roberts. I am with Crafton Tull. We are going to tap dance just for a few minutes while we get everything straightened out. This is Julie Kelso. We both work for Crafton Tull in the Little Rock office. But, if you remember, we've got a Jonesboro office here. So, we are your local on the team. The face that you saw earlier is Matt Lambert. He's with DPZ. DPZ's going to be the team that leads this effort. Their firm does these all the country. He's actually in Bentonville right now. He flew into Bentonville for some meetings and couldn't get over here in time. So, yeah, he landed at 4:30 p.m. So, I'm sure Matt will probably tell us when he can hear us speaking. So, we have a short presentation just to show you the process of a comprehensive plan. You may remember seeing me two years ago. I was in front of some of you that were on the council back then. Matt can hear so now we just need to see our slides. Matt, can you share the slides? And since we have introduced, we can skip to the second slide. Okay, so these are the team members, DPZ is Matt Lambert. They will lead the planning effort. Julie and I are with Crafton Tull. And, then, Urban 3, they'll do the economic analysis, and they work with DPZ all over the country as well. And, by the way, DPZ and Crafton Tull have worked together on three or four comprehensive master plans now. So, it's not that we put the team together just for this. We know your town from doing work here and we work with them on other projects. So, Matt, next slide.

Matt Lambert said, we also happen to be working right now with Urban 3 and Crafton Tull over in Northwest Arkansas, which is where I had to be today. So, I just had to get out of here, out of meetings here in Bentonville. But, DPZ, just for a little bit of background, we've been focused for a long time about 45 years or so working on cities and downtown revitalizations, new neighborhoods, neighborhood revitalization, transportation, corridors, all sorts of things related to the built environment, but really with the focus on just finding the ways to make places work for the people that live there and make places that people love and that is really our focus. We've written all about it. To share this sort of information to try to help folks, cities across the country

and internationally, make changes so that they can improve, they can thrive. And, so, we've worked in all sorts of places, big and small, towns with universities, places without, rural, urban. Really, with this focus on the quality and character and place and the people that live within them, so they can really have places to thrive, to gather, to build community. And, that involves a whole bunch of technical stuff, so it's not always, you know, happy pictures, it's all the technical comprehensive plans and zoning codes and engagement strategies and all that sort of stuff that goes behind it. So, you know, we thrive at doing this, working in this technical realm so that we can bring the engagement and the sort of quality outcomes and goals for for the community.

And again, my name is Julie Kelso and I'm with Crafton Tull. As Dave mentioned, we do have an office here in Jonesboro. Dave and I are located in our Little Rock office and that's where our planning team is located. So, Crafton Tull is a multidisciplinary firm. We have about 300 employees and our planning services, we do comprehensive plans, urban design plans, corridors, active transportation, lots of things that would go into a comprehensive plan. We do those specifically separately from comprehensive plans, including things like Parks and Recreation plans like you all just recently completed. So, we have about ten offices across three states and we're located all around you. So, we're here boots on the ground. As I mentioned, we are a multi-disciplinary firm. So, we have architecture, engineering, landscape architecture survey. We do active transportation planning, education. We offer environmental services. So, really we are a full spectrum multidisciplinary firm. But, in terms of this project, we'll really be looking at from our perspective, balancing the natural cultural and built environments in and around Jonesboro. So, you know, while we've got all of the growth and development strategies that are vitally important, we also focus on a lot on placemaking and what your natural environment says, what culturally you all are as a community, and how those things, and infrastructure things all tie in together to create your comprehensive plan.

Mr. Lambert said, so, from the data perspective of Urban 3, we include them because they bring this valuable analysis that really looks at the way that your land uses and comprehensive plans have a lot to do with land use and also transportation which go hand in hand. But, they really look at land use, what's built on the ground, and whether or not those are contributing financially to benefit the city. So, overall, are your buildings producing the right amount of property tax and sales tax to pay for city services, police and fire, for the parks and transportation and maintenance that you all need. So, they bring this analysis parcel by parcel, looking at everything in the city so we can see, you know what places perform and how we also compared to other places in the state. How might these places perform better and how does that engage the bottom line for the community? So, one example is looking specifically at the property and the sales tax return on different formats of housing and commercial and mixed use development to determine what really is best for the bottom line in the city. So, I do want to touch on some work that we have done with Urban 3 recently here Bentonville, where I am right now. We looked at their future land use plan, that growth, and this set of images projects their population growth that their current pattern, which would add about $1.6 billion worth of new infrastructure liability in the future and basically take up the entire land of the city as opposed to other forms of growth, which cut down that amount of long term infrastructure liability and leaving some open space in the city. But, combined with our work, we're able to sort of visualize how might that work today, the existing land use, what is the city look like from that perspective of growth in different places and patterns? And, if we continued the growth as we have or grow in different future scenarios, what does that mean in terms of the character of the community and the bottom line? So, in this case, we built a fiscal balance sheet for these four scenarios of growth, the existing conditions, which was negative as there's a lot of infrastructure liability on the line. But,

continuing to grow as they had been, would have continued that further into the hole, but we can take a strategic path forward, which we've done to exchange land use patterns and provide a fiscal surplus to pay for future city services. We look at from the municipal budget standpoint. What's coming in and where is it going? And, then the amount of land in the city that's developed to determine, you know, are we getting the types of development that's going to pay for the roads and water and the stormwater, parks, police, fire, and so forth.

We looked at different types of housing at all different scales and in Arkansas sales tax really drives quite a lot. But, we did find that property tax even here was able to begin to pay for housing once you got to a certain scale. So, there's really a balance between your future land use and if we grow in one way or another. So, for that we looked also at housing supply and demand. This has due with who's living there now. What is the projected growth and what sorts of, sort of breakdowns of that population. What are they looking for? Are they looking for homes for sale or rent, or are they looking for townhomes or apartments? Do they want to be near downtown or do they want to be further away? And, really look at this sort of land use zoning condition is the market operating properly here? We saw it oversupplied in one area by a land use, not footing the bill and supplied by another land use which is actually able to pay its fair share. And, we broke that down in the future land use categories so the future plan looked at neighborhood centers and walkable neighborhoods or their traditional and suburban neighborhoods and the sort of data supplied with that houses, the infrastructure and the tax balance that they got from those. And, we really found that it's true investing in your downtown pays dividends because this will help overcome even areas that aren't providing sufficient tax revenues to cover their needs. So, overall, we looked in this condition, in Bentonville, we are doing this sort of analysis elsewhere. Two, the future land use to see, can we get a balance? Can we get a cash surplus by providing housing and places of the type in the future growth of the city that are what people are looking for, but are also footing the bill. And, again, investment in places that people love like downtown. And the goal is really building some fiscal policy that's based on instituted growth. Are we growing in a way that supports the city long term? And, that's really why we looked to that data from Urban 3 because it helps us really get to this purpose of why are we looking at comprehensive growth? What does future land use really mean? The types of places, you know, those sorts of illustrations? What is the character of the city in the future? But, also is that going to be a fiscally responsible way to grow? And, then, in addition, how do we support that with transportation and parks and all the other things that we focus on quite a bit in master planning? So, you know, that's one example of many types of sort of comprehensive master plans or zoning codes that I'll tie into this land use zoning market, but also community character mix that we have to sort of analyze and work with you all to determine what's the best outcome? What is it that Jonesboro is looking for to become in, you know, 20 years, what is the trajectory so we can set the right path? So, we are going to walk through the work plan phases and Julie's going to start us out with the first phase on community engagement.

Ms. Kelso said, so as you see here, we've got the project broken into four phases. The reason we have community engagement is that phase zero is because everything else works chronologically, but community engagement happens throughout. How do we start to answer these questions? How do we decide what scenarios need to be tested? How do we want the community grow? That's not something that we as a team, bring in to you all. That's something that is 100% community driven. That's something that is part of a very robust community engagement process. And, so, we will work with you to develop a public engagement plan and strategy. That happens in a couple of different ways. Number one, in person engagement opportunities. So, as you see here, we've got a lot of different formats that we'll use for public engagement, whether it's a formal public meeting or whether

it's popup events at festivals or other community gatherings, whether it's one on one stakeholder interviews, or walk audits, things that get people out in the community looking and thinking about the community on the ground. Or whether we are meeting people online. So, on the next slide, we show us some of the tools that we'll do for online engagement. We can use GIS story maps and get interactive engagement through mapping where people who can go in and place points and draw lines and leave comments and say, here's what's an issue in my neighborhood or here's what I would like to see in downtown. We also have community surveys and all types of exercises that we will run in that online format, so that people have a way to engage with us, that they're comfortable with doing. And, on the next slide, we have the ability to offer project dashboards or websites where we can take those metrics, we can take those, that data and that feedback that we receive and we can push it back out in the public, so everyone can see what the outcomes are of what we're hearing. And then that's a nice, really kind of checks and balance of, are we hearing correctly what the community is saying and what the community really wants to see? So, in the next slide, some of are in person engagement, we will be talking with different types of groups of folks whether that is our community leadership, whether that is technical groups that maybe have a specialization in things such as public safety or health or education, and then as well, as our community advisory groups. So, advocates and other community stakeholders. On the next slide, this project is really built around the community charette, and that's another word for community workshop. And we'll talk about that here in just a few more minutes. But, that is a seven day week long, on the ground, here in Jonesboro workshop where we've got design professionals setting up the studio and doing work and interacting with the community for the entire week. And so, we'll talk more about what that looks like here in just a minute. So, that's the first piece.

Mr. Lambert said, the next piece is inventory analysis outreach. This is really understanding the data of the community and that really begins with all the plans that you all have already done and a lot of what a comprehensive plan is about. The reason it is comprehensive is that we need to pull all of these plans together and see what have you done, what have you not done? Why? Are they still going to make sense once we're engaging with the community going forward? And so, rather than having a series of plans that are not fully coordinated, we are coordinating those together with community engagement. We're also doing diagnostics of the physical reality of the built environment. What is it like to walk in downtown? Is every block great? Where are there are opportunities for improvements? How about other portions of the community? Is it easy to or safe to walk to school for kids or to go to the park? And, how does that differ in one part of the city versus others? Growth over time, access to amenities, these sorts of built environment types of analyses, and also demographic analyses and projections. What is housing and income and population look like? How are people moving around the city? Where are they coming from? How is the population changing over time? Those sorts of background demographics that help us understand where you're at and where you're going from a data standpoint. And, as I discussed from Urban 3, looking at that, that value per acre, or you're like, what is being produced? What is most productive and how do we provide more of that and sort of balance out places that may be less so? A big piece on this first phase and it's really tied to engagements. As Julie said, engagement is all the way through. This is kind of breaking down in this first phase, what are we doing on engagement? This is 101 meetings, so with the specific individuals, community leaders, organizational leaders during ward meetings and public presentations and the surveys that Julie had mentioned. And then, on from there into a short planning. This isn't the charrette, but figuring out what do we do during the charrette? It's not a canned thing we want to learn from all those focus meetings, the one on ones, what everyone's goals are, what the concerns are so we know where to focus because we can focus on lots of areas. We focus on downtown and health and wellness as shown

here, on mobility and connectivity and technology. We will focus a lot on special projects during that phase two. So, Julie's going to walk us through phase two.

Ms. Kelso said, okay, so thank you, Matt. So, now we're actually getting to the point in the process where we're actually scheduling that seven days charrette, that public workshop. So again, like I said, we're on the ground and we've done the diagnostics of your community, the existing conditions. So, we have a good understanding of where you are today. And so, we come into this and we have a series of meetings are hosted throughout the week and we'll have various types of public meetings and group meetings because what we're doing is formulating ideas with the groups live. We're drawing up concepts and we're testing those ideas. And so, everything's happening on the ground and it's a really cool process because folks can come in after work. They can come in on their lunch break. They can come in and see what we're doing, talk to us and give us their input throughout the week.

And so, again, like I said, we're hosting all of this in one very large room if all is according to plan. So, we've got folkds that are actually drawing ideas that they're hearing as people in groups that are from the public having these group meetings, and we're trying to reflect that back to the community. And so again, those preliminary ideas will be formulated. Those will be both at the city wide level as well as for special focus areas through your community. So, if there are wonderful resources that Mike could accommodate infill development or, you know, special concern areas, things like that, we'll zoom in. We'll be working in a variety of sales from city wide to very specific issues during that week. And so, all of that will be reflected back out to the community at the end of the week. We have a large public meeting to really present all of the findings and all of the ideas that were generated. And then, those are tested. We test those ideas out to, again, make sure that we heard the community properly and that we're on the right track. And so, after that charrette, we go back, and we refine those ideas. And, this is really where the plan components start to take shape. And so, each one of the different planned elements, whether it's a focus on infrastructure or focus on housing, or on economic development, all of those different parts and pieces start to take shape, including your Master Street Plan. Once that is ready to go, and those ideas are looking really good and this is the direction that we want to go, then we move into implementation. So, we start doing prioritization, phasing. We start identifying actions and strategies. We develop tables and implementation tables that show who the responsible party is, what the timeframe is. So, for every single strategy and action that's identified, we've got that information. In terms of infrastructure, other specific components of the comprehensive plan will start identifying projects and prioritizing and phasing those. And so, you'll really have a road map to move through whenever you're finished with the comprehensive planning process. You'll have a tool that you can use for the next 15-20 years.

Mr. Lambert said, and so, the last section is really revisions and adoption. In the plan draft creation, in addition to sharing out the sort of shred outcomes and getting feedback from that to set our direction, we also have engagement opportunities with a steering committee and with you all and lots of time with staff to take direction and refinement on the materials as they are coming together. In this stage, we have a reviewed and finalized document that's now ready to go through the adoption process and public input hearings and input from you all to get to your direction on final revisions towards adoption. So overall, the timeline can vary. In this case, we had put this somewhere in an 18-month period. Sometimes it goes a little bit longer or shorter. That depends on how long you all want for review and refinement, and with the steering committee and staff. So, we'll put together a more refined overall schedule and timeline, but this just illustrates that really up front, we have a whole lot of work on analysis and engagement and background, surveying, and then a

conserted effort on the charrette and the purpose of doing drawings and getting that feedback lives that we're in the right direction. So, it's smooth sailing through the plan details of preparations and adoption process.

So as I mentioned, it's really about pulling together everything that you've already done, but then engaging the community and setting that vision for the future and ensuring that we have all these elements coordinated together. One aspect of this is also updating the Master Street Plan, so the prior Master Street Plan in 2020, that's coming up for update, and it's really a best practice ideal that Land Use and Master Street Plan are done together are coordinated because land use on the wrong chassis of a street doesn't work. So, you actually have to do them together. At the same time, if there's new growth in one area, transportation really needs to react to that. So, an update to the Master's Street Plan is also part of the process that comes in response to the community include and so forth. And, overall, it's really about pulling everything together, getting that input and setting forth the implementation toolkit that Julie discussed. So, it's both vision, which is drawn and connecting and emotional and it's also about all the technical stuff that needs to be put in place to underpin it. So, that's really an overview of the process and the purpose. And I'm sure we're open for all sorts of questions.

Mayor Copenhaver asked, Matthew is that the end of your presentation? Okay. Well, first of all, I appreciate you all coming, and I know that you had done it before, but I think it was all zoom at that point in time. And, I think it's very important for the community to understand. We need that road map moving forward for many years to come. And, this will incorporate, as I understand, previous plans and coordinate those efforts, but more importantly, the community engagement. I know Council will have some questions, and I want Council to know that we'll go through the normal process. And, I want Council to engage themselves with the administration on questions that we can pour it onto them as well, after the meeting, but I think it's important to know that it'll come in front of one of our committees and it'll go through a normal process. But I would like to, if you have a question or two, please feel free, I'll go ahead and recognize those as they would like to speak. Does anybody have any questions? Okay, I don't see any. All right, well, thank you so much. I appreciate it very much, and we look forward to further conversation. Mr. Roberts said, thank you Mayor. Mayor Copenhaver said, thank you very much.

Read

5. CONSENT AGENDA

Approval of the Consent Agenda

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

Attachments: CC Minutes 07012025.pdf

This item was passed on the Consent Agenda.

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

Attachments: Premanent ROW - Carmel Moon.pdf

This item was passed on the Consent Agenda.

Enactment No: R-EN-086-2025

RES-25:065 A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A DRAINAGE EASEMENT FROM PATSY SUE BROWN THE PURPOSE OF CONSTRUCTING AND MAINTAINING DRAINAGE IMPROVEMENTS

Attachments: Permanent Drainage Easement - 641 W Cherry.pdf

This item was passed on the Consent Agenda.

Enactment No: R-EN-087-2025

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

Attachments: Permanent Right-of-Way .pdf

This item was passed on the Consent Agenda.

Enactment No: R-EN-088-2025

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

Attachments: Permanent Construction Easement - 1509 Wood Street.pdf
POA.pdf

This item was passed on the Consent Agenda.

Enactment No: R-EN-089-2025

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

Attachments: Offer and Acceptance - 101 Mark Street.pdf

This item was passed on the Consent Agenda.

Enactment No: R-EN-090-2025

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

Attachments: 01. 715 N Patrick St_Notice of Violation.pdf
02. 715 N Patrick_Clean Up Billing Request.pdf
03. 715 N Patrick_Clean Up Invoice.pdf
04. 715 N Patrick_Council Notice.pdf

This item was passed on the Consent Agenda.

Enactment No: R-EN-091-2025

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

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-092-2025

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

Attachments: ASU Baseball Contract.pdf

This item was passed on the Consent Agenda.

Enactment No: R-EN-093-2025

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

Attachments: ASU Soccer Contract.pdf

This item was passed on the Consent Agenda.

Enactment No: R-EN-094-2025

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

Attachments: Denvers Refrig - Signed by them.pdf

This item was passed on the Consent Agenda.

Enactment No: R-EN-095-2025

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

Attachments: Coach_Joeys_Fastpitch_Academy - Signed by them.pdf

This item was passed on the Consent Agenda.

Enactment No: R-EN-096-2025

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

This item was passed on the Consent Agenda.

Enactment No: R-EN-097-2025

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

This item was passed on the Consent Agenda.

Enactment No: R-EN-098-2025

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

Attachments: Public Service Organization FY20252026 RFP Grants Handout for 07082025
FY25-26 CDBG Annual Action Plan Draft.pdf

This item was passed on the Consent Agenda.

Enactment No: R-EN-099-2025

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

This item was passed on the Consent Agenda.

Enactment No: R-EN-100-2025

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

Attachments: July Vehicle Purchase Attachment.pdf

This item was passed on the Consent Agenda.

Enactment No: R-EN-101-2025

6. NEW BUSINESS

ORDINANCES ON FIRST READING

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

Attachments: Private Club Permit_Redacted
Publication Receipt

Councilmember John Street motioned, seconded by Councilmember Brian Emison, to suspend the rules and offer ORD-25:026 by title only. All voted aye.

James Elywn Hinds, 508 Ridgecrest, said, last night, the Quorum Court showed great respect for the voters of Craighead County in rejecting a permit for a club to be located in Craighead County because the voters of Craighead County have repeatedly by large margins, expressed that they want Craighead County to be dry. I urge you to show a similar respect for the voters and to not pass this ordinance.

Held at one reading

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

Attachments: Zoning Application
Certified Receipts
Redemption Deed
Rezoning Plat
Rezoning Signs
Warranty Deed
Staff Summary
Publication Receipt
MAPC Minutes

Councilmember John Street motioned, seconded by Councilmember Brian Emison, to suspend the rules and offer ORD-25:027 by title only. All voted aye.

Held at one reading

7. UNFINISHED BUSINESS

ORDINANCES ON SECOND READING

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

Held at second reading

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

Attachments:
Application
Certified Mail
Plat
Property Deed
Rezoning Information
Rezoning Sign
Staff Summary
MAPC Minutes
Publication Receipt

Held at second reading

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

Attachments:
Application
Certified Mail Receipt
Cover Letter
Property Owner Notification Letter
Property Owner Notification
Rezoning Plat
Rezoning Signs
Staff Summary
MAPC Minutes
Publication Receipt

Held at second reading

ORDINANCES ON THIRD READING

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

Attachments:
SHJ Holdings dba The Den-Zone of Jonesboro Private Club Application_Red
Publication Receipt

James Elywn Hinds, 508 Ridgecrest, said, I want to remind you of a couple of things. One of which is the large number of underage people that are located near this location who have no adult supervision. If you vote, if this thing passes, it will increase the amount of underage drinking in City of Jonesboro. And, don't deceive yourself by saying, well, I didn't vote to have underage drinking because if you pass it, if you vote for it, that's what you're voting for. Second, I want to remind the City Council that a few years ago, the city, and I know it was, you might say, well, that was a different City Council and it was a different Mayor, but some of you were on the City Council back then when the deal was cut for a group because it determined that the permit they had might allow them to sell liquor anywhere on the ASU campus.

And the deal was cut that they would limit it to the three main sports complexes. That the deal was made. We need uphold it. Also, I want to mention, ironically, this one, there were places that people who were concerned that it could have been, that we could end up with liquor, and I think if you pass this thing, we will end up in all three of these. And this was one of the three things places they mentioned that they were concerned that it might be sold. The other one was at the student center and the third one is in dormitories. And, yes, I think if you all pass this, it will not be very long until those kids, some of those young people who are too young to drink are going to love it, but I do believe they'll have their own place to buy the liquor, unsupervised in the dormitories. Mayor Copenhaver said, all right, thank you for comments.

Jason Willett, 1804 Starling, said, thank you for allowing us to be here tonight. I've worked on several of these licenses over the years. Going back to the Arkansas State license and I can say 100% that no deal was ever made of anything I've been involved in to what that was speaking about. SHJ Holdings is doing business as the Den Zone that's a nonprofit private clubs that was founded on February 27, 2018. I find it to be a really great project. And, here a minute, Jerry Rapart would like to speak a little bit about it. So, you have a little more about the menu items and really kind of what the concept is. The officers of the nonprofit are Jerry Rapart as president, his son, Jed, is the vice president, and Robin Quick, his sister, as the treasurer. And, he'll speak more to their relationships with ASU and it's a bit of a family affair, which is nice. The pavilion location where we were talking about there on ASU campus and I know many of y'all have been there before, and Jerry will speak to that a little bit more as well. I always read the charities because I think it does matter, and it makes the difference in that SHJ holdings is doing business at the Den Zone of Jonesboro. It is a nonprofit private clubs that exists for the purpose of common recreational, social, community hospitality, and benevolent purposes, including, but not limiting supporting 501-C3 entities in and around Jonesboro. This charity, the charities they are looking at are very much prone to Arkansas State University, whether it be the Red Wolf Foundation, or whether it be the University System Foundation, and they'll support this, and some other charities as it relates to helping out the community. I would like to ask Jerry to come up if that is okay.

Jerry Rapart, 2008 Durango Cove, said, thank you, Mayor, City Council. I would just like you tell you a little bit about myself. I graduated from Arkansas State University back in 1993, along with my ex-wife now, but we have three beautiful kids. She graduated from there as well. All three of my kids attended Arkansas State. I've been a fan, an avid fan since 1985. My daughter, she finished her undergraduate studies here, went on to pharmacy school at UT Nashville, and will graduate in the spring. My oldest son, He will be a senior this year at Arkansas State, and hoping to get into the new veterinary program. My youngest son, he went to play football at a school in Iowa in the fall of last year. He will be a sophomore. He transferred to Arkansas State last spring. They were all in the Greek system. My daughter was a Zeta, both sons were Sigma Chi's. Both of my boys hope to play a role in the Den Zone provided it happens. A little bit about myself, my work history, my wife and I opened, she is a pharmacist. We opened a pharmacy in Osceola. We had it for almost 12 years before we sold it. I was Street and Sanitation Superintendent in Osceola for 9.5 years prior to that. And once our kids got big enough to play travel sports, we decided we were driving back five or six times a week to get them over here. We wanted to get them into a better school system as well. I also have a real estate license. My sister and I opened the OnQ real estate property management about seven years ago. I just sold it as of two weeks ago. She wants to retire. I also have experience in law enforcement. I was a cop for a year in Osceola before taking over as the Streets and Sanitation Superintendent. I also worked for my brother in his restaurants at one point. As for the Den Zone itself, it's under renovation, as we speak. I've been speaking with Dr. Todd Shields, the Chancellor, since August of last year and we just

had a vision of putting something there for the kids in close proximity, where they could have a place to get good food, reasonable, reasonably priced, drinks, entertainment and not have to venture out off campus to do those things. I believe you guys all have a copy of menu. Obviously, we plan to add some items provided this works out. We plan on having appetizers, burgers, pizza, all at an affordable price, especially for the students. We plan to hire 20 to 25 employees, predominantly students, either past or present. There will be no underage drinking allowed. We'll have state of the art ID scanners for that. I've probably talked longer than you wanted me to. If you have any questions, I'll be glad to try to answer them. Thank you. I appreciate your time. Mayor Copenhaver said, thank you.

Councilmember David McClain said, I was curious. Are we able to ask him questions? Mayor Copenhaver said, what is your question? Councilmember McClain said, I was going to ask who owns the property that they're going to use? Mr. Rapart said, I'm sorry, I didn't hear the question. Councilmember McClain asked, who owns that property? Mr. Rapart replied, Arkansas State. Councilmember McClain said, okay, ASU owns it. Mr. Willett said, yes, this is no different from a property perspective. You will see that you already got licensing, some on campus, whether it is the university property with the sports complexes. So, it's very similar to what that would be at the end of the day. So, yes. Mayor Copenhaver asked, Mr. Willett, is that much like the Centennial Bank Building, a lease type agreement? Mr. Willett said, yes, you have a lease agreement with Centennial Bank. For instance there, it's really Sodexo and the Red Wolf Foundation. They have a lease agreement with baseball, basketball, football, obviously, the Convocation Center for all concerts. So, there's no difference to what that agreement is that would be based there. Of course, you've also have Embassy Suites sitting there with Houlihan's also there and you have got The Yard and a couple of other places there. But, this is more centric to also do events, things campus generated, things like that as well. Councilmember McClain said, thank you. Mr. Willett responded, thank you David.

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

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

Nay: 1 - Anthony Coleman

Enactment No: O-EN-024-2025

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

Attachments:
Application
Certified Mail
Deed
Rezoning Plat
Rezoning Signs
Staff Summary
Publication Receipt
Staff Summary - CC Minutes

A motion was made by Councilperson Chris Gibson, seconded by

Councilperson Joe Hafner, 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-025-2025

ORD-25:022 AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO TC-O FOR PROPERTY LOCATED AT 2800 & 2809 GREENSBORO ROAD

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

Councilmember Chris Moore motioned, seconded by Councilmember Joe Hafner, to amend the language of ORD-25:022. All voted aye.

Councilmember Chris Moore said, Mr. Mayor, before we vote on that done on that, on behalf of the proponents, I'll make a motion that we amend ORD-25:022 by striking Section 2, Subsection 6, and replacing it with the following language: Section 6, upon the transfer to Hammerhead Contracting & Development, LLC of Lot 38, Greensborough Village Phase I and IA, move 10 acres of multi-family on the northeast corner of Greensborough Village to commercial and then the 10-acre tract on the southeast parcel will be multi-family. If Lot 38 of Greensborough Village Phase I and IA does not transfer to Hammerhead Contracting & Development, LLC, the 10 acres of existing multi-family will remain in its current location on Lot 38 of Greensborough Village Phase I and IA.

And, to add the additional stipulation of Section 2, Subsection 9, that adds the following language: Section 9, the net impact of multi-family zoning as a result of this ordinance within Greensborough Village, Town Center overlay will be zero new acres.

Councilmember John Street and Councilmember Dr. Charles Coleman seconded the motion.

A man in the audience got up to speak. City Attorney Carol Duncan said, right now it is just on the amendment. Mayor Harold Copenhaver said, this is just on the amendment, just speaking on the amendment only. The man said, okay. Ms. Duncan said, right now, they are voting on that amendment. Then, they will vote on the ordinance as a whole. The man said, okay. Ms. Duncan said, I think you are wanting to talk on it as a whole. The man replied, so my concern is for someone to tell me when to speak. Mayor Copenhaver said, we will come back as a whole. Let us vote on the amendment. Councilmember Moore said, Mr. Mayor, I spoke with this

gentleman earlier. He's actually going to speak under public comment about tree removal and a tree ordinance. So, under public comment, if you will be sure to call on him. Thank you.

Gary Harpole, 512 West Jefferson Avenue, said, thank you guys very much. I am here on behalf of both Greensborough Investments, LLC and Hammerhead Contracting & Development, LLC. I appreciate your consideration of this amendment. I tried to reach out and make sure everyone understood. I know it's a fairly simple process, but a lot of moving pieces. But, just for the benefit of people that I may not have talked to earlier today, just very quickly what this does is it places a triggering event in Subsection 6, where if the rezoning passes that movement of the multi-family that has been approved since 2014 in the northeast corner will not move to the new 10 acres until the property closes and becomes property of Hammerhead, until Lot 38 is bought by Hammerhead, and he owns both pieces of property. What that does is it just protects the current owner of Lot 38 Greensborough Investments so that if for some unbeknownst reason it doesn't close, then the multi-family just stays right where it's at. So, it's pretty simple that just builds in a triggering effect. There's no new multi-family being added as a result of this ordinance or this amendment. It just triggers the timing of when we scoot the ten acres from the northeast corner to the northwest corner. And that that's the function of the amendment. And we did place the second piece in, again, Subsection 9, explaining that the net effect of multi-family in Greensborough Village is zero new acreage, just so that we could reiterate that as part of this process. Mayor Copenhaver said, okay, alright, thank you, Mr. Harpole for your explanation. All voted aye to accept the amendment.

Councilmember Chris Moore motioned, seconded by Councilmember Joe Hafner, to adopt ORD-25:022. (Mayor Copenhaver said, this is open as a whole for discussion. Any questions by Council? I don't see any. Anyone in Council Chambers? I think he's going to speak on something later. Okay, alright, thank you.)
All voted aye.

A motion was made by Councilperson Chris Moore, seconded by Councilperson Joe Hafner, that this matter be Passed as Amended. 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-026-2025

8. MAYOR'S REPORTS

Mayor Harold Copenhaver reported on the following:

So I wanted to update you on the current situation at our Justice Complex on Washington. Everyone with offices in that building has been relocated primarily to the Municipal Building, with the exception of the E-911 Center. Now, anybody can come by and visit Carol in her new office. I know she'll be happy to entertain you. (Ms. Duncan said, we are almost unpacked.) Yes, almost unpacked. While under the same roof, it's actually a separate building, the E-911 Center. It'd be cost prohibitive for a temporary move. At this point, we estimate that the repair to reinforce the immediate area of concern, the broken truss, the estimate has been given to us around $115,000. But that doesn't include any possible repairs needed to the metal roof or any other damage that will be found as professionals continue examining the structure. There is no assurance at this time that a broken truss is the only problem, and hence, it's hard to say that a simple reinforcement of the failing truss is a viable solution for any length of time. So, as the information comes to us, I'll pass that along

to you as soon as I get any updates.

I hope everyone was able to celebrate Independence Day. We had a lot of festivities going on in Jonesboro. On the 3rd, we had food trucks and fireworks providing an evening of entertainment at Nettleton Baptist and fireworks displays at Joe Mac Campbell Park was also lit up in the evening sky. And, then on the 4th of July, we had several area sponsors that entertained us with Freedom Fest, including a fireworks display set to music and it was held at the Southside Complex. Now, earlier in one of our previous subcommittees, we have brought forth discussion on fireworks for next year. And, I think that conversation will be greatly appreciated by the public.

Another significant celebration of rich history is the unveiling of St. Bernards's anniversary book, detailing 125 years of compassionate healing. St. Bernards's has truly been a significant contributor to the success of Jonesboro over the last century and quarter. In fact, if not for St. Bernard's, Jonesboro may not have survived the plague, which is what brought the Benedictine Sisters here in the first place.

Last Saturday, our Code and Sanitation Departments held the largest neighborhood cleanup of the year at Rains and Highland. 13.33 tons of trash was brought in. Also, 138 tires. We're a little more than halfway through the year, and we've collected nearly 68 ½ tons of junk. The number of tires for the year to date is 549.
Our 20th class of the Jonesboro Citizens Police Academy starts on August 14th. That Academy meets from 6:00 p.m. to 9:00 p.m. every Thursday night for 13 weeks. So, if any of you in the room have not participated, it's a wonderful thing for you to go through. It does take a little commitment, but you learn a lot about our force and about the commitment of our officers and Fire Department in those training classes.

For those who enjoy hot sun in the summertime, I'm happy to report the splash pad at Allen Park is almost complete. And for those of you, who are more of the summer night's person, please be able to check out the beautiful lighting on Creath. So, if we stay here much longer, it'll be dark and you'll be able to see it.

On a somber note, though, I want to say in closing, we lost a true pillar to this community yesterday with passing of our dear friend, Charles Frierson. When I first became mayor, Charles was one of the first visitors I had, and we talked often, and we shared our stories about Jonesboro. Even after he stepped away from his official position as councilman, he still enjoyed giving advice, and I knew I'd be a fool not to listen. I've kept those notes that he has written me in letters, and he was quite the individual. When a person of his standing tells you something, you take it to heart, because you know it came directly from his heart. Charles has a list of contributions to Jonesboro that would take me hours to read, and I can promise he would hate that. He didn't like the public knowing anything about him. He was a very private individual. But I do think he would appreciate me saying that all of us remembering that he gave his all to the city. Maybe the most lasting contribution is he showed us what a model of an elected official should be: honest, caring, deliberate, informed, and dedicated, and, again, honest. To Charles' family, we mourn with you and thank you for allowing him to serve along us. We will miss you, Charles. Thank you for your lifelong commitment to the great city of Jonesboro. (Councilmember Chris Gibson said, he would also say, "Mayor, would you just shut up already?") He would. Shut up and sit down, that he would. (City Attorney Carol Duncan said, I mean, that's accurate.)

9. CITY COUNCIL REPORTS

Councilmember John Street said, I would just echo what you said Mayor. Charles was one of a kind. He was a great citizen. He will be missed. He truly will.

10. PUBLIC COMMENTS

Roger Webb, 3101 Carnaby Street – Apartment H205, said, I brought a bunch of photographs because I didn't know about the whole scenario here. So, I'm here because I feel like forest does not have any spokesperson or a representative that's surrounding. I'm not sure that people understand the importance of the forest. As far as what a contributes to global warming, what keeps your community cool. I went down into the forest to see what it could teach me and I could learn. The aquifer depends on the water getting down to it. And, the only way you can do it is through the forest system. And also, the forest plays a major role in keeping the community cool and planet, for that matter. The United Nations did an evaluation that said that the temperature should rise no more than 1.5 degrees over the PI, the time period pre-industrial. And currently, the pre-industrial level is 13.7, currently it is at 14.7. So, we are reaching critical mass on planet warming, is my point. I have never done this before. And, the forest plays a major, major role in keeping the planet cool and keeping your community cool. When that's gone, I can guarantee you that the temperature of this community will go up, especially in that area where I live, in Greensborough Village. When I went down into the forest, let me put it this way, every morning I get up on my porch because it looks to the east, and I see the forest on the side where because they clear cut everything in front of me. They are clear cutting and get ready to build the cottages. And I can see the forest and I can see what goes on in the morning. There's these two dead trees. The crows come in. They rest on it. Sometimes a hawk comes in and sits, perched on the very top of it, and looks out for whatever, and then he flies off. The crickets, at night, in the forest, chirp and carry on like crazy. And, also, there's some songbirds in the forest. What's going to happen is, because I've seen it, they're going to go in, they're going to without warning, the creatures of the forest are defenseless. We are the only things standing between them and them and annihilation. And, I can't imagine a more horrible death than to be there and to just especially have something come in and just roll over you. I think it's a real tragedy that this forest will be lost to construction so that people can make money. And, the temperature, I can guarantee, I don't know, I'm not a scientist, but it has to happen that the temperature of this community is going to go up, and especially that area because it's going to have lost the cooling effect of the forest that surrounds it and covers it. You guys are just talking about what's going to be important in your system, in your city design, and how it's going to be incorporated. Give me a moment, I have a quote here that says, the coolest cities, worldwide, have dense parks and wooded areas that control temperature. Trees shelter a range of birds, animals, and insects, contributing to the delicate balance of urban ecosystems. I really would like for you to consider what's happening at Greensborough Village and also to incorporate exactly what they're talking about, lots and lots of parks. Look at Central Park in New York, Balboa Park is kind of an example in San Diego. I feel like it's just so important. And, somebody needs to stand up for those that can't stand up. Thank you. Mayor Copenhaver said, thank you Mr. Webb. And, just to follow up a little bit about what Mr. Webb is also saying, and I'm really proud of what we're doing with the new area out behind Journey Campus. With that, the whole structure will be associated around the trees and nature. I believe we had 140 trees that we will be putting in our park around that and it will incorporate Mother Nature in that atmosphere. So, again, I'm looking forward to that, and we'll bring that to the attention of full council and the community as that continues to move forward.

11. ADJOURNMENT

A motion was made by Councilperson Joe Hafner, seconded by Councilperson Brian Emison, 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

Agenda Date: **Version:** 1 **Status:** Recommended to Council

In Control: Finance & Administration Council Committee **File Type:** Resolution

A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH BRACKETT KENNERICH & ASSOCIATES, P.A. TO PROVIDE ARCHITECTURAL SERVICES FOR THE 911 AND REAL TIME CRIME CENTER PROJECT

WHEREAS, the Selection Committee has determined that Brackett Kennerich & Associates P.A. is the most qualified firm for the project;

WHEREAS, the firm selected for the 911 and Real Time Crime Center project is Brackett Kennerich & Associates P.A.;

WHEREAS, Brackett Kennerich & Associates P.A. has agreed to provide architectural services, as described in the attached agreement, for the 911 and Real Time Crime Center project; and

WHEREAS, the funding for the execution of the agreement shall come from the Capital Improvement Revenue Bonds budget and compensation shall be paid in accordance with the agreement.

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

Section 1. That the City of Jonesboro shall accept the proposal and enter into an agreement with Brackett Kennerich & Associates P.A. to provide architectural services for the 911 and Real Time Crime Center project.

Section 2. The funding for the execution of the agreement shall come from the Capital Improvement Revenue Bond budget and compensation shall be paid in accordance with the agreement.

Section 3. The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate the agreement.

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the **Twentieth** day of **June** in the year **2025**
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Jonesboro
300 S. Church St.
Jonesboro, Arkansas 72401

and the Architect:
(Name, legal status, address and other information)

Brackett-Krennerich & Associates P.A.
100 E Huntington Ave, Suite D
Jonesboro, Arkansas 72401
Telephone Number: (870) 932-0571

for the following Project:
(Name, location and detailed description)

911 and Real Time Crime Center
City of Jonesboro
Jonesboro, Arkansas

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.
/

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Refer to Exhibit "A" –Meeting Minutes & Scope Of Work

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Refer to Exhibit "A"

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

$5,200,000.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TBD

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.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Hard Bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Craig Light
Engineering Director – City of Jonesboro
300 S. Church St.
Jonesboro, AR 72401

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

N/A

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.2 Civil Engineer:

N/A

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

Topographic Site Survey Services
Geotechnical Engineering Services

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Kyle Cook
Brackett-Krennerich & Associates P.A.
100 E Huntington Ave, Suite D
Jonesboro, Arkansas 72401
Telephone: (870) 932-0571
Email: kylec@bkarchts.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Engineering Consultants, Inc.
401 West Capitol, Suite 305
Little Rock, AR 72201
Telephone: (501) 376-3752

.2 Mechanical Engineer:

Pettit & Pettit Consulting Engineers, Inc.
201 E. Markham St., #400
Little Rock, AR 72201
Telephone: (501) 374-3731

.3 Electrical Engineer:

Pettit & Pettit Consulting Engineers, Inc.
201 E. Markham St., #400
Little Rock, AR 72201
Telephone: (501) 374-3731

.4 Civil Engineer:

Associated Engineering, Inc.
103 S. Church St.
Jonesboro, AR 72401

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Telephone: (870) 932-3594

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than **One Million Dollars and Zero Cents** ($ **1,000,000.00**) for each occurrence and **Two Million Dollars and Zero Cents** ($ **2,000,000.00**) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than **One Million Dollars and Zero Cents** ($ **1,000,000.00**) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than **One Hundred Thousand Dollars and Zero Cents** ($ **100,000.00**) each accident, **One Hundred Thousand Dollars and Zero Cents** ($ **100,000.00**) each employee, and **Five Hundred Thousand Dollars and Zero Cents** ($ **500,000.00**) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than **One Million Dollars and Zero Cents** ($ **1,000,000.00**) per claim and **Two Million Dollars and Zero Cents** ($ **2,000,000.00**) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

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§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;

.2 organizing and conducting a pre-bid conference for prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall

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not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction

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means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

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.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Owner
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Not Provided
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Architect - Does not include furniture design
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Contractor
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

N/A

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Owner will provide program

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

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.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 **Two** (**2**) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 **Twenty** (**20**) visits to the site by the Architect during construction

.3 **Two** (**2**) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 **Two** (**2**) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

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§ 4.2.5 If the services covered by this Agreement have not been completed within **Eighteen (18)** months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

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§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

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§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

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§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[X] Arbitration pursuant to Section 8.3 of this Agreement

[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

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§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

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§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific

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information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Seven (7) % of the cost of construction.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Fee for additional services to be calculated by hourly rate in accordance with Paragraph 11.7.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus **Twenty-Five** percent (**25%**), or as follows:

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(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	**Fifteen**	percent (	**15**	%)
Design Development Phase	**Twenty**	percent (	**20**	%)
Construction Documents Phase	**Forty**	percent (	**40**	%)
Procurement Phase	**Five**	percent (	**5**	%)
Construction Phase	**Twenty**	percent (	**20**	%)
Total Basic Compensation	one hundred	percent (	100	%)

(Paragraph deleted)

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Exhibit "B" - Hourly Fee Schedule

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related expenditures.

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus **Ten** percent (**10** %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of **Zero Dollars and Zero Cents** ($ **0.00**) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid **Thirty** (**30**) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

5.50 % per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

.2 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

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(Insert the date of the E204-2017 incorporated into this agreement.)

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit "A" - Scope of Work
Exhibit "B" - Hourly Fee Schedule

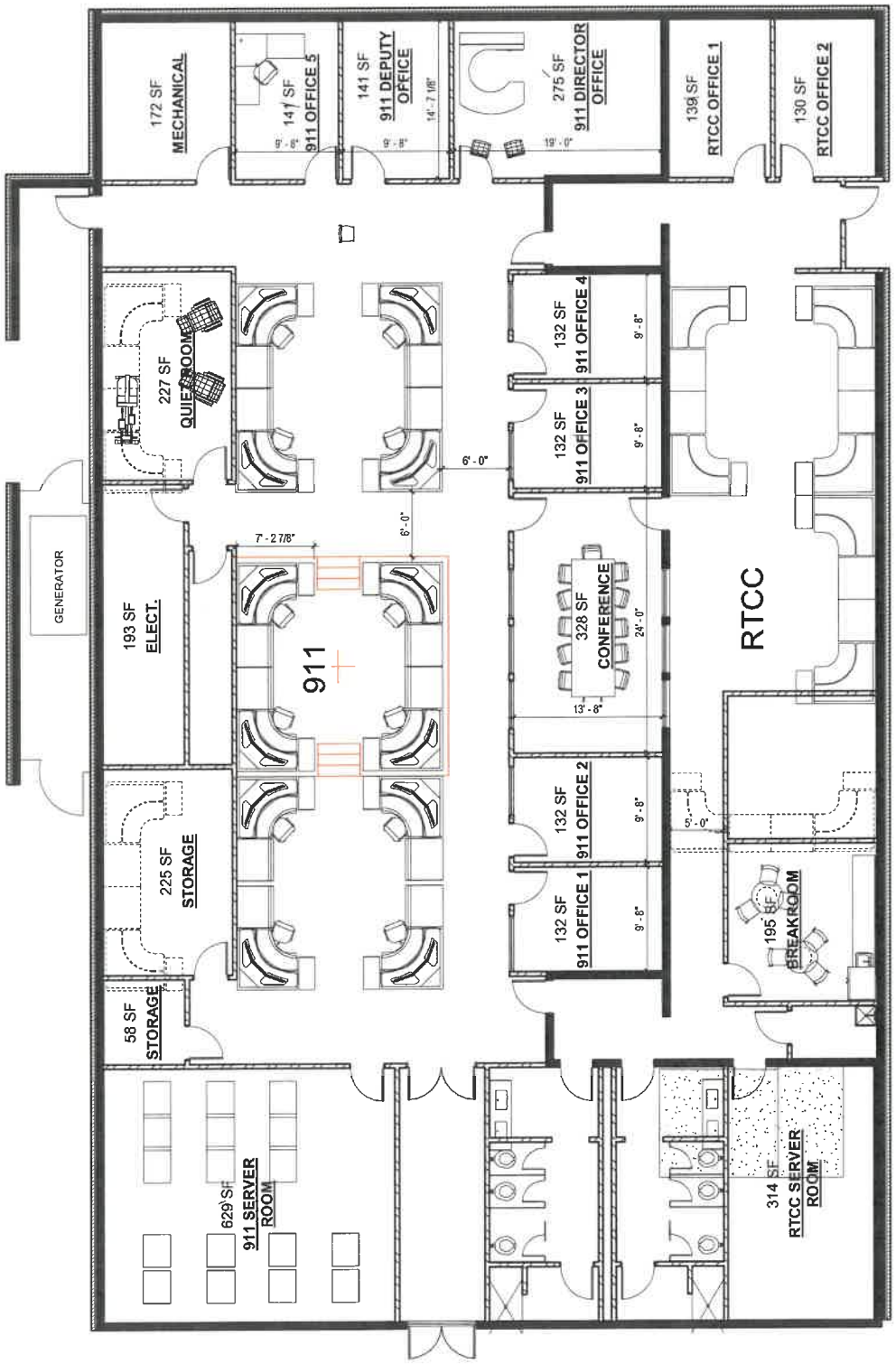
.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)* 23 June 2025
Harold Copenhaver, Mayor	Kyle Cook President
(Printed name and title)	*(Printed name, title, and license number, if required)*

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EXHIBIT "A"


172 SF
MECHANICAL
141 SF
911 OFFICE 5
141 SF
911 DEPUTY OFFICE
275 SF
911 DIRECTOR OFFICE
139 SF
RTCC OFFICE 1
130 SF
RTCC OFFICE 2
227 SF
QUIET ROOM
132 SF
911 OFFICE 4
132 SF
911 OFFICE 3
6' - 0"
GENERATOR
193 SF
ELECT.
7' - 2 7/8"
6' - 0"
911
328 SF
CONFERENCE
24' - 0"
13' - 8"
RTCC
225 SF
STORAGE
132 SF
911 OFFICE 2
132 SF
911 OFFICE 1
5' - 0"
195 SF
BREAKROOM
58 SF
STORAGE
629 SF
911 SERVER ROOM
314 SF
RTCC SERVER ROOM

BRACKETT KRENNERICH I ARCHITECTS
100 E. Huntington Ave, Ste D, Jonesboro, Arkansas 72401
Phone: 870-932-0571 I Fax: 870-932-0975

Kick-Off MEETING MINUTES

Date: September 27, 2023

Project: Spatial Study (911 and Real Time Crime Center): #2322
City of Jonesboro
Jonesboro, Arkansas

MEETING MINUTES – E911 Emergency

Ronnie Sturch – 911 Emergency Director

Mellenee Bennett - 911 Training

Craig Light – (Chief Engineer) City of Jonesboro

Kyle Cook – Brackett-Krennerich

GENERAL DISCUSSION ITEMS

911 and Emergency

1. Administrative Offices:
   - (1) Directors Office
   - (1) Deputy Directors Office
   - (5) Supervisor Staff Offices

2. Training Room:
   - Used once a month for large gatherings and daily for small training sessions.
   - Regional training would take place in this space.
   - City training for 5 days.

3. Breakroom/Restrooms:
   - Locate Between 911 and Real Time Crime

4. Dispatch:
   - Need separation between dispatch and real time crime center with administrative space and shared space between.
   - Facilities need to be constructed as a safe shelter.
   - Work occurs in three shifts.
   - Currently have 7 positions (3 shifts) – approved for (22) currently; Need 14 minimum in 20 years. Running (4) per shift right now; Ideally would have 6 to 7.
   - Only the dispatch areas needs to be hardened.
   - Need a gated type parking for dispatch b/w folks come and go at all hours.
   - Secured doors for ACIC.
   - Raised access floor in this area and IT room.
   - Liebert (in line cooling) system need for IT room.
   - Generator required. Current It space is approx.. 12' x 22'.

5. Quiet Room:
    - Space to relax for 20 minute breaks. 10'x12' room.
    - Recliner/relax. Elliptical or exercise.

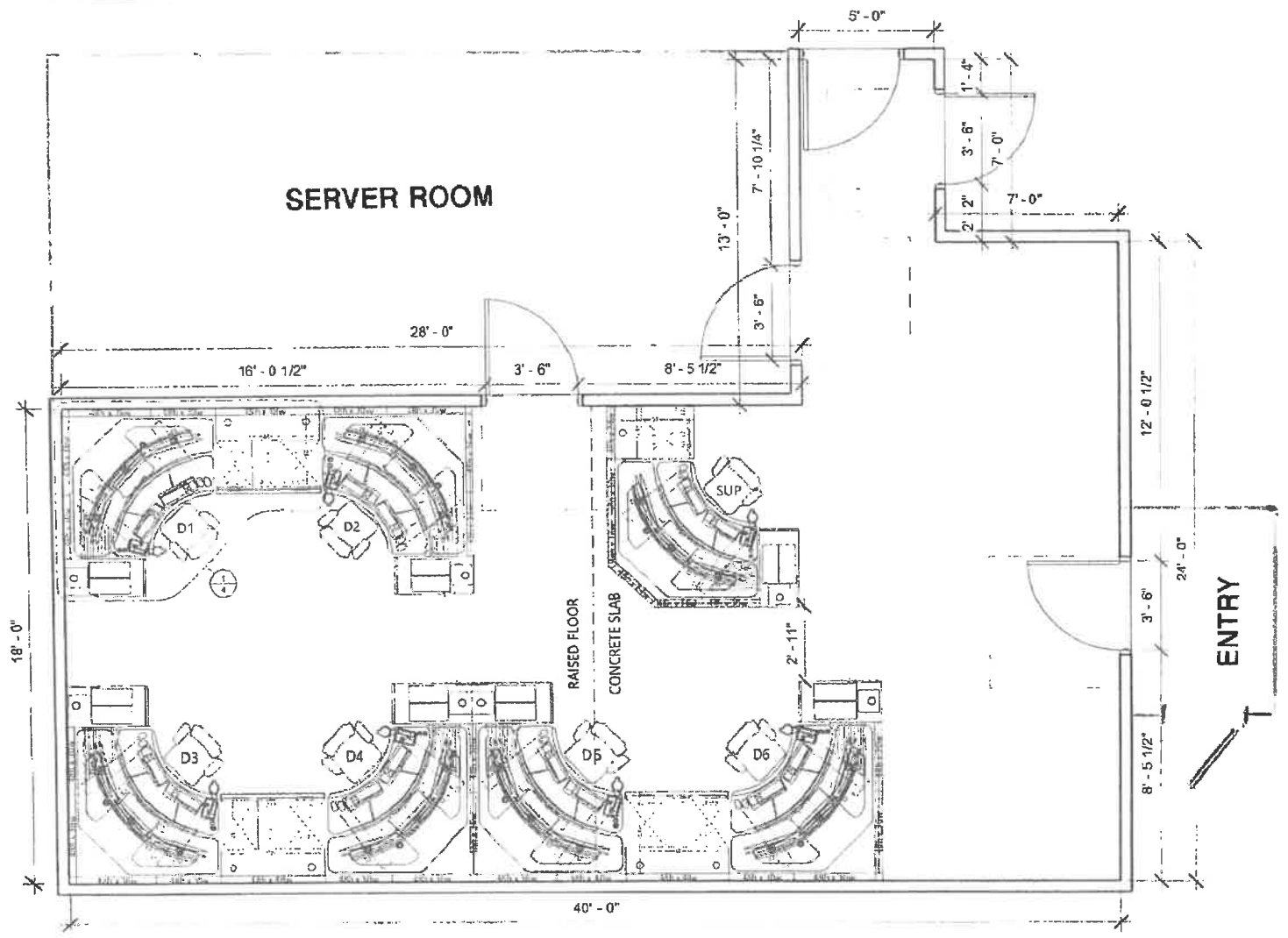
Real Time Crime Center (Notes from Craig and Lynn Waterworth)

6. Administrative:
    - Small Conference Room – (12 persons)
    - (2) Offices looking into RTC.

7. Breakroom/Restrooms:
    - Share with 911 Emergency

8. Real Time Crime Center:
    - (6) Analysist similar in size to 911 workstation areas.
    - Independent server room needed.
    - Small video conf. room for detectives to review video.

9. Additional Items:
    - Good facility examples – Springfield, Paragould, Critt. County, and Memphis.
    - Review IT and technology needs with Jason Ratliff.
    - 2 Sets of Men's and Women's Restrooms needed w/ shower.
    - APCO – National Organization for Dispatchers. They determine # of staff needed for call volume. JB has third largest call volume in the state.
    - Review formulas for growth.
    - SF and cost estimate needed for possible bond.
    - Mr. Sturch provided a layout of the existing workstations for 911 for reference.



CEILING HEIGHT: 9'
POWER/DATA COMING FROM: FLOOR

ALL ROOM DIMENSIONS NEED TO BE VERIFIED
PRIOR TO INSTALLATION AND SIGN OFF

① OVERALL VIEW
1/4" = 1'-0"

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Jonesboro Police Department
411 W Monroe
Jonesboro, AR 72403

Opportunity: 0025480
Drawing Name:
OVERALL VIEW

SHEET:	SCALE:
2 of 5	1/4" = 1'-0"

NOTE This design & layout is the property of XYBIX Systems, Inc. & is not to be used in any written manner without expressed written permission by XYBIX Systems, Inc.

Sign-Off Initials: REV
x_____ 3

Exhibit "B"

Hourly Rate Schedule

Brackett-Krennerich & Associates, P.A.

Effective April 7, 2025

Kyle Cook, Principal Architect	$225.00 per hour
Todd Welch, Principal Architect	$225.00 per hour
Katie Singleton, Project Architect	$185.00 per hour
Steve Schoettle, Project Manager	$165.00 per hour
Cody Springer, Intern Architect	$135.00 per hour
Chris Ormond, Computer Drafter/BIM Operator (Level 1)	$65.00 per hour
Stephan DeLange, Computer Drafter/BIM Operator (Level 2)	$85.00 per hour
Amanda Penn, Interior Designer (Level 2)	$100.00 per hour
Alex Poff, Construction Administrator	$90.00 per hour
Lynlee Wilkins, Office Manager	$90.00 per hour

Text File

File Number: RES-25:094

Agenda Date: **Version:** 1 **Status:** Recommended to Council

In Control: Finance & Administration Council Committee **File Type:** Resolution

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH BRACKETT KENNERICH & ASSOCIATES, P.A. TO PROVIDE ARCHITECTURAL SERVICES FOR THE WINTER WONDERLAND RENOVATIONS

WHEREAS, the City of Jonesboro desires to accept the proposal and enter into an agreement to provide architectural services for the Winter Wonderland Renovations;

WHEREAS, the Selection Committee has determined that Brackett Kennerich & Associates P.A. is the most qualified firm for the project;

WHEREAS, the firm selected for the Winter Wonderland Renovations is Brackett Kennerich & Associates P.A.;

WHEREAS, Brackett Kennerich & Associates P.A. has agreed to provide architectural services, as described in the attached agreement, for the Winter Wonderland Renovations; and

WHEREAS, the funding for the execution of the agreement shall come from the Capital Improvement budget and compensation shall be paid in accordance with the agreement.

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

Section 1. That the City of Jonesboro shall accept the proposal and enter into an agreement with Brackett Kennerich & Associates P.A. to provide architectural services for the Winter Wonderland Renovations.

Section 2. The funding for the execution of the agreement shall come from the Capital Improvement budget and compensation shall be paid in accordance with the agreement.

Section 3. The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate the agreement.

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the **Twentieth** day of **June** in the year **2025**
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Jonesboro
300 S. Church St.
Jonesboro, Arkansas 72401

and the Architect:
(Name, legal status, address and other information)

Brackett-Krennerich & Associates P.A.
100 E Huntington Ave, Suite D
Jonesboro, Arkansas 72401
Telephone Number: (870) 932-0571

for the following Project:
(Name, location and detailed description)

Winter Wonderland Renovation
215 West Monroe Ave.
City of Jonesboro
Jonesboro, Arkansas

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Refer to Exhibit "A" –Meeting Minutes & Scope Of Work

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Refer to Exhibit "A"

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

$1,800,000.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Bid Documents Complete Winter 2025

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.2 Construction commencement date:

Spring 2026

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Hard Bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Craig Light
Engineering Director – City of Jonesboro
300 S. Church St.
Jonesboro, AR 72401

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

N/A

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.2 Civil Engineer:

N/A

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

Topographic Site Survey Services

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Kyle Cook
Brackett-Krennerich & Associates P.A.
100 E Huntington Ave, Suite D
Jonesboro, Arkansas 72401
Telephone: (870) 932-0571
Email: kylec@bkarchts.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Smith Engineering
PO Box 299
Marion, AR 72364
Telephone: (870) 739-5533

.2 Mechanical Engineer:

Pettit & Pettit Consulting Engineers, Inc.
201 E. Markham St., #400
Little Rock, AR 72201
Telephone: (501) 374-3731

.3 Electrical Engineer:

Pettit & Pettit Consulting Engineers, Inc.
201 E. Markham St., #400
Little Rock, AR 72201
Telephone: (501) 374-3731

.4 Civil Engineer:

Associated Engineering, Inc.
103 S. Church St.
Jonesboro, AR 72401
Telephone: (870) 932-3594

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§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than **One Million Dollars and Zero Cents** ($ **1,000,000.00**) for each occurrence and **Two Million Dollars and Zero Cents** ($ **2,000,000.00**) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than **One Million Dollars and Zero Cents** ($ **1,000,000.00**) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than **One Hundred Thousand Dollars and Zero Cents** ($ **100,000.00**) each accident, **One Hundred Thousand Dollars and Zero Cents** ($ **100,000.00**) each employee, and **Five Hundred Thousand Dollars and Zero Cents** ($ **500,000.00**) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than **One Million Dollars and Zero Cents** ($ **1,000,000.00**) per claim and **Two Million Dollars and Zero Cents** ($ **2,000,000.00**) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

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§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;

.2 organizing and conducting a pre-bid conference for prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall

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not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction

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means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

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.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	**Owner**
§ 4.1.1.2 Multiple preliminary designs	**Not Provided**
§ 4.1.1.3 Measured drawings	**Not Provided**
§ 4.1.1.4 Existing facilities surveys	**See Below Paragraph 4.1.2.1**
§ 4.1.1.5 Site evaluation and planning	**Not Provided**
§ 4.1.1.6 Building Information Model management responsibilities	**Not Provided**
§ 4.1.1.7 Development of Building Information Models for post construction use	**Not Provided**
§ 4.1.1.8 Civil engineering	**Not Provided**
§ 4.1.1.9 Landscape design	**Not Provided**
§ 4.1.1.10 Architectural interior design	**Architect - Does not include furniture design**
§ 4.1.1.11 Value analysis	**Not Provided**
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	**Not Provided**
§ 4.1.1.13 On-site project representation	**Not Provided**
§ 4.1.1.14 Conformed documents for construction	**Not Provided**

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Contractor
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	See Below Paragraph 4.1.2.1

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Architect/Engineers will provide existing facilities survey to the extent that, in addition to code review, renovation design can be developed.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

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.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 **Two** (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 **Forteen** (14) visits to the site by the Architect during construction

.3 **Two** (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 **Two** (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

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§ 4.2.5 If the services covered by this Agreement have not been completed within **Eighteen (18)** months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

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§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;
- **.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- **.5** implement any other mutually acceptable alternative.

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§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

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§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[X] Arbitration pursuant to Section 8.3 of this Agreement

[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

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§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

Init.
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§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific

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information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Six and a Half (6.5) % of the cost of construction.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

$18,000.00 fee has been added to Basic Services for items indicated under section 4.1.2.1.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Fee for additional services to be calculated by Hourly Rate in accordance with Paragraph 11.7.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus **Twenty-Five** percent (**25** %), or as follows:

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(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	**Fifteen**	percent (	**15**	%)
Design Development Phase	**Twenty**	percent (	**20**	%)
Construction Documents Phase	**Forty**	percent (	**40**	%)
Procurement Phase	**Five**	percent (	**5**	%)
Construction Phase	**Twenty**	percent (	**20**	%)
Total Basic Compensation	one hundred	percent (	100	%)

(Paragraph deleted)

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Exhibit "B" - Hourly Fee Schedule

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- **.1** Transportation and authorized out-of-town travel and subsistence;
- **.2** Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- **.3** Permitting and other fees required by authorities having jurisdiction over the Project;
- **.4** Printing, reproductions, plots, and standard form documents;
- **.5** Postage, handling, and delivery;
- **.6** Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- **.7** Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- **.8** If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- **.9** All taxes levied on professional services and on reimbursable expenses;
- **.10** Site office expenses;
- **.11** Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- **.12** Other similar Project-related expenditures.

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus **Ten** percent (**10** %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of **Zero Dollars and Zero Cents** (**$ 0.00**) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid **Thirty** (**30**) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

5.50 % per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

.2 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

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(Insert the date of the E204-2017 incorporated into this agreement.)

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit "A" - Scope of Work
Exhibit "B" - Hourly Fee Schedule

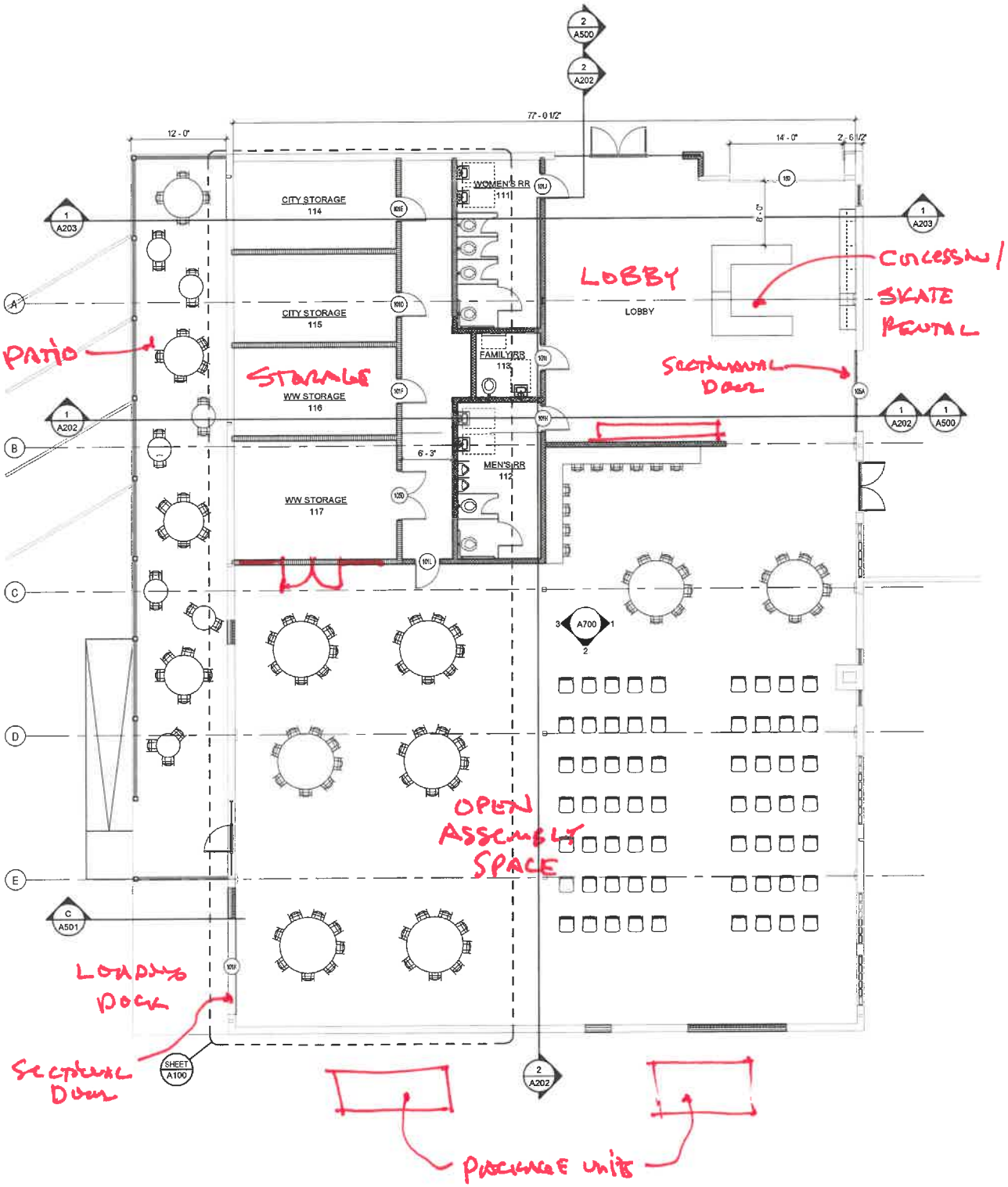
.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)* 23 June 2025
Harold Copenhaver, Mayor	Kyle Cook President
(Printed name and title)	*(Printed name, title, and license number, if required)*

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EXHIBIT "A"


CITY STORAGE
114
CITY STORAGE
115
WW STORAGE
116
WW STORAGE
117
WOMEN'S RR
111
FAMILY RR
113
MEN'S RR
112
LOBBY
LOBBY
PATIO
STORAGE
CONCESSION / SKATE RENTAL
SECTIONAL DOOR
OPEN ASSEMBLY SPACE
LOADING DOCK
SECTIONAL DOOR
PACKAGE UNIT
77' - 0 1/2"
12' - 0"
14' - 0"
6' - 3"
8' - 0"
A700
A202
A203
A500
A501
A100

THE

hello
LOCAL FOOD

BRACKETT KRENNERICH I ARCHITECTS
100 E. Huntington Ave, Ste D, Jonesboro, Arkansas 72401
Phone: 870-932-0571 | Fax: 870-932-0975

Project Meeting Minutes

Date: December 2, 2024

Project: Renovations to:
Winter Wonderland – City of Jonesboro
Jonesboro, AR

#2418

MEETING MINUTES

Craig Light – Jonesboro Chief Engineer

Danny Kapales – Jonesboro Parks Director

Kyle Cook – Brackett-Krennerich

Cody Springer – Brackett-Krennerich

GENERAL DISCUSSION ITEMS

1. The group discussed the opportunities for development of the existing Winter Wonderland facility.
2. A phased construction approach would most likely be the best course of action to meet yearly budget constraints.
    a) Phase 1 will likely need to include the ADA bathroom upgrade and concession area.
3. The concession will consist of an open room with owner furnished tables. This would just be bagged/prepackaged foods so there would be no need for a grease trap or 3 compartment sinks in the initial build. BK can look at the possibly for a future caterer's kitchen for larger events.

CONSTRUCTION

4. An asbestos survey needs to be performed on plumbing pipe insulation and other elements of the existing building. The city does not have a survey currently.
5. The city may have information for an existing topographic survey performed for flatwork and pavilion construction.
6. The group discussed some additional construction items:
    a. Existing Drawings/Plumbing
        i. Existing plumbing lines enter the building at the northwest side, there is another sewer line hook-up possible on the southwest side
    b. Mechanical Upgrades (Unit Location likely on Southeast side)
    c. Bronze front door & standing seam roof are new and put in by the city
    d. Danny has discussed with Rob Gibson for looking at changing out existing signage in favor of digital signage
    e. Doorways connecting storage to display areas should be able to fit an MT100 pallet jack through them

BRACKETT KRENNERICH I ARCHITECTS
100 E. Huntington Ave, Ste D, Jonesboro, Arkansas 72401
Phone: 870-932-0571 I Fax: 870-932-0975

ACTION ITEMS

7. Parks and Recreation will ask the city which storage units they would require to stay in place.
8. BK will provide a proposal for design services to begin.
9. BK will continue moving forward with building survey and schematic design as discussed.

Exhibit "B"

Hourly Rate Schedule

Brackett-Krennerich & Associates, P.A.

Effective April 7, 2025

Kyle Cook, Principal Architect	$225.00 per hour
Todd Welch, Principal Architect	$225.00 per hour
Katie Singleton, Project Architect	$185.00 per hour
Steve Schoettle, Project Manager	$165.00 per hour
Cody Springer, Intern Architect	$135.00 per hour
Chris Ormond, Computer Drafter/BIM Operator (Level 1)	$65.00 per hour
Stephan DeLange, Computer Drafter/BIM Operator (Level 2)	$85.00 per hour
Amanda Penn, Interior Designer (Level 2)	$100.00 per hour
Alex Poff, Construction Administrator	$90.00 per hour
Lynlee Wilkins, Office Manager	$90.00 per hour

Agenda Date: **Version:** 1 **Status:** Recommended to Council

In Control: Finance & Administration Council Committee **File Type:** Resolution

A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO APPROVE THE ATTACHED FEE PROPOSALS FOR ADDITIONAL SERVICES FOR THE EAST JOHNSON AVENUE (STATE HIGHWAY 91) SIDEWALKS & LANE RECONFIGURATION PROJECT

WHEREAS, Pickering Firm, Inc. was selected for the East Johnson Avenue (State Highway 91) Sidewalk & Lane Reconfiguration project;

WHEREAS, the City of Jonesboro desires to increase the project with the attached Fee Proposals in the amount of $38,000.00 for Construction Bid Plans and $76,361.00 for Construction Administration & Inspection Services; and,

WHEREAS, funding for the execution of the fee proposals shall come from the Capital budget and compensation shall be paid in accordance with fee proposals.

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

Section 1: That the City of Jonesboro hereby accepts the attached Fee Proposals in the amount of $38,000.00 for Construction Bid Plans and $76,361.00 for Construction Administration & Inspection Services for the East Johnson Avenue (State Highway 91) Sidewalk & Lane Reconfiguration project.

Section 2. That funding for the execution of the fee proposals shall come from the Capital budget and compensation shall be paid in accordance with the fee proposals.

Section 3. The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to accept these Fee Proposals and direct the Purchasing Agent to increase the Purchase Order amount.

Pickering

Service and Good Work…
Our Foundation, Our Future
Since 1946

June 24, 2025

Mr. Craig Light, P.E.
Engineering Director
City of Jonesboro
300 S. Church
Jonesboro, AR 72401

Re: East Johnson Avenue (State Highway 91) Sidewalks & Lane Reconfiguration
Additional Services – Construction Bid Plans
Jonesboro, Arkansas

Mr. Light:

Pickering Firm, Inc., herein known as Pickering (the "Consultant"), is pleased to submit this Scope of Work and Fee Proposal to the City of Jonesboro, herein known as the City (the "Client"), for providing Professional Engineering services for the development of the above referenced project. Our scope of services, schedule, and fee are shown below.

General Project Description

Pickering was originally contracted to provide services that included the development of ARDOT permit drawings for the addition of sidewalks on East Johnson Avenue (Johnson) in two specific locations and to reconfigure the lane layout in one area. After numerous reviews, the permit drawings were completed and the City received the required ARDOT permit. The City previously planned to use City crews to complete the improvements, but has since decided only build part of the project in-house and bid out the remainder of the project. Revisions to the plans are required to expand the plan set to include necessary details and typical layout of a construction bid set and remove Site 1 from the bid set of plans. Site 1 is being constructed by the City. In addition to the above-mentioned changes, the permit plans went through numerous ARDOT reviews and requested revisions which was well beyond what was originally scoped. The reviews and changes requested required the production of plans well beyond that of permit plans originally scoped. Revisions are more specifically defined as follows:

Scope of Services

East Johnson Avenue Sidewalks & Lane Reconfiguration – Construction Plans

Pickering will provide the following tasks for the improvements to Johnson:

- Address numerous rounds of comments requested through ARDOT reviews which required additional analysis and plans production.

- Remove plan sheets and related details for Site 1 from the permit drawings. The bid set will only include Site 2 of the permit drawings. Revise all references to Site 1 or Site 2.
- Revise Signal details at Caraway Rd. to remove signal loops, as this intersection is controlled by cameras.
- Develop and include additional plan sheets
    - Title Sheet
    - Index
    - Specifications and General Notes
    - Erosion Control Details
    - Summary of Quantities
- Prepare an erosion control plan, including notes and details, for the project site. Project contour plans for staged construction of erosion control features are not included.
- A Stormwater Pollution Prevention Plan (SWPPP) will be produced. The disturbed area is greater than 1 acre but less than 5 acres. Project will qualify a small construction site.
- ARDOT details and technical specifications will be used.
- Prepare a Final Construction Cost Estimate.
- Prepare a Unit Bid Schedule for inclusion in the front end contract documents.
- The City will be responsible for front end contract documentation, advertising and bidding, and award of the project. Pickering will assist the City with the advertising and bidding process, as needed. Pickering will address contractor RFIs and assist with any addendums needed as a part of the bid process. Pickering will assist the City with review of all bids received, if needed.
- After reviews have been completed and addressed, Pickering will provide an electronic copy of the final plan set to the client in PDF format. CAD files can be made available upon request.

Items Specifically Excluded

1. Environmental Permitting
2. Public or private utility plans
3. Construction inspection services (To be added with Supplemental Agreement)

Project Schedule

Pickering will begin work as soon as the notice to proceed is received. Completion dates are flexible and will be coordinated with the City to ensure the project is not delayed. City desires to bid the project and be ready to start construction the first part of 2026.

Compensation for Basic Services

We will invoice you monthly based on a percentage of actual work completed. We propose to complete the work in the scope of basic services with the fee basis noted below plus customer reimbursable expenses. No markup will be included for reimbursable expenses.

East Johnson Avenue Sidewalks & Lane Reconfiguration – Construction Plans
Lump Sum Fee $38,500.00

Additional Services

If the City requires services beyond what is provided for in the scope of services listed above, said services can be performed based upon a negotiated lump sum fee agreed to by both parties. Additional services will only be performed after written authorization is received.

Please advise if further information is desired and do not hesitate to give me a call at (870) 336-0117 if you have any questions.

Sincerely,

PICKERING FIRM INCORPORATED



Michael L. Foster, P.E.
Project Manager

J:\Proposals\Taegtmeyer\City of Jonesboro\Johnson Ave Sidewalks Lane Reconfiguration Const Plans\Johnson Ave Sidewalks_Lane Reconfiguration Const Plans.docx

Pickering
Service and Good Work…
Our Foundation, Our Future
Since 1946

June 24, 2025

Mr. Craig Light, P.E.
Engineering Director
City of Jonesboro
300 S. Church
Jonesboro, AR 72401

Re: East Johnson Avenue (State Highway 91) Sidewalks & Lane Reconfiguration
Construction Administration & Inspection Services
Jonesboro, Arkansas

Mr. Light:

Pickering Firm, Inc., herein known as Pickering (the "Consultant"), is pleased to submit this Scope of Work and Fee Proposal to the City of Jonesboro, herein known as the City (the "Client"), for providing Professional Engineering services for the development of the above referenced project. Our scope of services, schedule, and fee are shown below.

General Project Description

Pickering preformed the design and prepared the construction plans for the addition of sidewalks on East Johnson Avenue (State Highway 91) and to reconfigure the lane layout near University Loop Intersection. The City is preparing to advertise and accept bids for the construction of the project. The City is requesting Construction Administration and Inspection Services be performed to ensure contractor compliance with the plans and specifications. A more detailed description of anticipated services is shown below in the Scope of Services.

Scope of Services

Construction Administration & Inspection Services

1. Pickering will prepare for and conduct the Preconstruction Meeting to review the plans, required work, express expectations, and resolve any questions that arise at the meeting. Pickering will prepare and distribute minutes of the meeting.

2. Pickering will review submittals provided by the contractor for compliance with the plans and specifications.

3. Pickering will prepare for and conduct project progress meetings, if needed. The meetings will be held to discuss recent progress, upcoming events in the schedule, and problems associated with the project. It is assumed the contract will last approximately 120 calendar days. For the purposes of this estimate, it is assumed there will be 4 progress meetings, if required.

4. Pickering will coordinate and process any change orders required. Pickering will negotiate prices for additional pay items with the contractor and coordinate acceptance of prices with the City. Pickering will prepare the final change order and submit to the City for final review, approval, and processing.

5. Contractor monthly progress payment applications will be submitted to Pickering for review and confirmation of work complete. Since full time inspection will not be provided, verifications will be based on field measurements, visual inspections, and records such as material tickets. Five progress payments (4 monthly and 1 final) were assumed for purposes of this estimate.

6. Pickering will provide inspection services based on daily site visits while the contractor is actively working on site for a visual inspection of work being performed and discussions with the contractor. Pickering will not be on-site full time but will be on site to perform critical point inspections such as the inspection of formwork prior to a concrete pour, to visually inspect paving operations conform to line and grade established in the plans, and other points during the construction that City staff or Pickering deem to warrant inspection prior to the contractor proceeding. Pickering personnel will inspect work that is in place for substantial conformance with the project plans and specifications. Pickering will coordinate with the selected contractor for critical point inspections. For this estimate construction is assumed to take 120 calendar days.

7. Pickering will document daily contractor operations, specific work being performed, and any other information to adequately record operations on site.

8. Pickering will perform erosion control inspections at a minimum of every 7 days or after a rain event. Deficiencies will be noted and the contractor notified of these deficiencies and required corrections.

9. Pickering will assist the City with close-out after project completion including final walk through and punch list completion.

10. Any Quality Assurance (QA) sampling and testing, if required, will be provided by the City or considered additional services.

Items Specifically Excluded

1. Full time field inspection
2. Material sampling & testing
3. Construction surveying or staking

Compensation for Basic Services

We will invoice you monthly based on actual work completed. We propose to complete the work in the scope of basic services with the fee basis noted below plus client reimbursable expenses. No markup will be included for reimbursable expenses.

A breakdown of the fee can be found on the attached manhour and fee estimate. The multiplier for this individual task order is 3.433 based upon an indirect cost rate of 205.87 percent plus 0.684 percent facilities capital cost of money (FCCM) (FY 2023) and a 12 percent fixed fee.

East Johnson Avenue Sidewalks & Lane Reconfiguration – Construction Plans
Cost plus Fixed Fee, NTE $76,361.00

Additional Services

If the City requires services beyond what is provided for in the scope of services listed above, said services can be performed based upon a negotiated lump sum fee agreed to by both parties. Additional services will only be performed after written authorization is received.

Please advise if further information is desired and do not hesitate to give me a call at (870) 336-0117 if you have any questions.

Sincerely,

PICKERING FIRM INCORPORATED



Michael L. Foster, P.E.
Project Manager

Enclosures: Justification of Fees and Costs

J:\Proposals\Taegtmeyer\City of Jonesboro\Johnson Ave Sidewalks Lane Reconfiguration CA Services\Johnson Ave Sidewalks_Lane Reconfiguration CA Services.docx

Justification of Fees and Costs
East Johnson Avenue Sidewalks & Lane Configuration
Constrcution Adminstration & Inspection Services
City of Jonesboro, Arkansas

Assumed contract time of 120 calendar days	Estimated Hours				
	Project Manager	Senior Engineer	Engineer	Engineer Intern	Total Hours
Constrcution Administration					
Preconstruction Conference	2		4	4	10
Material Submittals	0		24	24	48
Site Inspections (Daily)	2		80	320	402
Pay applications (1 per month)	2		5	5	12
Change Orders	2		16	8	26
Progress Meetings (1 per month), if needed	2		5	5	12
Close out Docs	1		8	8	17
Billing & Contract Admin.	2		8		10
					0
					0
					0
					0
					0
Totals	13	0	150	374	537
Labor Rates	$ 64.00	$ 64.00	$ 53.00	$ 36.00	
Labor Cost	$ 832.00	$ -	$ 7,950.00	$ 13,464.00	**$ 22,246.00**
Overhead					**$ 45,797.84**
					$ 68,043.84
Fixed Fee					**$ 8,165.26**
					$ 152.16
					$ 76,361.26

Direct Costs:	Qty.
Mileage	0
Meals	0
Lodging	0
Postage	0
Reproductions: 8 1/2" x 11"	0
Reproductions: 11" x 17"	0
Reproductions: Full Size	0

$0.00

Total $ 76,361.00

Text File

File Number: RES-25:097

Agenda Date: **Version:** 1 **Status:** Recommended to Council

In Control: Finance & Administration Council Committee **File Type:** Resolution

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

LEGAL DESCRIPTION: NE JB NETTLETON CITY

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

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

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

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

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

JONESBORO ARKANSAS People. Pride. Progress.

Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403 **870-933-4658**

AFFIDAVIT

CRAWFORD RANDY & ALEY

PO BOX 16354

JONESBORO, AR 72403-6705

RE: 2612 CRAWFORD DR

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

Eric Schmett
Jonesboro Code Enforcement

Subscribed and sworn before me the 31st day of March, 2025.

Notary Public

STATE OF ARKANSAS NOTARY PUBLIC
MARIA RESENDIZ
MY COMMISSION # 00000032
EXPIRES: March 10, 2034
Craighead County

My commission expires: 10 March 2034

JONESBORO
ARKANSAS

Notice of Violation

03/31/2025

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

Case #: 251516
In regards to property located at: 2612 CRAWFORD DR, JONESBORO, Arkansas 72401

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

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

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

30-5 Unsightly or Unsanitary Conditions

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

Sincerely,

C Blake Nichols

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

9589 0710 5270 2238 0452 25

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

Postage
$

Total Postage and Fees
$

310 EAST STREET POST OFFICE
MAR 31 2025
JONESBORO, AR 72401

Postmark Here

Sent To
Crawford Pandy & Aley

Street and Apt. No., or PO Box No.
PO BOX 1623547

City, State, ZIP+4®
Jonesboro AR 72403-6705

101

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

CITY OF JONESBORO
Code Enforcement
Request For Invoice

Date: 5-22-2025

To: Tosha Moss

Case #: 252586

Property Address: 2612 Crawford APN# 01-144273-02300
Jonesboro, AR 72401

Letter Sent on: 3-21-2025
Comply by Date: 04-11-2025
Date of Mowing Service: 05-15-2025

Need to send the following charges to this person.

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

ITEMS	AMOUNTS
Filing Fees	$ 15.00
Admin Fees	$ 200.00
Mowing	$ 60.00
Total	$ 275.00

Thank you,

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

JONESBORO ARKANSAS People. Pride. Progress.

Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403 870-933-4658

AFFIDAVIT

RANDY & ALEY CRAWFORD

PO BOX 16354

JONESBORO AR 72403

RE: 2612 CRAWFORD

I, Eric Schmett, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 22nd day of May, 2025.

Eric Schmett
Jonesboro Code Enforcement

Subscribed and sworn before me the 22nd day of May, 2025.

Notary Public

STATE OF ARKANSAS NOTARY PUBLIC
MARIA RESENDEZ
MY COMMISSION # 00000532
EXPIRES: March 10, 2034
Craighead County

My commission expires: 10 March 2034

DATE	INVOICE NO
5/22/2025	0069425

BILL TO
Randy & Aley Crawford PO Box 16354 Jonesboro, AR 72403

DUE DATE
6/26/2025

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
PREVIOUS OUTSTANDING BALANCE						11,191.32
Code Enforcement Charges:						
Filing Fee - 2612 Crawford	1.00	15.00	15.00	0.00	0.00	15.00
Admin. Fee - 2612 Crawford	1.00	200.00	200.00	0.00	0.00	200.00
Mowing - 2612 Crawford	1.00	60.00	60.00	0.00	0.00	60.00
		INVOICE TOTAL:	**275.00**	**0.00**	**0.00**	**275.00**

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

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

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

DUE DATE	INVOICE NO
6/26/2025	0069425

Customer Name: Randy & Aley Crawford
Customer No: 023540

Account No: 0035631 - Code Enforcement Charges

Please remit payment by the due date to:

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

Invoice Total:	275.00
Discounts:	0.00
Credit Applied:	0.00
Ending Balance:	11,466.32
INVOICE BALANCE:	**$275.00**
AMOUNT PAID:	_____

9589 0710 5270 2238 0423 92

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

Postage
$

Total Postage and Fees
$

Postmark Here

10 EAST STREET POST OFFICE
MAY 22 2025
JONESBORO, AR 72401

Sent To
Randy & Aley Crawford

Street and Apt. No., or PO Box No.
Po Box 162354

City, State, ZIP+4®
Jonesboro AR 72401

105

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

JONESBORO ARKANSAS People. Pride. Progress.

Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403 **870-933-4658**

AFFIDAVIT

Randy & Aley Crawford

PO Box 16354

Jonesboro, AR 72403

RE: 2612 Crawford

I, Eric Schmett, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 27th day of June, 2025.

Eric Schmett
Jonesboro Code Enforcement

Subscribed and sworn before me the 27th day of June, 2025.

Notary Public

STATE OF ARKANSAS NOTARY PUBLIC
MARIA RESENDEZ
MY COMMISSION # 00000932
EXPIRES: March 10, 2034
Craighead County

My commission expires: 10 March 2034

JONESBORO

Invoice# : 0069425
Case# : 252586

Notice Mailed Prior to 6/27/2025

Randy & Aley Crawford
PO Box 16354
Jonesboro, AR 72403

Subject: 2612 Crawford Parcel# 01-144273-02300

This is notification that the property mentioned above is subject to a lien for cost and expenses due to the City of Jonesboro for correcting code violations. This lien will be placed on the agenda for approval before the City Council of the City of Jonesboro on 8/5/2025.

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

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

Postage
$

Total Postage and Fees
$

Postmark Here

310 EAST STREET POST OFFICE
JONESBORO, AR 72401
JUN 27 2025

Sent To
Randy + Aley Crawford
Street and Apt. No., or PO Box No.
PO Box 116354
City, State, ZIP+4®
Jonesboro AR 72403

108

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

Text File

File Number: RES-25:098

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 211 PINE, PARCEL 01-144074-02600, OWNED BY REGINA STEELE IN THE AMOUNT OF $315

LEGAL DESCRIPTION: HAYES SECOND ADDITION LOTS 37-38

WHEREAS, REGINA STEELE, the owner of record, was properly notified of a code violation at 211 Pine, 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 13th of May 2025 using city funds in the amount of $275; and,

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

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

Section 1: The city should proceed with placing a lien on the property located at 211 Pine.

JONESBORO ARKANSAS People. Pride. Progress.

Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403 **870-933-4658**

AFFIDAVIT

REGINA STEELE

211 PINE ST

JONESBORO, AR 72401-11746

RE: 211 PINE

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 22nd day of April, 2025.

Eric Schmett
Jonesboro Code Enforcement

Subscribed and sworn before me the 22nd day of April, 2025.

Notary Public

STATE OF ARKANSAS NOTARY PUBLIC
MARIA RESENDEZ
MY COMMISSION # 00000932
EXPIRES: March 10, 2034
Craighead County

My commission expires: 10 March 2034

JONESBORO
ARKANSAS

Notice of Violation

04/22/2025

REGINA STEELE
211 PINE ST
JONESBORO AR 72401-11746

Case #: 251764
In regards to property located at: 211 PINE, JONESBORO, AR 72401

Our records show that you own the property listed above. We have observed that the property is very overgrown and needs to be mowed and kept maintained. 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 05/01/2025. If the issue is not corrected by the date listed, the City will hire a contractor to 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

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

870-604-5579

Sincerely,

Jessica Allred

Jessica Allred
Code Enforcement Officer
P.O. Box 1845
Jonesboro, AR 72403

9589 0710 5270 2238 0453 55

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

Postage
$

Total Postage and Fees
$

Postmark Here

1ST STREET POST OFFICE
APR 22 2025
JONESBORO, AR 72401

Sent To
Regina Steele
Street and Apt. No., or PO Box No.
211 Pine St
City, State, ZIP+4®
Jonesboro AR 72401-1174

112

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

CITY OF JONESBORO
Code Enforcement
Request For Invoice

Date: 4-18-2025

To: Tosha Moss

Case #: 251764

Property Address: 211 Pine APN# 01-144074-02600
Jonesboro, AR 72401

Letter Sent on: 4-22-2025
Comply by Date: 05-01-2025
Date of Mowing Service: 05-13-2025

Need to send the following charges to this person.

Property Owner:
REGINA STEELE
211 PINE ST
JONESBORO, AR 72401-11746

ITEMS	AMOUNTS
Filing Fees	$ 15.00
Admin Fees	$ 200.00
Mowing	$ 60.00
Total	$ 275.00

Thank you,

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

JONESBORO ARKANSAS People. Pride. Progress.

Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403 **870-933-4658**

AFFIDAVIT

REGINA STEELE

211 PINE ST

JONESBORO AR 72401

RE: 211 PINE

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 22nd day of May, 2025.

Eric Schmett
Jonesboro Code Enforcement

Subscribed and sworn before me the 22nd day of May, 2025.

MARIA RESENDEZ
MY COMMISSION # 00000932
EXPIRES: March 10, 2034
Craighead County

Notary Public

My commission expires: 10 March 2034

DATE	INVOICE NO
4/18/2025	0069426

BILL TO
Regina Steele 211 Pine Street Jonesboro, AR 72401

DUE DATE
6/26/2025

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
PREVIOUS OUTSTANDING BALANCE						0.00
Code Enforcement Charges:						
Filing Fee - 211 Pine	1.00	15.00	15.00	0.00	0.00	15.00
Admin. Fee - 211 Pine	1.00	200.00	200.00	0.00	0.00	200.00
Mowing - 211 Pine	1.00	60.00	60.00	0.00	0.00	60.00
		INVOICE TOTAL:	**275.00**	**0.00**	**0.00**	**275.00**

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

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

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

DUE DATE	INVOICE NO
6/26/2025	0069426

Customer Name: Regina Steele
Customer No: 024845

Account No: 0035973 - Code Enforcement Charges

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 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:	275.00
INVOICE BALANCE:	**$275.00**
AMOUNT PAID:	_____

9589 0710 5270 2238 0424 08

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

Postage
$

Total Postage and Fees
$

Postmark Here

300 EAST STREET POST OFFICE
MAY 22 2025
JONESBORO, AR 72401

Sent To
Regina Steele

Street and Apt. No., or PO Box No.
211 Pine St

City, State, ZIP+4®
Jonesboro AR 72401

116

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

JONESBORO ARKANSAS People. Pride. Progress.

Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403 **870-933-4658**

AFFIDAVIT

Regina Steele

211 Pine St

Jonesboro, AR 72401

RE: 211 Pine

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 27th day of June, 2025.

Eric Schmett
Jonesboro Code Enforcement

Subscribed and sworn before me the 27th day of June, 2025.

Notary Public

STATE OF ARKANSAS NOTARY PUBLIC
MARIA RESENDEZ
MY COMMISSION # 00000932
EXPIRES: March 10, 2034
Craighead County

My commission expires: 10 March 2034

JONESBORO
ARKANSAS

Invoice# : 0069426
Case# : 251764

Notice Mailed Prior to 6/27/2025

Regina Steele
211 Pine St
Jonesboro, AR 72401

Subject: 211 Pine Parcel# 01-144074-02600

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 8/5/2025.

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

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Jonesboro AR 72401

119

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

Agenda Date: **Version:** 1 **Status:** Recommended to Council

In Control: Finance & Administration Council Committee **File Type:** Resolution

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO A TRANSIT SERVICE AGREEMENT WITH ARKANSAS STATE UNIVERSITY AND TO AMEND THE FY2025 BUDGET TO ALLOW FOR THE ADDITION OF FOUR FULL-TIME DRIVERS AND TWO FULL-TIME PARATRANSIT DRIVERS NECESSARY TO PROVIDE REQUESTED SERVICE LEVELS AS A PART OF THE AGREEMENT

WHEREAS, the City of Jonesboro seeks to enhance public transit services to better serve the citizens of Jonesboro and the Arkansas State University campus; and

WHEREAS, the City of Jonesboro and Arkansas State University have negotiated a contract that is mutually agreeable; and

WHEREAS, the contract outlines a 3 year term that establishes an annual fee of $518,281.92 to be collected by the City of Jonesboro from Arkansas State University that will provide necessary funding for staffing, equipment depreciation, fuel cost and associated transit-related expenses; and

WHEREAS, a partnership between the City of Jonesboro and Arkansas State University will improve transit accessibility, reduce traffic congestion, and support sustainable transportation initiatives in the region; and

WHEREAS, in order to fulfill the obligations of the proposed transit service agreement with Arkansas State University and meet increased transit demands, the City of Jonesboro must add additional personnel, specifically four full-time drivers and two full-time Paratransit drivers; and

WHEREAS, the City of Jonesboro finds it necessary to amend its FY2025 budget to accommodate the salaries, benefits, and associated costs of the additional full-time transit staff positions.

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

SECTION 1. The Mayor or his designee is hereby authorized to enter into a transit service agreement with Arkansas State University, subject to review and approval by the City Attorney.

SECTION 2. City of Jonesboro's [FY 2025] JETS budget will be amended by $259,000 for revenue contracted to be received and respective operational expenses to include funding for four (4) full-time driver positions and two (2) full-time Paratransit driver positions, including salaries, benefits, and related operational expenses.

Contract for Provision of Public Transportation Services

This contract is made this _____ day of _____, 2025 by and between the CITY OF JONESBORO, ARKANSAS, a Arkansas municipal corporation ("CITY") and ARKANSAS STATE UNIVERSITY - JONESBORO, an Arkansas public university ("University").

In consideration of the mutual promises contained in the contract, the parties agree as follows:

1. The City operates a public transportation service in Jonesboro and Jonesboro Economical Transit (JETS) is a department within the City of Jonesboro.
2. The City and the University desires to enter into a 3-year all-inclusive pilot program that would include any future upgrades. Data collection and analysis will be on-going with a decision to renew/discontinue occurring 6 months prior to the end of this agreement.
3. The services under this contract starts August 16, 2025 through August 15, 2028 with regular schedule Monday to Friday and limited stops on Saturday. See Exhibit I for scheduled stops on University Campus.
4. For the City's provision of public transportation Service on JET the University shall pay the City annually $518,281.92. This sum shall represent the University's payment for the local share of the operating costs of the system. The sum shall be paid in four (4) equal installments, with the first payment due on or before August 15, the second due on or before November 15, the third due on or before February 15 and the final due on or before May 15 of each fiscal year of this contract.
5. The University shall not have any title or interest in capital or other property of JET and the University's sole rights in the JET shall be the contract rights as specified in this contract.
6. The University will own any bus stops paid by the University for the purposes of bus stops under this contract. The University will be responsible the cleaning and maintaining these structures.
7. The City shall use the funds paid by the University pursuant to this contract for the purposes of paying expenses incurred by the City in the establishment, operation, maintenance, or improvement of the JET system. The City will account for the annual operating expenses of JET.
8. The City agrees to charge no fare to any full-time or part-time student or of the following institutions:
    - Arkansas State University – Jonesboro
    - New York Institute of Technology College of Medicine

    A valid identification must be presented upon boarding. Fare-free rides are provided at any regularly schedule stop.
9. JET currently provides 9 fixed route bus spots on the University campus and one will-call stop.
    - Fowler Center
    - Campus Police
    - Bookout Plaza
    - ROTC
    - Marian Berry and H.P.E.S.S.
    - Aggie/Azalea
    - North Park Plaza
    - The Yard and Marion Berry
    - Embassy Suites

- Student Union (Will-Call)

10. The City, in operating JET, shall provide at minimum:
    - A service schedule cognizant of the class schedule of the University and including times when students, faculty and staff need to travel, insofar as possible.
    - A route system covering the campus, major student residential areas, and other areas where students, faculty and staff need to travel, insofar as possible.
11. Future Plans
    - A fifth route affecting the University is in the planning stages to happen soon.
    - An expansion beyond football to other sporting events, conventions, concerts, plays, art shows and other events to be mutually agreed upon.
    - Additional stops at College of Agriculture, Jonesboro Municipal Airport and Farmers Market.
    - Creation of On-Campus Transfer Center.
12. Notwithstanding any other provision of this contract, the City or the University may terminate this contract upon ninety (90) days' written notice to the other.
13. City of Jonesboro JET shall not be in default of any provisions of this agreement for failure to performed where such failure is due solely to strikes, walk-outs, civil insurrections or disorders, orders of civil authorities, acts of God, or for any other cause or causes beyond the control of the City of Jonesboro. In the event that service is substantially disrupted for a period in excess of three (3) days (72 hours) during the period in which service has been offered the set fee owed by the University shall be reduced by the prorated daily amount of the value of the hours missed.
14. Any request, notice or other communication under this Contract must be in writing and delivered personally or by messenger, private mail, courier service, facsimile sent by registered, certified mail, return receipt requested, or postage prepaid as follows:

    To ASU

    Office of Finance and Administration
    Administration Building
    Arkansas State University
    Jonesboro, AR 72467

    To City

    Jonesboro Economical Transit
    P.O. Box 1845
    Jonesboro, AR 72403

IN WITNESS WHEREOF, the parties have respectively signed this contract by their duly authorized officers as of the date and year first written above

ARKANSAS STATE UNIVERSITY

By: _____

Russ Hannah, Vice Chancellor

Date: _____

CITY OF JONESBORO

By: _____

Harold Copenhaver, Mayor

Date: _____

EXHIBIT 1

NEW ROUTES AND SCHEDULED STOPS



EXHIBIT 2

JETS BUDGET PROPOSAL

Jonesboro Econimical Transit (JETS)
Arkansas State University - Jonesboro Public Transportation Services
Proforma

	Year 1	Year 2	Year 3
Revenue			
Annual Services Contract	$ 518,281.92	$ 518,281.92	$ 518,281.92
Total Revenue	$ 518,281.92	$ 518,281.92	$ 518,281.92

Expense			
Dedicated ASU Route (2 Fixed Weekday)	$ 518,221.38	$ 518,221.38	$ 518,221.38
Total Expense	$ 518,221.38	$ 518,221.38	$ 518,221.38
Net Surplus	$ 60.54	$ 60.54	$ 60.54

Current System Existing Route Analysis	
Current System Route Coverage Hours	41,444
System Budget	$ 2,710,121
System per hour route coverage cost	$ 65
Additional 20% Cost Factor	$ 78

ASU Route Coverage Analysis	
Weekday (# of Routes)	2
Saturday (# of Routes)	-
Weekday (hours/route)	13
Saturday (hours/route)	-
Weekday (# - exclude 6 Holidays)	254
Saturday (#)	-
ASU Route (Total hours)	6,604
ASU Route Estimated Coverage Hours	6,604
System per hour Estimated Cost	$ 78
ASU Route Estimated Cost	$ 518,221

Text File

File Number: RES-25:100

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 THE MAYOR TO ENTER INTO AN AGREEMENT WITH MOTOROLA SOLUTIONS, INC. TO ADD THE RADIO MANAGEMENT CLOUD HOSTED SUBSCRIPTION TO THE CITY OF JONESBORO SYSTEM FOR JONESBORO EMERGENCY SERVICES

WHEREAS, the City of Jonesboro, Arkansas and Motorola Solutions, Inc. desire to enter into an agreement for Motorola Solutions, Inc. to provide Radio Management Cloud Hosted services to the Jonesboro P25 system for use on the State of Arkansas's Wireless Information Network (AWIN); and

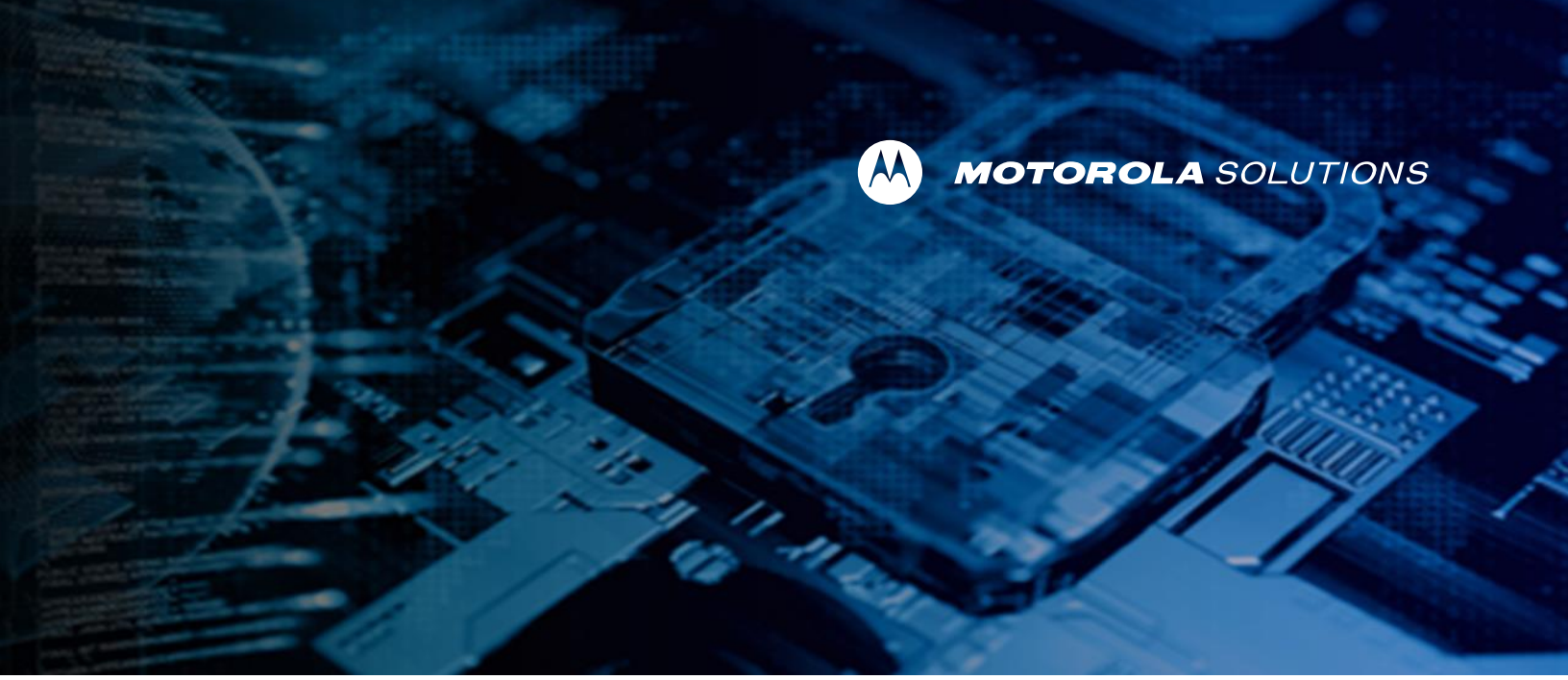
WHEREAS, funding for this Agreement is already allocated in the FY2025 budget; and

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

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

1. The City of Jonesboro approves the Agreement with Motorola Solutions, Inc. to provide Radio Management Cloud Hosted services to the Jonesboro P25 system for use on AWIN. That the term of the Agreement shall be for a period of three years with the option to extend at the end of the initial term. All other details of the agreement, including the scope of services to be provided, are set out in the attachment.

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



City of Jonesboro, AR

Radio Management Cloud Hosted

June 16, 2025

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola.

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Motorola Solutions, Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-3781 USA

June 16, 2025

Travis Williams
City of Jonesboro
2212 Brazos St.
Jonesboro, AR. 72401

Subject: Radio Management Cloud Hosted

Dear Mr. Williams,

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide the City of Jonesboro (Customer) with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To meet the functional and operational specifications of this solicitation our solution includes a combination of hardware, software, and services. Specifically this solution provides will add a Radio Management Cloud Hosted solution to the City of Jonesboro P25 system for use on the AWIN Network.

The products and services shall be provided under the terms and conditions of the Sourcewell contract # 042021-MOT and its applicable Motorola Solutions Customer Agreement (MCA). This proposal shall remain valid until August 15, 2025. You may accept the proposal by delivering to Motorola the signed Agreement and Purchase Order referencing the Sourcewell contract # 042021-MOT and this proposal. Any questions may be directed to your Motorola Account Executive, Phillip Jackson, at (870) 329-9509.

We thank you for the opportunity to furnish the City of Jonesboro with "best in class" solutions, and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Motorola Solutions, Inc.

Chuck Jones
Area Sales Manager
AR, LA, MS

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Section 1

System Description

1.1 System Overview

In response to the City of Jonesboro's (Customer) request, Motorola Solutions, Inc. (Motorola Solutions) is pleased to present the following proposal to add Radio Management Cloud Hosted to the City of Jonesboro P25 system for use on the State of Arkansas's Wireless Information Network (AWIN).

The Radio Management (RM) solution allows the County Radio administrator to send batch programming jobs through various media to reach all the subscribers in the fleet. This solution is designed to meet the needs described by the fleet manager and does not require the maintenance of a on premise RM server. The Radio Management Cloud hosted subscription is per subscriber ensuring pricing is based directly on the size of the City of Jonesboro's fleet. This solution will meet the current programming needs of the City of Jonesboro and is scalable to meet future capacity needs. Additional features and subscribers can easily be added to the subscription ensuring downstream system support.

The proposal includes the following:

- **(3) Years Radio Management Cloud Hosted Subscription**
- **(400) Radio Management Software Licenses (Online)**
- **(1) Radio Management Setup and Installation**
- **(1) Radio Management Training (Virtual)**
- **(1) Radio Management Laptop**
- **(1) Device Programmer**
- **(2) Programming Cables**
- **(4) APX 8000 TDMA and/or Wi-Fi Flash Upgrades**
- **(210) APX 6000 TDMA and/or Wi-Fi Flash Upgrades**
- **(158) APX 6500 TDMA and/or Wi-Fi Flash Upgrades**

1.2 Radio Management Cloud Hosted Overview

Radio Management (RM) comprises a suite of software applications that allows City to efficiently program and manage their fleet of APX radios with programming over multiple different connection methods (Directly, Wi-Fi, or LTE. This fleet management expansion of the City Programming Software

(CPS) solution uses a centralized SQL database in order to manage templates, configurations, Firmware, Voice Announcements, and Language Packs. The centralized SQL database can assign shared data to multiple radios, and allows for search, sort, and grouping functionality.

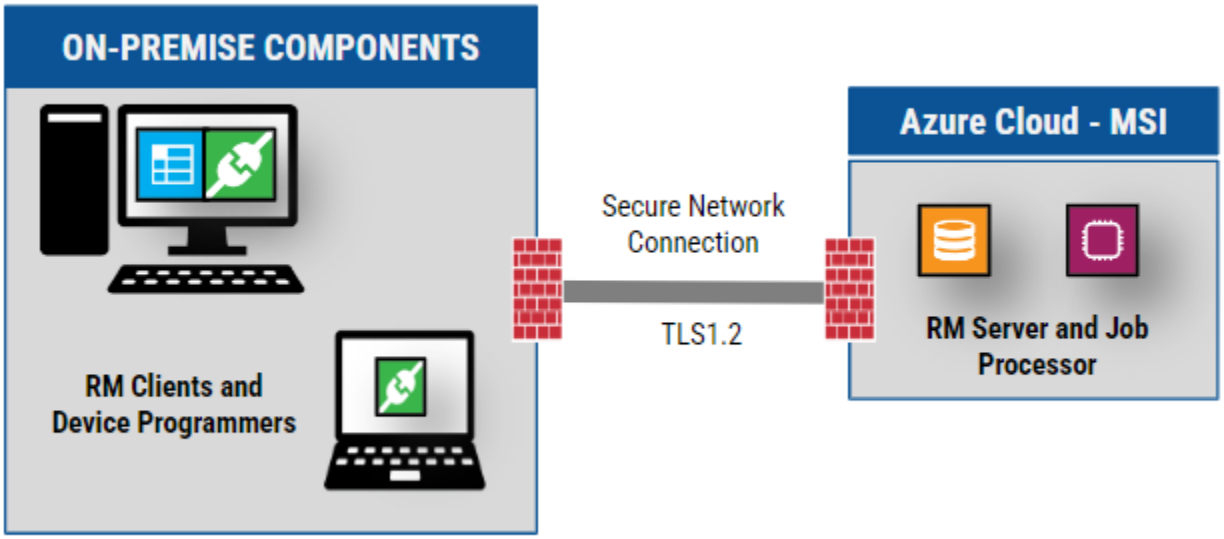


Figure 1: Radio Management Cloud Hosted Solution Overview

1.3 Hardware Specifications

Jonesboro can provide equipment for the Radio Management System. The minimum technical specifications for the required hardware are listed in Table 1. Hardware provided must meet these technical specifications.

Note: The installation of Radio Management is not supported in a virtual machine environment. A physical server must be supplied for the Radio Management and Job Processor Servers.

Device	Device Type	CPU Cores	RAM	Operating System	Hard Drive Capacity	Hard Drive Type	SQL Supported
Device Programmer	Desktop or Laptop	4	4 GB	Windows 10	250 GB	N/A	N/A
RM Client	Desktop or Laptop	4	4 GB	Windows 10	250 GB	N/A	N/A

*SAS HD with 2 TB unusable space for Data, QUAD NIC, Supports RAID 5

Table 1: Minimum Hardware Specifications

Section 2

Statement of Work

The document delineates the general responsibilities between Motorola and the City of Jonesboro as agreed to by contract.

2.1 Motorola Responsibilities

Motorola's general responsibilities include the following:

- Install the Motorola-supplied equipment described above.
- Schedule the implementation in agreement with the City of Jonesboro.
- Coordinate the activities of all Motorola subcontractors under this contract.
- Administer safe work procedures for installation.
- Provide specifications for the appropriate system interconnects.

2.2 City of Jonesboro Responsibilities

The City of Jonesboro will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. General City of Jonesboro responsibilities include but are not limited to the following:

- Provide an internet connection of at least 5 Mbps for the Radio Management Cloud server connection. Connection to the server is via a Static IP provided post on-boarding. The following ports will need to be opened on the City of Jonesboro's IT network:
  - HTTPS Port 443
  - TCP Ports 3416, 49202, 49205-49210, 50003, 51020-51030, 65534
- Provide and configure a Local Area Network (LAN) which will host the Motorola Solutions provided Radio Management Client PC and connect to the Radio Management Cloud server.
- Provide all buildings, equipment shelters, and towers required for system installation.
- Ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Obtain all licensing, site access, or permitting required for project implementation.
- Obtain frequencies for project as required.
- Provide required system interconnections.
- Provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment before delivery to the site(s).
- Coordinate the activities of all City of Jonesboro's vendors or other contractors.

2.3 Assumptions

Motorola Solutions has made several assumptions in preparing this proposal, which are noted below. Motorola Solutions will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions. Alternate solutions required may impact the work effort and/or schedule constituting a change order.

- No radio programming has been included in this proposal. All radio programming will be the responsibility of the City of Jonesboro.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage, and site grounding to support the requirements of the system described.
- Any site/location upgrades or modifications are the responsibility of City of Jonesboro.
- Any required system interconnections not specifically outlined here will be provided by City of Jonesboro.
- Assumes adequate rack space for all new Radio Management hardware at the City of Jonesboro's proposed location. No equipment racks have been included.
- The equipment location will have electrical and HVAC capacity to support the proposed equipment as well as meet Motorola's R56 Standards.
- This proposal assumes the City of Jonesboro has networking capacity to support the proposed equipment.
- No PC accessories have been included in this proposal. It is assumed that the City of Jonesboro will provide their own PC accessories for the Radio Management Client / Device Programmer. (i.e. Monitor, Keyboard, and Mouse)
- The City of Jonesboro can provide their own Windows 10 machines for the Radio Management Device Programmer and Client OR to add additional Device Programmers and Clients in the future as long as they meet the specifications for the Radio Management application and the City of Jonesboro is willing to take responsibility for the installation and management of the applications. Motorola Solutions has included (1) Client PC hardware desktop as part of this proposal for simplicity and reduced integration time.
- All Radio Management subscriber features require the radio programmer to physically program updates into the radio at least once.
- Additional features such as digital operation and Integrated Voice and Data (IV&D) could also be required if the radio does not already contain those features.
- WIFI programming is not included in this proposal but can be added as a feature once Radio Management is deployed.
- No spare equipment has been included.
- No recurring internet service provider costs have been included in this proposal. Any recurring service provider costs will be the responsibility of the City of Jonesboro.
- No civil or architectural engineering services have been included in this proposal.
- Due to significant market and tariff volatility, as well as fluctuations in the cost of energy and raw materials including, but not limited to, steel, copper, finished wood, and concrete, Motorola Solutions reserves the right to equitably adjust the contract price, completion schedule, and/or contract requirements. Additionally, Motorola Solutions reserves the right to apply a fuel surcharge to quoted freight rates based on the prevailing diesel cost at the time of shipment

Section 3

Service/Warranty

Motorola Solutions will provide warranty services for a period of 12 months per our standard warranty terms and conditions as outlined within the Motorola Customer Agreement (MCA) within this proposal.

Section 4

Preliminary Project Schedule

This section lists the preliminary project schedule for the proposed project.

The project schedule details the projected timeline for completing the required tasks to successfully implement the new communications system. During the Contract Design Review meeting, following contract award, Motorola's Project Manager will present a baseline project schedule to the City of Jonesboro based upon knowledge and timeline goals learned during meetings. The baseline schedule will be updated regularly during project implementation and provided to the City of Jonesboro's Project Manager in an agreed-upon format. Motorola and the City of Jonesboro will work together to identify all project responsibilities for the successful completion of the project.

Motorola intends to complete the project as efficiently as possible, in the interest of all parties. The Public Safety project schedule presented with this proposal is based on a 6 month implementation. The start date is based on the availability and readiness of shelters and towers at the proposed sites as the Customer is responsible for all tower space availability and shelters per R56 standards. In addition, any communications or fiber backhaul provided by the Customer must be in place.

Preliminary Project Schedule

Date	Milestone
Within 30 days	Contract Design Review (CDR).
Months 2-4	Equipment Manufacturing.
Months 5-6	Installation, Optimization, Testing, ATP, Cutover, and Final Acceptance.

Section 5

Pricing and Payment Terms

Description	Price ($)
Equipment	$226,586.00
Implementation and Warranty Services	$152,971.00
Subtotal	**$379,557.00**
Sourcewell Contract Discount	*($38,486.00)*
Subtotal System	**$341,071.00**
Estimated Tax	**$28,991.03**
Total System	**$370,062.03**

This proposal is subject to the terms and conditions of Motorola Solutions' Sourcewell Contract and this pricing is valid through August 15, 2025.

Payment Milestones

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase

1. **50% of the Contract Price due upon contract execution (due upon effective date);**
2. **50% of the Contract Price due upon Final Acceptance.**

Motorola reserves the right to make partial shipments of equipment and to invoice upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations completed on a site-by-site basis, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price.

Section 6

Contractual Documentation

Pursuant to Section 6, subsection B of the Sourcewell Contract Number 042021-MOT, the following additional terms and conditions apply to this offering.

Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the "**MCA**") is entered into between Motorola Solutions, Inc., and affiliated companies, with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("**Motorola**") and the entity purchasing Products (as defined below) from Motorola ("**Customer**"). Motorola and Customer will each be referred to herein as a "**Party**" and collectively as the "**Parties**". This Agreement (as defined below) is effective as of the earlier of (a) the first purchase of a Product from Motorola, and (b) the date of the last signature on the Agreement (the "**Effective Date**").

WHEREAS, Customer desires to purchase from Motorola and Motorola desires to sell to Customer certain Public Safety Equipment, Products and Services; and

WHEREAS, Sourcewell ("Sourcewell"), a State of Minnesota local government agency and service cooperative offering cooperative procurement solutions to government entities that access Sourcewell's cooperative purchasing contracts ("Participating Entities"); and

WHEREAS, on July 4, 2021, Sourcewell and Motorola entered into a contract identified as 042021-MOT, which provides that Participating Entities (including Customer) may purchase radio communications equipment from Motorola pursuant to certain terms contained therein (the "Contract"); and

WHEREAS, pursuant to Article 6.B of the Contracts, Motorola and Customer now wish to enter into this Agreement to delineate the specific terms of the purchase of Public Safety Equipment, Products and Services offered by Motorola to the Customer.

1. Agreement.

1.1. Scope; Agreement Documents. This MCA governs Customer's purchase of Products (as defined below) from Motorola. Additional terms and conditions applicable to specific Products are set forth in one or more agreed upon addenda incorporated within this MCA (each an "**Addendum**", and collectively the "**Addenda**"). This MCA, the applicable Addenda, and Proposal collectively form the Parties' "**Agreement**".

1.2. Order of Precedence. In interpreting this Agreement and resolving any ambiguities each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products described in such Addendum. The Proposal will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described in the Proposal.

2. Definitions.

"**Authorized Users**" means Customer's employees and contractors engaged for the purpose of supporting or using the Products and Services on behalf of Customer, and that are not competitors of Motorola, and the entities (if any) specified in a Proposal or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

"Change Order" means a written amendment to this Agreement after the Effective Date.

"Communications System" is a solution that includes at least one radio Product, whether devices, software, or infrastructure, and requires Integration Services to deploy such radio Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

"Contract Price" or "**Fees**" means the charges applicable to the Products, excluding applicable sales or similar taxes and freight charges.

"**Confidential Information**" means any and all non-public information provided by one Party to the other that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable business person would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products, and Documentation, as well as any other information relating to the Products.

"Customer Data" has the meaning given to it in the DPA.

"**Customer-Provided Equipment**" means components, including equipment and software, not provided by Motorola which may be used with the Products.

"**Data Processing Addendum**" or "**DPA**" means the Motorola Data Processing Addendum applicable to processing of data, including Customer Data, as updated, supplemented, or superseded from time to time. The DPA is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

"Documentation" means the documentation for the Products, or data, that is delivered or made available with the Products that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

"Equipment" means hardware provided by Motorola.

"Equipment Lease-Purchase Agreement" means the agreement by which Customer finances all or a portion of the Contract Price.

"Feedback" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including end users, in connection with or relating to the Products.

"Integration Services" means the design, deployment, implementation, and integration Services provided by Motorola in order to design, install, set up, configure, and/or integrate the applicable Products as agreed upon by the Parties.

"Licensed Software" means software which is made available to Customer by Motorola (for example software preinstalled on Equipment, accessible via a website provided by Motorola, or software installed on or made available for Customer-Provided Equipment) and is licensed to Customer by Motorola.

"**Lifecycle Management Services**" or "**LMS**" means upgrade services as set out in the applicable Proposal.

"Maintenance and Support Services" means the break/fix maintenance, technical support, or other Services described in the applicable Proposal.

"Motorola Data" means data owned by Motorola and made available to Customer in connection with the Products;

"Motorola Materials" means proprietary equipment, hardware, content, software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another

party). Products, Motorola Data, Third-Party Data (as defined in the DPA), and Documentation, are considered Motorola Materials.

"Non-Motorola Materials" means collectively, Customer or third-party equipment, software, services, hardware, content, and data that is not provided by Motorola.

"Proposal" means solution descriptions, pricing, equipment lists, statements of work ("**SOW**"), schedules, technical specifications, quotes, order forms, and other documents setting forth the Products to be purchased by Customer and provided by Motorola. The Proposal may also include an Acceptance Test Plan ("**ATP**"); a "Payment" Form (Communications System purchase only); or a "System Acceptance Certificate" (Communications System only), depending on the Products purchased by Customer.

"Products" or **"Product"** is how the Equipment, Licensed Software and Services being purchased by the Customer is collectively referred to in this Agreement (collectively as "Products", or individually as a "Product").

"Professional Services" are services provided by Motorola to Customer under this Agreement, including Integration Services, the nature and scope of which are more fully described in the Proposal.

"Prohibited Jurisdiction" means any jurisdiction in which the provision of such Products is prohibited under applicable laws or regulations.

"Services" means services, including access to services, as described in the Proposal, and includes Integration Services, Subscription Services, Professional Services, Maintenance & Support Services, and Lifecycle Management Services provided by Motorola.

"Service Completion Date" means the date of Motorola's completion of the Services described in a Proposal.

"Service Use Data" has the meaning given to it in the DPA.

"Site" or **"Sites"** means the location where the Integration Services, Lifecycle Management Services, or Maintenance and Support Services will take place.

"**Software-as-a-Service**" or "**SaaS**" means a solution that includes at least one Subscription Service and associated Licensed Software, which may include, as an example, client software or a web page.

"Software System" means a solution that includes at least one Licensed Software Product and requires Integration Services to deploy such Licensed Software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided by or made available to Customer by Motorola.

"**Subscription**" means a recurring payment for Products, as set out in the Proposal.

"Subscription Services" or "**Recurring Services**" means Services, including access to Services, paid for on a subscription basis. Subscription Services includes services available through SaaS Products.

"Term" means the term of this MCA which will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of Services under the last Proposal in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein.

3. Products and Services.

3.1. **Products.** Motorola will sell (a) Equipment, (b) licenses to Licensed Software, and (c) Services to Customer, to the extent each is set forth in this Agreement. At any time during the Term, Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in this Agreement. All Licensed Software is provided pursuant to the terms of the Software License Agreement.

3.2. Services.

3.2.1. Motorola will provide Services, to the extent set forth in this Agreement.

3.2.2. Integration Services; Maintenance and Support Services. Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties, or (b) Maintenance and Support Services or Lifecycle Management Services, each as further described in the applicable SOW. Terms applicable to Maintenance, Support and Lifecycle Management can be found in the Maintenance, Support and Lifecycle Management Addendum.

3.2.3. Service Proposals. The Fees for Services will be set forth in Motorola's Proposal. A Customer point of contact may be set forth in the applicable SOW for the Services.

3.2.4. Service Completion. Services described in a Proposal will be deemed complete upon the Service Completion Date, or as Services expire, or are renewed or terminated.

3.2.5. Professional Services

3.2.5.1. Additional Service Terms. If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations; network security assessment or network monitoring; software application development Services; or transport connectivity services, Additional Services Terms apply.

3.3. Additional Product Terms. If the Products include one of the following Products or Product types, additional terms apply as found in the below links:
Mobile Video Products, such as LPR cameras, bodycams, or vehicle cameras, and related software
Drone related Products
Comparison Manager
Data licensed from Motorola

3.4. Non-Preclusion. If, in connection with the Products provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

3.5. Customer Obligations. Customer represents that information Customer provides to Motorola in connection with receipt of Products are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

3.6. Documentation. Products may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly stated in a Proposal that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products.

3.7. Motorola Tools and Equipment. As part of delivering the Products, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in its custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all such tools and equipment in its possession or control.

3.8. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products.

3.9. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products in any Prohibited Jurisdiction, and Customer will not provide access to the Products to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

3.10. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party. If a requested change causes an increase or decrease in the Products, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

4. Term and Termination.

4.1. Term. The applicable Addendum or Proposal will set forth the Term for the Products governed thereby.

4.1.1. Subscription Terms. Unless otherwise specified in the Proposal, if the Products are purchased as a Subscription, the Subscription commences upon delivery of, or Customer having access to, the first applicable Product ordered under this Agreement and will continue for a twelve (12) month period or such other period identified in a Proposal (the "**Initial Subscription Period**") and, unless otherwise stated in the Proposal, will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year by notifying Customer of the proposed increase no later than thirty (30) days prior to commencement of the Renewal Subscription Year.

4.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.

4.3. Termination for Non-Appropriation. In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days' advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming Products delivered or performed prior to the date of termination.

4.4. Suspension of Services. Motorola may promptly terminate or suspend any Products under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

4.5. Wind Down of Subscription. In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Licensed Software or Subscription Services to customers.

4.6. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products already delivered or performed. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

4.7. Equipment. In the event that Customer purchases any Product at a price below the published list price for such Product in connection with Customer entering into a fixed- or minimum required-term agreement for Products, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Product or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.

5. Payment, Invoicing, Delivery and Risk of Loss

5.1. The Contract Price of $341,071.00, excluding taxes, is fully committed and identified, including all subsequent years of any contracted Services. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

5.2. Fees. Fees and charges applicable to the Products will be as set forth in the applicable Proposal. Changes in the scope of Products described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. The Fees for any Products exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), tariffs, fluctuations in the costs of energy, raw materials, and fuel. Motorola reserves the right to equitably adjust the Fees for these expenses upon written notice to Customer. Customer will reimburse Motorola for expenses reasonably incurred by Motorola in connection with the Products. The annual Subscription Fee for Products may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend Licensed Software and any Subscription Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.

5.3. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

5.4. Invoicing. Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease - Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in Section 5.6. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products.

5.5. Payment. Customer will pay invoices for the Products provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola's delivery of Licensed Software, Customer access to SaaS, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

Motorola will have the right to suspend future deliveries of Products if Customer fails to make any payments when due.

5.6. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name:_____
Address:_____
Phone:_____

E-INVOICE. To receive invoices via email:

Customer Account Number:_____
Customer Accounts Payable Email:_____
Customer CC (optional) Email:_____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name:_____
Address:_____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name:_____
Address:_____
Phone:_____

Customer may change this information by giving written notice to Motorola.

5.7. Delivery, Title and Risk of Loss**.** Motorola will provide to Customer the Products set forth in a Proposal, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in **Section 5.6** or otherwise provided by Customer in writing, using a carrier selected by Motorola.

Notwithstanding the foregoing and unless otherwise stated in a Equipment Lease - Purchase Agreement, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with ExWorks, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes.

Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, or (b) the date Motorola otherwise makes the Licensed Software available for download or use by Customer. If agreed upon in a Proposal, Motorola will also provide Services related to such Products. Title to Licensed Software will not pass to Customer at any time. Delivery of SaaS Products will occur when the Services are made available to Customer.

5.8. Delays. Any shipping dates set forth in a Proposal are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

5.9. Future Regulatory Requirements. The Parties acknowledge and agree that certain Products (for example, cyber services) are in evolving technological areas and therefore, laws and regulations regarding Products may change. Changes to existing Products required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Products.

5.10. Resale of Equipment. Equipment may contain embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party. Customer will take appropriate security measures when disposing of Equipment, including the deletion of all data stored in the Equipment.

6. Sites; Customer-Provided Equipment; Non-Motorola Materials.

6.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the performance, installation and use of the Products at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

6.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. Site Issues. Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.

6.4. Customer-Provided Equipment. Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.

6.5. Non-Motorola Materials. In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with SaaS Products), and to otherwise enable interoperation with the Products. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such

Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data, Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products.

6.6. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or adverse impact to the Products, Motorola, Motorola's systems, or any third party (including other Motorola customers).

6.7. Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's terms and conditions will apply to any such sales. Any orders for such Non-Motorola Materials will be fulfilled by the third party.

6.8. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Certain third party flow-down terms applicable to Motorola Products may apply.

6.9. Prohibited Use. Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other Licensed Software provided by Motorola under this Agreement, without the express written permission of Motorola.

6.10. API and Client Support. Motorola will use reasonable efforts to maintain its Application Programming Interfaces (APIs) for each Software System, understanding that APIs will evolve. Motorola will support each API version for 6 months after introduction but may discontinue support with reasonable notice or without notice if a security risk is present. For Licensed Software requiring a local client installation, Customer is responsible for installing the current version. Motorola will support each client version for 45 days after its release but may update the client at any time, and does not guarantee support for prior client versions.

7. Representations and Warranties.

7.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into, and execute, the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

7.2. System Warranty. Subject to the disclaimers and exclusions below, Motorola represents and warrants that, on the date of System Acceptance (for Communications Systems), System Completion Date (for Software Systems), or delivery, as applicable (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, (b) the Software System will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (c) if Customer has purchased any Licensed Software (but, for clarity, excluding SaaS Products) as part of such Communications System or Software System, the warranty period applicable to such Licensed Software will continue for a period of one (1) year commencing upon System Acceptance, System Completion, or date the Licensed Software is delivered (the "**Warranty Period**").

7.3. Communications Systems. During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software in Communication Systems pursuant to the applicable maintenance and support Proposal. Support for the Licensed Software will be in accordance with Motorola's established Software Support Policy ("SwSP"). If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's LMS after the Warranty Period, Motorola will provide

the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions of the MSLMA referenced in Section 3.2.2 will govern the provision of such Services.

7.4. SaaS. SaaS Products do not qualify for the System Warranty above.

7.5. Motorola Warranties - Services. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.

7.6. Motorola Warranties - Equipment. Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) the warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.

7.7. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.

7.8. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

7.9. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

7.10. ADDITIONAL WARRANTY EXCLUSIONS. NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLECT; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

8. Indemnification.

8.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 8.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

8.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product (the "Infringing Product") directly infringes a United States patent or copyright ("Infringement Claim"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

8.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is Licensed Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded Licensed Software).

8.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product with any products or materials not provided by Motorola; (c) a Product designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product by a party other than Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

8.2.3. This **Section 8.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim.

8.3. Customer Indemnity. To the extent allowed by applicable law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Materials, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused

by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Materials in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

9. Limitation of Liability.

9.1. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES"), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES, OR PORTION OF FEES, RELATED TO THE PRODUCT UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUCH RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE PRODUCT DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

9.2. EXCLUSIONS FROM LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS; (B) CUSTOMER-PROVIDED EQUIPMENT OR SITES; NON-MOTOROLA MATERIALS; THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR CONTENT; OR UNKNOWN OR UNAUTHORIZED COMBINATION OF PRODUCTS AND SERVICES; (C) LOSS OF DATA, HACKING, RANSOMWARE, THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS NOT AUTHORIZED BY MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE PRODUCTS PROVIDED UNDER THIS AGREEMENT; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS.

IN ADDITION TO THE FOREGOING EXCLUSIONS FROM DAMAGES, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH SOFTWARE-AS-A-SERVICE, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

9.3. Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

10. Confidentiality.

10.1. Confidential Information. Customer and Motorola agree that, subject to any applicable freedom of information or public records legislation, Motorola's Confidentiality Terms apply to information shared between the Parties.

11. Proprietary Rights; Data; Feedback.

11.1. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to "Motorola Materials". Except when Motorola has expressly transferred title or other interest to Customer in writing, the Motorola

Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

This Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

11.2. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process (as defined in the DPA) and use the Customer Data as set forth in the DPA.

11.3. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

11.4. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

12. Acceptance

12.1. Communications System Acceptance**.** Unless further defined in the applicable Proposal or Statement of Work, System Acceptance for a Communications System occurs upon successful completion of Acceptance Tests as detailed in the Acceptance Test Plan. Motorola will provide ten days' notice before testing begins, and upon successful completion, both parties will sign an acceptance certificate. If the plan includes tests for subsystems or phases, acceptance occurs upon successful completion of those tests and separate certificates will be issued. If Customer believes the system has failed, they must provide a detailed written notice within thirty days; otherwise, System Acceptance is deemed to have occurred. Minor, non-material issues will not delay acceptance but will be addressed per a mutually agreed schedule. Customer use of the system before System Acceptance requires Motorola's written authorization and transfers responsibility for system operation to the Customer. Software System Completion is defined by Customer's Beneficial Use of each Product within the system, with Beneficial Use deemed to occur thirty days after functional demonstration if not otherwise defined in the Proposal.

13. Force Majeure; Delays Caused by Customer.

13.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

13.2. Delays Caused by Customer. Motorola's performance of the Products will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable

extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

14. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "Dispute"):

14.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

14.2. Negotiation; Mediation. The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.

14.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

15. General.

15.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products complies with law (including privacy laws), and Customer will obtain any FCC, FAA, and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products. Motorola may, at its discretion, cease providing or otherwise modify Products (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.

15.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Licensed Software or SaaS Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("Auditor") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer's usage of the Licensed Software or SaaS Product exceeded the number of licenses purchased by Customer at a given time, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.

15.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

15.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

15.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

15.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

15.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

15.8. Interpretation. The section headings in this Agreement are included only for convenience The words “including” and “include” will be deemed to be followed by the phrase “without limitation”. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

15.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

15.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

15.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.9 – Warranty Disclaimer; Section 7.10 - Additional Warranty Exclusions; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.

15.12. Entire Agreement. This Agreement, including all Addenda, and Proposals, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect,

as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

Motorola Solutions, Inc.	**Customer: City of Jonesboro, AR**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Text File

File Number: ORD-25:025

Agenda Date: **Version:** 1 **Status:** First Reading

In Control: Public Safety Council Committee **File Type:** Ordinance

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

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO ARKANSAS TO MAKE THE FOLLOWING CHANGES AS RECOMMENDED BY THE TRAFFIC CONTROL COMMITTEE:

Establish speed limit 25 MPH on Flint Street from Thomas Avenue to Dogwood Lane

Establish speed limit 35MPH on Race Street from Caraway Road to Browns Lane

Agenda Date: **Version:** 1 **Status:** First Reading

In Control: Public Safety Council Committee **File Type:** Ordinance

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF JONESBORO TO ADD SECTION 50-40 ENTITLED PARK RANGERS

WHEREAS, the City of Jonesboro has added positions of Park Rangers to the City to educate and promote the city parks and to provide for safety, patrol and enforcement of the city codes and ordinances within the park system and the City of Jonesboro as needed; and

WHEREAS, the City Council of the City of Jonesboro, Arkansas desires to amend the code as follows.

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

SECTION ONE: That the Code of Ordinances shall be amended to read as follows:

Sec. 50-40 Park Rangers

a) The duty of a Park Ranger is to maintain a presence in city parks and to preserve and protect park property, ensure proper use of park equipment and resources, provide customer service to the public and educate the public about the history of city parks and perform all other duties as assigned by their supervisor.
b) That Park Rangers are to enforce all park rules in the City and to write citations or warnings where necessary to accomplish this duty.
c) The Park Rangers are under the authority of the Code Enforcement Division of the City of Jonesboro and shall have all authority to enforce the codes of the City of Jonesboro that are authorized to be enforced by any Code Enforcement or Animal Control Officer.

Text File

File Number: ORD-25:029

Agenda Date: 8/5/2025 **Version:** 1 **Status:** First Reading

In Control: City Council **File Type:** Ordinance

AN ORDINANCE FOR THE APPROVAL OF AN APPLICATION FOR A PRIVATE CLUB PERMIT FOR SHJ CONCEPTS, INC. DBA BRIDGE STREET BREWERY OF JONESBORO.

WHEREAS, SHJ Concepts, Inc., DBA Bridge Street Brewery of Jonesboro has applied for a private club permit to be located at 516 Cate Avenue, Jonesboro, AR 72401: and

WHEREAS, SHJ Concepts, Inc., desires to receive approval for a private club to be located at 516 Cate Avenue, Jonesboro, AR 72401: and

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

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

SHJ Concepts, Inc., DBA Bridge Street Brewery of Jonesboro's application for a private club permit is approved and SHJ Concepts shall be and is entitled to apply to the Alcoholic Beverage Control Division of Arkansas for a private club license to be located at 516 Cate Avenue, Jonesboro, AR 72401.

City of Jonesboro
Private Club Review and Conditions Form

Date 7-30-25 Non-Profit Corp. SHJ Concepts dba: Bridge Street Brewery

Address 516 Cate

Applicant on Behalf of Club Kalpesh R. Das

Home Address 3904 Teal Drive Jonesboro, AR

Business Name Bridge Street Brewery

Business Address 516 Cate Ave Jonesboro, AR

City of Jonesboro official use below this:

Police Department: Copy of membership list Yes X No _____
Has any member been convicted of a felony? Yes _____ No X
If yes, How many years since conviction? _____
Has Non-Profit complied with City of Jonesboro laws? Yes X No _____

Comments: _____

Approve? Yes Y No _____ Signature Chief of Police Chief Rick Elliott

Planning and Zoning Department:

Type of Private Club: Restaurant X Hotel/Motel _____
Hours of Operation? _____
Copy of menu for food service? Yes ✓ No _____
Zoning Com. Mixed Use
Approve? Yes X No _____ Signature Planning Director _____

City Clerk:

Date received _____
Date entered in Legistar _____

City Council Action

Approve _____ Deny _____

APPLICATION FOR PRIVATE CLUB PERMIT

MUST BE NON-PROFIT CORPORATION

On file at Arkansas Secretary of State's Office

INSTRUCTIONS

1. Answer all questions correctly and in full. **PLEASE PRINT IN INK OR TYPE.**
   NOTE: FORMS MUST BE NOTARIZED.

   APPLICATION MUST BE ACCOMPANIED BY CRIMINAL BACKGROUND INVESTIGATION RESULTS OF THE APPLICANT (FORMS AND INSTRUCTIONS ENCLOSED).

2. Application fee is $250 and must be submitted with this application.

3. Applicant must be a citizen of the United States or a permanent resident alien (must provide a copy of green card), and a resident of Arkansas.

4. The following additional materials must be submitted with your application:

   a. A current list of names and addresses of all board members, and a signed "authority to release information form" from each board member.

   b. The address where the business will be located. If the non-profit corporation does not own the property, a copy of the lease, option to lease, option to purchase, or buy-sell agreement in **favor of the non-profit corporation** must be attached.

MAIL OR DELIVER DIRECTLY TO:

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

CITY OF JONESBORO

APPLICATION FOR PRIVATE CLUB PERMIT

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

SHJ Concepts dba Bridge Street Brewery
Non-Profit Corporation FEIN #

APPLICANT ON BEHALF OF CLUB: Kalpesh (First) R. (Middle) Das (Last)

HOME ADDRESS: 3904 Teal drive (Street) Jonesboro (City) 72404 (Zip) Craighead (County)

BUSINESS NAME: Bridge Street Brewery

BUSINESS ADDRESS: 516 Cate Ave. (Street) Jonesboro (City) AR 72401 (Zip) Craighead (County)

Does the club own the premises? No If leased, give name and address of owner:
Bridge Street Investments, LLC 516 Cate Avenue, Jonesboro, AR 72403

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.
Micro-brewery - Restaurant

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

Give names and addresses of all officers/directors of the non-profit organization:

NAME	TITLE	ADDRESS
Davy Carter	President	803 Fairway Circle Jonesboro, AR 72401
Ted Herget	Vice-President	1305 South Main Jonesboro, AR 72401
Kalpesh Das	Sec/Treas	3904 Teal Drive Jonesboro, AR 72401

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

Signed this 19 day of September, 2024.

Kalpesh Das
Signature of Applicant/Managing Agent

Applicant
Official Title

Subscribed and sworn to before me this 19 day of September, 2024.

Anita McGhee
Notary Public

My Commission Expires: September 26, 2033

ANITA MCGHEE
Notary Public-Arkansas
Craighead County
My Commission Expires 09-26-2033
Commission # 12725035

SCHEDULE A – INDIVIDUAL'S PERSONAL HISTORY

I submit answers to the following questions under oath:

1. Name Kalpesh R. Das Sex _ Date of Bir

2. Home Address 3904 Teal Dr. Jonesboro 72404 Phone No. 870-530-9733
   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? Yes

6. Have you ever been convicted of a felony? **YES** _____ **NO** ✓ If so, give full information
   _____
   _____

7. Have you been convicted of any violation of any law relating to alcoholic beverages within the five (5) years preceeding 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 preceeding 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
Wife	Jaimi Das	3904 Teal Dr.	Housewife
Daughter	Nicole Das	3904 Teal Dr.	Dental Hygenist
Son	Sam Das	3904 Teal Dr.	Engineer
Brother	Dharmesh Das	803 E. Lakeshore Dr.	Self employed

(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:
3914 Teal Drive Jonesboro AR 72404
2108 Fieldstone Cove Jonesboro AR 72404

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

Your Business or Occupation	Name & Address of Employer	Dates of Employment
Dairy Queen	4100 E. Johnson Jonesboro	Jan2011 - Current
Smoothie Kiy	2215 A E. Highland Jonesb	2018- 2023

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.

Kalpesh Patel
Applicant's Signature

STATE OF ARKANSAS

COUNTY OF Craighead

Anita McGhee, 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 19 day of September, 2024.

Notary Public

My Commission Expires: September 26, 2033

ANITA MCGHEE
Notary Public-Arkansas
Craighead County
My Commission Expires 09-26-2033
Commission # 12725035

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: **Das** First: **Kalpesh** Middle:

Date of Birth: Sex: Race: **A**

Social Security Number: *(not verified, supplied at time of request)*

Home/Mailing Address: **3904 Teal Dr Jonesboro, AR 72404**

State of Arkansas Arkansas KR State Police Identification Bureau

- NO CRIMINAL HISTORY FOUND FOR THIS SUBJECT -

Requestor Information

Transaction Number: **ABC004520436**

Date: **03/27/2025** 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.

AUTHORITY TO RELEASE INFORMATION

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

TO WHOM IT MAY CONCERN:

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

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

Kalpesh R. Das

Kalpesh Das
Signature – Full Name

9/19/24
Date

3904 Teal Drive
Home Address

Jonesboro AR 72404
City State Zip

3904 Teal Drive
Mailing Address

Jonesboro AR 72404
City State Zip

(870) 530-9733
Contact Phone Business Phone

juniordas@yahoo.com
Email Address

Subscribed and sworn to before me this 19 day of September, 2024.

Notary Public

My Commission Expires: September 26, 2033

ANITA MCGHEE
Notary Public-Arkansas
Craighead County
My Commission Expires 09-26-2033
Commission # 12725035

AUTHORITY TO RELEASE INFORMATION

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

TO WHOM IT MAY CONCERN:

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

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

Davy Carter

Signature – Full Name

May 28, 2025
Date

803 Fairway Drive
Home Address

Jonesboro AR 72401
City State Zip

SAME
Mailing Address

SAME
City State Zip

501-941-8946 870-268-2353
Contact Phone Business Phone

davy.carter@gmail.com
Email Address

Subscribed and sworn to before me this 28th day of May, 2025.

Tina Elder
Notary Public

My Commission Expires: 6-19-2033.

TINA ELDER
Comm. No. 12394260
NOTARY PUBLIC
My Comm. Exp. 06-19-2033
CRAIGHEAD CO., ARKANSAS

AUTHORITY TO RELEASE INFORMATION

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

TO WHOM IT MAY CONCERN:

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

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

Ted Herget

Ted Herget
Signature - Full Name

7.11.25
Date

1305 S. Main St
Home Address

Jonesboro AR 72401
City State Zip

—
Mailing Address

—
City State Zip

870.926.5569 —
Contact Phone Business Phone

tedherget@gmail.com
Email Address

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

Kim Finley
Notary Public

My Commission Expires: 10-14-26 :

OFFICIAL SEAL - #12357651
KIM FINLEY
NOTARY PUBLIC-ARKANSAS
CRAIGHEAD COUNTY
MY COMMISSION EXPIRES: 10-14-26

SHJ Concepts, Inc. dba Bridge Street Brewery of Jonesboro is a non- profit private club and exists for the purpose of common recreational, social, community hospitality and benevolent purposes including but not limited to supporting 501(C) (3) entities and conducting charitable activities in and around Jonesboro, Craighead County, Arkansas.

SHJ Concepts will support the Arkansas State Red Wolves Foundation as well as the Downtown Jonesboro Association. The non-profit will focus support on other charities in Jonesboro and Northeast Arkansas.

The private club will benefit these and other entities both financially and with in-kind food donations. The private club will serve food and provide dining for its members and guests. On occasion live music and dancing will be provided for members and guests.

Last Name	First Name	Address
Adams	Morgan	36 CR 7450, Jonesboro, AR 72401
Andrews	Andrea	3603 Lacoste Dr, Jonesboro, AR 72404
Baugher	Jimmy Paul	4909 Reserve Blvd, Jonesboro, AR 72405
Berryhill	Johnna	1610 Stone Street, Apt. B4, Jonesboro AR 72401
Bowers	Katie	4305 Bekah Drive #6, Jonesboro, AR 72401
Boyd	Coy	1106 Thrush Rd., Jonesboro, AR 72401
Breland	John	241 S. Church St, Jonesboro, AR 72401
Brown	Wayne	3522 Cheshier Lane, Jonesboro, AR 72405
Brown	Cor'Darius	3111 Rhonda Drive, Jonesboro, AR 72401
Brown	Matt	208 E. Johnson Ave., Jonesboro, AR 72401
Brown	Gavin	1500 Kathleen Street, Jonesboro, AR 72401
Brownhill	Victoria	4303 Aggie Road 36, Jonesboro, AR 72405
Cain	Ethan	100 Canera Drive, Apt. 342, Jonesboro, AR 72401
Carmack	Jon	4499 CR 160, Jonesboro AR 72401
Carter	Brandon	411 W. Poplar Street, Jonesboro, AR 72401
Carter	Davy and Cara	803 Fairway Circle, Jonesboro, AR 72401
Castro	Justin	1207 S. Culberhouse, Jonesboro, AR 72401
Cooper	Timothy	416 Melton Circle, Jonesboro, AR 72401
Cunningham	Ben	2519 Forest Home Rd., Apt. 50, Jonesboro, AR 72401
Das	Kalpesh	3904 Teal Drive, Jonesboro, AR 72401
Davis	Brent	312 W. Strawn Avenue, Jonesboro AR 72401
Dorsey	Adrian	1610 Stone Street, Jonesboro, AR 72401
Ernes	Sarah	6 Willow Creek, Jonesboro, AR 72401
Falcon-Santana	James	1324 Pardew Street Apt. H, Jonesboro, AR 72401
Farmer	Anssa Rose	1809 Aggie Road, Bldg. #4, Jonesboro, AR 72401
Fortson	Sydney	735 Brody Ct., Jonesboro, AR 72401
Foster	Stephanie	4200 Villa Cove, Jonesboro, AR 72401
Fox	Charles	807 Hester Place, Jonesboro, AR 72401
French	Makayla	1202 Belwood Ct., Jonesboro, AR 72401
Gage	Shelly	2103 Tanglewood Drive, Joensboro, AR 72401
Gallentine	Chase	SE 2nd Street 2513, Jonesboro, AR 72401
Garcia III	Osraldo	2611 Covey Drive, Jonesboro, AR 72401
Garland	Nathaniel	1500 Kathleen Street Unit 45, Jonesboro, AR 72401
Gentzel	Brian	3719 Stadium Blvd., Apt. B4, Jonesboro, AR 72401
Guemen	Guellemo	2104 Turtle Creek Rd., Jonesboro, AR 72401
Hahn	Jace	2201 Hurst Lane, APT B2, Jonesboro, AR 72404
Hahn	Olin	2209 Hurst Lane, Apt. B2, Jonesboro, AR 72404
Hall	Katie	501 E. Oak Ave, Jonesboro, AR 72401
Hanks	Samantha	593 County Road 7285, Jonesboro, AR 72404
Hansen	Gregory	611 Walnut, Jonesboro, AR 72401
Harlen	Trista	801 University Loop E., #1, Jonesboro, AR 72401
Harlove	Sara	158 CR 306 Jonesboro, AR 72401
Harlow	Sari	158 CR 306, Jonesboro, AR 72401

Haydt	Natalie	4201 Lynnfield Road, Jonesboro, AR 72401
Herget	Ted and Aman	1305 South Main, Jonesboro, AR 72401
Hogan	Lacy A.	203 Greenmeadow Lane, Jonesboro, AR 72401
Hogue	Taylor	1300 Country Club Terrance, Jonesboro, AR 72401
Hopkins	Lauren	103 S. Cate Street, Brookland, AR
Imboden	Hollis Kim	2621 Rosewood Circle, Joneboro, AR 72401
Islas	Abraham	219 Cherry St, Lake City, AR 72437
Johnson	Lance	211 East Street, Jonesboro, AR 72407
Johnson	William	1524 Charles Drive, Jonesboro, AR 72401
Jones	Rebekah	181 County Road 917, Brookland, AR 72417
Leone	Megan	1606 S. Main, Apt. A, Jonesboro, AR 72401
Long	Parker	1500 Kathleen Street, Apt. 69, Jonesboro, AR 72401
McAvoy	David	1524 Charles Drive., Jonesboro, AR 72405
McClard	Daniel	120 Leggett Street, Jonesboro, AR 72401
Mcltenry	Phllip	4800 Reserve Blvd. Apartment A3, Jonesboro AR 72405
Melder	Tristan	3718 Glitterman Drive, Jonesboro, AR 72401
Miller	Gabriel	2508 E. Johnson B-25, Joneboro, AR 72401
Mixon	John	1230 Flint St, Jonesboro, AR 72401
Myers	Ramey	305 South Main, Jonesboro, AR 72401
Myers	John	305 South Main St, Jonesboro, AR 72401
Niell	Chad	4200 Friendly Hope Road, Jonesboro, AR 72401
Nobles	Brian	1300 S., Church Street #E6, Jonesboro, AR 72401
Orrick	Nick	3921 Towering Oaks Drive, Jonesboro, AR 72401
Parcell	Larry	2104 Indial Trails, Jonesboro, AR 72401
Peguignat	Alex	1115 University Loop East Bldg. 4, Jonesboro, AR 72401
Poleet	Bruce	601 Stonebridge Dr, Jonesboro, AR 72401
Poleet	Patricia	601 Stonebridge Dr, Joneboro, AR 72401
Polk	Katy	821 Oriole Ct., Jonesboro, AR 72405
Powell	Belinda	1212 Hester, Jonesboro, AR 72401
Rack	Shalauna	1720 Scenic Blvd., Jonesboro, AR 72401
Rawls	Jayme	4800 Reserve Blvd., Apt. N6, Jonesboro AR 72405
Rayevskiy	Richard	314 Mallory Ct., Jonesboro, AR 72401
Richardson	Bailey	505 Fox Run Drive, Jonesboro, AR 72404
Roberts	Rebecca	472 CR 744, Jonesboro, AR 72401
Robinson	Robert	630 W. Oak Ave., Jonesbor, AR 72404
Ross	Dewayne	621 E. Oak Ave, Jonesboro, AR 72401
Rush	Lauren	2515 Danner Ave., #4, Jonesboro, AR 72401
Schreyer	Caleb	2004 Cotton Street, Apt. 7, Jonesboro, AR 72401
Scurlock	Ethan	1515 Aggie Rd., Jonesboro, AR 72401
Shawn	Madi	4107 Cornerstone Drive, Jonesboro AR 72405
Sherman	Michael	2305 Rusher Lane, Jonesboro, AR 72404
Sheroubi	Youssef	1801 Greensboro Rd, Jonesboro, AR 72401
Simmermon	Cameron	1706 W. Oak Ave, Jonesboro, AR 72401
Simmeron	Taylor	1706 W. Oak Ave, Jonesboro, AR 72401

Smith	Brad	706 Catfish Drive, Lake City, AR 72437
Smith	Christina	3316 Caraway Commons Drive, F7, Jonesboro, AR 72401
Smith	Kimberlee	1521 Charles Drive, Jonesboro, AR 72401
Smock	Zachary	1606 S. Main, Apt. A, Jonesboro, AR 72401
Spartis	Samantha	203 Emma Drive, Brookland, AR 72417
Spencer	Jackson	1301 W. Matthews Ave., Jonesboro, AR 72401
Spencer	Lindsey	1301 West Matthews Ave, Jonesboro, AR 72401
Stephens	Becca	2100 Flatrock Trail, Jonesboro, AR 72404
Stevens	Brandon	230 South Main St, Jonesboro, AR 72401
Sullivan	Christoper	1925 W. Nettleton Ave., Joneboro AR 72401
Troutt	Robert	458 CR 372, Bono, AR 72416
Troutt	Pamela	2917 Patricia Cove, Jonesboro, AR 72404
Wade	Allyson	223 County Road 7182, Jonesboro, AR 72401
Wagner	Faith	3516 Limestone Drive, Jonesboro, AR 72401
Walker	Drew	823 Gloucester Drive, Jonesboro, AR 72401
Watson	Sara	717 Flint Street, Jonesboro, AR 72401
Wilcox	Jon	1617 Shady Grove, Jonesboro, AR 72401
Willett	Jason and LaW	1804 Starling, Jonesboro, AR 72401
Williamson	Ethan	1203 University Loop East, Jonesboro, AR 72405
Woodard	Staci	5109 Reserve Blvd., Apt A-300, Jonesoboro, AR 72405
Wooley	Charles	4416 Sweetspiers Cove, Jonesboro, AR 72405
Ziegler	Levera	1604 Aggie Road, Apt. 2, Jonesboro, AR 72401

LEASE AGREEMENT

STATE OF ARKANSAS – COUNTY OF CRAIGHEAD

THIS AGREEMENT made in multiple copies and entered between **Bridge Street Investments, LLC., 516 Cate Avenue, Jonesboro, Arkansas, 72403** herein designated as Landlord, and **SHJ Concepts, Inc dba Bridge Street Brewery of Jonesboro, Arkansas, 516 Cate Avenue, Jonesboro, Arkansas, 72401** herein designated as Tenant.

WTTNESSETH: That Landlord in consideration of the covenants and agreements to be performed by Tenant and upon the terms and conditions herein after stated does hereby lease, demise, and let unto Tenant the following described space:

Approximately 10,377 square feet referred to as SHJ Concepts, INC. dba Bridge Street Brewery of Jonesboro, 516 Cate Avenue, Jonesboro, AR., 72401 (herein after referred to as the "demised premises").

The said building referred to as the "Building."

TO HAVE AND **TO HOLD** the same for a term of 60 months.

Commencing on April 1, 2025, and ending on April 1, 2030.

By occupying the demised premises the Tenant shall be deemed to have accepted the same as suitable for the purpose herein intended and to have acknowledged that the same comply fully with the Landlord's covenants and obligations hereunder. If this lease is executed before the demised premises become vacant, or if any present tenant or occupant of the premises holds over, and Property Owner cannot acquire possession of the demised premises prior to the date above recited as the commencement date of this lease. Property owner shall not be deemed to be in default hereunder, and Tenant agrees to accept possession of the demised premises at such time as Property Owner is able to tender the same, Property Owner hereby waives payment of rent covering any period prior to the tendering of possession to Tenant hereunder.

1. **RENT.** In consideration of this lease. Tenant promises and agrees to pay Property Owner rent for said premises at the rates as follows:

Year one: $10,000.00 monthly, $120,000.00 per year.

Years two through five: $120,000.00 per year.

One such monthly installment together with a security deposit equal to $10,000.00 shall be payable by Tenant to Landlord in advance, without demand, upon Tenant's Execution of his lease, and a like monthly installment shall be due and payable on or before the first day of each succeeding calendar month during the term hereof. Rent for any fractional month at the beginning or end of the lease term shall be prorated daily. All rent is due in the office of Property Owner on or before the first day of each month. If any installment of rent is not received by Property Owner by the fifth (5th) day of the month. Tenant agrees to pay Property Owner in additional rent, a late charge of $15.00 per day retroactive to the first day of the month. If rent remains unpaid for thirty (30) days, Tenant agrees to pay interest at the rate of 1-1/2% per month on the unpaid balance, including late charges. The security deposit shall be held by Property Owner as security for the performance by Tenant of Tenant's covenant, and obligations under this lease, it being expressly understood that such deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Upon the occurrence of any event of default by Tenant, Landlord may at Landlord's sole option, from time to time, without prejudice to any other remedy, apply such deposit to the extent necessary to any arrearages of rent and any other damage, injury expense, or liability caused to Property Owner by such event of default. Following any such application of the security deposit, Tenant shall pay to Property Owner

on demand the amount so applied to restore the security deposit to its original amount. If Tenant is not then in default hereunder, any remaining balance of such deposit shall be returned by Landlord to Tenant upon termination of lease upon delivery of the demised premises in good condition as hereinafter provided. If Property Owner transfers its interest in the demised premises during the lease term, Property Owner shall assign the security deposit to the transferee and hereafter shall have no further liability for the return of such security deposit.

2. **USE.** The demised premises shall be used and occupied by Tenant as a full-service restaurant, brewery, and private club. Tenant shall not use, or permit to be used, the demised premises for any other purpose. Tenant will not occupy or use, nor permit to be occupied or used any portion of the demised premises for any business or purpose which is unlawful in part or in whole or deemed to be disreputable in any manner, or extra hazardous on account of fire, nor permit anything to be done which will in any way increase the rate of any insurance on the Building or its contents, and in the event that, by reason of acts of Tenant, there shall be any increase in the rate of insurance on the Building or contents created by Tenant's acts or conduct of business then such acts shall be deemed to be an event of default hereunder and Tenant hereby agrees to pay the amount of such increase on demand, and acceptance of such payment shall not constitute a waiver of any of Landlord's rights hereunder. Tenant shall not engage in any use or activity, which violates any provision of Landlord's ground lease of the premises on which the building is located.

3. **LANDLORD'S OBLIGATIONS.** Property owner agrees to furnish Tenant while occupying the demised premises water, hot and cold at those points of supply provided for routine use of tenant of the building. Heat, air, and electric service in the manner and to the extent deemed by Landlord to be standard; but failure to any extent to furnish or any stoppage of these defined services, resulting from causes beyond control of Landlord or from any cause, shall not render Landlord liable in any respect for damages to person, property or business, nor be construed as an eviction of Tenant or work an abatement of rent, nor relieve Tenant from fulfillment of any covenant of agreement hereof. Should any equipment or machinery furnished by Property Owner break down, or for any cause cease to function properly. Property owner shall use reasonable diligence to repair same promptly, but Tenant shall have no claim for rebate of rent or damages on account of any interruptions in service occasioned thereby or resulting there from. Tenant shall pay to Property Owner on demand such charges as Property Owner may prescribe for any electric service required by Tenant for computers and other electrical equipment or other electric service deemed by Property Owner not to be standard. Tenant shall not use excessive amounts of utilities without Landlord's written consent on conditions set by Landlord.

4. **TENANT'S REPAIRS AND ALTERATIONS.** Tenant will not in any manner deface, damage, or injure the building, and will pay the cost of repairing any damage or injury done to the building or any part thereof by Tenant or Tenant's agents, employees, and invitees. Tenant shall throughout the term of this lease take diligent care of the demised premises and keep them free from waste and nuisance of any kind. Tenant agrees to keep the demised premises, including all fixtures installed by Tenant and any plate glass, in good condition and make all necessary repairs. At the end or termination of this lease, Tenant shall deliver up the demised premises with all improvements located thereon, except as provided in this paragraph, in good repair and condition, reasonable wear and tear exempted. Tenant shall not make or allow to be made any alterations or physical additions in or to the demised area without the prior written consent of Property Owner. At the termination of this lease Tenant shall, if Property Owner so elects, remove all alterations, physical additions or improvements erected by Tenant and restore the demised premises to their original condition, otherwise such improvements shall be delivered up to Property Owner with the demised premises. All furniture and moveable trade fixtures installed by Tenant may be removed by Tenant at the termination of this lease if Tenant so elects and shall be removed if Property Owner so elects. All such removals and restoration shall be accomplished in a good skillful manner so as not to damage the building. Tenant has inspected the demised premises and accepts them in their existing condition.

5. **ASSIGNMENT AND SUBLETTING.** Tenant will not assign this lease or allow same to be assigned by operation of law or otherwise or sublet the demised premises or any part thereof without the prior written consent of Property Owner. Property owner shall have the right to transfer and assign, in whole or in part, any of its rights under this lease, and in the building and property referred to herein; and, to the extent that such assignee assumes Landlord's obligations hereunder. Property owner shall by virtue of such assignment be released from such obligations.

6. **MAINTENANCE.** Tenant will maintain the demised premises in a clean and healthful condition, and comply with all laws, ordinances, orders, rules, and regulations (state, federal, municipal, and other agencies or bodies having any jurisdiction thereof) with reference to use, condition, or occupancy of the demised premises.

7. **INDEMNITY.** Property owner shall not be liable for, and Tenant will indemnify and save harmless Property Owner from all fines, suits, claims, demands, and actions of any kind (including attorney's fees) by reason of any negligence, misconduct, or any breach, violation, or non-performance of any covenant hereof on the part of Tenant or Tenant's agents, employees, or invitees. Landlord shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority or other matter beyond the reasonable control of Landlord, or for any damage or inconvenience which may arise through repair or alteration of any part of the Building, or failure to make repairs, or from any cause whatever except Landlord's negligence.

8. **RULES AND REGULATIONS.** Tenant and Tenant's agents, employees, and invitees, will comply fully with all requirements of the rules of the building which are attached and made a part hereof as though fully set out herein. Landlord shall at all times have the right to change such rules and regulations or to amend them in such reasonable manner as may be deemed advisable for safety, care, and cleanliness of the building and for preservation of good order therein, all of which rules and regulations, changes and amendments, will be forwarded to Tenant in writing and shall be carried out and observed by Tenant. Tenant shall further be responsible for the compliance with such rules and regulations by the employees, servants, agents, visitors, and invitees of Tenant

9. **INSPECTION.** Landlord, or its officers, agents, and representatives shall have the right to enter into and upon any and all parts of the demised premise (a) at all reasonable hours to inspect same or clean or make repairs or alteration, or additions as Landlord may deem necessary, or (b) during business hours to show the demised premises to prospective tenants, purchasers or lenders, and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof.

10. **CONDUCT OF BUSINESS.** Tenant will conduct his business, and control his agents, employees, and invitees in such a manner as not to create any nuisance, or interfere with, annoy, or disturb other tenants or Landlord in the management of the Building, Tenant will, during the term of this lease, continually and fully occupy the premises and conduct active business operations therein.

11. **CONDEMNATION.** If the Building or the demised premises shall be taken or condemned in whole or part for public purposes, then the term of this lease shall at the option of Property Owner forthwith cease and terminate.

12. **FIRE AND OTHER CASUALTY.** In the event that the Building should be damaged or destroyed by fire, tornado, or other casualty, landlord may at its option terminate this lease in which event the rent shall be abated during the unexpired portion of this lease effective with the date of such damage, or Landlord may proceed to rebuild and repair the Building and the demised premises whereupon Landlord shall proceed with reasonable diligence to restore the Building to substantially the same condition in which it was immediately prior to the happening of the casualty, except that Landlord shall not be required to rebuild, repair or replace any part of the partitions, fixtures, and other improvement, which may have been placed by Tenant or other tenants within the Building Landlord shall allow Tenant a fair diminution of rent during the time the demised premises are unfit for occupancy. In the event any mortgagee under a deed of trust, security agreement or mortgage on the building should require that the insurance proceeds be used to retire the mortgage debt. Property owner shall have no obligation to rebuild, and this lease shall terminate upon notice to Tenant. Any insurance which may be carried by Landlord or Tenant against loss or damage to the building or to the demised premises shall be for the sole benefit of the party carrying such insurance and under its sole control.

13. **HOLDING OVER.** Should Tenant, or any of its successors in interest, hold over the demised premises, or any part thereof, after the expiration of the terms of this lease unless otherwise agreed in writing, such holding over shall constitute and be construed as a tenancy from month to month only, at a rental equal to the rent paid for the last month of the term of this lease plus fifty percent (50%) of such amount. The inclusion of the preceding sentence shall not be construed as Landlord's consent for the Tenant to hold over.

14. **TAXES ON TENANT'S PROPERTY.** Tenant shall be liable for all taxes levied or assessed against personal property, furniture or fixtures placed by Tenant in the demised premises. If any such taxes for which Tenant are liable are levied or assessed against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property, furniture or fixtures placed by Tenant in the demised premises, and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable hereunder.

15. **INCREASED EXPENSES.** Tenant is quoted a gross lease and shall receive no increased expenses. The term "operating expenses" as used herein, means all direct costs of operation and maintenance of the Building, as determined by standard accounting practices, and includes the following costs by way of illustration but not limitation; ad valorem taxes and assessments and personal property taxes (except those payable by the Tenant under the provisions of this lease), insurance premiums, licenses, permit and inspection fees utility charges, heating and air conditioning expenses, repairs, garbage and waste disposal expenses, salaries, labor, materials and supplies, maintenance contracts management and leasing expenses janitor services and supplies, security and alarm systems, pest control. The term "operating expenses," as used herein, shall not include depreciation on the building or equipment, interest, or capital expenditures.

16. **EVENTS OF DEFAULT.** The following events shall be deemed to be events of default

(a) Tenant shall fail to pay any installment of the rent hereby reserved on or before the 5th of each month.

(b) Tenant shall fail to comply with any term, provision, or covenant of this lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Tenant.

(c) Tenant shall make an assignment for the benefit of creditors.

(d) Tenant shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof; or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder.

(e) A receiver or Trustee shall be appointed for all or substantially all the assets of Tenant

(f) Tenant shall desert or vacate any substantial portion of the demised premises for a period of fifteen (15) days or more.

(g) The assignment by Tenant of all or any part of its property or assets for the benefit of creditors of the levy of execution, attachment or taking of property, assets, or the leasehold interest of Tenant by process of law or otherwise in satisfaction of any judgment, debt, or claim.

17. **REMEDIES.** Upon the occurrence of any event of default specified in Paragraph 16 hereof, Property Owner shall have the Option to pursue any one or more of the following remedies without any Notice or demand whatsoever:

(a) Terminate this lease in which event Tenant shall immediately surrender the demised premise to Landlord and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession and expel or remove Tenant and any other person who may be occupying the demised premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefore; and Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the demised premises on satisfactory terms or otherwise.

(b) Enter upon and take possession of the demised premises and expel or remove Tenant and any other person who may be occupying the demised premises or any part thereof, by force, if necessary, without being liable for prosecution or any claim for damages therefore, said if Landlord so elect relet the demised premises and receive the rent therefore; and Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such reletting and all expenses Landlord may incur in reletting the premises.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies Provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Property Owner hereunder or of any damages occurring to Property Owner by reason of the violation of any of the terms, provisions and covenants herein contained. Landlord's acceptance of rent following an event of default hereunder shall not be construed as Landlord's waiver of such event of default. No waiver by Property Owner of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by Property Owner to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Tenant acknowledges that any payments received by Property Owner while Tenant is in default are accepted with full reservation of all rights hereunder by Property Owner

18. **SURRENDER OF PREMISES.** No act or thing done by the Property Owner or its agents during the term hereby granted shall be deemed an acceptance of a surrender of the demised premises, and no agreement to accept a surrender of the demised premises shall be valid unless the same be made in writing and subscribed by the Property Owner.

19. **ATTORNEY'S FEES.** In case Property Owner brings any act on under this lease or consults with or places said lease or any amount payable by Tenant thereunder with an attorney concerning or for the enforcement of any of Landlord's rights hereunder, then Tenant agrees in each and any such case to pay to Property Owner a reasonable attorney's fee.

20. **RECEIPTS FROM ASSIGNEE OR SUBTENANT.** The receipt by the Landlord of rent from any assignee, subtenant or occupant of the demised premises shall not be deemed a waiver of the covenant in this lease contained against assignment and subletting or an acceptance of the assignee, subtenant or occupant as Tenant or a release of the Tenant from further observance or performance by the Tenant of the covenants in this lease contained, on the part of the Tenant to be observed and performed. No provision of this lease shall be deemed to have been waived by the Property Owner unless such waiver be in writing signed by the Property Owner.

21. **LANDLORD'S LIEN.** Landlord shall have, at all times, a valid security interest to secure payment of all rentals and other sums of money becoming due hereunder from Tenant, and to secure payment of any damage or lose which Landlord may suffer by reason of the breach by Tenant of any covenant, agreement, or condition contained herein, upon all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant presently, or which may hereafter be situated on the demised premises, and all proceeds there from, and such property shall not be removed there from without the consent of Landlord until all arrearages in rent as well as any and all other sums of money then due to Landlord hereunder shall first have been paid and discharged and all the covenants, agreements and conditions hereof have been fully complied with and performed by Tenant. Upon the occurrence of an event of default by Tenant, Landlord may, in addition to any other remedies provided herein enter upon the demised premises and take possession of any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant situated on the premises, without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving Tenant reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, at which sale the Landlord or its assigns may purchase unless otherwise prohibited by law. Unless otherwise provided by law, and without intending to exclude any other manner of giving Tenant reasonable notice, the requirement of reasonable notice shall be met if such notice is given in the manner prescribed in Paragraph 23 of this lease at least ten (10) days before the time of sale. Any sale made pursuant to the provisions hereof shall be deemed to have been a public sale conducted in a commercially reasonable manner if held in the demised premises or where the property is located after the time, place and method of sale and a general description of the types of property to be sold have been advertised in a local daily newspaper for five (5) consecutive days before the date of the sale. The proceeds from any such disposition, less any and all expenses connected with the taking of possession, holding, and selling of the property (including reasonable attorney's fees and legal expenses), shall be applied as a credit against the indebtedness secured by the security interest granted in this paragraph. Any surplus shall be paid to Tenant or as otherwise required by law, and the Tenant shall pay any deficiencies forthwith. Upon request by Landlord, Tenant agrees to execute and deliver to Property Owner a financing statement in form sufficient to perfect the security interest of Property Owner in the aforementioned property and proceeds thereof under the provisions of the Uniform Commercial Code in force in this state. Any statutory lien for rent is not hereby waived, the security interest herein granted being in addition and

supplementary thereto.

22. **QUIET ENJOYMENT.** Landlord represents and covenants that it has full right, power, and authority to make this lease and that Tenant, upon the payment of the rentals and performing the covenants on Tenant's part to be performed hereunder, shall and may peaceably and quietly have, hold arid enjoy the demised premises during the term hereof and any extensions thereof, free from interference or disturbance from Landlord, but subject to the terms and conditions of this lease. Property owner agrees to make reasonable efforts to protect Tenant from interference or disturbance by other tenants or third persons; however. Property owner shall not be liable for any such interference or disturbance, nor shall Tenant be released from any of the obligations of this lease because of such interference or disturbance.

23. **NOTICES.** Each provision of this lease, or of any applicable governmental law's ordinances, regulations, and other requirements with reference to the sending, mailing, or delivery of any notice, or with reference to the making of any payment by Tenant to Landlord, shall be deemed to be complied with when and if the following steps are taken:

(a) All rent and other payments required to be made by Tenant to Landlord shall be received by Property Owner at the address herein below set forth, or at such other address as Property Owner may specify from time to time by written notice delivered in accordance herewith.

(b) Any notice or document required to be delivered hereunder shall be deemed to be delivered when deposited in the United States mail, postage pre-paid, certified, or registered mail, (with or without return receipt requested), addressed to the parties hereto at the respective addresses set out opposite their names below or at such other address as they have theretofore specified by written notice delivered in accordance herewith:

24. **FORCE MAJEURE.** In the event the Landlord shall be delayed, hindered in, or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, unavailability of utility service, restrictive governmental laws or regulations, riots, insurrections the act, the failure to act, or default of another party, war, or any other reason beyond Landlord's control, then performance of such act shall be excused for the period of the delay, and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay.

25. **SEPARABILITY.** If any clause or provision of this lease is illegal, invalid or unenforceable under present or future laws effective during the term of this lease, then and in that event, it is the intention of the parties hereto that the remainder of this lease shall not be affected thereby, and it is also the intention of the parties to this lease that in lieu of each clause or provision of this lease that is illegal, invalid or unenforceable, there be added as a part of this lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

26. **NO PERSONAL LIABILITY.** Anything in this lease to the contrary notwithstanding, Tenant agrees it will look solely to the estate and property of the Landlord in the Building of which the demised premises are a part, for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Landlord, and no other property or assets of the Landlord shall be subject to levy, execution or other procedures for the satisfaction of Tenants remedies.

27. **AMENDMENTS; BINDING EFFECT.** This lease may not be altered, changed, or amended, except by instrument in writing signed by both parties hereto. The terms, provisions, covenants, and conditions contained in this lease shall apply to, insure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided.

28. **GENDER.** Words of any gender used in this lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

29. **CAPTIONS.** The captions contained in this lease are for convenience of reference only, and in no way limit or enlarge the terms and conditions of this lease.

30. **SUBORDINATION.** This lease shall be subject and subordinate at all times to the lien of existing mortgages deeds of trust and financing statements on the demised premises or the building and of mortgages, deeds of trust and financing statements which hereinafter may be made a lien on such property, also any renewal, modification, consolidation, or replacement or extension of any such existing or future mortgages, deeds of trust and financing statements.

31. **MECHANICS LIENS.** In no event shall Tenant allow any mechanics or other lien to exist against the demised premises. Tenant shall discharge or remove any such lien by bonding or otherwise promptly on notice by the Property Owner to do so. No provisions of this lease shell be construed as to constitute Tenant as the agent of or authorized to act for Landlord in doing any repairs, alterations, construction or any other kind of work on the demised premises and any person doing work upon or furnishing materials to or for such work shall look only to Tenant and the Tenant's interest in the demised premises for payment, therefore.

32. **WAIVER OF SUBROGATION.** Landlord and Tenant mutually agree to waive any right of subrogation which they may have against one another for any losses paid to them on any insurance policy or policies continued or in Connection with the demised premises or the building to the extent permitted by the terms of such policy or policies.

33. **RELOCATION.** If the Landlord should have need of the demised premises during the term of this lease, it is understood and agreed that the Landlord, at the Landlord's expense, may relocate the Tenant elsewhere in the building. In the event of such relocation the premises provided the Tenant shall be finished out in a condition reasonably comparable with the original space.

34. **RECORDING.** This lease shall not be recorded without Landlord's written consent.

WITNESS, the signature of the parties hereto in multiple copies, this 1st day of

April, AD 2025.

TENANT: Davy Carter

By: _____

President

SHJ Concepts dba Bridge Street Brewery of Jonesboro

LANDLORD:

By: _____

Bridge Street Investments, LLC

STATE OF ARKANSAS

SECRETARY OF STATE

Cole Jester
ARKANSAS SECRETARY OF STATE

To All to Whom These Presents Shall Come, Greetings:

I, Cole Jester, Arkansas Secretary of State of Arkansas, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

Application for Fictitious Name

of

BRIDGE STREET BREWERY OF JONESBORO

for

SHJ CONCEPTS

filed in this office
May 06, 2025

In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 6th day of May 2025.

Cole Jester
Secretary of State

Online Certificate Authorization Code: 854964682b6b4a1ff42
To verify the Authorization Code, visit sos.arkansas.gov

SEAL OF THE SECRETARY OF STATE ARKANSAS

App. for Fictitious Name for Domestic Nonprofit

Filing Information	
Entity File Number:	811245102
Alt Entity Type:	DomNonProfitNewCode
Entity Name:	SHJ CONCEPTS
Fictitious Name:	BRIDGE STREET BREWERY OF JONESBORO
File Date:	2025-05-06 15:58:48
Alt Tax Type:	NonProfitCorporation
Filing Signature:	JASON WILLETT

The character of the business being, or to be conducted under such fictitious name:
MicroBrewery-Restuarant Private Club

Principal	
Address 1:	516 CATE AVENUE
City:	JONESBORO
State:	AR
Zip:	72401
Country:	USA

Bridge Street Brewery

Shared Plates

BLIND TIGER SALSA
Fresh tortilla chips *8*

POTSTICKERS
choice of:
chicken teriyaki | kale & vegetable
Served with jala mango dipping sauce *10*

CRAZY CAULIFLOWER BITES
Roasted cauliflower, carrots,
buffalo sauce, ranch *10*

ROSADA WHIPPED FETA
Chips, cauliflower, edamame,
fried jalapeños, carrot sticks,
cucumber sticks, green onions,
pistachios, sesame seeds *12*

CHICKEN FUNDIDO QUESADILLAS
Smoked chicken, brisket queso, cheddar,
mushroom & onion piperade, salsa, crema *15*

OVEN-BAKED BRISKET QUESO
Fresh tortilla chips *11*

SMOKED WANGS
1 lbs of smoked wings, carrots *16*
choice of:
house buffalo | prohibition secret sauce
street core sauce | nashville hot sauce

SHRIMP LETTUCE WRAP
Blackened shrimp, lettuce, onion sticks,
pickled onions, pickled carrots,
prohibition secret sauce *16*

PORK BAO BUNS
Smoked pork belly, quick pickled cucumbers,
green onions, prohibition secret sauce,
side of quick pickled cucumbers *13*

PORK BELLY BURNT ENDS
Pork belly burnt ends, quick pickled
cucumbers, pickled carrots, street core
sauce, sesame seeds *14*

VERDE SMOKED PORK NACHOS
Pork, brisket queso, fried jalapeños,
green onions,street core sauce,
aji verde sauce *15*

HUNTSVILLE PORK CHILI CHEESE FRIES
Huntsville pork chili, cheese, fries,
crema, green onions *12*



Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of food borne illness.

Entrees

PORK BELLY & CAULIFLOWER BOWL
Pork belly, roasted cauliflower,
roasted edamame, crispy potatoes, lettuce,
green onions, blind tiger salsa,
street core sauce, sesame seeds *18*

FUNDIDO BRISKET BOWL
Sliced smoked brisket, brisket queso,
crispy potatoes, blind tiger salsa,
green onions, street core sauce,
sesame seeds *18*

GINGER SCALLION NOODLES
Pork belly, blackened shrimp, bacon dashi,
fuku noodles, bok choy, quick pickled cucumbers,
scallions, pickled onions, sambal,
sesame seeds *19*

HOMEMADE MEATBALLS & SPAGHETTI
homemade meatballs,spaghetti sauce, pasta,
parmesan, garlic bread *18*

STREETCORE PORK BELLY TACOS
Corn tortilla, pork belly, cheese, slaw,
street core sauce *14*
sub: chicken +2 | brisket +6 | turkey +4

SMASHED POTATO
Queso, cheddar, green onions, crema, butter,
gypsy seasoning *14*
add-on: bacon 2 | pork 3 | pork belly 4
huntsville pork chili 4 | turkey 4
chicken 4 | brisket 6

BEEF SKEWER
Beef skewer, couscous blend,
malaysian flatbreads, grilled tomato *16*

MOTA'S CHICKEN TIKKA
Grilled indian spiced chicken, couscous blend,
malaysian flatbreads, grilled tomato *16*

Soups and Salads

GREEK GODDESS SALAD
Couscous blend, cheddar, greens blueberries,
strawberries, tomato, pickled onions, pickled
carrots, chow chow, green goddess dressing *14*

CAULIFLOWER & EDAMAME SALAD
Roasted cauliflower & edamame, greens,
onion sticks, tallulah gremolata,
simple lime vinaigrette, parmesan,
sesame seeds *14*

BLACKENED SHRIMP BOK CHOY SALAD
Blackened shrimp, couscous blend, greens,
bok choy, roasted edamame, onion sticks,
aji verde, simple lime vinaigrette, parmesan *17*

JOSEPHINE'S CAESAR SALAD
Smoked chicken, greens, onion sticks,
caesar dressing, parmesan,
cornbread croutons *16*

HUNTSVILLE STYLE PORK CHILI
Cup *7* | Bowl *12*

BRUNSWICK STEW
Classic southern-style stew with smoked meats &
vegetables, sweet cornbread. savory yet sweet
Cup *7* | Bowl *12*

Handhelds

served with parmesan fries
sub: wrap | lettuce wrap | gluten free bread +2

BBQ TOFU BAHN MI
Marinated BBQ tofu, fresh herbs, pickled carrots, chow chow, tallulah gremolata, street core sauce *14*

SMOKED BRISKET SANDWICH
Sliced smoked brisket, smoked gouda, mushroom & onion piperade, quick pickled cucumbers, garlic butter, bacon dashi, buttermilk ranch, prohibition secret sauce *17*

PROHIBITION BURGER
Short rib & brisket grind, cheddar, lettuce, tomato, quick pickled cucumbers, pickled onions, garlic butter, mayo, ketchup *18*

PROHIBITION BEYOND BURGER
prohibition beyond burger, cheddar, lettuce, tomato, quick pickled cucumbers, pickled onions, garlic butter, mayo, ketchup *20*

GRAND SLAM BURGER
double short rib & brisket grind, conecuh sausage, pork belly, brisket, cheddar, street core sauce *25*

GYPSY DOG CHICKEN SANDWICH
Smoked chicken, bacon, smoked gouda, parmesan, pickled onions, garlic butter, prohibition secret sauce, buttermilk ranch *14*

CHILI CHEESE AND SLAW DOG
Crispy conecuh sausage, homemade huntsville style pork BBQ chili, cheese, coconut slaw, streetcore *15*

UP IN THE CLUB
Smoked turkey, bacon, cheddar, lettuce, tomato, aji verde *14*

NASHVILLE HOT CHICKEN SANDWICH
Chicken fried crispy, coconut slaw, quick pickled cucumbers, nashville hot chicken sauce, brioche bun *15*

PHILLY CHEESESTEAK
Choice of: **shredded chicken or steak**
peppers, onions and mushrooms, provolone, hoagie roll *14*

HOMEMADE MEATBALL SUB
homemade meatballs, marinara, cheese, hoagie roll *15*

SIDE SUBSTITUTIONS
Sweet Potato Tots *+3*
Side House Salad *+4*
Side Caesar Salad *+4*
Side of Stew *+5*
Crispy Potatoes *+3*

Sides

PARMESAN FRIES 5
COCONUT SLAW 4
SWEET CORN BREAD & LOCAL JAM 5
SWEET POTATO TOTS 6
CRISPY POTATOES WITH AJI VERDE 5
CAESAR SALAD 5
HOUSE SALAD 5
cucumbers, tomatoes, croutons, parm

Kids

served with fries & Cheese-its

CHICKEN NUGGETS 8
GRILLED CHEESE 8
KIDS BURGER 8
CHEESE QUESADILLA 8

Dessert

CHEF'S CAKE
Rotation of cakes *9*

PROHIBITION BREAD PUDDING
Topped with seasonal jam and whipped cream *9*

A 20% gratuity will be added for parties of six or more.

FOLLOW US
& tag us in your photos!
@bridgestreetbrewery

2025.1.25

Mail body: Bridge Street Brewery Photos

Sent from my iPad

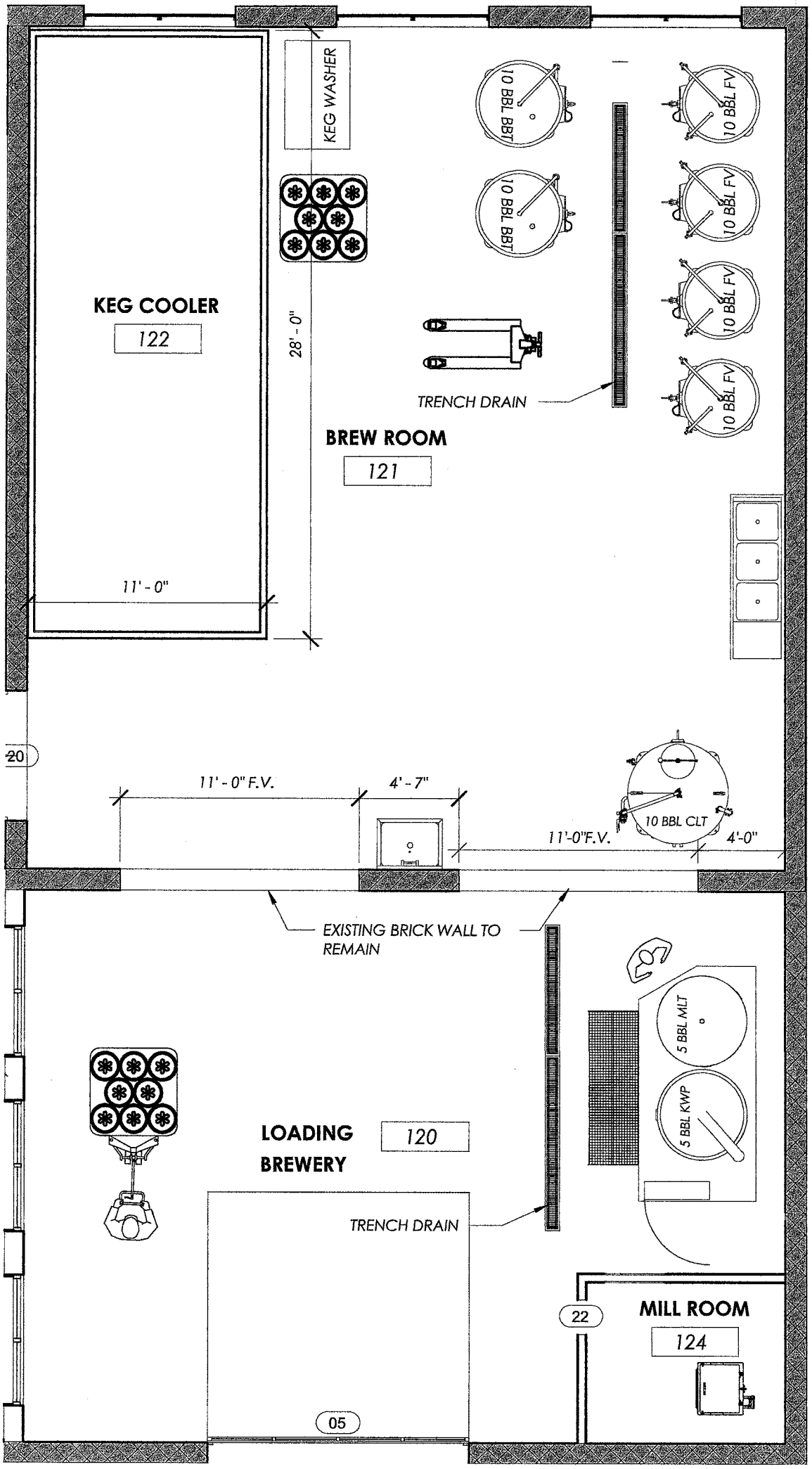
Begin forwarded message:

From: Jason Willett <jasonwillett@icloud.com>
Date: July 28, 2025 at 3:06:28 PM CDT
To: Jason Willett <jason@willettgroup.com>
Subject: Bridge Street Brewery Photos



STOP

Sent from my iPhone


KEG WASHER
10 BBL BBT
10 BBL BBT
10 BBL FV
10 BBL FV
10 BBL FV
10 BBL FV
KEG COOLER
122
28' - 0"
TRENCH DRAIN
BREW ROOM
121
11' - 0"
20
11' - 0" F.V.
4' - 7"
10 BBL CLT
11'-0"F.V.
4'-0"
EXISTING BRICK WALL TO REMAIN
5 BBL MLT
5 BBL KWP
LOADING
BREWERY
120
TRENCH DRAIN
22
MILL ROOM
124
05

OFFICIAL RECEIPT

Receipt Date 07/30/2025 03:51 PM
Receipt Print Date 07/30/2025

Receipt # 00264344
Batch # 00030.07.2025

CITY OF JONESBORO
300 S. Church St. Ste 106
PO Box 1845
JONESBORO, AR 72403-1845
870-932-3042
For Permit Inspections call 870-933-4602

Account/License/Permit/Category:	
CR	250.00
Detail:	
01-134-0517-00	
Alcohol Application Fee 516 C	
ate Ave	250.00
Total	250.00

Payment Information:

Check	110014	250.00
Change		0.00

Bridge Street Brewery
Customer #: 000000

,

Cashier: tmmoss
Station: COLLECTIONSWIND

OFFICIAL RECEIPT

Receipt Date 07/31/2025 08:37 AM
Receipt Print Date 07/31/2025

Receipt # 00264374
Batch # 00131.07.2025

CITY OF JONESBORO
300 S. Church St. Ste 106
PO Box 1845
JONESBORO, AR 72403-1845
870-932-3042
For Permit Inspections call 870-933-4602

Account/License/Permit/Category:
CR 116.35

Detail:
01-000-0150-00
Proof of Publication 116.35

Total 116.35

Payment Information:
Credit Car 8210 116.35
Change 0.00

SHJ Concepts
Customer #: 000000
dba Bridge Street Brewery

,

Cashier: ALCooksey
Station: ALCOOKSEY

THE CITY OF JONESBORO
300 S CHURCH ST
JONESBORO AR 72403
870-932-3042

07/31/25 8:36 AM

TERM ID: *****705 ***1
MANUAL KEYED
CARD TYPE: MASTERCARD
ACCT #: **********8210

CREDIT SALE

REF #: 614816101 TRAN #: 2115
AUTH #: 916173
AVS: Z

DESCRIPTION: _____

AMOUNT USD $116.35

APPROVED

X_____

I AGREE TO PAY THE ABOVE TOTAL AMOUNT ACCORDING TO CARD ISSUER AGREEMENT

MERCHANT COPY

Text File

File Number: ORD-25:026

Agenda Date: **Version:** 1 **Status:** Second Reading

In Control: City Council **File Type:** Ordinance

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

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

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

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

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

Slate Association DBA Rock N Roll Sushi's application for a private club permit is hereby approved and it shall be and is entitled to apply to the Alcoholic Beverage Control Division of Arkansas for a private club license or permit to be located at 2411 Race Street, Suite A, Jonesboro, Arkansas.

City of Jonesboro
Private Club Review and Conditions Form

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

Address 500 Elm

Applicant on Behalf of Club Sidney F. Duty

Home Address 500 Elm Jonesboro, AR 72401

Business Name Rock N Roll Sushi

Business Address 2411 Race St

City of Jonesboro official use below this:

Police Department: Copy of membership list Yes ✓ No _____
Has any member been convicted of a felony? Yes _____ No ✓
If yes, How many years since conviction? _____
Has Non-Profit complied with City of Jonesboro laws? Yes ✓ No _____

Comments: _____

Approve? Yes ✓ No _____ Signature Chief of Police Rick Elliott

Planning and Zoning Department:

Type of Private Club: Restaurant ✓ Hotel/Motel _____
Hours of Operation? _____
Copy of menu for food service? Yes _____ No ✓
Zoning C-3

Approve? Yes ✓ No _____ Signature Planning Director _____

City Clerk:
Date received 7-9-25 AR
Date entered in Legistar _____

City Council Action
Approve _____ Deny _____

BAKER FIRM, P.A.

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

Law and Accounting
110 W. Huntington Ave., Suite A
Jonesboro, AR 72401

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

July 8, 2025

VIA HAND DELIVERY

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

Re: Slate Association - Private Club Permit Application

Dear Chief Elliott:

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

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

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

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

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

Sincerely,

Zac Baker

Enclosures

CITY OF JONESBORO

APPLICATION FOR PRIVATE CLUB PERMIT

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

Slate Association — [redacted]
Non-Profit Corporation — FEIN #

APPLICANT ON BEHALF OF CLUB: Sidney (First) Fitz (Middle) Duty (Last)

HOME ADDRESS: 500 Elm Ave (Street) Jonesboro (City) 72401 (Zip) Craighead (County)

BUSINESS NAME: Rock N Roll Sushi

BUSINESS ADDRESS: 2411 Race St Suite A (Street) Jonesboro (City) 72401 (Zip) Craighead (County)

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

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

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

Yes

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

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

Give names and addresses of all officers/directors of the non-profit organization:

NAME	TITLE	ADDRESS
Sidney Duty	Director	500 Elm Ave Jonesboro AR 72401
Aaron Duty	Director	500 Elm Ave Jonesboro AR 72401
Cody McPherson	Director	214 Gulley Dr Brookland AR 72417

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

Signed this 24 day of March, 2025.

Sidney Duty
Signature of Applicant/Managing Agent

Owner
Official Title

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

Notary Public

My Commission Expires: 12-6-34:

CHAD SHURLEY
MY COMMISSION EXPIRES
12-06-2034
NOTARY PUBLIC
COMM. # 00004232
CRAIGHEAD COUNTY - ARKANSAS

SCHEDULE A – INDIVIDUAL'S PERSONAL HISTORY

I submit answers to the following questions under oath:

1. Name Sidney Fritz Duty Sex [redacted] Date of Birth [redacted]

2. Home Address 500 Elm Ave Jonesboro 72401 Phone No. 972-832-1875
   Street City Zip

3. Are you a person of good moral character and reputation in your community? Yes

4. Are you a **(CITIZEN)** or **(PERMANENT RESIDENT ALIEN)** of the United States? **CIRCLE ONE**
   Social Security No. [redacted] Green Card No. _____

5. Are you a resident of Craighead county? Yes

   If not, do you live within 35 miles of the premises to be permitted? _____

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 preceeding 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 preceeding this application? **YES** _____ **NO** ✓ If so, give full information _____
   _____

9. Do you presently hold or have you ever held an alcoholic beverage permit(s)? NO If so, give name, place, and permit number(s)
   _____

10. Have you applied and been refused a permit at the applied for location within the last 12 months? NO
    If so, give full information _____
    _____

11. Marital Status: Single ( ) (Married ( )) Divorced ( ) Separated ( ) Other ( )

12. Furnish complete information regarding members of immediate family:

Relationship	Full Name	Address	Occupation
Husband	Aaron Duty	500 Elm Ave Jonesboro AR 72401	Self employed
Mom	Brenda Beaver	4480 Letona Rd Searcy AR 72143	Self employed

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

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

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

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

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

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

Sidney Duty
Applicant's Signature

STATE OF ARKANSAS

COUNTY OF craighead

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

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

Notary Public

My Commission Expires: 12/6/34:

CHAD SHURLEY NOTARY PUBLIC MY COMMISSION EXPIRES 12-06-2034 COMM. # 00004232 CRAIGHEAD COUNTY - ARKANSAS

AUTHORITY TO RELEASE INFORMATION

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

TO WHOM IT MAY CONCERN:

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

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

Sidney Fritz Duty
Signature – Full Name

3/17/2025
Date

500 Elm Ave
Home Address

Jonesboro AR 72401
City State Zip

500 Elm Ave
Mailing Address

Jonesboro AR 72401
City State Zip

972-832-1875
Contact Phone Business Phone

Sidney.Fritz17@gmail.com
Email Address

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

Notary Public

My Commission Expires: 12/6/34:

CHAD SHURLEY
MY COMMISSION EXPIRES
12-06-2034
NOTARY PUBLIC
COMM. # 00004232
CRAIGHEAD COUNTY - ARKANSAS

AUTHORITY TO RELEASE INFORMATION

Application filled by Applicant -A, Stockholder/Partner - $: _____

TO WHOM IT MAY CONCERN:

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

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

Cody McPherson
Signature – Full Name

6/11/25
Date

214 Gulley Drive
Home Address

Brookland AR 72417
City State Zip

214 Gulley Drive
Mailing Address

Brookland AR 72417
City State Zip

501-650-0993
Contact Phone Business Phone

cmcpherson23@yahoo.com
Email Address

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

Notary Public

My Commission Expires: 12/4/34 :

CHAD SHURLEY
MY COMMISSION EXPIRES
12-04-2034
NOTARY PUBLIC
COMM. #00004232
CRAIGHEAD COUNTY - ARKANSAS

AUTHORITY TO RELEASE INFORMATION

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

TO WHOM IT MAY CONCERN:

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

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

Alamon Duty
Signature – Full Name

6/11/2025
Date

500 Elm Ave
Home Address

Jonesboro AR 72401
City State Zip

500 Elm Ave
Mailing Address

Jonesboro AR 72401
City State Zip

870-565-2388
Contact Phone Business Phone

as_duty@gmail.com
Email Address

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

Notary Public

My Commission Expires: 12/6/34

CHAD SHURLEY
NOTARY PUBLIC
COMMISSION EXPIRES 12-06-2034
COMM. #00004292
CRAIGHEAD COUNTY - ARKANSAS

ARKANSAS STATE POLICE

Arkansas Criminal History Report

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

Subject of Record

Last: **Duty** First: **Sidney** Middle: **Fritz**

Date of Birth: [redacted] Sex: [redacted] Race: [redacted]

Social Security Number: [redacted] *(not verified, supplied at time of request)*

Home/Mailing Address: **500 Elm Ave Jonesboro, AR 72401**

State of Arkansas Arkansas State Police Identification Bureau

- NO CRIMINAL HISTORY FOUND FOR THIS SUBJECT -

Requestor Information

Transaction Number: **ABC004589426**

Date: **06/23/2025** Agency Reporting: **Arkansas State Police**

Purpose: **ABC Mandated pursuant to Arkansas Code §3-2-103 regarding applicants for alcohol permits issued by the Alcoholic Beverage Control Division.**

Released To: **Alice Ford On Behalf of Alcoholic Beverage Control**

Representing: **Alcoholic Beverage Control**

Mailing Address: **101 East Capitol, Suite 401 Little Rock, AR 72201**

This Arkansas criminal history record report should only be used for the purpose that it was requested. A request that is posed for a different purpose may result in more or less information being reported.

This report does not preclude the possible existence of additional records on this person which may not have been reported to the State Identification Bureau and Central Repository. Changes in a criminal history record can occur at any time due to new arrests and/or ongoing legal proceedings.

This Arkansas criminal background check report is for non-criminal justice purposes and may only reflect if a person has any Arkansas felony and misdemeanor conviction(s), any Arkansas felony arrest that occurred in the last five (5) years that has not been to court and whether the person is a registered sex offender or required to register as a sex offender. Juvenile arrest and/or court information will not be released on this report.

Docusign Envelope ID: 561E608F-E36C-42D0-AF83-7E11136A988D

SUBLEASE AGREEMENT

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

1. Premises

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

2. Term

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

3. Use of Premises

Sublessee shall use the Premises exclusively for the operation of a restaurant, including but not limited to the sale of food and beverages, including alcoholic beverages subject to proper licensure by the Arkansas Alcoholic Beverage Control Board. Sublessee agrees to maintain compliance with all applicable state and local laws, and any rules of the Arkansas ABC Board.

4. Rent

Sublessee shall pay to Sublessor rent in the amount of **$5,000.00 per month** for years 1-5 and **$5,250.00 per month** for years 6-10, payable on or before the 5th of each month. Rent shall be paid to:

C & A Holdings Jboro, LLC
216 Gulley Dr.
Brookland, AR 72417

5. Acceptance of Premises

Sublessee acknowledges that it has inspected the Premises and accepts them in their current "AS IS" condition.

6. Compliance with Master Lease

This Sublease is subject to all terms and conditions of the Master Lease between Fair Park Crossing, LLC and Sublessor dated February 1, 2025. Sublessee agrees to assume and be bound

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by all applicable obligations of Sublessor under the Master Lease, except for payment of rent to Lessor. Sublessee shall not do anything which would constitute a breach of the Master Lease.

7. Insurance

Sublessee shall maintain public liability insurance in the amount of at least $1,000,000 per occurrence, naming both Sublessor and Lessor as additional insureds.

8. Alterations

Sublessee shall not make any structural alterations without prior written consent of Sublessor and Lessor. All alterations must comply with local codes and ABC regulations.

9. Liquor License Purpose

This Sublease is being executed for the purpose of facilitating Sublessee's application for a liquor license from the Arkansas Alcoholic Beverage Control Board. Sublessor acknowledges and consents to Sublessee's application and use of the Premises for the lawful sale and service of alcohol under a nonprofit permit.

10. Default

In the event of default by Sublessee, Sublessor may terminate this Sublease upon written notice and pursue all remedies available under Arkansas law.

11. Consent by Lessor

This Sublease is contingent upon the written consent of Fair Park Crossing, LLC, the Lessor under the Master Lease. Sublessor shall be responsible for obtaining such consent and attaching it as **Exhibit A.**

12. Miscellaneous

- **Governing Law**: This agreement shall be governed by the laws of the State of Arkansas.
- **Entire Agreement**: This Sublease contains the entire agreement between the parties.
- **Notices**: All notices shall be sent by certified mail to the addresses listed above.

Sublessor:
C & A Holdings Jboro, LLC
By: _____ Aaron Duty 5/16/2025
Name: Aaron Duty
Title: Managing Member

Docusign Envelope ID: 561E608F-E36C-42D0-AF83-7E11136A988D

Sublessee:
Slate Association
By: Aaron Duty 5/16/2025
Name: Aaron Duty
Title: Managing Member

Docusign Envelope ID: 561E608F-E36C-42D0-AF83-7E11136A988D

Exhibit A

Lessor Consent to Sublease

This Lessor Consent ("Consent") is attached to and made part of that certain **Sublease Agreement** dated May 16, 2025 (the "Sublease"), by and between **C & A Holdings Jboro, LLC**, as Sublessor, and **Slate Association**, an Arkansas nonprofit corporation, as Sublessee, for the Premises located at **2411 Race Street, Suite A, Jonesboro, Arkansas 72401.**

The undersigned, **Fair Park Crossing, LLC**, as Landlord under that certain Lease Agreement dated February 1, 2025 (the "Master Lease"), by and between Fair Park Crossing, LLC ("Lessor") and C & A Holdings Jboro, LLC ("Lessee"), hereby:

1. **Acknowledges and consents** to the Sublease of the Premises by Lessee to Sublessee.
2. **Agrees** that the Sublease does not constitute a default under the Master Lease, provided Sublessor and Sublessee comply with its terms.
3. **Acknowledges** that Sublessee shall have the right to operate the Premises, including the sale and service of alcoholic beverages upon approval of a license by the Arkansas Alcoholic Beverage Control Board, and use the Premises in accordance with the Sublease and applicable law.
4. **Confirms** that Lessor has received a fully executed copy of the Sublease.

Nothing herein shall be construed as a modification of the Master Lease, and all terms and conditions therein remain in full force and effect.

LESSOR:
Fair Park Crossing, LLC

By: _____
Name: Prateek Gera
Title: Member

Date: 5/16/2025

Sublessor:
C & A Holdings Jboro, LLC
By: _____ Aaron Duty 5/16/2025
Name: Aaron Duty
Title: Managing Member

Sublessee:
Slate Association
By: _____ Aaron Duty 5/16/2025
Name: Aaron Duty
Title: Managing Member

Docusign Envelope ID: 561E608F-E36C-42D0-AF83-7E11136A988D

docusign

Certificate Of Completion

Envelope Id: 561E608F-E36C-42D0-AF83-7E11136A988D
Status: Completed
Subject: 2411 Race St, Suite A - Sublease
Source Envelope:
Document Pages: 5 Signatures: 5
Certificate Pages: 5 Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Aaron Duty
aduty@mcdonaldins.net
IP Address: 173.218.151.81

Record Tracking

Status: Original
5/16/2025 10:05:21 AM
Holder: Aaron Duty
aduty@mcdonaldins.net
Location: DocuSign

Signer Events	Signature	Timestamp
Aaron Duty aduty@mcdonaldins.net Owner C & A Holdings HS LLC Security Level: Email, Account Authentication (None)	Aaron Duty Signature Adoption: Pre-selected Style Using IP Address: 173.218.151.81	Sent: 5/16/2025 10:09:40 AM Viewed: 5/16/2025 10:09:50 AM Signed: 5/16/2025 10:09:59 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Prateek Gera prateekgera93@yahoo.com President Security Level: Email, Account Authentication (None)	Signature Adoption: Drawn on Device Using IP Address: 67.231.42.4 Signed using mobile	Sent: 5/16/2025 10:09:40 AM Viewed: 5/16/2025 10:25:09 AM Signed: 5/16/2025 10:25:58 AM
Electronic Record and Signature Disclosure: Accepted: 5/16/2025 10:25:09 AM ID: 346067ae-2bbd-4d7d-8f33-d91d6e660381		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/16/2025 10:09:40 AM
Certified Delivered	Security Checked	5/16/2025 10:25:09 AM
Signing Complete	Security Checked	5/16/2025 10:25:58 AM
Completed	Security Checked	5/16/2025 10:25:58 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, High Street Insurance (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact High Street Insurance:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: mvigil@highstreetpartners.com

To advise High Street Insurance of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mvigil@highstreetpartners.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from High Street Insurance

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mvigil@highstreetpartners.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with High Street Insurance

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to mvigil@highstreetpartners.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify High Street Insurance as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by High Street Insurance during the course of your relationship with High Street Insurance.

Rock & Roll Sushi – Member List

No.	Last Name	First Name	Address
1	Agudelo	Hannah	920 Park Ave, Jonesboro, AR 72401
2	Bailey	Mark	229 Greene 767 Rd., Paragould, AR 72450
3	Baker	Darby	4805 Prospector Dr, Jonesboro, AR 72405
4	Barrett	Stephen	480 Greene 333 Rd, Jonesboro, AR 72401
5	Beaugez	Neely	19 39th St, Gulfport,MS 39507
6	Beaver	Rick	1480 Letona Rd, Searcy, AR 72143
7	Becker	Kristie	1203 Terrace Ct, Jonesboro, AR 72401
8	Besharse	John	321 Crestfield Dr, Jonesboro, AR 72404
9	Blackshare	Rachael	2664 Clayburne Dr, Jonesboro, AR 72405
10	Blankenship	Luke	848 Greene 707 Road, Paragould, AR
11	Brown	Colton	5507 Cordova Ln., Jonesboro, AR 72404
12	Buchan	Brayden	110 Reinhart Lane, Manila, AR 72442
13	Buhrmester	Diana	203 Hall St., Bay, AR 72411
14	Buhrmester	Skip	203 Hall St., Bay, AR 72411
15	Burcham	Terry	2916 Ridgepointe Dr., Jonesboro, AR 72404
16	Burcham	Tarah	2916 Ridgepointe Dr., Jonesboro, AR 72404
17	Butler	Brandon	2006 Westwood Dr., Jonesboro, AR 72401
18	Butler	Logan	5739 Brookshire Dr., Jonesboro, AR 72401
19	Carmer	Zac	1002 Brown St., Bay, AR 72411
20	Carmer	Hannah	1002 Brown St., Bay, AR 72411
21	Carner	Sydney	110 Logan St., Brookland, AR 72417
22	Casebier	Skyler	15995 Hwy 214 E., Harrisburg, AR 72432
23	Cavazos	Anthony	102 Summer Leigh Cove, Bay, AR 72411
24	Chapell	Cassie	244 CR 500 Lake City, AR 72437
25	Coleman	Robert	1818 Wood St., Jonesboro, AR 72401
26	Collins	J.	5704 Wendy St., Paragould, AR 72450
27	Coots	Tina	2300 Kellers Chapel Rd, Jonesboro, AR 72401
28	Cox	Natalie	1709 Crepe Myrtle Dr., Jonesboro, AR 72405
29	Coy	Martin	71 Conner Drive, Perkinston, MS. 39573
30	Crain	Ronnie	4202 Sandstone Dr., Jonesboro, AR 72405
31	Crawford	Melissa	110 Reinhart Lane, Manila, AR 72442
32	Crawford	Rickie	110 Reinhart Lane, Manila, AR 72442
33	Crigler	Trina	605 Candis Dr., Jonesboro, AR 72404
34	Dalton	Britney	1022 Villa, Jonesboro, AR 72405
35	Dalton Jr.	Terry	1022 Villa Dr., Jonesboro, AR 72405
36	Daniel	LaCasia	304 Cole Drive, Brookland, AR 72417
37	Dickey	Josh	2006 Lion Heart Ln, Jonesboro, AR 72404
38	Dickey	Candice	2006 Lion Heart Ln, Jonesboro, AR 72404
39	Dixon	Matthew	1904 Kenwood St., Jonesboro, AR 72401
40	Dobbs	Madison	814 CR 307, Jonesboro, AR 72401
41	Duty	Karen	2716 N. Rockingchair Rd, Paragould, AR 72450
42	Eaves	Huntor	5119 Kara Dr, Jonesboro, AR 72405
43	Edwards	Erik	1617 S. Church St., Jonesboro, AR 72401
44	Espenson	Kassandra	7686 AR 351, Jonesboro, AR 72405
45	Farley	Sandy	3213 Sage Oaks Cove, Jonesboro, AR 72405
46	Flores	Amy	222 CR 358, Bono, AR 72416
47	Fritz	John	3511 CR 935 Anna, TX 75409
48	Fritz	Geoff	803 N Morris St, McKinney, TX 75069
49	Fritz	Sedona	1488 Letona Rd, Searcy, AR 72143
50	Fritz	Carleen	1328 Swiss Ct., Plano, TX 75023
51	Gairhan	Emily	460 Southwest Dr. Ste B, Jonesboro, AR 72401
52	Gellert	Connie	295 CR 460., Jonesboro, AR 72404
53	Gomer	Lisa	1506 Fairview Rd, Paragould, AR 72450
54	Gomer	Logan	1009 Canera Dr., Apt 110, Jonesboro, AR 72405
55	Griffith	Brian	40 Greene 330 Rd, Jonesboro, AR 72401
56	Griswold	Darion	4701 Highland Park Circle, Jonesboro, AR 72401
57	Guy	Theresa	1709 Overhill Rd, Jonesboro, AR 72401
58	Hays	Kelly	304 CR 781, Jonesboro, AR 72405
59	Hays	Donna	278 CR 779, Jonesboro, AR 72405
60	Hernandez	Josh	5010 Koala Dr., Jonesboro, AR 72404
61	Higgins	Charles	109 Leawood Ct. Jonesboro, AR 72401
62	Hogard	Chad	1208 Ryan Lane., Paragould, AR 72450
63	Holder	Michael	4705 Prospect Farm Rd, Jonesboro, AR 72405
64	Inman	Erin	4703 Edgemont Dr, Jonesboro, AR 72401
65	Jackson	Pierce	408 Olivia Dr, Newport, AR 72112

66	Jones	Donna	749 Craighead Rd, Jonesboro, AR 72401
67	Jones	Morgan	4104 Aggie Rd., Jonesboro, AR 72405
68	Kastner	Tierra	5555 Macedonia Rd Apt P57, Jonesboro, AR 72405
69	Kelley	Baylee	209 S. Main Unit C, Jonesboro, AR 72401
70	Lane	Luke	5820 New Castle Dr., Jonesboro, AR 72405
71	Lehman	Kalyn	1323 CR 304., Jonesboro, AR 72401
72	Lehman	Eric	1323 CR 304., Jonesboro, AR 72401
73	Little	Hannah	3321 CR 751, Jonesboro, AR 72405
74	McAdams	Tabitha	4710 Antosh Cir., Jonesboro, AR 72404
75	McGarity	Mallory	203 N. Bernis., Brookland, AR 72417
76	McGaughey	Kenzie	11493 E. Apple Hill Rd, Prairie Grove, AR 72753
77	McPherson	Cody	216 Gulley Dr., Brookland, AR 72417
78	McPherson	Kristen	216 Gulley Dr., Brookland, AR 72417
79	Mendoza	Lisbet	752 White Dove Cr., Jonesboro, AR 72401
80	Messer	Beth	6102 W. Kingshighway, Paragould, AR 72450
81	Monte	Josh	26217 Via del San Francesco, Daphne, AL 36526
82	Morgan	Madison	408 Joy Ln, Jonesboro, AR 72401
83	Myers	Jason	129 Greene 726 Rd, Paragould, AR 72450
84	Nelson	Skyla	112 N Rockingchair, Paragould, AR 72450
85	Nichols	Carly	71 Conner Drive, Perkinston, MS. 39573
86	Nichols	Lori	3000 SW. Satinwood Ave, Bentonville, AR 72713
87	Oldham	Karen	1115 Hwy 168 W. Jonesboro, AR 72401
88	Oliver	Mary	175 CR 375, Bono, AR 72416
89	Osment	Sasha	118 Delle Ln, Brookland, AR 72417
90	Owens	Grayson	3257 Morgan Ford Rd, St Louis, MO 63114
91	Parsons	Ashley	111 Greene 7502 Rd, Paragould, AR 72450
92	Patin	Tyler	1610 Bienville Blvd, Ocean Springs, MS 39564
93	Patin	Caleb	117 Brentwood Blvd, Gulfport, MS 39503
94	Patin	Lauren	12537 Alphabet Rd, Gulfport, MS 39503
95	Pemberton	Tyler	1604 S 28 ½ St., Paragould, AR
96	Pemberton	Savanna	1604 S 28 ½ St., Paragould, AR
97	Perrin	Samantha	102 Summer Leigh Cove, Bay, AR 72411
98	Phipps	Ryan	2119 Spring Lake Rd, Paragould, AR 72450
99	Pigg	Samantha	217 County Road 416., Jonesboro, AR 72404
100	Pigg	Chris	217 County Road 416., Jonesboro, AR 72404
101	Prince	Jamyra	5000 Yukon Dr., Jonesboro, AR 72401
102	Ray	Kasan	2404 Greenbriar Dr., Jonesboro, AR 72401
103	Reynolds	Claire	742 Crest Dr., Jonesboro, AR 72401
104	Richardson	Reagan	828 S. Caraway Rd Apt 214A. Jonesboro, AR 72401
105	Richardson	Demario	1000 Tony Dr. Jonesboro, AR 72401
106	Risher	Chrissy	9056 Ridge Rd, Gulfport, MS 39503
107	Russell	Chelsie	601 W. Cherry Ave., Jonesboro, AR 72401
108	Ryles	Lindsey	201 Stacy Dr., Paragould, AR
109	Sahuc	John	6 Willow Creek Lane, Jonesboro, AR 72404
110	Scott	Ira	80 Skylark Lane, Lake City, AR 72437
111	Scruggs	Logan	2708 Cozy Ln., Paragould, AR
112	Sharp	Jami	174 CR 7291, Jonesboro, AR 72405
113	Shoffstall	Joe	1116 Apt 1 Commerce, Jonesboro, AR
114	Shurley	Chad	922 W. Washington, Jonesboro, AR 72401
115	Sluder	Martina	76 Sundale Circle., Paragould, AR 72450
116	Smith	David	1997 County Road 741, Brookland, AR 72417
117	Snyder	Cody	1215 Greene 510 Rd., Paragould, AR
118	Socha	Holly	41 CR 762 Apt B., Brookland, AR
119	Stakes	Bubba	432 Henderson , Lepanton, AR 72354
120	Stallcup	Elizabeth	1812 S. 54th St, Paragould, AR 72450
121	Steer	Jordyn	1210 Hunstville Dr., Wylie, TX 75098
122	Stewart	Holly	280 Greene 7140 Rd, Paragould, AR 72450
123	Taggart	Jeremy	4828 Gregory Dr., Jonesboro, AR 72405
124	Tonyman	Sierra	3811 S. Weller Ave A417, Springfield, MO 65804
125	Treadway	Meridith	723 CR 353., Bono, AR 72416
126	Treadway	Johnny	203 Hall St., Bay, AR 72411
127	Treadway	Scott	203 Hall St., Bay, AR 72411
128	Verse	Devonye	3821 Remington Dr., Jonesboro, AR 72404
129	Vinson	Emily	303 W. Concord St. Jonesboro, AR 72401
130	W.	Jarrett	311 Stella Dr., Bono, AR 72416
131	Walker	Morgan	6401 Julia Ln, Jonesboro, AR 72404
132	Watson	William	206 N. Hickory St., Bald Knob, AR 72010
133	Weaver	Ashlyn	4608 Oak park Drive, Jonesboro, AR 72404

134	White	Dan	5708 Aberdeen Rd, Jonesboro, AR 72405
135	White	Taegan	1709 Crepe Myrtle Dr., Jonesboro, AR 72405
136	Wilk	Eva	2508 E. Johnson Ave E22, Jonesboro, AR 72401
137	Williams	Alan	3301 Derby, Jonesboro, AR 72404
138	Wineland	Chad	2508 E. Johnson Ave B32, Jonesboro, AR 72401
139	Winters	Terrance	3719 Stadium Blvd Apt #9, Jonesboro, AR 72404
140	Woods	Caitlin	728 Madeline Ct., Jonesboro, AR 72405
141	Woods	Sheniece	5015 Yukon Dr. Jonesboro, AR 72405
142	Word	Jeffrey	1506 Fairview Rd, Paragould, AR 72450
143	Young	Kristin	614 Sarazen Drive, Gulfport,MS 39507
144	Zamora	Javier	2212 Thorn St. Jonesboro, AR 72401

Details

For service of process contact the Secretary of State's office.

LLC Member information is now confidential per Act 865 of 2007

For access to our corporations bulk data download service click here.

Corporation Name
SLATE ASSOCIATION

Fictitious Names
ROCK N ROLL SUSHI

Filing #
811278391

Filing Type
Nonprofit Corporation

Filed Under Act
Dom Nonprofit Corp; 1147 of 1993

Status
Good Standing

Principal Address
2411 RACE STREET JONESBORO, AR 72401

Reg. Agent
ZAC BAKER

Agent Address
110 W. HUNTINGTON AVE., SUITE A JONESBORO, AR 72401

Date Filed
12/11/2020

Officers

OFFICIAL RECEIPT

Receipt Date 07/09/2025 03:10 PM Receipt # 00263713
Receipt Print Date 07/09/2025 . Batch # 00009.07.2025

CITY OF JONESBORO
300 S. Church St. Ste 106
PO Box 1845
JONESBORO, AR 72403-1845
870-932-3042
For Permit Inspections call 870-933-4602

Account/License/Permit/Category:
CR 250.00

Detail:
01-134-0517-00
Alcohol Application Fee - Roc
k n Roll Sushi 250.00

Total 250.00

Payment Information:
Check 2166 250.00
Change 0.00

Baker Firm, PA
Customer #: 000000

,

Cashier: ALCooksey
Station: ALCOOKSEY

OFFICIAL RECEIPT

Receipt Date 07/09/2025 04:56 PM — Receipt # 00263716
Receipt Print Date 07/09/2025 — Batch # 00010.07.2025

CITY OF JONESBORO
300 S. Church St. Ste 106
PO Box 1845
JONESBORO, AR 72403-1845
870-932-3042
For Permit Inspections call 870-933-4602

Account/License/Permit/Category:	
CR	116.35
Detail:	
01-000-0150-00	
Proof of Publication Rock N R	
oll Sushi	116.35
Total	116.35

Payment Information:

Check	2167	116.35
Change		0.00

Baker Firm, PA
Customer #: 000000
Rock N Roll Sushi

,

Cashier: ALCooksey
Station: ALCOOKSEY

Text File

File Number: ORD-25:027

Agenda Date: **Version:** 1 **Status:** Second Reading

In Control: City Council **File Type:** Ordinance

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

BE IT ORDAINED BY THE CITY COUNCIL OF JONESBORO, ARKANSAS:
SECTION 1: CHAPTER 117, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS BE AMENDED AS RECOMMENDED BY THE METROPOLITAN AREA PLANNING COMMISSION BY THE CHANGES IN ZONING CLASSIFICATION AS FOLLOWS:
FROM: **Industrial R-1**
TO: **Commercial C-3**

THE FOLLOWING DESCRIBED PROPERTY:
LEGAL DESCRIPTION:
That part of the Northeast Quarter of the Northeast Quarter of Section 13, Township 14 North, Range 3 East, and that part of the Northwest Quarter or the Northwest Quarter of Section 18, Township 14 North, Range 4 East, described as follows: Beginning at the Northwest corner of said Section 18; thence S89°56'00"W, 2.90 feet; thence S12°47'00", 215.67 feet to the true point of beginning; thence N89°56'00"E, 180.04 feet; thence S00°34'00"W, 235.72 feet; thence N89°58'00"W, 206.47 feet; thence N03°23'00"E, 25.00 feet; thence N06°34'00"E, 184.20 feet, thence N12°47'00"E, 28.13 feet to the true point of beginning , containing 1.06 acres more or less. Subject to a Road easement along the West side of Culberhouse Street and along the South side for Allen Avenue and any other easements that may affect said lands.
SECTION 2: THE REZONING OF THIS PROPERTY SHALL ADHERE TO THE FOLLOWING STIPULATIONS:
1) That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current storm water Drainage Design Manual, Flood Plain Regulations, and Traffic Access Management Policy regarding any new development.
2) A final site plan subject to all ordinance requirements and illustrating compliance with the site requirements for parking, signage, landscaping, fencing, buffering, outdoor storage, dumpster enclosure, sidewalks, etc. shall be submitted, reviewed, and approved by the Planning Department prior to any redevelopment of the property.
3) Any change of use shall be subject to Planning Department approval in the future.
4) This development shall comply with all Overlay District requirements.

Application for a Zoning Ordinance Map Amendment

METROPOLITAN AREA PLANNING COMMISSION
Jonesboro, Arkansas

Meeting Date: _____ Date Received: _____

Meeting Deadline: _____ Case Number: _____

LOCATION:

Site Address: 500 N Culberhouse St

Side of Street: East between Allen St and Woodrow St.

Quarter: NW Section: 18 Township: 14 Range: 04

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

SITE INFORMATION:

Existing Zoning: Industrial Proposed Zoning: C3

Size of site (square feet and acres): 1.06 Acres Street frontage (feet): 184.20'

Existing Use of the Site: Personal STORAGE

Character and adequacy of adjoining streets: Industrial/commercial nature; adequate for business operations. well maintained streets

Does public water serve the site? yes

If not, how would water service be provided?

Does public sanitary sewer serve the site? yes

If not, how would sewer service be provided?

Use of adjoining properties:

North Wrecker Service

South Small meeting hall; that meet occassionally

East Vacant | mini STORAGES

West Vacant | Abandoned

Physical characteristics of the site: Concrete block building with concrete drive at West side, gravel lot at South.

Characteristics of the neighborhood: Some vacant properties, Wrecker Servic at North Small building @ South Mini Storages at East and a vacant property @ West.

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

REZONING INFORMATION: See attached →

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

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

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

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

(4). What would be the density or intensity of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)?

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

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

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

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

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

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

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

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

(13). How do neighbors feel about the proposed rezoning? Please attach minutes of the neighborhood meeting held to discuss the proposed rezoning or notes from individual discussions. *If the proposal has not been discussed with neighbors, please attach a statement explaining the reason. Failure to consult with neighbors may result in delay in hearing the application.*

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

OWNERSHIP INFORMATION:

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

Owner of Record:

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

1st Produce Inc.

Name: Sanjuana & Jose Garza

Address: 2901 Beanie Dr.

City, State: Jonesboro, AR ZIP 72401

Telephone: 870-824-8248

Facsimile: 870-253-9183

Signature:

Applicant:

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

Name: _____

Address: _____

City, State: _____ ZIP _____

Telephone: _____

Facsimile: _____

Signature: _____

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

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

REZONING FOR
500 N. Culberhouse Jonesboro, AR 72401

1- Zoned I-1
2- Looking to convert building into an 800+- Sq Ft store front office and warehouse / storage space. Currently zoned I-1 and seeking rezoning to C-3.
3- Warehouse space and a small office at front door.
4- Actual footage of building is 5000 Sq Ft. No additions planned at this moment.
5- Unknown.
6- Property would be usable for other intentions rather than it sitting vacant.
7- We believe if rezoned the property could attract a small business that would require warehouse space.
8- Zoned I-2. To be converted into a mixed office warehouse space this process was requested.
9- No impacts have been identified as of now. Property sits unused.
10- Building has been without use other than personal storage for 7 yrs.
11- No impacts have been identified as of now. Egress for city streets will remain unaffected by rezoning this property.
12- Exterior face lift and interior work will begin when a final business plan is obtained and authorized via permits form city.
13- No buildings surrounding property are occupied. Only property being utilized now is north of the property and it's a wrecker service which we feel will not be impacted by rezoning our property.
14- None intended.

9589 0710 5270 2938 3796 06

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

For delivery information, visit our website at *www.usps.com®*.

Jonesboro, AR 72403

OFFICIAL USE

Certified Mail Fee $4.85	0408 69
Extra Services & Fees (check box, add fee as appropriate) $4.10	
☐ Return Receipt (hardcopy) $0.00	
☐ Return Receipt (electronic) $0.00	Postmark Here
☐ Certified Mail Restricted Delivery $0.00	
☐ Adult Signature Required $0.00	
☐ Adult Signature Restricted Delivery $	
Postage $0.73	06/25/2025
Total Postage and Fees $9.68	

Sent To: Scurlock Industries
Street and Apt. No., or PO Box No.: PO Box 1500
City, State, ZIP+4®: Jonesboro AR 72403

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

9589 0710 5270 2938 3795 83

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

For delivery information, visit our website at *www.usps.com®*.

Jonesboro, AR 72401

OFFICIAL USE

Certified Mail Fee $4.85	0408 69
Extra Services & Fees (check box, add fee as appropriate) $4.10	
☐ Return Receipt (hardcopy) $0.00	
☐ Return Receipt (electronic) $0.00	Postmark Here
☐ Certified Mail Restricted Delivery $0.00	
☐ Adult Signature Required $0.00	
☐ Adult Signature Restricted Delivery $	
Postage $0.73	06/25/2025
Total Postage and Fees $9.68	

Sent To: Carlos & Mirna Alberto
Street and Apt. No., or PO Box No.: 1225 Olive st
City, State, ZIP+4®: Jonesboro AR 72401-3941

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

9589 0710 5270 2938 3795 76

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at *www.usps.com®*.

Jonesboro, AR 72403

OFFICIAL USE

Certified Mail Fee $4.85	0408 69
Extra Services & Fees (check box, add fee as appropriate) $4.10	
☐ Return Receipt (hardcopy) $0.00	
☐ Return Receipt (electronic) $0.00	Postmark Here
☐ Certified Mail Restricted Delivery $0.00	
☐ Adult Signature Required $0.00	
☐ Adult Signature Restricted Delivery $	
Postage $1.01	06/25/2025
Total Postage and Fees $9.96	

Sent To: Arkansas Glass Containers
Street and Apt. No., or PO Box No.: PO Box 1717
City, State, ZIP+4®: Jonesboro AR 72403

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

9589 0710 5270 2938 3795 90

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

For delivery information, visit our website at *www.usps.com®*.

Bono, AR 72416

OFFICIAL USE

Certified Mail Fee $4.85	0408 69
Extra Services & Fees (check box, add fee as appropriate) $4.10	
☐ Return Receipt (hardcopy) $0.00	
☐ Return Receipt (electronic) $0.00	Postmark Here
☐ Certified Mail Restricted Delivery $0.00	
☐ Adult Signature Required $0.00	
☐ Adult Signature Restricted Delivery $	
Postage $0.73	06/25/2025
Total Postage and Fees $9.68	

Sent To: Harold & Karen Watson
Street and Apt. No., or PO Box No.: 1298 CR 323
City, State, ZIP+4®: Bono AR 72416-8249

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

REDEMPTION DEED NO. 381521

JOHN THURSTON
COMMISSIONER OF STATE LANDS
STATE OF ARKANSAS
Issued under the provisions of Act 151 of 1891,
Act 626 of 1983 and Act 814 of 1987

2018R-010122
FILED
JONESBORO DISTRICT
CRAIGHEAD COUNTY, ARKANSAS
CANDACE EDWARDS, CLERK & RECORDER
05/21/2018 2:47:47 PM
FEE: 15.00
PAGES: 1
JAMIE HUNNICUTT

THE STATE OF ARKANSAS:
To All Whom these Presents Shall Come ~ GREETINGS:
KNOW YE THAT, WHEREAS: The following described lands situated in the County of **CRAIGHEAD** in the State of Arkansas, to Wit:

Description: Acres PT NW NW 18-14-04 PT NE NE 13-14-03 Section: 18 Township: 14N Range: 04E Acreage: 1.17 Lot: Block: City: Addition: SD: J JB

Parcel Number: **01-144182-01600** Year Forfeited: **7-5 2014** Receipt #: **463074**

were certified to the Commissioner of State Lands, by the County Collector for the non-payment of taxes for the years hereinbelow set forth; and that the taxes, penalties, interest and cost outline below have been paid to the Commissioner of State Lands;

AND WHEREAS **1ST PRODUCE INC**
500 N CULBERHOUSE
JONESBORO, AR 72401

claiming to be the owner(s) of said real property, filed a petition to redeem duly verified according to the law, showing such ownership.

NOW THEREFORE, I, JOHN THURSTON, Commissioner of State Lands within the State of Arkansas, for and in consideration of **$492.81** so paid and by virtue of the authority in me vested by law, do hereby release and quitclaim unto the said **1ST PRODUCE INC** and their heirs and assigns forever all right, title and interest the State of Arkansas acquired under any forfeiture, sale or condemnation for taxes.

WITNESS MY HAND AND OFFICIAL SEAL **05/16/2018**

John Thurston
Commissioner of State Lands

kkelly
Deputy Commissioner of State Lands

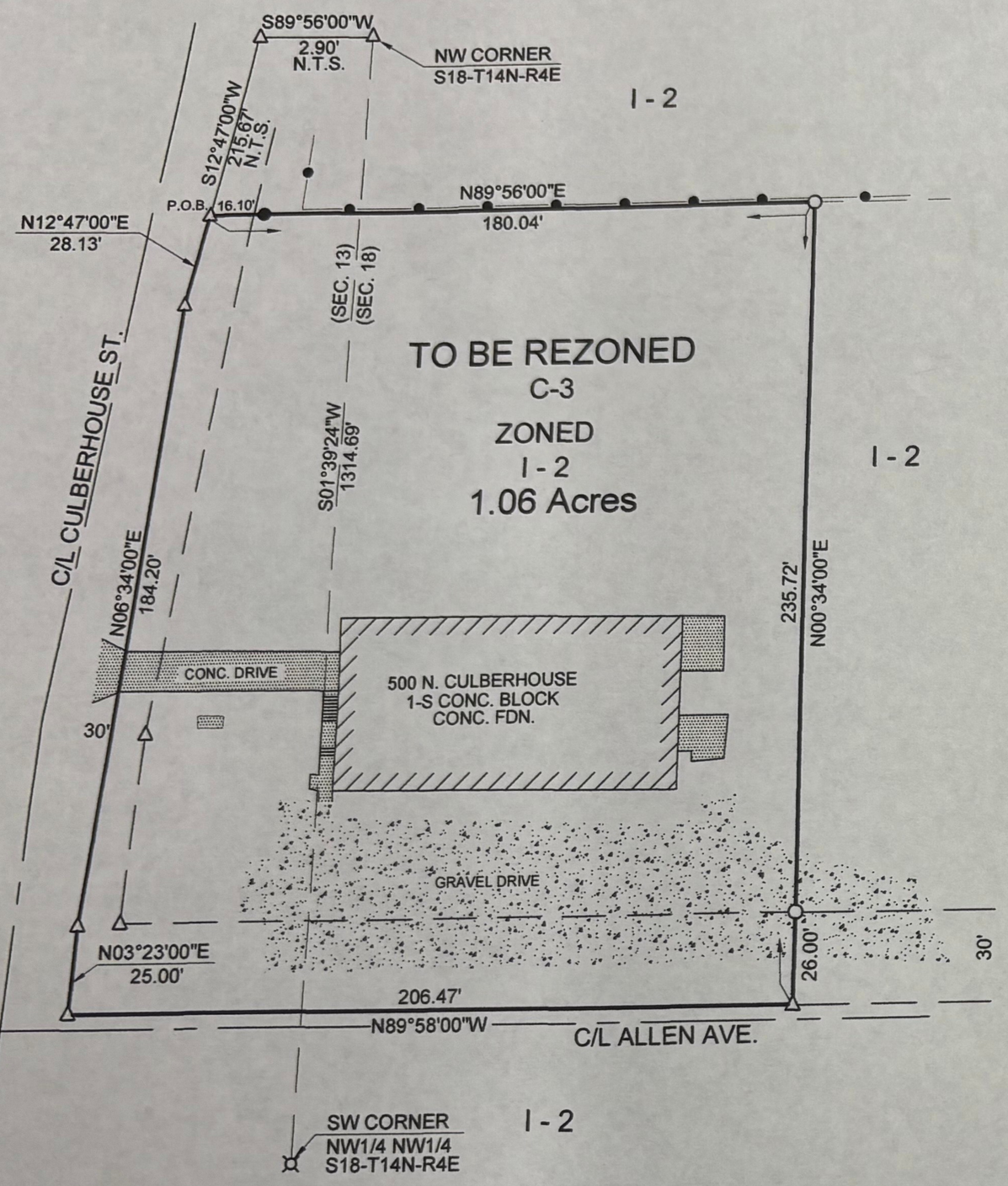
Taxes	**2014 - 2016**	**$349.85**
Improv Or Timber tax		**$0.00**
Interest		**$53.02**
Penalty		**$34.99**
County Costs		**$18.00**
State Costs		**$36.95**
Total Paid:		**$492.81**

Deed Mailed to:

PROFESSIONAL TITLE SERVICES
740 SOUTHWEST DRIVE
JONESBORO, AR 72401

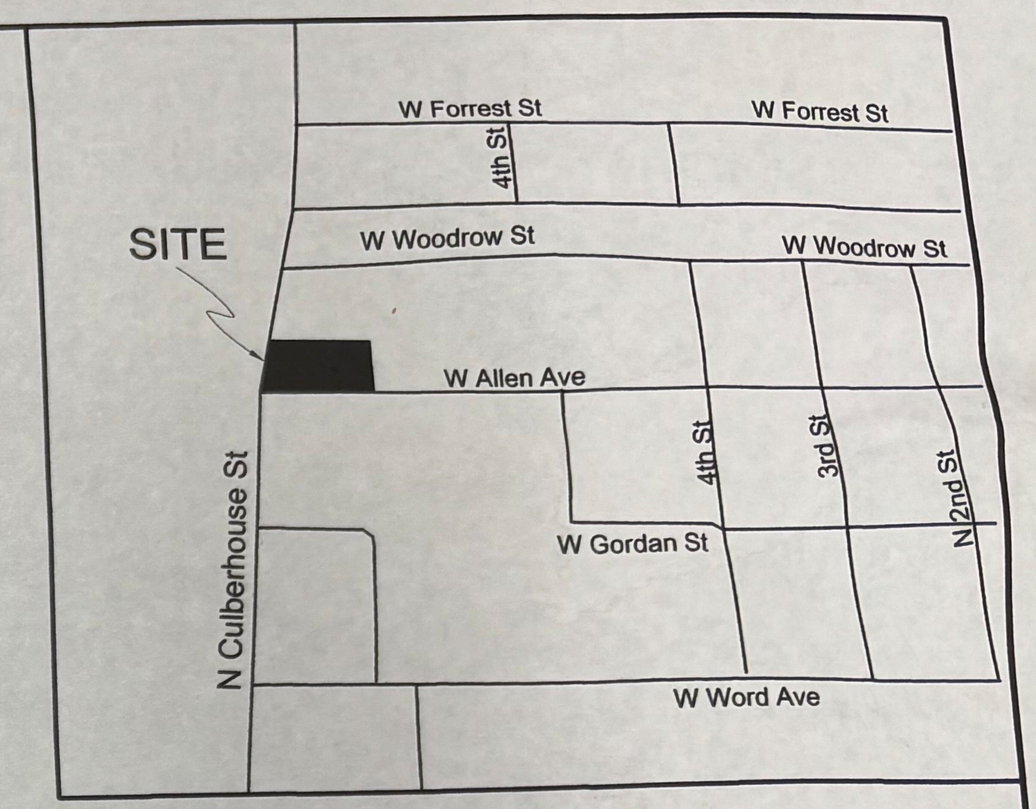
8003894 6
Tx:40026162

REZONING PLAT



DESCRIPTION:

The following lands in Craighead County, Arkansas to-wit: That part of the Northeast Quarter of the Northeast Quarter of Section 13, Township 14 North, Range 3 East, and that Part of the Northwest Quarter of the Northwest Quarter of Section 18, Township 14 North, Range 4 East, described as follows: Beginning at the Northwest corner of said Section 18; thence S89°56'00"W, 2.90 feet; thence S12°47'00"W, 215.67 feet to the true point of beginning; thence N89°56'00"E, 180.04 feet; thence S00°34'00"W, 235.72 feet; thence N89°58'00"W, 206.47 feet; thence N03°23'00"E, 25.00 feet; thence N06°34'00"E, 184.20 feet; thence N12°47'00"E, 28.13 feet to the true point of beginning, containing 1.06 acres more or less. Subject to a Road easement along the West side for Culberhouse Street and along the South side for Allen Avenue and any other easements that may affect said lands.



Vacinity Map

BEARINGS ARE BASED ON RECORD DESCRIPITON.

OWNER'S CERTIFICATION

WE HERE BY CERTIFY THAT WE ARE THE OWNERS OF THIS PROPERTY AS DESCRIBED, AND THAT WE DEDICATE THE PERPETUAL USE OF ALL STREETS AND EASEMENTS AS NOTED ON THIS PLAT.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE HEREON PLATTED AND DESCRIBED SURVEY WAS COMPLETED UNDER MY SUPERVISION ON THE 12TH DAY OF MARCH, 2025 AND THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN TO THE BEST OF MY KNOWLEDGE AND ABILILITY.

TERENCE D. MOORE PLS No. 1293

REGISTERED STATE OF ARKANSAS No. 1293 SIGNATURE TERRENCE D. MOORE PROFESSIONAL LAND SURVEYOR

0' 50' 100' 150'

LEGEND

- ● FOUND IRON PIN
- ⌧ FOUND COTTON PICKER SPINDLE
- ○ SET IRON PIN
- △ COMPUTED POINT
- N.T.S. NOT TO SCALE
- P.O.B. POINT OF BEGINNING
- —●— CHAINLINK FENCE

REV.	DATE	REVISION	BY

M² Surveying

Doug Moore, Licensed Surveyor
741 Greene Co. Rd. 710
Paragould, Ar. 72450
Cell: 870-240-3589 Office: 870-240-6995

CLIENT: DUSTIN WHITE			
SCALE: 1" = 50'	DRAWN: TDM	CHECKED: VMM	DATE: 5-20-2025
JOB#: 25038	CRD#: 15069	DWG#: 25038-1	REV.#


REZONING REQUESTED
FOR THIS
PROPERTY
Public Hearings to be held
2nd & 4th Tuesday of Each Month
Municipal Center
300 S. CHURCH ST.
1st Floor
CALL 870-932-0406
FOR FURTHER INFORMATION
CITY OF JONESBORO


REZONING REQUESTED
FOR THIS
PROPERTY
Public Hearings to be held
2nd & 4th Tuesday of Each Month
Municipal Center
300 S. CHURCH ST.
1st Floor
CALL 870-932-0406
FOR FURTHER INFORMATION
CITY OF JONESBORO

JB2015R-007795 3
JB2015R-007795
CANDACE EDWARDS
CRAIGHEAD COUNTY
RECORDED ON:
05/26/2015 03:26PM
BY _____ D. C.

CLERK OF CIRCUIT COURT SEAL CRAIGHEAD COUNTY ARKANSAS

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That Bruce Broadaway and Mona Broadaway, husband and wife, Grantors, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration paid by 1st Produce, Inc., an Arkansas Incorporation, Grantee, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said Grantee, and unto its successors and assigns forever, the following described lands situated in Craighead County, Arkansas:

> The following lands in Craighead County, Arkansas to-wit: That part of the Northeast Quarter of the Northeast Quarter of Section 13, Township 14 North, Range 3 East, and that Part of the Northwest Quarter of the Northwest Quarter of Section 18, Township 14 North, Range 4 East, described as follows: Beginning at the Northwest corner of said Section 18; thence S 89° 56' 00" W, 2.90 feet; thence S 12° 47' 00" W, 215.67 feet to the true point of beginning; thence N 89° 56' 00" E, 180.04 feet; thence S 00° 34' 00" W, 235.72 feet; thence N 89° 58' 00" W, 206.47 feet; thence N 03° 23' 00" E, 25.00 feet; thence N 06° 34' 00" E, 184.20 feet; thence N 12° 47' 00" E, 28.13 feet to the true point of beginning, containing 1.06 acres more or less. Subject to a Road easement along the West side for Culberhouse Street and along the South side for Allen Avenue and any other easements that may affect said lands.

Subject to existing assessments, building lines, easements, mineral reservations and/or conveyances and restrictions of record, if any.

To have and to hold the same unto the said Grantee, and unto its successors and assigns forever, with all tenements, appurtenances and hereditaments thereunto belonging.

And we hereby covenant with said Grantee that we will forever warrant and defend the title to said lands against all lawful claims whatsoever.

And we, the Grantors, for and in consideration of said sum of money, do hereby release and relinquish unto said Grantee all of our rights of dower, curtesy and possibility of homestead in and to said lands.

WITNESS my hand this 22nd day of May, 2015.

Bruce Broadaway, Grantor

Mona Broadaway, Grantor

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)
COUNTY OF CRAIGHEAD)

On this day before the undersigned, a Notary Public duly qualified and acting in and for the county and state aforesaid, personally appeared Bruce Broadaway and Mona Broadaway, husband and wife, satisfactorily proven to be the persons whose names appear as Grantors in the foregoing instrument, and stated that they have executed the same for the consideration, uses and purposes therein stated.

And on the same day also voluntarily and personally appeared before me each Grantor separately, and in the absence of such Grantor's spouse declared that they had executed the foregoing instrument of their own free will and had signed and sealed the relinquishment of dower and homestead therein expressed, for the purposes and consideration therein stated.

In witness whereof I hereunto set my hand and official seal this 22nd day of May, 2015.

Amy L Johnson
Notary Public

My Commission Expires:

10/10/20

AMY L JOHNSON
No. 12376929
NOTARY PUBLIC
EXPIRES 06-10-2020
RANDOLPH COUNTY - ARKANSAS

Certificate

We certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument.

Grantee:

Grantee's Address: 5016 Wakefield dr
Jonesboro, Ar 72404

This instrument prepared by:

Owens, Mixon, & Gramling P.A.
P.O. Box 4015
Jonesboro, Arkansas 72403
(870) 336-6505

STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
MISCELLANEOUS TAX SECTION
P.O. BOX 896, LITTLE ROCK, AR 72203-0896

Real Estate Transfer Tax Stamp

Proof of Tax Paid

File Number: 2015030004

Grantee:	1ST PRODUCE, INC.
Mailing Address:	5016 WAKEFIELD DRIVE JONESBORO AR 724040000
Grantor:	BRUCE BROADAWAY AND MONA BROADAWAY
Mailing Address:	2206 AUTUMN DRIVE JONESBORO AR 724040000
Property Purchase Price:	$165,000.00
Tax Amount:	$544.50
County:	CRAIGHEAD
Date Issued:	05/26/2015
Stamp ID:	625221632

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument.

Grantee or Agent Name (printed): Amy L. Johnson

Grantee or Agent Name (signature): _____ Date: 5/22/15

Address: 5016 Wakefield Dr.

City/State/Zip: Jonesboro, AR 72404

City of Jonesboro Metropolitan Area Planning Commission

Staff Report – RZ 25-12 500 N Culberhouse Street

300 S. Church Street/Municipal Center

For Consideration by Planning Commission on July 8, 2025

REQUEST: To consider a rezoning of one tract of land containing 1.06 +/- acres

PURPOSE: A request to consider recommendation to Council for a rezoning from "I-2", general industrial district, to "C-3", general commercial district.

APPLICANT: 1st Produce Inc., 2901 Beanie Dr., Jonesboro, AR 72401
OWNER: Same

LOCATION: 500 N Culberhouse Street

SITE DESCRIPTION: **Total Size:** Approx. 1.06 acres
Street Frontage: Approx. 184 feet along Culberhouse Street and approx. 206 feet along Allen Avenue

Existing Development: Personal storage

SURROUNDING CONDITIONS:

ZONE	LAND USE
North	I-2 – Wrecker service
South	I-2 – Meeting hall
East	I-2 – Vacant & ministorage
West	I-2 - Vacant

HISTORY: Building has been utilized as personal storage for over seven years.

ZONING ANALYSIS:

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

Comprehensive Plan Land Use Map:

The Current/Future Land Use Map recommends this location as a **Moderate Intensity** Growth Sector.

Moderate Intensity:

A wider mix of land uses is appropriate in the moderate intensity sectors. Control of traffic is probably the most important consideration in this sector. Additionally, good building design, use of quality construction materials, and more abundant landscaping are important considerations in what is approved, more so than the particular use. Limits on hours of operation, lighting standards, screening from residential uses, etc. may be appropriate. Consideration should be given to the appropriate locations of transit stops.

Typical Land Uses:

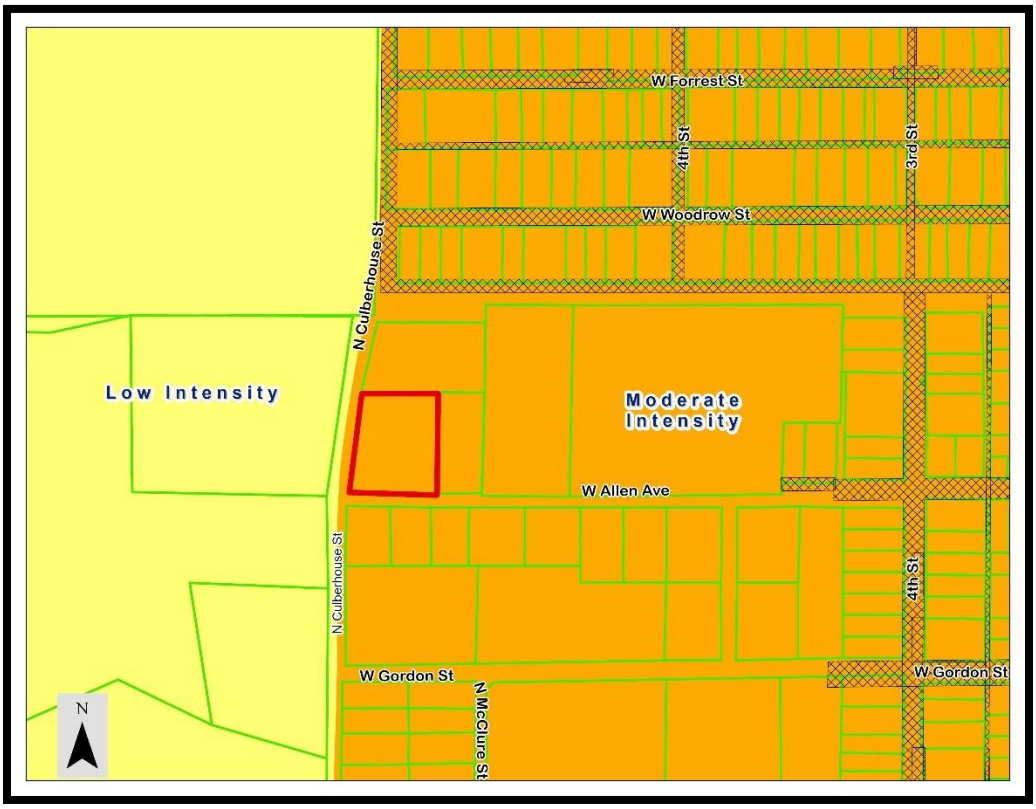
- Single Family Residential
- Attached Single Family, duplexes, triplexes and fourplexes
- Neighborhood retail, Neighborhood services
- Office parks
- Smaller medical offices
- Libraries, schools, other public facilities
- Senior living centers/nursing homes, etc.
- Community-serving retail
- Small supermarket
- Convenience store
- Bank
- Barber/beauty shop
- Farmer's Market
- Pocket Park

Density: 1/5 to 1/3 acre lots for Single Family

No more than six dwelling units per acre for Multi-Family. Multi-Family should only be allowed on collector and above streets that have been improved or scheduled to be improved in the next construction cycle of city projects unless the developer is willing to build the roads to Master Street Plan stands that serve the development.

Height: 4 stories

Traffic: Approximately 300 peak hour trips (Commercial Only)



Land Use Map



Zoning Map

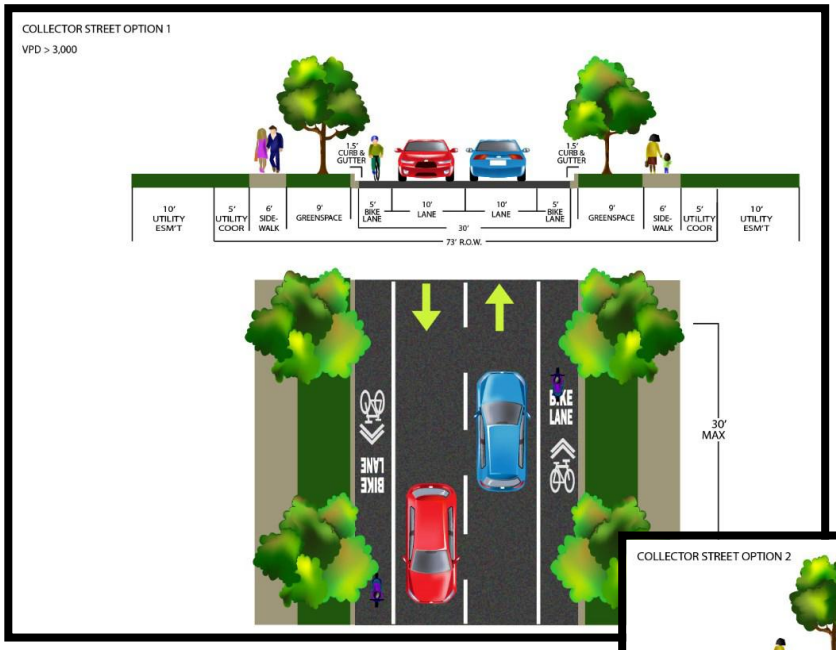
Master Street Plan/Transportation

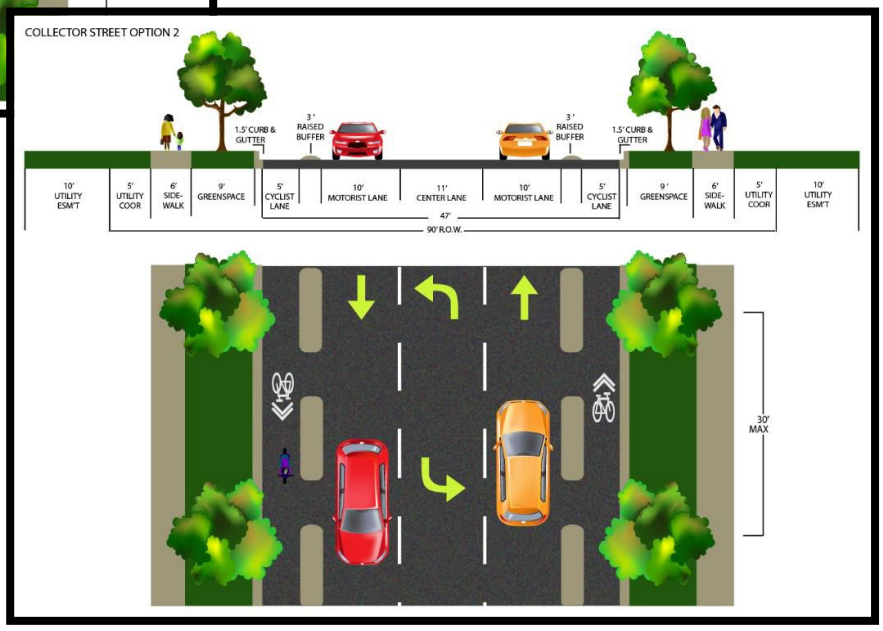
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Collectors provide for traffic movement between arterials and local streets. They carry moderate traffic volumes over moderate distances and have a higher degree of property access than arterials.

FUNCTION: A Collector Street is the traffic connection from Local Streets to Arterials, with the secondary function of providing access to adjoining property. The Collector system should not be continuous but should direct traffic to Arterials. This class of road is generally at a spacing of a quarter mile. At the time of the subdivision, the exact location and additional need for Collectors will be determined by the MAPC upon advice of the City Staff.

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

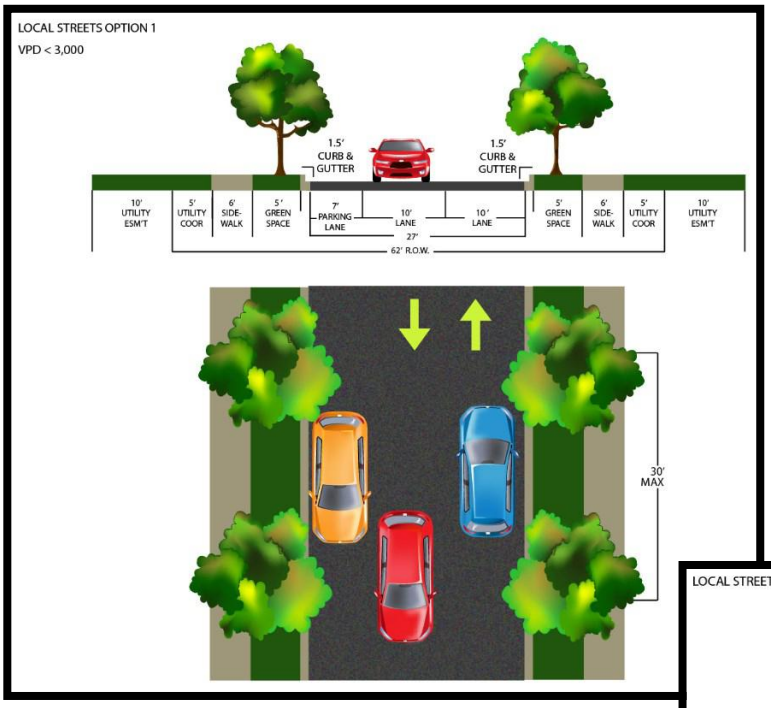


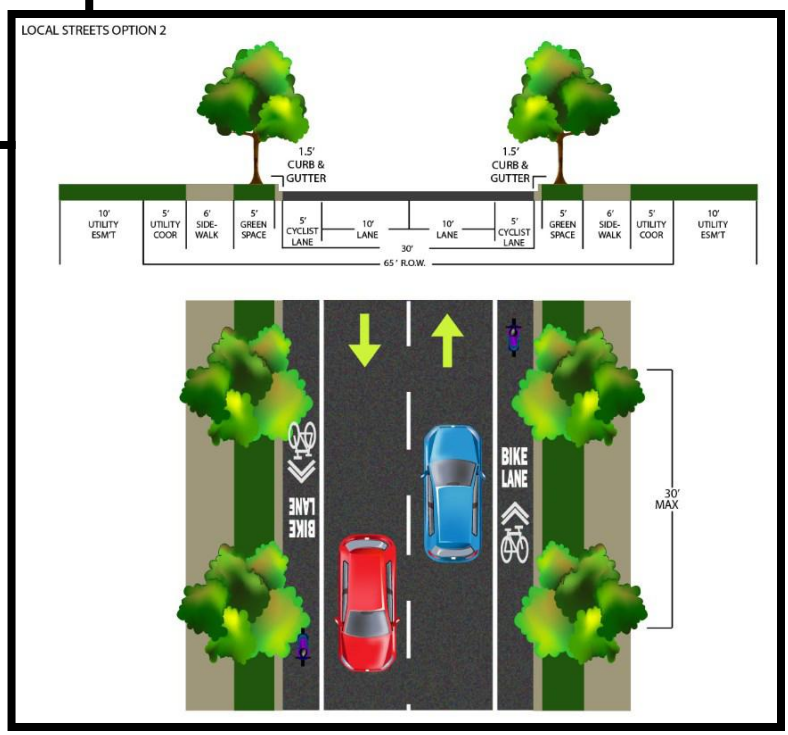


Local Streets serve the lowest traffic volumes. Low traffic volumes combined with slow travel speeds help to create a good residential setting. New developments should be reviewed to avoid creating cut-through streets that become commuter routes that generally lower quality of life for residents.

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

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





Approval Criteria- Chapter 117 - Amendments:

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

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

Staff Findings:

Applicant's Purpose

The proposed area is currently classified as "I-2", general industrial district. The applicant is applying for a rezoning to allow commercial uses at this location.

Rezoning this property is not consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*.

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

C-3, general commercial district. The purpose of this district is to provide appropriate locations for commercial and retail uses which are convenient and serve the needs of the traveling public. The district also provides locations for limited amounts of merchandise, equipment and material being offered for retail sale that are more suitable for storage and display outside the confines of an enclosed structure. Appropriate locations for this district are along heavily traveled arterial street. Development of groupings of facilities shall be encouraged, as opposed to less desirable strip commercial.

Departmental/Agency Reviews:

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

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

Conclusion:

The Planning Department Staff finds that the requested zone change submitted for the subject parcel should be evaluated based on the above observations and criteria of Case RZ 25-12; a request to rezone property "I-2", general industrial district, to "C-3", general commercial district. The following conditions are recommended:

1. The proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.

2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.

3. Any change of use shall be subject to Planning Department approval in the future.

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

****

Sample Motion:
I move that we place Case: RZ 25-12 on the floor for consideration of recommendation by MAPC to the City Council with the noted conditions, and we, the MAPC find that to rezone property from "I-2", general industrial district, to "C-3", general commercial district, will be compatible and suitable with the zoning, uses, and character of the surrounding area.

OFFICIAL RECEIPT

Receipt Date 07/10/2025 08:24 AM Receipt # 00263717
Receipt Print Date 07/10/2025 Batch # 00110.07.2025

CITY OF JONESBORO
300 S. Church St. Ste 106
PO Box 1845
JONESBORO, AR 72403-1845
870-932-3042
For Permit Inspections call 870-933-4602

Account/License/Permit/Category:	
CR	234.65
Detail:	
01-000-0150-00	
Proof of Publication- 500 N C	
ulberhouse	234.65
Total	234.65

Payment Information:

Credit Car 2794	234.65
Change	0.00

Sanjuana Garza
Customer #: 000000

,

Cashier: tmmoss
Station: TMMOSS

City of Jonesboro Metropolitan Area Planning Commission

Staff Report – RZ 25-12 500 N Culberhouse Street

300 S. Church Street/Municipal Center

For Consideration by Planning Commission on July 8, 2025

REQUEST: To consider a rezoning of one tract of land containing 1.06 +/- acres

PURPOSE: A request to consider recommendation to Council for a rezoning from "I-2", general industrial district, to "C-3", general commercial district.

APPLICANT: 1st Produce Inc., 2901 Beanie Dr., Jonesboro, AR 72401
OWNER: Same

LOCATION: 500 N Culberhouse Street

SITE DESCRIPTION: **Total Size:** Approx. 1.06 acres
Street Frontage: Approx. 184 feet along Culberhouse Street and approx. 206 feet along Allen Avenue

Existing Development: Personal storage

SURROUNDING CONDITIONS:

ZONE	LAND USE
North	I-2 – Wrecker service
South	I-2 – Meeting hall
East	I-2 – Vacant & ministorage
West	I-2 - Vacant

HISTORY: Building has been utilized as personal storage for over seven years.

ZONING ANALYSIS:

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

Comprehensive Plan Land Use Map:
The Current/Future Land Use Map recommends this location as a **Moderate Intensity** Growth Sector.

Moderate Intensity:
A wider mix of land uses is appropriate in the moderate intensity sectors. Control of traffic is probably the most important consideration in this sector. Additionally, good building design, use of quality construction materials, and more abundant landscaping are important considerations in what is approved, more so than the particular use. Limits on hours of operation, lighting standards, screening from residential uses, etc. may be appropriate. Consideration should be given to the appropriate locations of transit stops.

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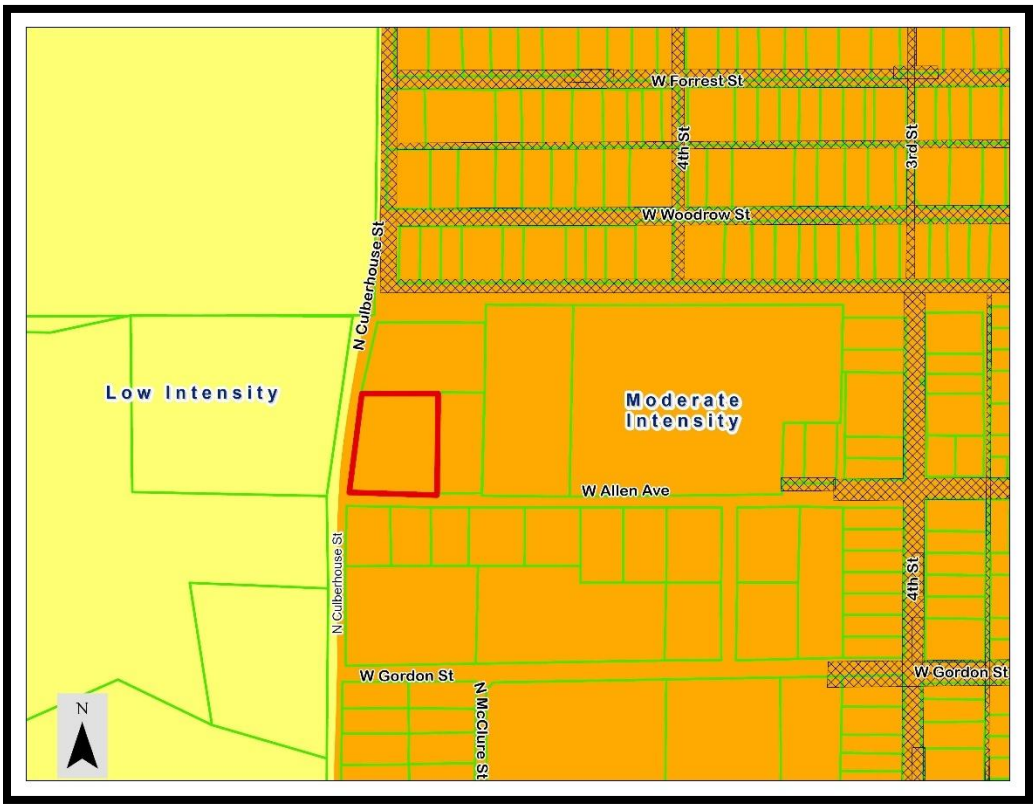
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Density: 1/5 to 1/3 acre lots for Single Family

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Height: 4 stories

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Land Use Map



Zoning Map

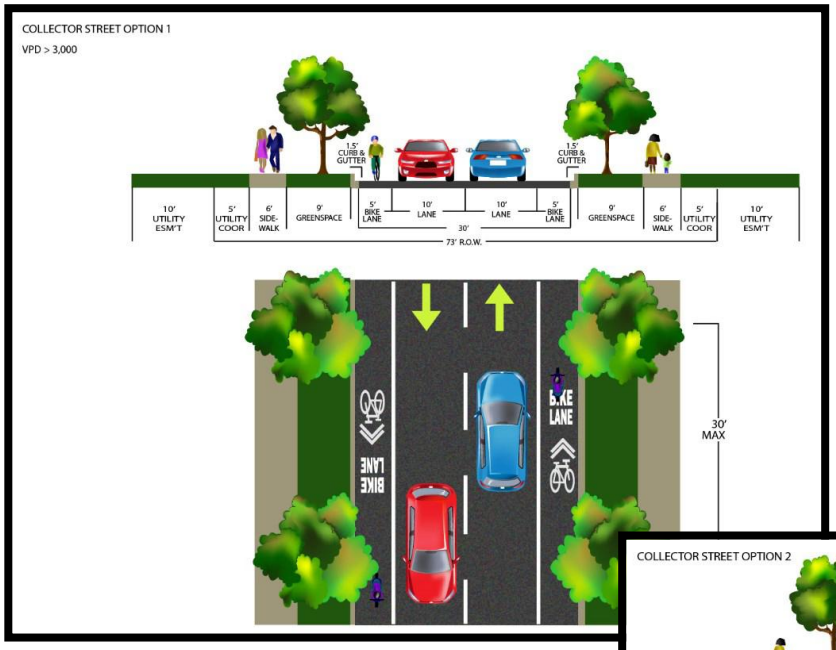
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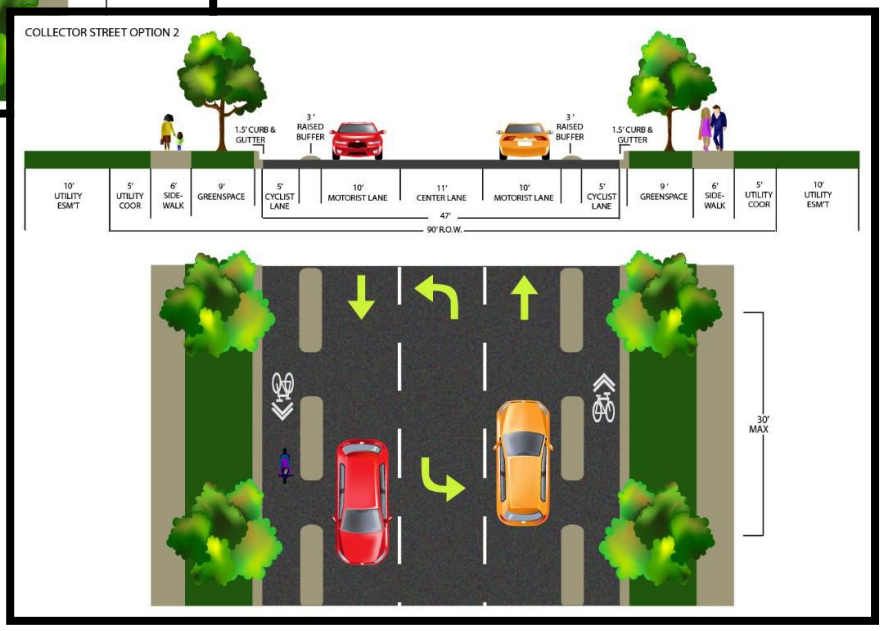
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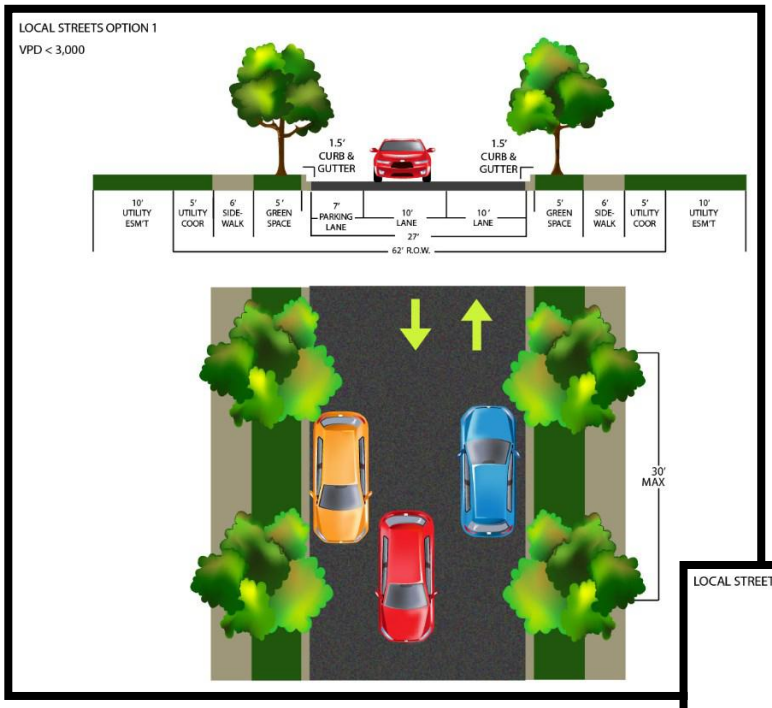


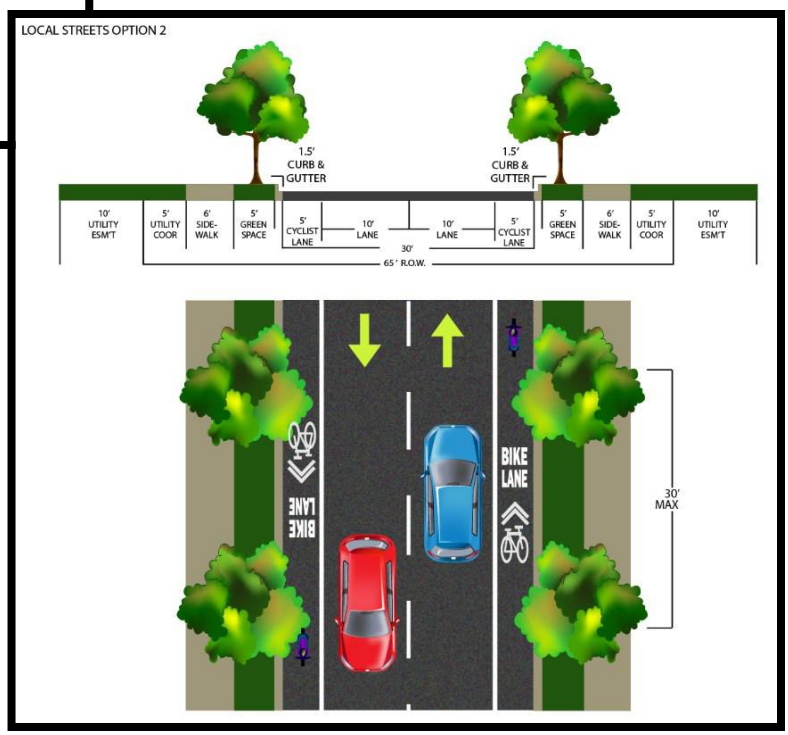


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FUNCTION: The Local Street function is to provide access to adjacent property. The movement of traffic is a secondary purpose. The use of a Local Street in a residential area by heavy trucks and buses should be minimized.

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(e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property;	With proper planning there should not be any adverse effects caused by the property.	
(f) Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, and emergency medical services	Minimal impact if rezoned.	

Staff Findings:

Applicant's Purpose

The proposed area is currently classified as "I-2", general industrial district. The applicant is applying for a rezoning to allow commercial uses at this location.

Rezoning this property is not consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*.

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

C-3, general commercial district. The purpose of this district is to provide appropriate locations for commercial and retail uses which are convenient and serve the needs of the traveling public. The district also provides locations for limited amounts of merchandise, equipment and material being offered for retail sale that are more suitable for storage and display outside the confines of an enclosed structure. Appropriate locations for this district are along heavily traveled arterial street. Development of groupings of facilities shall be encouraged, as opposed to less desirable strip commercial.

Departmental/Agency Reviews:

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Conclusion:

The Planning Department Staff finds that the requested zone change submitted for the subject parcel should be evaluated based on the above observations and criteria of Case RZ 25-12; a request to rezone property "I-2", general industrial district, to "C-3", general commercial district. The following conditions are recommended:

1. The proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.

2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.

3. Any change of use shall be subject to Planning Department approval in the future.

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

****

Sample Motion:
I move that we place Case: RZ 25-12 on the floor for consideration of recommendation by MAPC to the City Council with the noted conditions, and we, the MAPC find that to rezone property from "I-2", general industrial district, to "C-3", general commercial district, will be compatible and suitable with the zoning, uses, and character of the surrounding area.

****

MAPC RECORD OF PROCEEDINGS: PUBLIC HEARING HELD ON JULY 8, 2025

****

RZ-25-12 Rezoning: 500 North Culberhouse Street

1st Produce Inc. is seeking a rezoning for 1.06 acres located at 500 N Culberhouse Street. The current zoning is I-2, general industrial district and the requested zoning is C-3, general Commercial district.

Lonnie Roberts (Chair): Do we have the proponent here for this item? If you would come up here and introduce yourself.

Dustin White (Proponent): Dustin White.

Lonnie Roberts: Yes sir.

Dustin White: I don't have anything to add unless there's any specific questions that you guys have or.

Lonnie Roberts: Okay, City Planner, do you have staff comments on this?

Derrel Smith (City Planner): Yes, sir. We do, we reviewed it and we would recommend approval with the following three conditions that the proposed site shall follow all requirements of the city engineer, all requirements of the current stormwater drainage design manual, and floodplain regulations regarding any new construction. A final site plan, subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department prior to any redevelopment of the property. Any change of use shall be subject to the Planning Department approval in the future.

Lonnie Roberts: Okay and with this rezoning request, is there anyone here to give public input or ask questions? If not, then I'll open up for commissioner comments or questions for the applicant or the city staff.

COMMISSION ACTION:
Mr. Jimmy Cooper made a motion to approve Case RZ: 25-12, as submitted, to the City Council with the stipulations that were read by the Planning Department:
1. The proposed site shall satisfy all requirements of the city engineer, all requirements of the current storm water drainage design manual, and floodplain regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted to, reviewed, and approved by the planning department, prior to any redevelopment of the property.
3. Any change of use shall be subject to planning department approval in the future.
The motion was seconded by Dennis Zolper.

Roll Call Vote:
Aye: 5 – Dennis Zolper, Jeff Steiling, Jim Little, Jimmy Cooper, Kevin Bailey
Nay: 0
****

Text File

File Number: ORD-25:018

Agenda Date: **Version:** 1 **Status:** Third Reading

In Control: Public Safety Council Committee **File Type:** Ordinance

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

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO ARKANSAS TO MAKE THE FOLLOWING CHANGES AS RECOMMENDED BY THE TRAFFIC CONTROL COMMITTEE:

Establish No Parking on Southern Ridge Blvd, Jaxon Drive, Southern Creek Lane, and Southern Branch Drive all in the Southern Hills Subdivision

Establish Stop sign on Knotty Pine at Gladiolus Drive

Establish Stop sign on Knotty Pine at Pike Road

Establish Stop sign on Gratitude Trail at Elmhurst Drive

Establish Speed limit on Knotty Pine at 25 MPH

Establish Speed limit on Elmhurst at 25 MPH

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 C-4 TO RS-7 FOR PROPERTY LOCATED AT 200 SARTIN LANE AS REQUESTED BY DAT NGUYEN

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

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

FROM: **COMMERCIAL C-4**
TO: **RESIDENTIAL RS-7**

THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:
A PART OF THE NORTHEAST QUARTER OF SOUTHEAST QUARTER IN SECTION 36, TOWNSHIP 14 NORTH, RANGE 3 EAST, CRAIGHEAD COUNTY, JONESBORO, ARKANSAS; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PART OF LOT 1 SARTIN MINOR PLAT; AS RECORDED IN PLAT CABINET "C", PAGE 187 IN THE RECORDS OF CRAIGHEAD COUNTY, ARKANSAS; MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, SAID POINT OF BEGINNING; THENCE NORTH 00°08'21" WEST, 136.95 FEET TO THE POINT OF BEGINNING PROPER; THENCE NORTH 00°08'21" WEST, 358.05 FEET, THENCE NORTH 89°00'50" EAST, 209.92 FEET; THENCE
SOUTH 00°08'17" EAST, 361.26 FEET; THENCE SOUTH 89°53'24" WEST, 209.89 FEET TO THE POINT OF BEGINNING PROPER;

CONTAINING SOME (75489.28 SQ. FT.) 1.73 ACRES, MORE OR LESS, BEING SUBJECT TO A 60 FEET EASEMENT ALONG THE NORTH AND EAST SIDE THEREOF, AND A 10 FEET UTILITY EASEMENT ON THE WEST SIDE THEREOF

AND SUBJECT TO AS 100 FEET UTILITY EASEMENT 50 FEET EACH SIDE OF AN EXISTING POWER LINE ON THE NORTH SIDE AS SHOWN HEREON, AND SUBJECT TO ALL RIGHT OF WAY, EASEMENTS, RESTRICTIONS, AND EXCEPTIONS OF RECORD. ALSO A 30 FEET WIDE INGRESS/ EGRESS EASEMENT 15 FEET EACH SIDE OF THE EXISTING CENTERLINE OF SARTIN LANE, MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGIN AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER IN SECTION 36, TOWNSHIP 14 NORTH, RANGE 3 EAST, THENCE NORTH 00°08’21” WEST 136.95 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 89°53’24”
EAST, 209.89 FEET; THENCE NORTH 00°08’17” WEST 81.40 FEET TO A POINT ON THE CENTERLINE (EXISTING OR FUTURE) OF SAID SARTIN LANE, THE POINT OF BEGINNING; THENCE NORTH 86°02’39” EAST, 1077.80, TO THE WESTERLY RIGHT OF WAY LINE OF CULBERHOUSE ROAD.

SECTION 2: THE REZONING OF THIS PROPERTY SHALL ADHERE TO THE FOLLOWING STIPULATIONS:

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

Application for a Zoning Ordinance Map Amendment

METROPOLITAN AREA
PLANNING COMMISSION
Jonesboro, Arkansas

Meeting Date: 6/24/25 Date Received: 5/27/25
Meeting Deadline: 5/29/25 Case Number: RZ-25-10

LOCATION:

Site Address: 200 SARTIN LN, JONESBORO AR 72404

Side of Street: _____ between _____ and _____

Quarter: _____ Section: _____ Township: _____ Range: _____

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

SITE INFORMATION:

Existing Zoning: C-4 Proposed Zoning: RESIDENTIAL (RS-7)

Size of site (square feet and acres): 5200 Street frontage (feet): _____

Existing Use of the Site: RESIDENTIAL HOME

Character and adequacy of adjoining streets: NEW STREET IS CONSTRUCTING

Does public water serve the site? No PLANNING TO CONNECT PUBLIC WATER

If not, how would water service be provided? ~~PRIVATE WELL~~

Does public sanitary sewer serve the site? NO BUT PLANNING TO CONNECT

If not, how would sewer service be provided? _____

Use of adjoining properties:

North VACANT COMMERCIAL

South RESIDENTIAL

East VACANT COMMERCIAL

West VACANT RESIDENTIAL

Physical characteristics of the site: PREVIOUSLY USED AS RESIDENTIAL

Characteristics of the neighborhood: MIXED OF COMMERCIAL AND RESIDENTIAL

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

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

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

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

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

(4). What would be the density or intensity of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)?

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

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

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

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

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

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

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

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

(13). How do neighbors feel about the proposed rezoning? Please attach minutes of the neighborhood meeting held to discuss the proposed rezoning or notes from individual discussions. *If the proposal has not been discussed with neighbors, please attach a statement explaining the reason. Failure to consult with neighbors may result in delay in hearing the application.*

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

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

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

Name: Dat Nguyen
Address: 6225 Marshall Dr
City, State: Jonesboro, AR ZIP 72404
Telephone: 832 526 2395
Facsimile: _____
Signature: Dat

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

Name: _____
Address: _____
City, State: _____ ZIP _____
Telephone: _____
Facsimile: _____
Signature: _____

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

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

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, 1st Floor, Jonesboro, Arkansas, on:

TUESDAY, June 24 **, 20** 25 **AT 5:30 PM**

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

REZONING REQUESTED BY: DAT NGUYEN
DATE: 05/19/2025
SUBJECT PROPERTY ADDRESS: 200 Sartin LN, Jonesboro, AR, 72404
DESCRIPTION OF REZONING REQUESTED:
Rezoning From C-4 To RS-7

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

DAT NGUYEN
Printed Name of Property Adjacent Owner

Dal 05/19/2025
(Signature) Date

200 Sartin LN Jonesboro AR, 72404
Address

832 526 2395
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.

9589 0710 5270 0141 3927 33

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

For delivery information, visit our website at *www.usps.com®*.
Jonesboro, AR 72401

Certified Mail Fee	$4.85
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$0.00
☐ Return Receipt (electronic)	$0.00
☐ Certified Mail Restricted Delivery	$0.00
☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.73
Total Postage and Fees	$5.58

Postmark Here
MAY 21 2025
05/21/2025

Sent To: Southern hills real Estate ccc
Street and Apt. No., or PO Box No.:
City, State, ZIP+4®:

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

9589 0710 5270 0141 3927 40

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☐ Return Receipt (electronic)	$0.00
☐ Certified Mail Restricted Delivery	$0.00
☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.73
Total Postage and Fees	$5.58

Postmark Here
MAY 21 2025
05/21/2025

Sent To: NIX Christian Elaine
Street and Apt. No., or PO Box No.:
City, State, ZIP+4®:

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

9589 0710 5270 0141 3928 01

U.S. Postal Service™
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Jonesboro, AR 72403

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Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$0.00
☐ Return Receipt (electronic)	$0.00
☐ Certified Mail Restricted Delivery	$0.00
☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.73
Total Postage and Fees	$5.58

Postmark Here
MAY 21 2025
05/21/2025

Sent To: AR Management Grop
Street and Apt. No., or PO Box No.:
City, State, ZIP+4®:

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

9589 0710 5270 0141 3927 26

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☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.73
Total Postage and Fees	$5.58

Postmark Here
MAY 21 2025
05/21/2025

Sent To: Futrell Christopher & Kyla
Street and Apt. No., or PO Box No.:
City, State, ZIP+4®:

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

9589 0710 5270 0141 3927 64

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☐ Adult Signature Restricted Delivery	$
Postage	$0.73
Total Postage and Fees	$5.58

Postmark Here
MAY 21 2025
05/21/2025

Sent To: Hamilton George
Street and Apt. No., or PO Box No.:
City, State, ZIP+4®:

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

9589 0710 5270 0141 3927 57

U.S. Postal Service™
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Certified Mail Fee	$4.85
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$0.00
☐ Return Receipt (electronic)	$0.00
☐ Certified Mail Restricted Delivery	$0.00
☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.73
Total Postage and Fees	$5.58

Postmark Here
MAY 21 2025
05/21/2025

Sent To: Hooten Teddy
Street and Apt. No., or PO Box No.:
City, State, ZIP+4®:

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

AR MANAGEMENT GROUP LLC
PO BOX 17285
JONESBORO AR 72403-6723

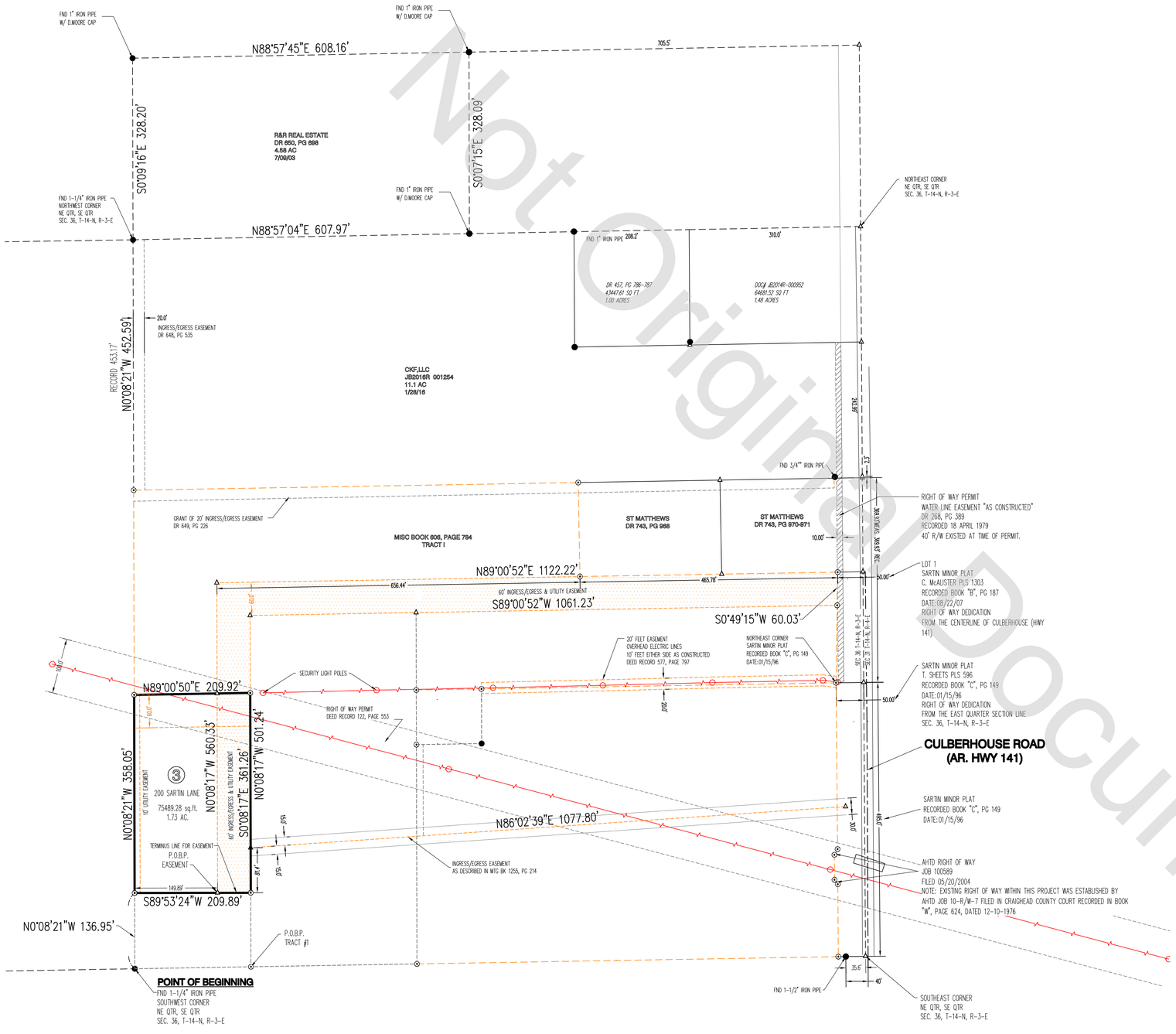
FUTRELL CHRISTOPHER & KYLA
2429 EVIE LN
JONESBORO AR 72404-6010

SOUTHERN HILLS REAL ESTATE LLC
2505 SOUTHWEST SQUARE
JONESBORO AR 72401

Nix Christian Elaine
3719 PILGRIM CIR
Jonesboro AR 72404-9412

HOOTON TEDDY R II & DENA
3718 PILGRIM CIR
JONESBORO AR 72404-9412

Hamilton George E
5308 Harrisburg Rd
Jonesboro AR 72404-8630



Not Original Document

LEGEND:

- FOUND MONUMENT (AS NOTED)
- SET 5/8" REBAR WITH YELLOW PLASTIC CAP STAMPED "J.W.HARLAN, P.S. 1538"
- UTILITY POLE
- OVERHEAD ELECTRIC LINE
- FENCELINE

N

BASIS OF BEARING: ARKANSAS STATE PLANE GRID NORTH ZONE (0301)

CERTIFICATE OF SURVEY:

THIS IS TO CERTIFY THAT FISHER & ARNOLD, INC., PROFESSIONAL LAND SURVEYORS, HAVE SURVEYED THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER IN SECTION 36, TOWNSHIP 14 NORTH, RANGE 3 EAST, CRAIGHEAD COUNTY, JONESBORO, ARKANSAS; MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEING A PART OF LOT 1 SARTIN MINOR PLAT; AS RECORDED IN PLAT CABINET "C", PAGE 187 IN THE RECORDS OF CRAIGHEAD COUNTY, ARKANSAS; MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, SAID POINT OF BEGINNING; THENCE NORTH 00°08'21" WEST, 136.95 FEET TO THE POINT OF BEGINNING PROPER; THENCE NORTH 00°08'21" WEST, 358.05 FEET, THENCE NORTH 89°00'50" EAST, 209.92 FEET; THENCE SOUTH 00°08'17" EAST, 361.26 FEET; THENCE SOUTH 89°53'24" WEST, 209.89 FEET TO THE POINT OF BEGINNING PROPER;

CONTAINING SOME (75489.28 SQ. FT.) 1.73 ACRES, MORE OR LESS, BEING SUBJECT TO A 60 FEET EASEMENT ALONG THE NORTH AND EAST SIDE THEREOF, AND A 10 FEET UTILITY EASEMENT ON THE WEST SIDE THEREOF AND SUBJECT TO AS 100 FEET UTILITY EASEMENT 50 FEET EACH SIDE OF AN EXISTING POWER LINE ON THE NORTH SIDE AS SHOWN HEREON, AND SUBJECT TO ALL RIGHT OF WAY, EASEMENTS, RESTRICTIONS, AND EXCEPTIONS OF RECORD. ALSO A 30 FEET WIDE INGRESS/EGRESS EASEMENT 15 FEET EACH SIDE OF THE EXISTING CENTERLINE OF SARTIN LANE, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER IN SECTION 36, TOWNSHIP 14 NORTH, RANGE 3 EAST, THENCE NORTH 00°08'21" WEST 136.95 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 89°53'24" EAST, 209.89 FEET; THENCE NORTH 00°08'17" WEST 81.40 FEET TO A POINT ON THE CENTERLINE (EXISTING OR FUTURE) OF SAID SARTIN LANE, THE POINT OF BEGINNING; THENCE NORTH 86°02'39" EAST, 1077.80, TO THE WESTERLY RIGHT OF WAY LINE OF CULBERHOUSE ROAD.

INGRESS/EGRESS, UTILITY EASEMENT DESCRIPTION

THIS IS TO CERTIFY THAT FISHER & ARNOLD, INC., PROFESSIONAL LAND SURVEYORS, HAVE SURVEYED THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER IN SECTION 36, TOWNSHIP 14 NORTH, RANGE 3 EAST, CRAIGHEAD COUNTY, JONESBORO, ARKANSAS; MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, SAID POINT OF BEGINNING; THENCE NORTH 00°08'21" WEST, 136.95 FEET; THENCE NORTH 89°53'24" EAST, 149.89 FEET TO THE POINT OF BEGINNING PROPER,
THENCE NORTH 00°08'17" WEST, 560.33 FEET; THENCE NORTH 89°00'52" EAST, 1122.22 FEET TO THE EAST LINE OF LOT 1 SARTIN MINOR PLAT, RECORDED IN PLAT CABINET "C", PAGE 187; THENCE SOUTH 00°49'15" WEST, 60.03 FEET; THENCE SOUTH 89°00'52" WEST, 1061.23 FEET; THENCE SOUTH 00°08'17" EAST, 501.24 FEET; THENCE SOUTH 89°53'24" WEST, 60.00 FEET TO THE POINT OF BEGINNING PROPER;

BEING SUBJECT TO ALL RIGHT OF WAY, EASEMENTS, RESTRICTIONS, AND EXCEPTIONS OF RECORD.

SURVEYOR'S NOTES:

1. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD OR ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.
2. BASIS OF BEARINGS: ARKANSAS STATE PLANE, NORTH ZONE (0301)
3. THE FOLLOWING DOCUMENTS WERE USED IN THE CONSTRUCTION OF THIS SURVEY:
   - AHTD JOB 100589
   - AHTD JOB 10-R/W-7
   - LOT 1 SARTIN MINOR PLAT, SURVEY RECORD "C", PAGE 187, PLS 1303
   - SARTIN MINOR PLAT, SURVEY RECORD "B", PAGE 149, PLS 596
   - WARRANTY DEED BOOK 606, PAGES 561-564; PAGES 783-787
   - CORPORATE ASSIGNMENT OF MORTGAGE JB2016R-006936, MTG BK 1255, PG 214
4. CALL 811 BEFORE YOU DIG!
5. FIELD NOTES ARE RECORDED IN GPS SURVEY REPORT JB10345.
6. FIELD WORK WAS COMPLETED ON 04/22/2017.

201706055230

100 0 100 200
GRAPHIC SCALE 1"=100'

PLAT OF SURVEY

FISHER ARNOLD
ENGINEERING INTEGRATION
1801 Latourette Drive | Jonesboro, Arkansas 72404
870.932.2019 | Fax: 870.932.1076 | www.fisherarnold.com

PLAT OF SURVEY

R & R REAL ESTATE INVESTMENTS, LLC
SECTION 36, TOWNSHIP 14 NORTH, RANGE 3 EAST
JONESBORO, ARKANSAS

REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF ARKANSAS
NO. 1538
SIGNATURE
JEFF WAYNE HARLAN
seal

JEFF WAYNE HARLAN – LAND SURVEYOR
ARKANSAS #1538

CERTIFICATE OF AUTHORIZATION
FISHER & ARNOLD INC.
No. 248
ARKANSAS
coa

FISHER & ARNOLD, INC.
ARKANSAS – 248

CLIENT:
R & R R. E. INVESTMENTS, LLC

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REVISIONS

DATE	BY	DESCRIPTION

PROJECT NO.	JB10345-200 Sartin
DRAWN BY	JWH
CHECKED BY	TGB
SHEET	1 OF 1
SCALE	1"=100'
DATE	04/22/2017
DRAWING NO.	55-92

500-14N-03E-0-36-210-16-1538

ELECTRONIC RECORDING
2024R-016878
CERTIFICATE OF RECORD
JONESBORO DISTRICT
CRAIGHEAD COUNTY, ARKANSAS
DAVID VAUGHN, CLERK & RECORDER
09/23/2024 01:50:54 PM
RECORDING FEE: 30.00
PAGES: 4

Commitment Number: 230391764
Seller's Loan Number: 0016345415

After Recording Return To:
Dat Phat Nguyen
6225 Merrell Drive
Jonesboro AR 72401

This instrument prepared by: Billy J. Williams, Esq., 8940 Main Street, Clarence, NY 14031, 866-333-3081.

PROPERTY APPRAISAL (TAX/APN) PARCEL IDENTIFICATION NUMBER
01-143364-06801

SPECIAL WARRANTY DEED

TOWD POINT MORTGAGE TRUST 2015-4, U.S. BANK NATIONAL ASSOCIATION AS INDENTURE TRUSTEE, whose mailing address is **3217 S. Decker Lake Dr., Salt Lake City, UT 84119**, hereinafter grantor, for $146,000.00 (One Hundred Forty Six Thousand Dollars and Zero Cents) in consideration paid, the sufficiency of which is hereby acknowledged, grants, bargain, sells and conveys with covenants of special warranty to **Dat Phat Nguyen**, hereinafter grantee, whose tax mailing address is **6225 Merrell Drive Jonesboro AR 72401**, the following real property:

PART OF LOT 1 OF SARTIN MINOR PLAT TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, AS RECORDED IN PLAT CABINET "B" PAGE 149 AT JONESBORO, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 14 NORTH, RANGE 3 EAST, THENCE NORTH 00° 15' 30" EAST 136.95 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 36 TO THE POINT OF BEGINNING; CONTINUE THENCE NORTH 00° 15' 30" EAST 358.01 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 36 TO A POINT; THENCE NORTH 89° 17' 49" EAST 209.92 FEET TO A POINT; THENCE SOUTH 00° 15' 30" WEST 361.26 FEET TO A POINT; THENCE NORTH 89° 49' 01" WEST 209.89 FEET TO THE POINT OF BEGINNING, CONTAINING SOME 1.73 ACRES, MORE OR LESS, SUBJECT TO A 60 FOOT INGRESS/EGRESS EASEMENT ON THE NORTH AND EAST SIDES THEREOF, AND SUBJECT TO A 10 FOOT UTILITY EASEMENT ON

THE WEST SIDE THEREOF AND SUBJECT TO A 100 FOOT UTILITY EASEMENT 50 FEET EACH SIDE OF AN EXISTING POWER LINE ON THE NORTH SIDE AS SHOWN HEREON, AND SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD. ALSO A 30 FOOT WIDE INGRESS/EGRESS EASEMENT 15 FEET EACH SIDE OF THE EXISTING CENTERLINE OF SARTIN LANE, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 14 NORTH, RANGE 3 EAST, THENCE NORTH 00° 15' 30" EAST 136.95 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 36 TO A POINT; THENCE SOUTH 89° 49' 01" EAST 209.89 FEET TO A POINT; THENCE NORTH 00° 15' 30" EAST 81.40 FEET TO A POINT ON THE CENTERLINE (EXISTING OR FUTURE) OF SAID SARTIN LANE, THE POINT OF BEGINNING; THENCE NORTH 86° 26' 30" EAST 1077.80 FEET ALONG THE CENTERLINE (EXISTING OR FUTURE) OF SAID SARTIN LANE TO THE WESTERLY RIGHT OF WAY OF ARKANSAS HIGHWAY 141 (CULBERHOUSE ROAD).

MORE COMMONLY KNOWN AS: 200 SARTIN LN, JONESBORO, AR 72404-9401

PROPERTY ADDRESS IS: 200 SARTIN LN, JONESBORO, AR 72404-9401

Prior instrument reference: **2023R-013964**

Seller makes no representations or warranties, of any kind or nature whatsoever, other than those set out above, whether expressed, implied, implied by law, or otherwise, concerning the condition of the title of the property.

The real property described above is conveyed subject to the following: All easements, covenants, conditions and restrictions of record; All legal highways; Zoning, building and other laws, ordinances and regulations; Real estate taxes and assessments not yet due and payable; Rights of tenants in possession.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title interest, lien equity and claim whatsoever of the said grantor, either in law or equity, to the only proper use, benefit and behalf of the grantee forever.

Grantor will warrant and defend against all lawful claims of all persons claiming by, through or under grantor, and no others.

Executed by the undersigned on Sep 10, 2024:

TOWD POINT MORTGAGE TRUST 2015-4, U.S. BANK NATIONAL ASSOCIATION AS INDENTURE TRUSTEE, By Select Portfolio Servicing, Inc., as Attorney in Fact

By: _____ SEP 10 2024

Name: Terry Boren

Its: Document Control Officer

STATE OF Utah
COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me on Sept. 10, 2024. Before me, Diane Harward, a Notary Public of said State and County aforesaid, personally appeared Terry Boren Its Document Control Officer on behalf of **Select Portfolio Servicing, Inc., as Attorney in Fact for TOWD POINT MORTGAGE TRUST 2015-4, U.S. BANK NATIONAL ASSOCIATION AS INDENTURE TRUSTEE** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself or herself to be Document Control Officer of Select Portfolio Servicing, Inc. its Attorney In Fact, and that he or she executed the foregoing instrument for the purposes contained herein by personally signing the above described instrument.

Notary Public

DIANE HARWARD
Notary Public State of Utah
My Commission Expires on:
November 11, 2027
Comm. Number: 733977

STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
MISCELLANEOUS TAX SECTION
P.O. BOX 896, LITTLE ROCK, AR 72203-0896

Real Estate Transfer Tax Stamp

Proof of Tax Paid

File Number: 31-75380-MH

Grantee: DAT PHAT NGUYEN
Mailing Address: 6225 MERRELL DR
JONESBORO AR 724047681

Grantor: TOWD POINT MORTGAGE TRUST 2015-4, U.S. BANK NATIONAL ASSOCIATION AS INDENTURE TRUSTEE
Mailing Address: 3217 DECKER LAKE DR
SALT LAKE CITY UT 841193284

Property Purchase Price: $146,000.00
Tax Amount: $481.80

County: CRAIGHEAD
Date Issued: 09/23/2024
Stamp ID: 2044983296

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): Haley Carson c/o Pro Land Title Company

Grantee or Agent Name (signature): Haley Carson Date: 09/23/24

Address: 1025 Ferguson Drive

City/State/Zip: Benton, AR 72015

REZONING INFORMATION:

1. How was the property zoned when the current owner purchased it?
- It was C-4.
2. What is the purpose of the proposed rezoning? Why is the rezoning necessary?
- The purpose of the proposed rezoning is a family home.
3. If rezoned, how would the property be developed and used?
- We will use the existing building and remodel the structure to use for the family home.
4. What would be the density or intensity of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)?
- Single-family home.
5. Is the proposed rezoning consistent with the Jonesboro Comprehensive Plan and the Future Land Use Plan?
- Yes.
6. How would the proposed rezoning be the public interest and benefit the community?
- The proposed rezoning will provide a home for the family.
7. How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area?
- Already existing mixed residential areas in this area.
8. Are there substantial reasons why the property cannot be used in accordance with existing zoning?
- Can't have home and commercial zoning.
9. How would the proposed rezoning affect nearby property, including impact on property value, traffic, drainage, visual appearance, odor, noise, light, vibration, hours of use or operation and any restriction to the normal and customary use of the affected property.
- No effect.
10. How long has the property remained vacant?
- Not vacant.
11. What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services?
- No impact.
12. If the rezoning is approved, when would development or redevelopment begin?
- If the rezoning is approved, the development will begin as soon as possible.
13. How do neighbors feel about the proposed rezoning? Please attach minutes of the neighborhood meeting held to discuss the proposed rezoning or notes from

individual discussions. *If the proposal has not been discussed with neighbors, please attach a statement explaining the reason. Failure to consult with neighbors may result in a delay in hearing the application.*

- No need for the neighborhood meeting

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

- N/A


REZONING REQUESTED
FOR THIS
PROPERTY
Public Hearings to be held
2nd & 4th Tuesday of Each Month
Municipal Center
300 S. CHURCH ST.
1st Floor
CALL 870-932-0406
FOR FURTHER INFORMATION
CITY OF JONESBORO


REZONING REQUESTED
FOR THIS
PROPERTY
Public Hearings to be held
2nd & 4th Tuesday of Each Month
Municipal Center
300 S. CHURCH ST.
1st Floor
CALL 870-932-0406
FOR FURTHER INFORMATION
CITY OF JONESBORO

City of Jonesboro Metropolitan Area Planning Commission

Staff Report – RZ 25-10, 200 Sartin Lane

300 S. Church Street/Municipal Center

For Consideration by Planning Commission on June 24, 2025

REQUEST: To consider a rezoning of one tract of land containing 1.73 +/- acres

PURPOSE: A request to consider recommendation to Council for a rezoning from "C-4", neighborhood commercial district, to "RS-7", single-family residential district.

APPLICANT: Dat Nguyen, 6225 Merrell Dr., Jonesboro, AR 72404
OWNER: Same

LOCATION: 200 Sartin Lane

SITE DESCRIPTION: **Total Size:** Approx. 1.73 acres
Street Frontage: No public street frontage at this time. There is an access easement to the proposed Jaxson Ln extension to the north of the subject property.

Existing Development: House

SURROUNDING CONDITIONS:

ZONE	LAND USE
North	C-3 LUO & C-4 LUO – Vacant
South	C-4 – Vacant
East	C-4 – Commercial
West	C-3 LUO & R-1 – Vacant

HISTORY: Previously used as residential.

ZONING ANALYSIS:

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

Comprehensive Plan Land Use Map:

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

High Intensity:

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

Typical Land Uses:

- Regional Shopping Centers
- Automotive Dealerships
- Outdoor Display Retail
- Fast Food Restaurants
- Multi-family
- Service Stations
- Commercial and Office
- Call Centers
- Research and Development
- Medical
- Banks
- Big Box Commercial
- Hotel

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

Height: 150 feet

Traffic: This will be located along arterial streets with high traffic volume.



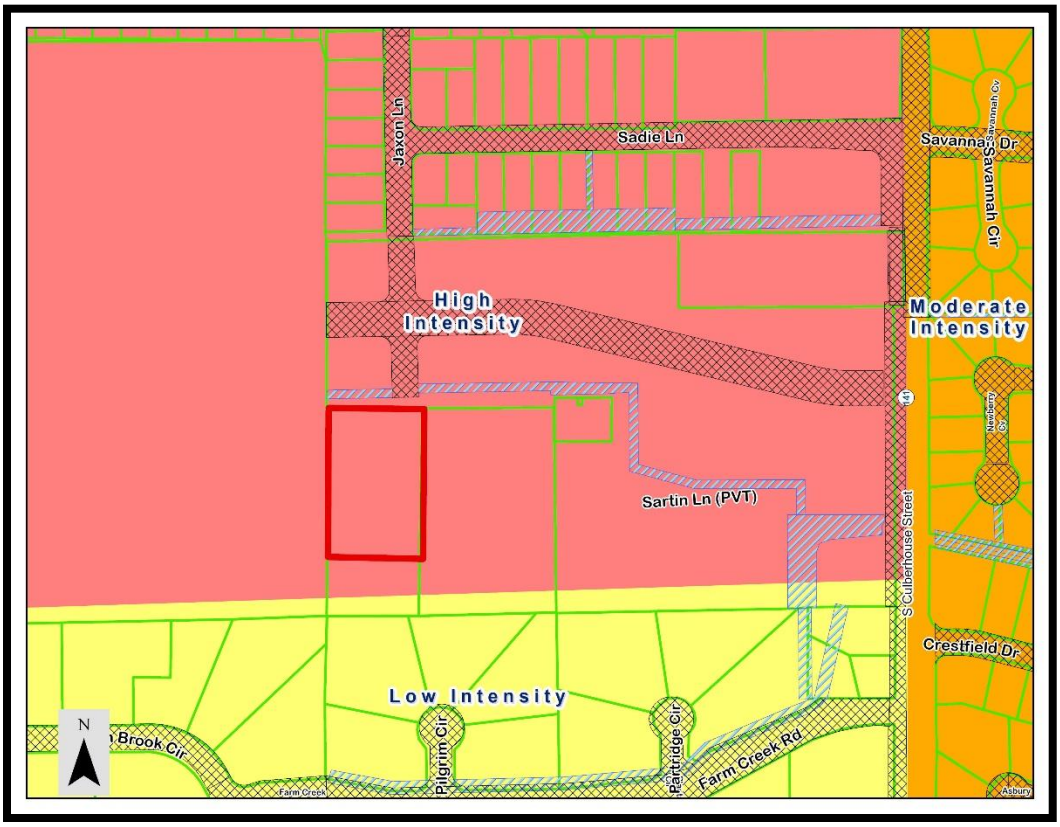
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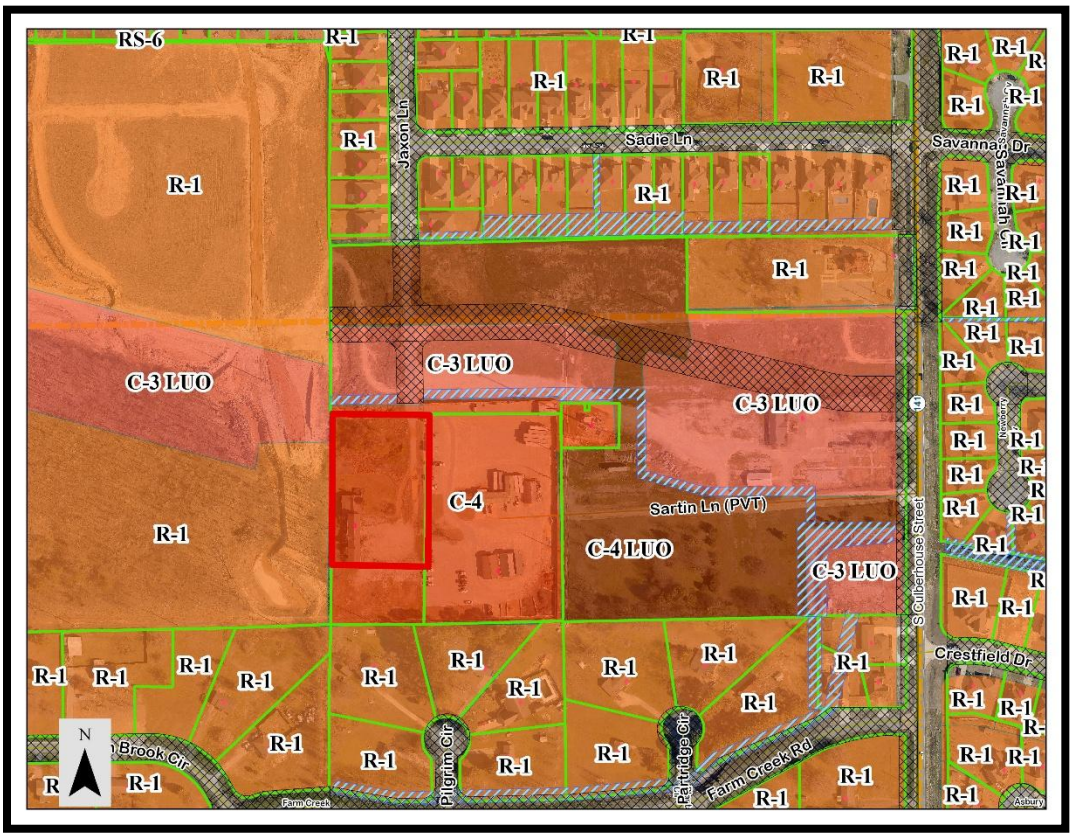
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Fig. 21: Moderate High Type- Retail/Office



Land Use Map



Zoning Map

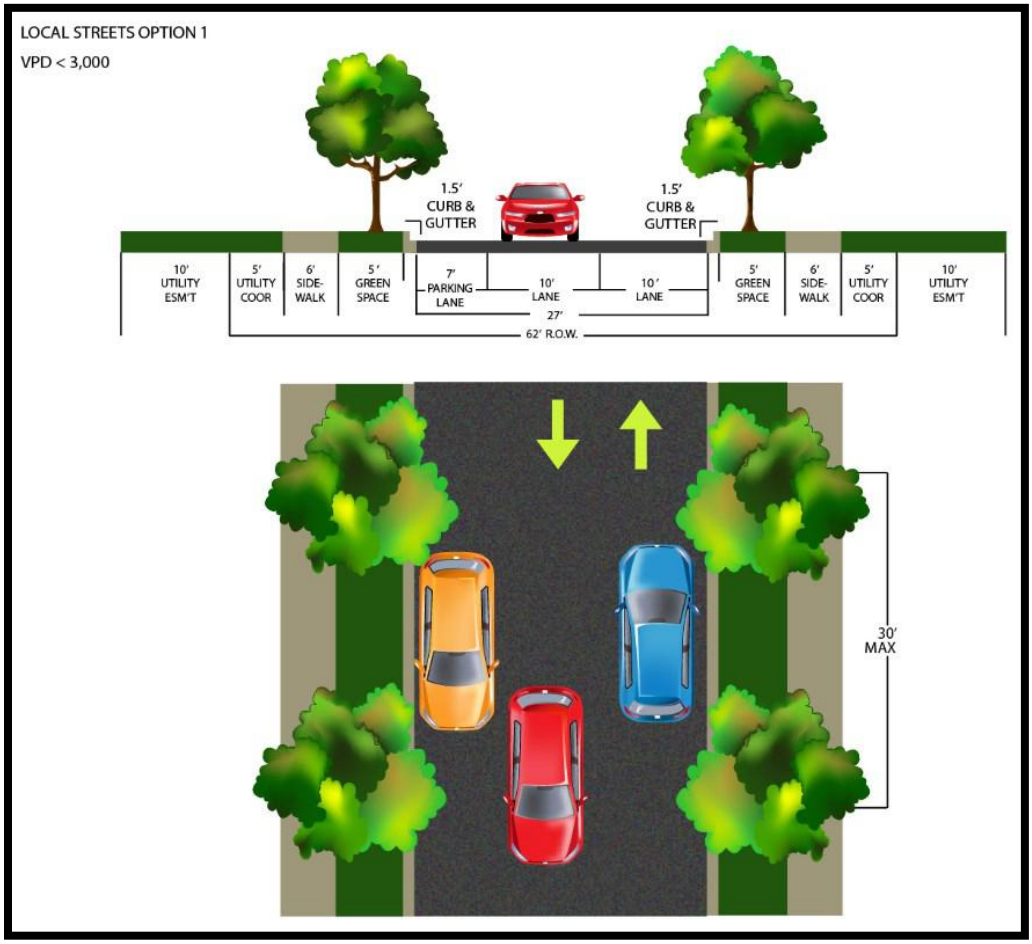
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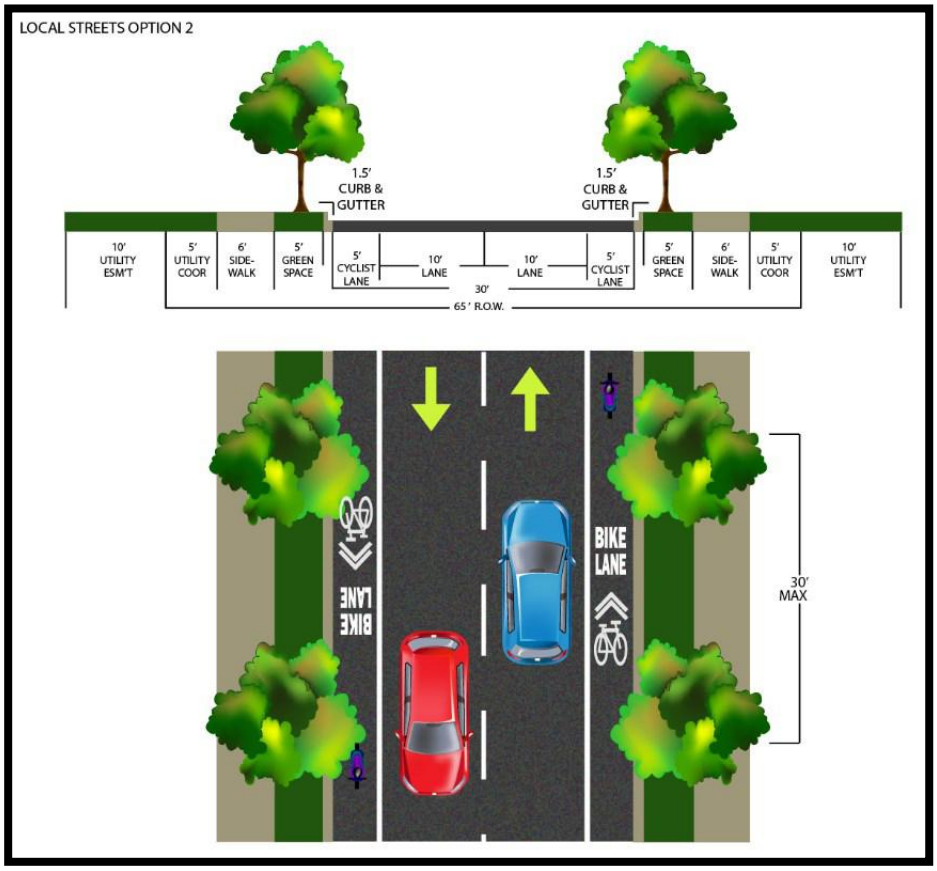
The subject property will be served by Jaxon Drive. The Master Street Plan classifies this road as a Local Street.

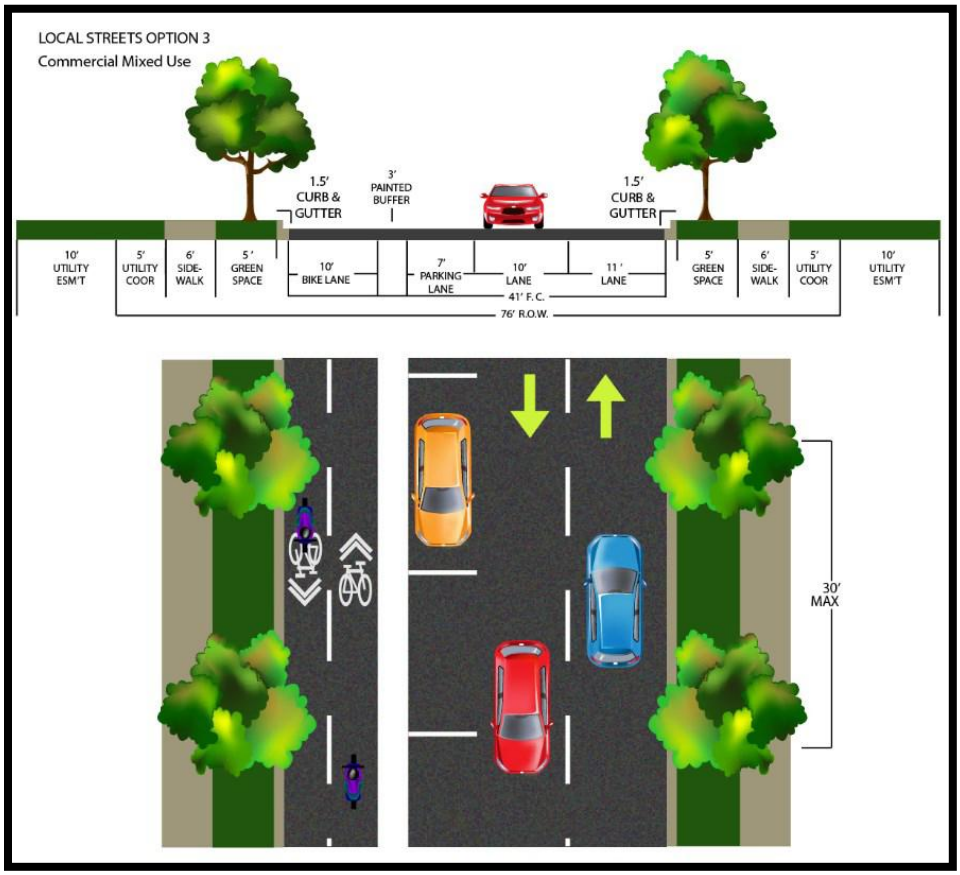
Local Streets serve the lowest traffic volumes. Low traffic volumes combined with slow travel speeds help to create a good residential setting. New developments should be reviewed to avoid creating cut-through streets that become commuter routes that generally lower quality of life for residents.

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

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




LOCAL STREETS OPTION 2
1.5' CURB & GUTTER
1.5' CURB & GUTTER
10' UTILITY ESM'T
5' UTILITY COOR
6' SIDE-WALK
5' GREEN SPACE
5' CYCLIST LANE
10' LANE
10' LANE
5' CYCLIST LANE
5' GREEN SPACE
6' SIDE-WALK
5' UTILITY COOR
10' UTILITY ESM'T
30'
65' R.O.W.
BIKE LANE
BIKE LANE
30' MAX


LOCAL STREETS OPTION 3
Commercial Mixed Use
1.5' CURB & GUTTER
3' PAINTED BUFFER
1.5' CURB & GUTTER
10' UTILITY ESM'T
5' UTILITY COOR
6' SIDE-WALK
5' GREEN SPACE
10' BIKE LANE
7' PARKING LANE
10' LANE
11' LANE
5' GREEN SPACE
6' SIDE-WALK
5' UTILITY COOR
10' UTILITY ESM'T
41' F.C.
76' R.O.W.
30' MAX

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
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map	The proposed district rezoning is not consistent with the Adopted Land Use Plan. Residential single-family zones are not included in the high intensity growth sector.	
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	The proposal will achieve consistency with the purpose of Chapter 117, with compliance of all District standards.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	Compatibility is achieved with this rezoning considering the surrounding area includes residential zoning.	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;	Without the proposed zoning map amendment, this property cannot be utilized or improved as a single-family house.	
(e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property;	With proper planning there should not be any adverse effects caused by the property.	
(f) Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, and emergency medical services	Minimal impact if rezoned considering this is an existing residential structure.	

Staff Findings:

Applicant's Purpose

The proposed area is currently classified as "C-4", neighborhood commercial district. The applicant is applying for a rezoning to allow use and improvement of the existing house at this location.

Rezoning this property is not consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*.

Chapter 117 of the City Code of Ordinances/Zoning defines RS-7 as follows:

RS-7—Single-family residential district; minimum 6,222 sq. ft. lot required.

Departmental/Agency Reviews:

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

Department/Agency	Reports/ Comments	Status
Engineering	No issues were reported	
Streets/Sanitation	No issues were reported	
Police	No issues were reported	
Fire Department	No issues were reported	
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Jets	No issues were reported	
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Code Enforcement	No issues were reported	

Conclusion:

The Planning Department Staff finds that the requested zone change submitted for the subject parcel should be evaluated based on the above observations and criteria of Case RZ 25-10; a request to rezone property "C-4", neighborhood commercial district, to "RS-7", single-family residential district. The following conditions are recommended:

1. The proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.

2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.

3. Any change of use shall be subject to Planning Department approval in the future.

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

****

Sample Motion:
I move that we place Case: RZ 25-10 on the floor for consideration of recommendation by MAPC to the City Council with the noted conditions, and we, the MAPC find that to rezone property from "C-4", neighborhood commercial district, to "RS-7", single-family residential district, will be compatible and suitable with the zoning, uses, and character of the surrounding area.

City of Jonesboro Metropolitan Area Planning Commission

Staff Report – RZ 25-10, 200 Sartin Lane

300 S. Church Street/Municipal Center

For Consideration by Planning Commission on June 24, 2025

REQUEST: To consider a rezoning of one tract of land containing 1.73 +/- acres

PURPOSE: A request to consider recommendation to Council for a rezoning from "C-4", neighborhood commercial district, to "RS-7", single-family residential district.

APPLICANT: Dat Nguyen, 6225 Merrell Dr., Jonesboro, AR 72404
OWNER: Same

LOCATION: 200 Sartin Lane

SITE DESCRIPTION: **Total Size:** Approx. 1.73 acres
Street Frontage: No public street frontage at this time. There is an access easement to the proposed Jaxson Ln extension to the north of the subject property.

Existing Development: House

SURROUNDING CONDITIONS:

ZONE	LAND USE
North	C-3 LUO & C-4 LUO – Vacant
South	C-4 – Vacant
East	C-4 – Commercial
West	C-3 LUO & R-1 – Vacant

HISTORY: Previously used as residential.

ZONING ANALYSIS:

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

Comprehensive Plan Land Use Map:

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

High Intensity:

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

Typical Land Uses:

- Regional Shopping Centers
- Automotive Dealerships
- Outdoor Display Retail
- Fast Food Restaurants
- Multi-family
- Service Stations
- Commercial and Office
- Call Centers
- Research and Development
- Medical
- Banks
- Big Box Commercial
- Hotel

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

Height: 150 feet

Traffic: This will be located along arterial streets with high traffic volume.



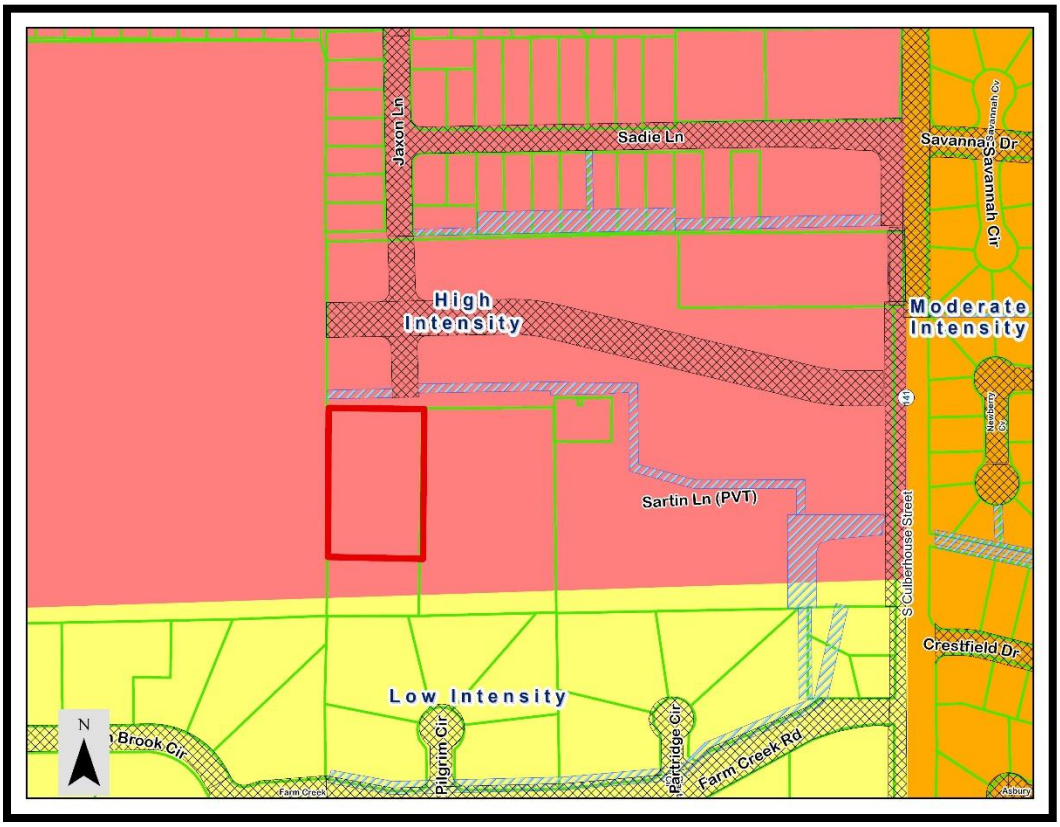
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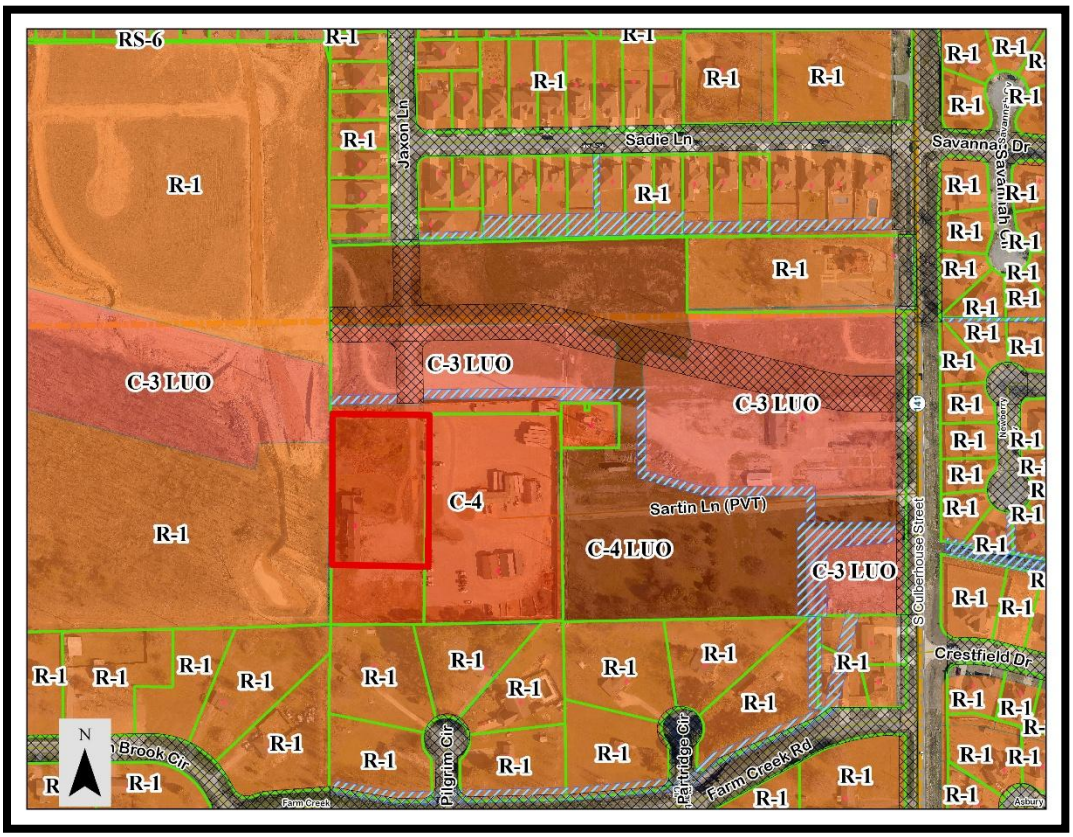
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Zoning Map

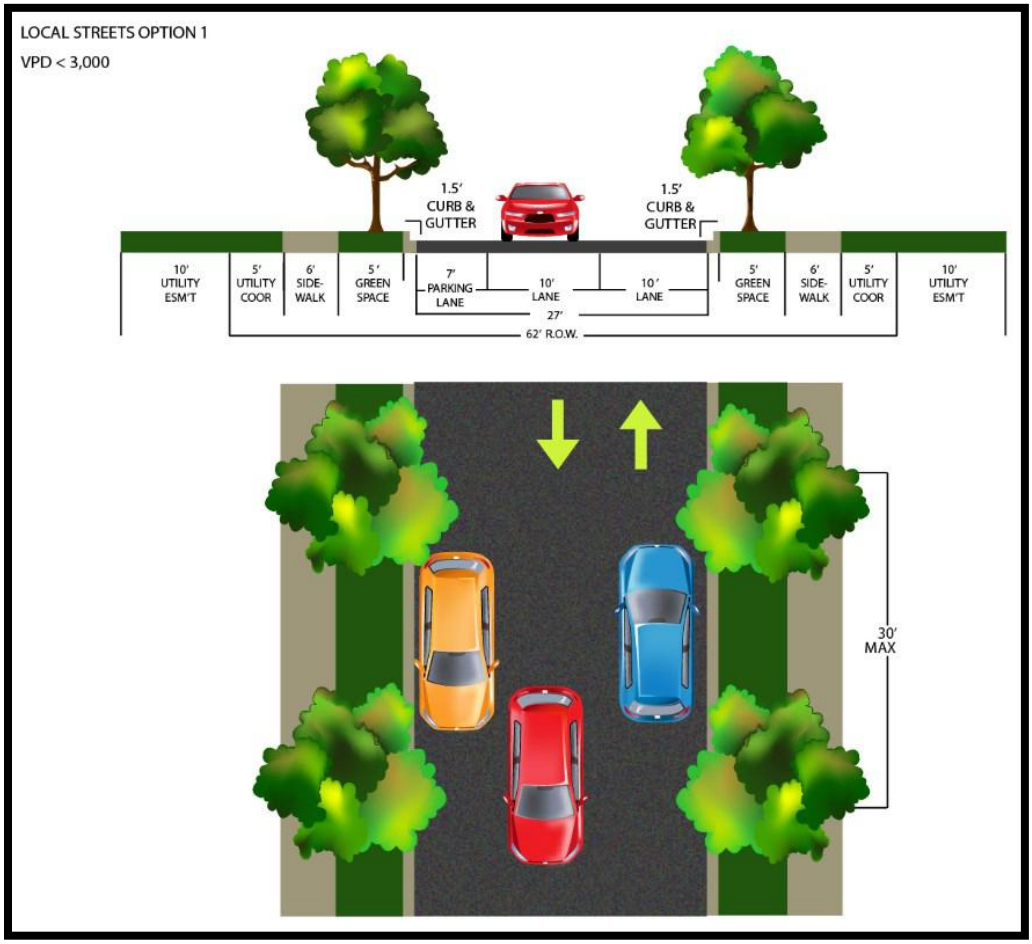
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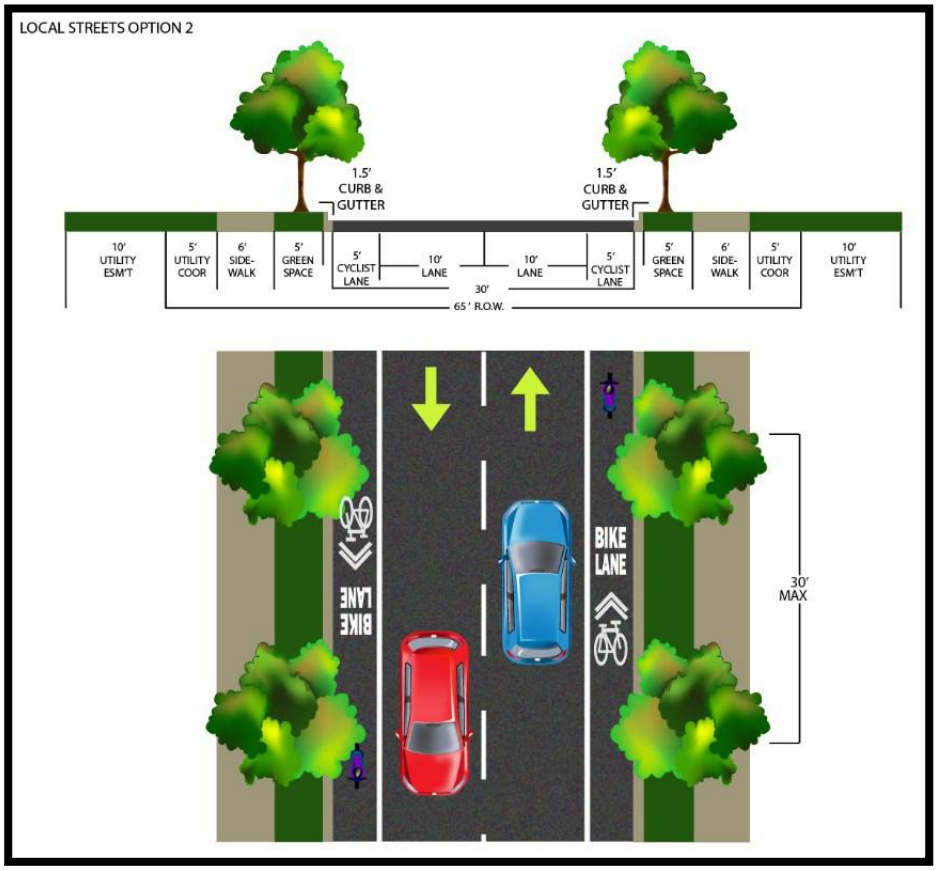
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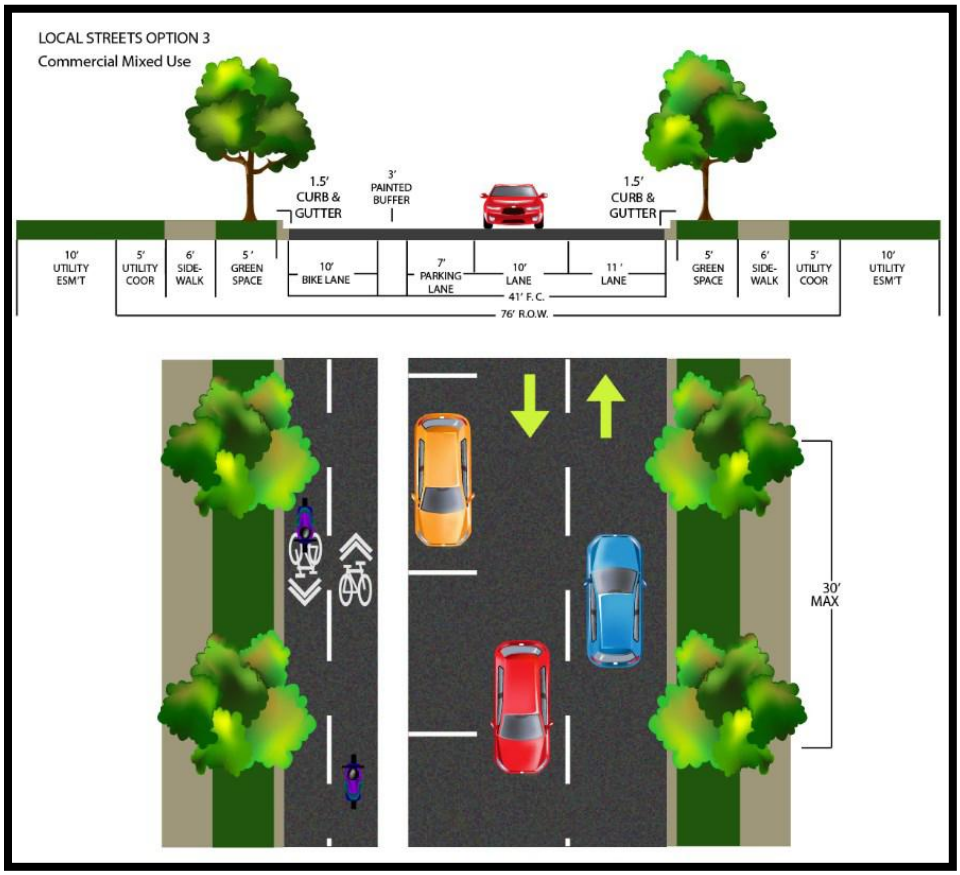
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Respectfully Submitted for Planning Commission Consideration,
The Planning and Zoning Department

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Sample Motion:
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****

MAPC RECORD OF PROCEEDINGS: PUBLIC HEARING HELD ON JUNE 24, 2025

****

RZ-25-10 Rezoning: 200 Sartin Lane

Dat Nguyen is seeking a rezoning for 1.73 acres located at 200 Sartin Lane. The current zoning is C-4, neighborhood commercial and the requested zoning is RS-7, single family residential district.

Lonnie Roberts (Chair): Do I have the proponent for this item? If you would please state your name for the record.

Dat Nguyen (Proponent): Yes sir, Dat Nguyen.

Lonnie Roberts: And is there anything you would like to add to it before we proceed?

Dat Nyguyen: No.

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

Derrel Smith (City Planner): Yes sir, we do. We have reviewed it, this is an existing residence but it was in a C-4 zone. So, they bought the residence and we're trying to make additions and since it was a non-conforming use, they had to bring it into to a residential zone.

Lonnie Roberts: So, it's already being used for residential?

Derrel Smith: Yes, and we would recommend approval of this with the following stipulations, that the proposed site shall follow all requirements of the city engineer, all requirements of the current stormwater drainage design manual, and floodplain regulations regarding any new construction. A final site plan, subject to all ordinance requirements shall be submitted, reviewed, and approved by the planning department prior to any redevelopment of the property. Any change of use shall be subject to the planning department approval in the future.

Lonnie Roberts: Okay with this being a rezoning, is anyone here to give public input about the rezoning? Any questions or comments? Okay, I'll open up for commissioners questions for comments?

COMMISSION ACTION:
Mr. Dennis Zolper made a motion to approve Case RZ: 25-10, as submitted, to the City Council with the stipulations that were read by the Planning Department:
1. The proposed site shall satisfy all requirements of the city engineer, all requirements of the current storm water drainage design manual, and floodplain regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted to, reviewed, and approved by the planning department, prior to any redevelopment of the property.
3. Any change of use shall be subject to planning department approval in the future.
The motion was seconded by Paul Ford.

Roll Call Vote:
Aye: 7 – Dennis Zolper, Jimmy Cooper, Monroe Pointer, Jeff Steiling, Kevin Bailey, Paul Ford, & Jim Little

Nay: 0
****

OFFICIAL RECEIPT

Receipt Date 06/25/2025 03:53 PM
Receipt Print Date 06/25/2025

Receipt # 00263316
Batch # 00125.06.2025

CITY OF JONESBORO
300 S. Church St. Ste 106
PO Box 1845
JONESBORO, AR 72403-1845
870-932-3042
For Permit Inspections call 870-933-4602

Account/License/Permit/Category:	
CR	317.20
Detail:	
01-000-0150-00	
Rezoning Request - 200 Sartin	
Ln / Proof of Publication	317.20
Total	317.20
Payment Information:	
Credit Car 5313	317.20
Change	0.00

Lam Nguyen
Customer #: 000000

,

Cashier: TJGeror
Station: TJGEROR

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 AG-1 TO RS-7 FOR PROPERTY LOCATED AT KATHLEEN STREET

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

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

FROM: **AG-1, AGRICULTURAL DISTRICT**
TO: **RS-7- SINGLE FAMILY RESIDENTIAL DISTRICT**

THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

PART OF NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 00°31'49" WEST, 238.69 FEET TO THE POINT OF BEGINNING PROPER; THENCE CONTINUE SOUTH 00°31'49" WEST, 727.82 FEET; THENCE SOUTH 89°09'18" WEST, 1046.30 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF KATHLEEN STREET; THENCE NORTH 33°30'29" EAST, ALONG SAID RIGHT-OF-WAY LINE, 1033.34 FEET; THENCE SOUTH 56°29'32" EAST, LEAVING SAID RIGHT-OF-WAY LINE, 222.12 FEET; THENCE NORTH 89°11'04" EAST, 297.28 FEET THE POINT OF BEGINNING PROPER, CONTAINING 13.86 ACRES (603,646 SQ. FT.), MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

SECTION II: THE REZONING OF THIS PROPERTY SHALL ADHERE TO THE FOLLOWING STIPULATIONS:

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

SECTION III: THE CITY CLERK IS HEREBY DIRECTED TO AMEND THE OFFICIAL ZONING DISTRICT BOUNDARY MAP OF THE CITY OF JONESBORO, ARKANSAS, INSOFAR AS IT RELATES TO THE LANDS DESCRIBED HEREINABOVE SO THAT THE ZONING CLASSIFICATION OF SAID LANDS SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THIS ORDINANCE.

Application for a Zoning Ordinance Map Amendment

METROPOLITAN AREA
PLANNING COMMISSION
Jonesboro, Arkansas

Date Received: _____

Case Number: _____

LOCATION:

Site Address: Kathleen Street PARCEL #: 01-144232-00110

Side of Street: EAST between HIGHLAND DR and PACIFIC ROAD

Quarter: NE Section: 23 Township: 14N Range: 4E

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

SITE INFORMATION:

Existing Zoning: AG Proposed Zoning: RS-7

Size of site (square feet and acres): 13.86 +/- ac.(603.741 S.F.) Street frontage (feet): 1034 ft

Existing Use of the Site: vacant

Character and adequacy of adjoining streets: Adjoining streets operate at an acceptable level of service.

Does public water serve the site? Yes — Offsite water extension will improve water accessibility

If not, how would water service be provided? _____

Does public sanitary sewer serve the site? yes

If not, how would sewer service be provided? Sanitary Sewer extension will service proposed lots

Use of adjoining properties:

North: R-1; residential subdvision

South: AG; currently farmland

East: R-1; single family residential home/ farmland

West: I-2:

Physical characteristics of the site: the project site is relatively flat and open; currently farmland

Characteristics of the neighborhood: Neighborhood possesses potential for growth with a new residential subdivision on the north and Dr MLK Jr Dr improvements on the east.

Applications will not be considered complete until all items have been supplied. Incomplete applications will not be placed on the Metropolitan Area Planning Commission agenda and will be returned to the applicant. The deadline for submittal of an application is the 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.

OWNERSHIP INFORMATION:

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

Owner of Record:

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

Name: Phillips Family Investments LLC

Address: 3406 Stadium Blvd.

City, State: Jonesboro, AR ZIP 72404

Telephone: 870-926-8757

Facsimile:

Signature:

Applicant:

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

Fisher Arnold

Name: Garrett Dunnam

Address: 404 Creath Ave

City, State: Jonesboro ZIP 72401

Telephone: 870-932-2019

Facsimile:

Signature:

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

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

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee $4.85
Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $4.10
- Return Receipt (electronic) $0.00
- Certified Mail Restricted Delivery $0.00
- Adult Signature Required $0.00
- Adult Signature Restricted Delivery $

Postage $0.73
Total Postage and Fees $9.68

Postmark Here
MAY 29 2025
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0405
15
05/29/2025

Sent To TDC LLC
Street and Apt. No., or PO Box No. 212 SHADY LANE
City, State, ZIP+4® BONO AR 72416

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 1290 0001 0371 7400

U.S. Postal Service™
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For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee $4.85
Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $4.10
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- Certified Mail Restricted Delivery $0.00
- Adult Signature Required $0.00
- Adult Signature Restricted Delivery $

Postage $0.73
Total Postage and Fees $9.68

Postmark Here
MAY 29 2025
JONESBORO, AR 72401
0405
15
05/29/2025

Sent To STADLER, LOUIS J JR. & SR.
Street and Apt. No., or PO Box No. 5300 PACIFIC ROAD
City, State, ZIP+4® JONESBORO AR 72401

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 1290 0001 0371 7394

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OFFICIAL USE

Certified Mail Fee $4.85
Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $4.10
- Return Receipt (electronic) $0.00
- Certified Mail Restricted Delivery $0.00
- Adult Signature Required $0.00
- Adult Signature Restricted Delivery $

Postage $0.73
Total Postage and Fees $9.68

Postmark Here
MAY 29 2025
JONESBORO, AR 72401
0405
15
05/29/2025

Sent To SNYDER, WILLIAM & REBEKAH
Street and Apt. No., or PO Box No. 5305 PACIFIC RD
City, State, ZIP+4® JONESBORO AR 72401

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 1290 0001 0371 7417

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee $4.85
Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $4.10
- Return Receipt (electronic) $0.00
- Certified Mail Restricted Delivery $0.00
- Adult Signature Required $0.00
- Adult Signature Restricted Delivery $

Postage $0.73
Total Postage and Fees $9.68

Postmark Here
MAY 29 2025
JONESBORO, AR 72401
0405
15
05/29/2025

Sent To BROWN, ZACHARY
Street and Apt. No., or PO Box No. 5303 PACIFIC RD
City, State, ZIP+4® JONESBORO AR 72401

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 1290 0001 0371 7424

FISHER ARNOLD

ENGINEERS | ARCHITECTS | CONSULTANTS | PLANNERS

May 27, 2025

Mr. Derrel Smith
Director of Planning and Zoning
City of Jonesboro
300 S. Church Street
Jonesboro, AR 72401

RE: REQUEST FOR REZONING: FROM AG TO RS-7
PARCEL # 01-144232-00110
JONESBORO, ARKANSAS

Dear Mr. Smith:

On behalf of Phillips Family Investments LLC, we are pleased to submit this rezoning request. The subject property is located at the corner of Pacific Road and Kathleen Street. The property is currently zoned AG and contains 14.85 +/- acres. The proposed rezoning request is for 13.86 acres, which is a portion of the respective parcel in question. Based on Section 117-138, Agricultural Zoning is to guide the conversion of rural lands to suburban use and to protect appropriate areas for development until they are well served by public facilities and services. Please accept our application to rezone based on the guidelines outlined in the Jonesboro Code of Ordinances.

Please see below the necessary information offering justification and explanation for the proposed rezoning as requested on the rezoning application. The explanations are numbered respective to the questions on the rezoning application.

1. The property was zoned AG at the time the current owner purchased it.

2. The purpose of the rezoning is as allow for residential development consistent with the surrounding area. The minimum lot size requirements for AG are not conducive for the intended lot size of the development.

3. The property will be developed into residential subdivision.

4. If the rezone is approved, RS-7 would allow 7 Lots per acre with a minimum lot size of 6,222s.f. The proposed development would provide 44 residential lots, 60'x130' average lot size.

5. Yes, the Land Use Plan depicts this area of land to be allocated for moderate intensity use. Based on the description of moderate intensity from the Land Use Plan, this development does comply.

404 Creath Avenue
Jonesboro, AR 72401
870.932.2019
Toll Free: 1.888.583.9724

www.fisherarnold.com

6. A rezone from AG to RS-7 would provide the opportunity for new single family detached housing in a growth area.

7. The surrounding area possesses mixed developments from single family to multi-family dwellings. Thus, this would maintain that growth by accommodating a single family, detached housing development.

8. The existing zoning does not allow for lot sizes conducive to the proposed development.

9. A successful rezone of this property would not create any change in the normal and customary use of "nearby property".

10. The current use has been farmland.

11. If the property were to be rezoned, the impact on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services would not be of any measurable burden different than the surrounding developments.

12. The development will begin in 2025

13. A neighborhood meeting has not been held at this time.

14. This application is not for a Limited Use Overlay.

If there are any further questions or concerns, please do not hesitate to contact me.

Sincerely

Garrett Dunnam P.E.
Civil Engineer
FISHER ARNOLD
404 Creath Avenue | Jonesboro, AR 72401

FISHER ARNOLD

ENGINEERS | ARCHITECTS | CONSULTANTS | PLANNERS

May 28, 2025

RE: REQUEST FOR REZONING: FROM AG TO RS-7
PROPERTY LOCATION: KATHLEEN STREET
PARCEL #: 01-144232-00110
JONESBORO, ARKANSAS

Dear Neighbor:

In regards to the rezoning for the respective property, please see below a detailed explanation outlining the rezoning request.

PUBLIC HEARING DATE: JUNE 24, 2025

On behalf of the owner of the respective property, we would like to inform you of a rezoning request in your community. The subject property is located on Kathleen Street, approximately 100 linear feet south of the intersection of Kathleen Street and Pacific Road. The property is currently zoned Agricultural, AG and contains 13.86 +/- acres that are needing to be rezoned for the respective development. Based on Section 117-138 of the Jonesboro Code of Ordinances, Agricultural Zoning is to guide the conversion of rural lands to suburban use and to protect appropriate areas for development until they are well served by public facilities and services.

If the amendment to the zoning map request is approved, the RS-7 zoning will allow for the development of a single family, detached housing community. The average lot size will be 60ft x 130ft.

Please see attached, herein enclosed, the rezoning plat that was submitted to the City of Jonesboro Planning department and the City of Jonesboro Rezoning Property Owner Notification for more information.

If there are any further questions or concerns, please do not hesitate to contact me at 870.932.2019

Sincerely

Garrett Dunnam P.E.

404 Creath Avenue
Jonesboro, AR 72401
870.932.2019
Toll Free: 1.888.583.9724

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, 1st Floor, Jonesboro, Arkansas, on:

TUESDAY, 24 ,2025 AT 5:30 PM

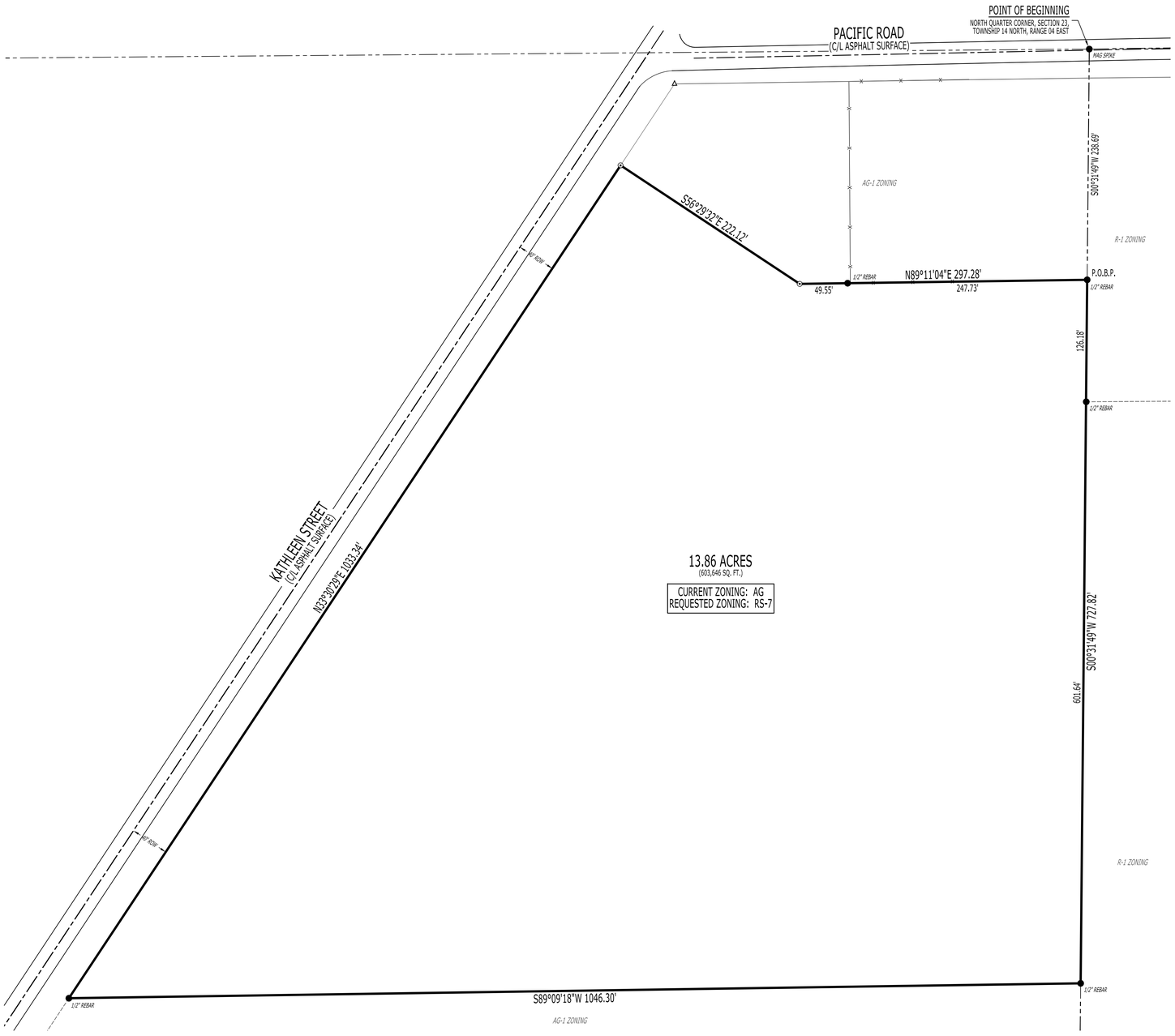
One item on the agenda for this meeting is a request to the Commission to approve a Rezoning to the zoning ordinance concerning property that is within 200 feet of your property. You have the opportunity to attend this meeting to voice your approval or disapproval if you wish. If you have information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

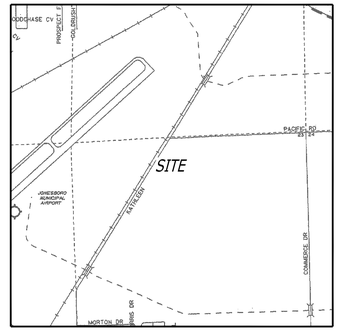
REZONING REQUESTED BY: FISHER ARNOLD
DATE: JUNE 24, 2025
SUBJECT PROPERTY ADDRESS: KATHLEEN STREET PARCEL: 01-144232-00110
DESCRIPTION OF REZONING REQUESTED: Request for rezone from AG to RS-7 to allow Detached, Single Family lots with lot dimensions approximately 60ft x 130ft.

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

Printed Name of Property Adjacent Owner	(Signature)	Date
Address	Phone	

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





VICINITY MAP
(N.T.S)

LEGEND:

- ● FOUND MONUMENT (AS NOTED)
- ⊙ SET 5/8" REBAR W/ BLUE PLASTIC CAP STAMPED "J. BEARD P.S. 1691" (OR AS NOTED)
- △ COMPUTED POINT (NOT MONUMENTED)
- ━ BOUNDARY LINE

ZONING NOTES:

1. CURRENT ZONING CLASSIFICATION:
   - AG, AGRICULTURAL DISTRICT.
2. AG, BUILDING SETBACKS AND RESTRICTIONS:
   - STREET SETBACK - 30'
   - SIDE SETBACK - 10'
   - REAR SETBACK - 30'
   - MAXIMUM LOT COVERAGE - 35%
   - MAXIMUM HEIGHT LIMITATION - 45'
   - MINIMUM LOT WIDTH - 240'
   - MINIMUM LOT AREA - 5 ACRES
3. REQUESTED ZONING CLASSIFICATION:
   - RS-7, SINGLE FAMILY RESIDENTIAL DISTRICT.
4. RS-7, BUILDING SETBACKS AND RESTRICTIONS:
   - STREET SETBACK - 20'
   - SIDE SETBACK - 7.5'
   - REAR SETBACK - 20'
   - MAXIMUM LOT COVERAGE - 40%
   - MAXIMUM HEIGHT LIMITATION - 35'
   - MINIMUM LOT WIDTH - 50'
   - MINIMUM LOT AREA - 6,222 SQ. FT.
5. FOR MORE INFORMATION CONTACT THE CITY OF JONESBORO PLANNING AND ZONING DEPARTMENT @ (870) 932-0406.

SURVEYOR'S NOTES:

1. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD OR ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.
2. BASIS OF BEARINGS: ARKANSAS STATE PLANE GRID NORTH (0301).
3. THE FOLLOWING DOCUMENTS WERE USED TO COMPLETE THIS SURVEY:
   - BOUNDARY SURVEY, BY MICHAEL P. MCNEESE, P.S. 1709, ADLS DOCUMENT NO. 20241206030930, DATED NOVEMBER 04, 2024.
   - WARRANTY DEED, CRAIGHEAD COUNTY DOCUMENT NO. JB2024R-020834, DATED NOVEMBER 19, 2024.
4. THE SUBJECT PROPERTY LIES OUTSIDE THE 100 YEAR SPECIAL FLOOD HAZARD ZONE, AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP: PANEL NO. 05031C0259D, EFFECTIVE DATE SEPTEMBER 26, 2024.
5. BUILDINGS AND IMPROVEMENTS SURFACE AND/OR SUBSURFACE ON AND ADJACENT TO THE SUBJECT PROPERTY ARE NOT NECESSARILY SHOWN ON THIS BOUNDARY SURVEY.
6. THE EXISTENCE AND/OR LOCATION OF UTILITY SERVICES TO THE SUBJECT PROPERTY ARE UNKNOWN AND ARE NOT SHOWN ON THIS BOUNDARY SURVEY.
7. FIELD WORK WAS COMPLETED ON MAY 20, 2025.

LEGAL DESCRIPTION (AS-SURVEYED):

PART OF NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 00°31'49" WEST, 238.69 FEET TO THE POINT OF BEGINNING PROPER; THENCE CONTINUE SOUTH 00°31'49" WEST, 727.82 FEET; THENCE SOUTH 89°09'18" WEST, 1046.30 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF KATHLEEN STREET; THENCE NORTH 33°30'29" EAST, ALONG SAID RIGHT-OF-WAY LINE, 1033.34 FEET; THENCE SOUTH 56°29'32" EAST, LEAVING SAID RIGHT-OF-WAY LINE, 222.12 FEET; THENCE NORTH 89°11'04" EAST, 297.28 FEET THE POINT OF BEGINNING PROPER, CONTAINING 13.86 ACRES (603,646 SQ. FT.), MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

SURVEYOR'S CERTIFICATION:

I, JASON D. BEARD, CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF "ARKANSAS STANDARDS OF PRACTICE FOR PROPERTY BOUNDARY SURVEYS AND PLATS"; AND THAT THE ABOVE DESCRIBED TRACT WAS SURVEYED UNDER MY DIRECT SUPERVISION.

60 0 60 120
GRAPHIC SCALE 1" = 60'

BEARINGS BASED ON ARKANSAS STATE PLANE GRID NORTH ZONE (0301)

REZONING PLAT

CLIENT: PHILLIPS FAMILY INVESTMENTS LLC

PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS

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

REVISIONS		
DESCRIPTION	BY	DATE

DRAWING INFO	
DRAWN BY:	JDB
DATE:	05 / 22 / 2025
SCALE:	1" = 60'
JOB NO:	24201 - REZONE

RIDGE SURVEYING & CONSULTING, PLLC.
ARKANSAS - 2946

JASON D. BEARD - SURVEYOR
ARKANSAS - P.S. 1691

500-14N-04E-0-23-410-16-1691


REZONING REQUESTED
FOR THIS
PROPERTY
Public Hearings to be held
2nd & 4th Tuesday of Each Month
Municipal Center
300 S. CHURCH ST.
1st Floor
CALL 870-932-0406
FOR FURTHER INFORMATION
CITY OF JONESBORO


REZONING REQUESTED
ON THIS
PROPERTY
Public Hearings to be held
Tuesday of Each Month
Municipal Center
100 S CHURCH ST
1st Floor
CALL 810-923-0404
FOR FURTHER INFORMATION
CITY OF BRIGHTON


REZONING REQUESTED
FOR THIS
PROPERTY
Public Hearings to be held
Tuesday of Each Month
Municipal Center
300 S. CHURCH ST.
1st Floor
CALL 870-932-0406
FOR FURTHER INFORMATION
CITY OF JONESBORO

City of Jonesboro Metropolitan Area Planning Commission

Staff Report – RZ 25-11 Kathleen Street and Pacific Road

300 S. Church Street/Municipal Center

For Consideration by Planning Commission on June 24, 2025

REQUEST: To consider a rezoning of one tract of land containing 13.86 +/- acres

PURPOSE: A request to consider recommendation to Council for a rezoning from "AG-1", agricultural district, to "RS-7", single-family residential district.

APPLICANT: Fisher Arnold, 404 Creath Ave., Jonesboro, AR 72401
OWNER: Phillips Family Investments, LLC, 3406 Stadium Blvd., Jonesboro, AR 72404

LOCATION: Kathleen Street and Pacific Road (Parcel # 01-144232-00110)

SITE DESCRIPTION: **Total Size:** Approx. 13.86 acres
Street Frontage: Approx. 1034 feet along Kathleen Street

Existing Development: Vacant

SURROUNDING CONDITIONS:

ZONE	LAND USE
North	AG-1 - Vacant
South	AG-1 - Vacant
East	R-1 - Vacant
West	Railroad Tracks & I-2 - Vacant

HISTORY: Vacant

ZONING ANALYSIS:

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

Comprehensive Plan Land Use Map:

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

High Intensity:

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

Typical Land Uses:

- Regional Shopping Centers
- Automotive Dealerships
- Outdoor Display Retail
- Fast Food Restaurants
- Multi-family
- Service Stations
- Commercial and Office
- Call Centers
- Research and Development
- Medical
- Banks
- Big Box Commercial
- Hotel

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

Height: 150 feet

Traffic: This will be located along arterial streets with high traffic volume.



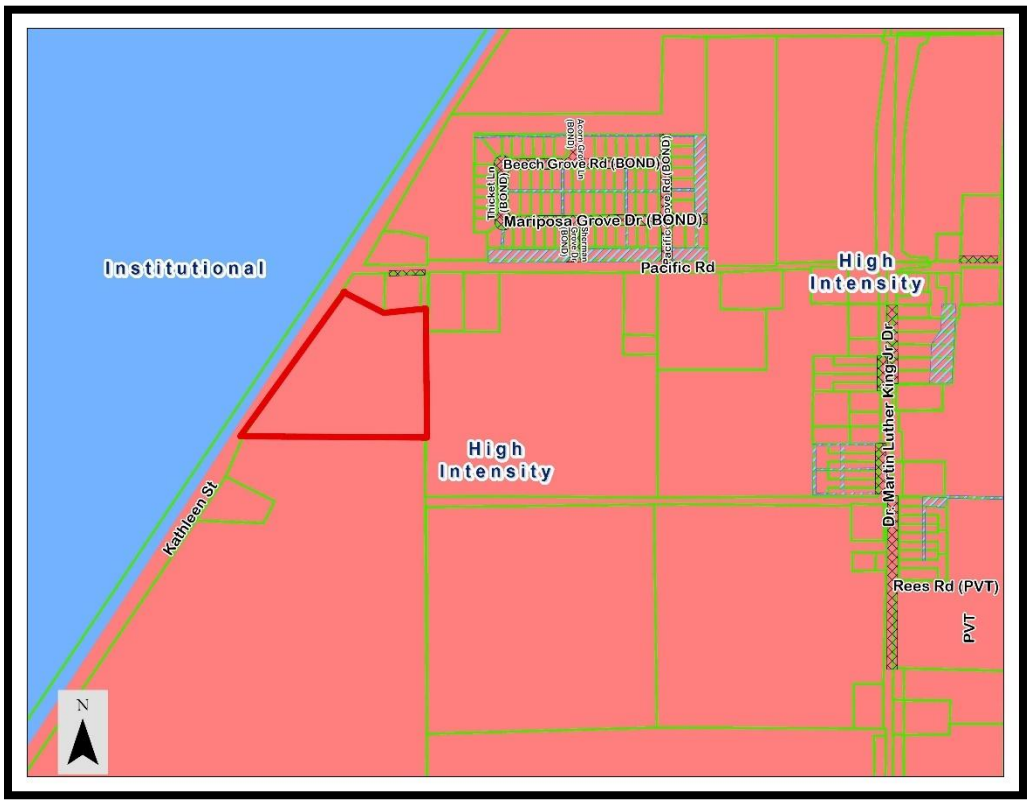
Fig. 17: Example High Intense Type- Retail Service

Fig. 18: Example High Intense Type- Retail Service

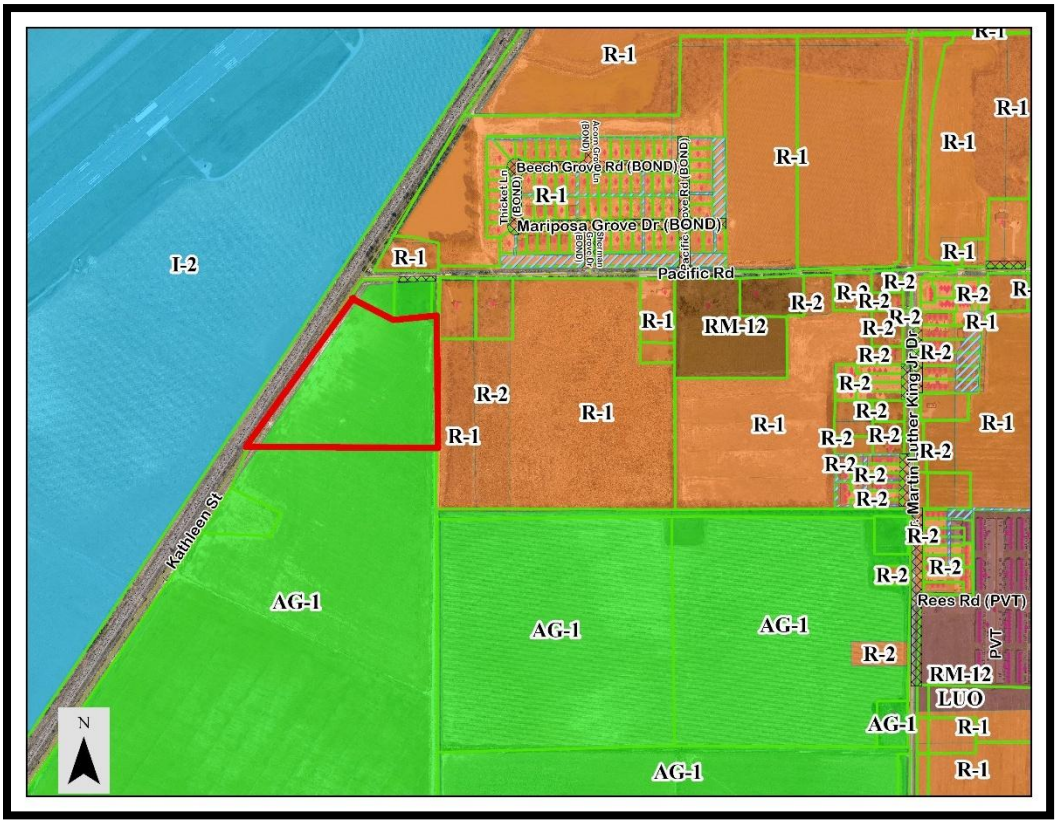
Fig. 19: Example High Intense Type- Small Lot Res.

Fig. 20: Example High Intense Type- Retail Service

Fig. 21: Moderate High Type- Retail/Office



Land Use Map



Zoning Map

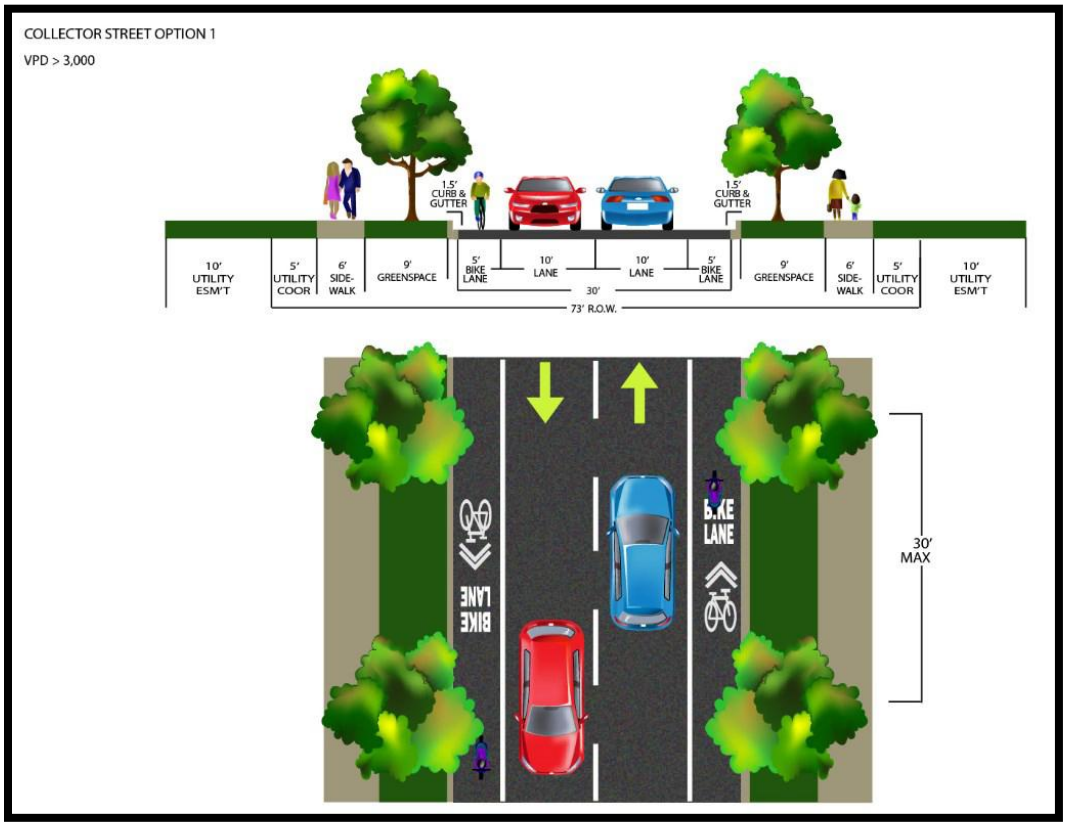
Master Street Plan/Transportation

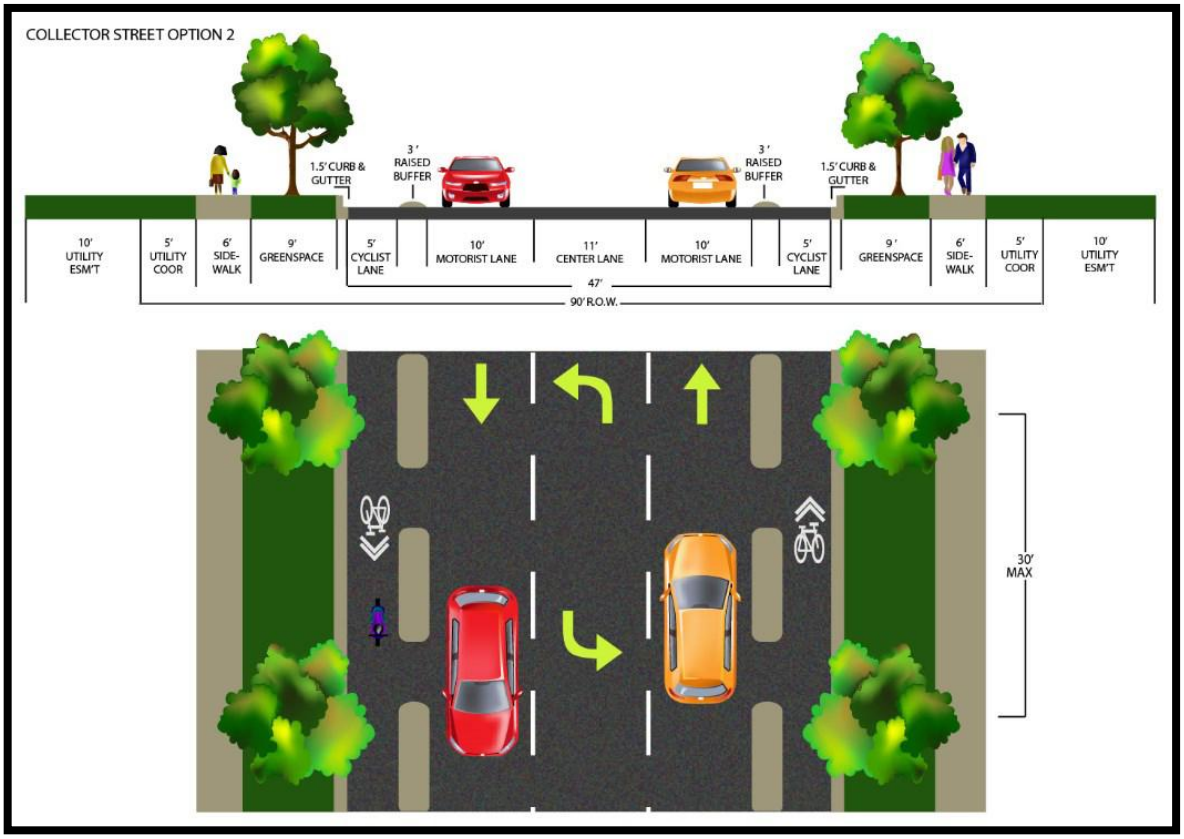
The subject property will be served by Kathleen Street. The Master Street Plan classifies this road as a Collector.

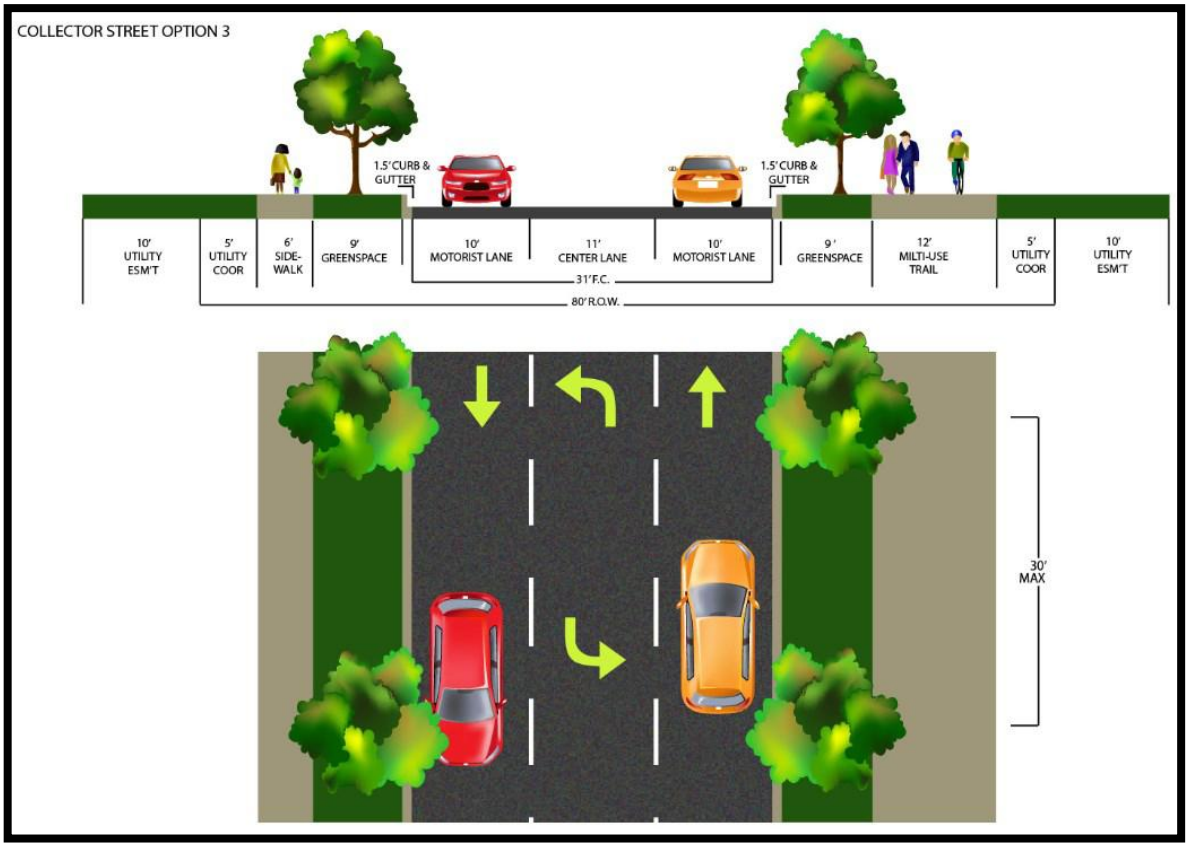
Collectors provide for traffic movement between arterials and local streets. They carry moderate traffic volumes over moderate distances and have a higher degree of property access than arterials.

FUNCTION: A Collector Street is the traffic connection from Local Streets to Arterials, with the secondary function of providing access to adjoining property. The Collector system should not be continuous but should direct traffic to Arterials. This class of road is generally at a spacing of a quarter mile. At the time of the subdivision, the exact location and additional need for Collectors will be determined by the MAPC upon advice of the City Staff.

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




COLLECTOR STREET OPTION 2
1.5' CURB & GUTTER
3' RAISED BUFFER
3' RAISED BUFFER
1.5' CURB & GUTTER
10' UTILITY ESM'T
5' UTILITY COOR
6' SIDE-WALK
9' GREENSPACE
5' CYCLIST LANE
10' MOTORIST LANE
11' CENTER LANE
10' MOTORIST LANE
5' CYCLIST LANE
9' GREENSPACE
6' SIDE-WALK
5' UTILITY COOR
10' UTILITY ESM'T
47'
90' R.O.W.
30' MAX


COLLECTOR STREET OPTION 3
1.5' CURB & GUTTER
1.5' CURB & GUTTER
10' UTILITY ESM'T
5' UTILITY COOR
6' SIDE-WALK
9' GREENSPACE
10' MOTORIST LANE
11' CENTER LANE
10' MOTORIST LANE
9' GREENSPACE
12' MILTI-USE TRAIL
5' UTILITY COOR
10' UTILITY ESM'T
31' F.C.
80' R.O.W.
30' MAX

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
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map	The proposed district rezoning is not consistent with the Adopted Land Use Plan. Residential single-family zones are not included in the high intensity growth sector. The current zone is not consistent with the Land Use Plan either.	
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	The proposal will achieve consistency with the purpose of Chapter 117, with compliance of all District standards.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	Compatibility is achieved with this rezoning considering the surrounding area includes residential zoning.	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;	Without the proposed zoning map amendment, this property cannot be utilized as a residential subdivision.	
(e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property;	With proper planning there should not be any adverse effects caused by the property.	
(f) Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, and emergency medical services	Minimal impact if rezoned.	

Staff Findings:

Applicant's Purpose
The proposed area is currently classified as "AG-1", agricultural district. The applicant is applying for a rezoning to allow a residential subdivision at this location.

Rezoning this property is not consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*.

Chapter 117 of the City Code of Ordinances/Zoning defines RS-7 as follows:
RS-7—Single-family residential district; minimum 6,222 sq. ft. lot required.

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

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

Conclusion:

The Planning Department Staff finds that the requested zone change submitted for the subject parcel should be evaluated based on the above observations and criteria of Case RZ 25-11; a request to rezone property "AG-1", agricultural district, to "RS-7", single-family residential district. The following conditions are recommended:

1. The proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.

2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.

3. Any change of use shall be subject to Planning Department approval in the future.

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

****

Sample Motion:
I move that we place Case: RZ 25-11 on the floor for consideration of recommendation by MAPC to the City Council with the noted conditions, and we, the MAPC find that to rezone property from "AG-1", agricultural district, to "RS-7", single-family residential district, will be compatible and suitable with the zoning, uses, and character of the surrounding area.

City of Jonesboro Metropolitan Area Planning Commission

Staff Report – RZ 25-11 Kathleen Street and Pacific Road

300 S. Church Street/Municipal Center

For Consideration by Planning Commission on June 24, 2025

REQUEST: To consider a rezoning of one tract of land containing 13.86 +/- acres

PURPOSE: A request to consider recommendation to Council for a rezoning from "AG-1", agricultural district, to "RS-7", single-family residential district.

APPLICANT: Fisher Arnold, 404 Creath Ave., Jonesboro, AR 72401
OWNER: Phillips Family Investments, LLC, 3406 Stadium Blvd., Jonesboro, AR 72404

LOCATION: Kathleen Street and Pacific Road (Parcel # 01-144232-00110)

SITE DESCRIPTION: **Total Size:** Approx. 13.86 acres
Street Frontage: Approx. 1034 feet along Kathleen Street

Existing Development: Vacant

SURROUNDING CONDITIONS:

ZONE	LAND USE
North	AG-1 - Vacant
South	AG-1 - Vacant
East	R-1 - Vacant
West	Railroad Tracks & I-2 - Vacant

HISTORY: Vacant

ZONING ANALYSIS:

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

Comprehensive Plan Land Use Map:

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

High Intensity:

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

Typical Land Uses:

- Regional Shopping Centers
- Automotive Dealerships
- Outdoor Display Retail
- Fast Food Restaurants
- Multi-family
- Service Stations
- Commercial and Office
- Call Centers
- Research and Development
- Medical
- Banks
- Big Box Commercial
- Hotel

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

Height: 150 feet

Traffic: This will be located along arterial streets with high traffic volume.



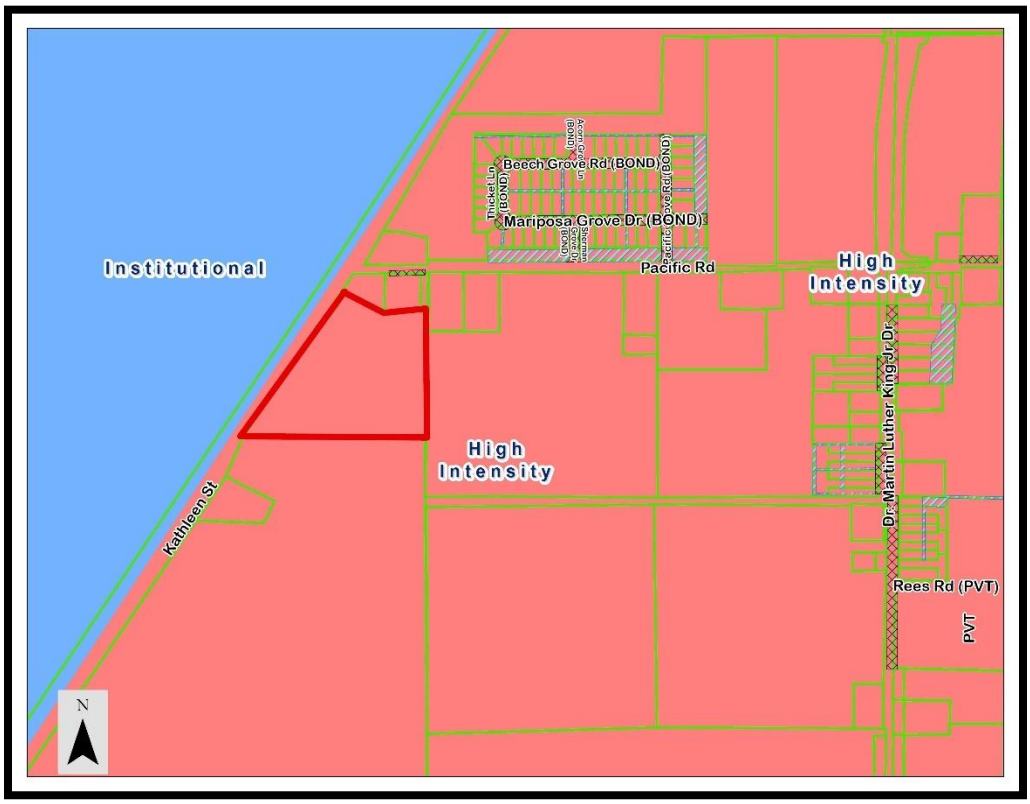
Fig. 17: Example High Intense Type- Retail Service

Fig. 18: Example High Intense Type- Retail Service

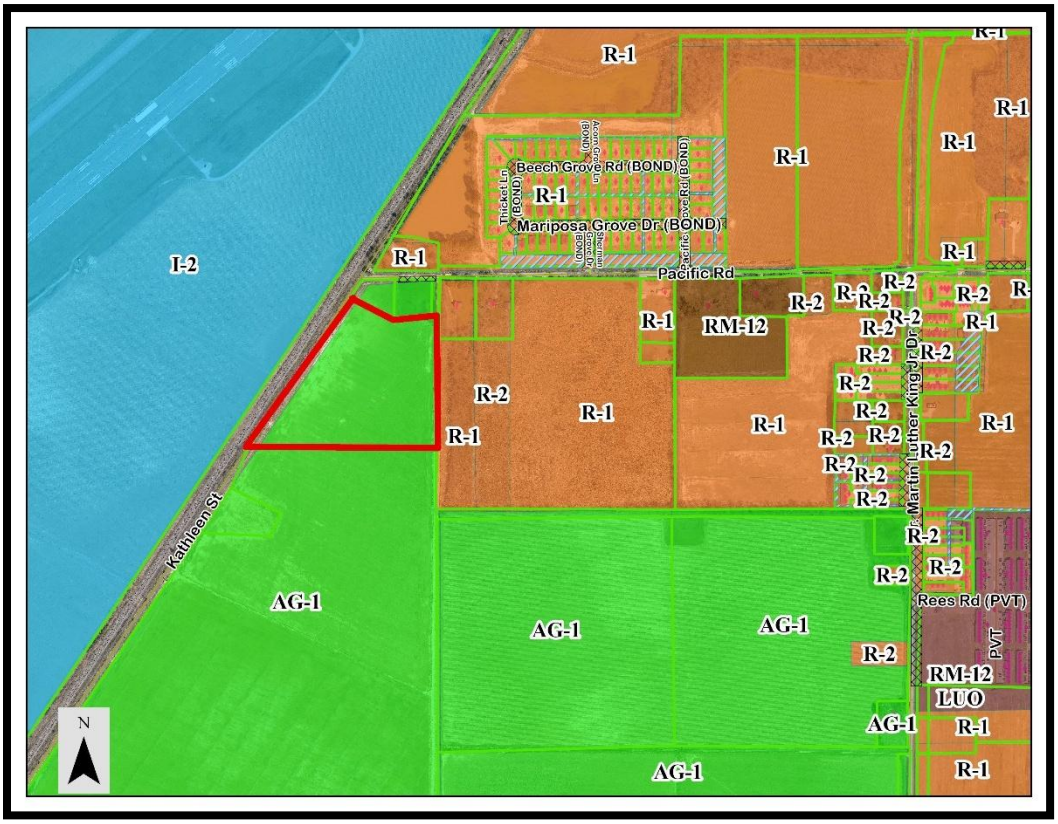
Fig. 19: Example High Intense Type- Small Lot Res.

Fig. 20: Example High Intense Type- Retail Service

Fig. 21: Moderate High Type- Retail/Office



Land Use Map



Zoning Map

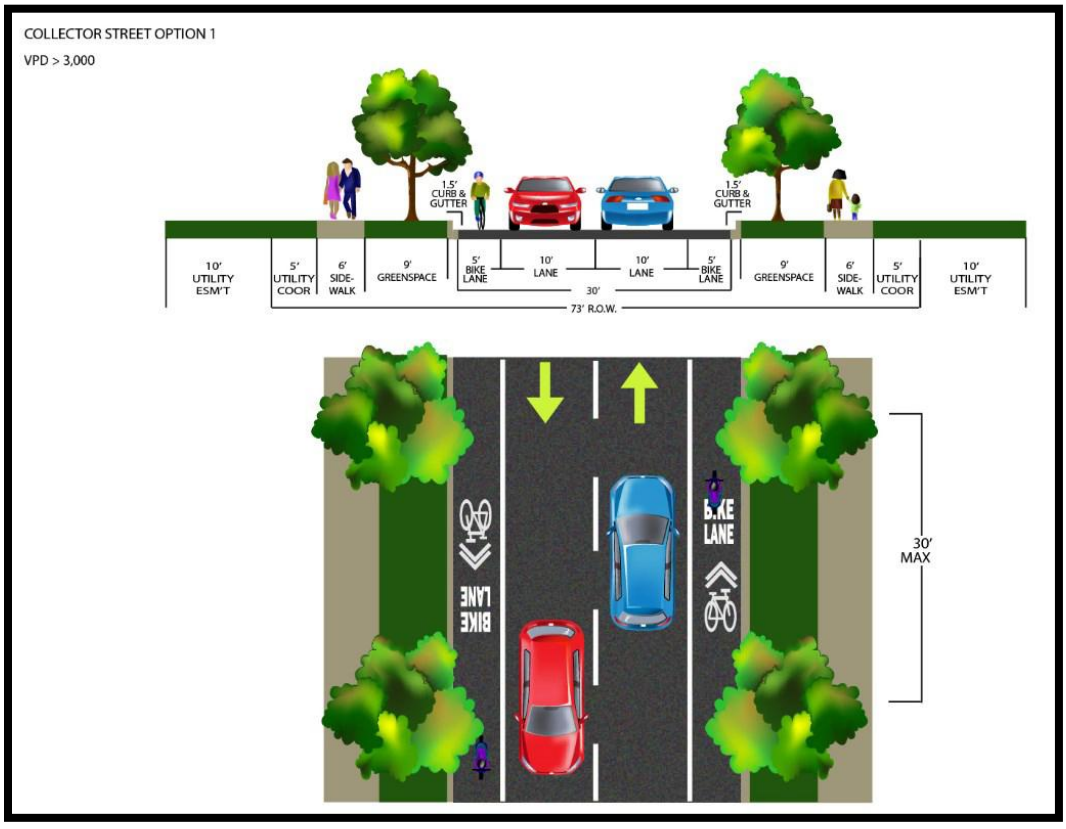
Master Street Plan/Transportation

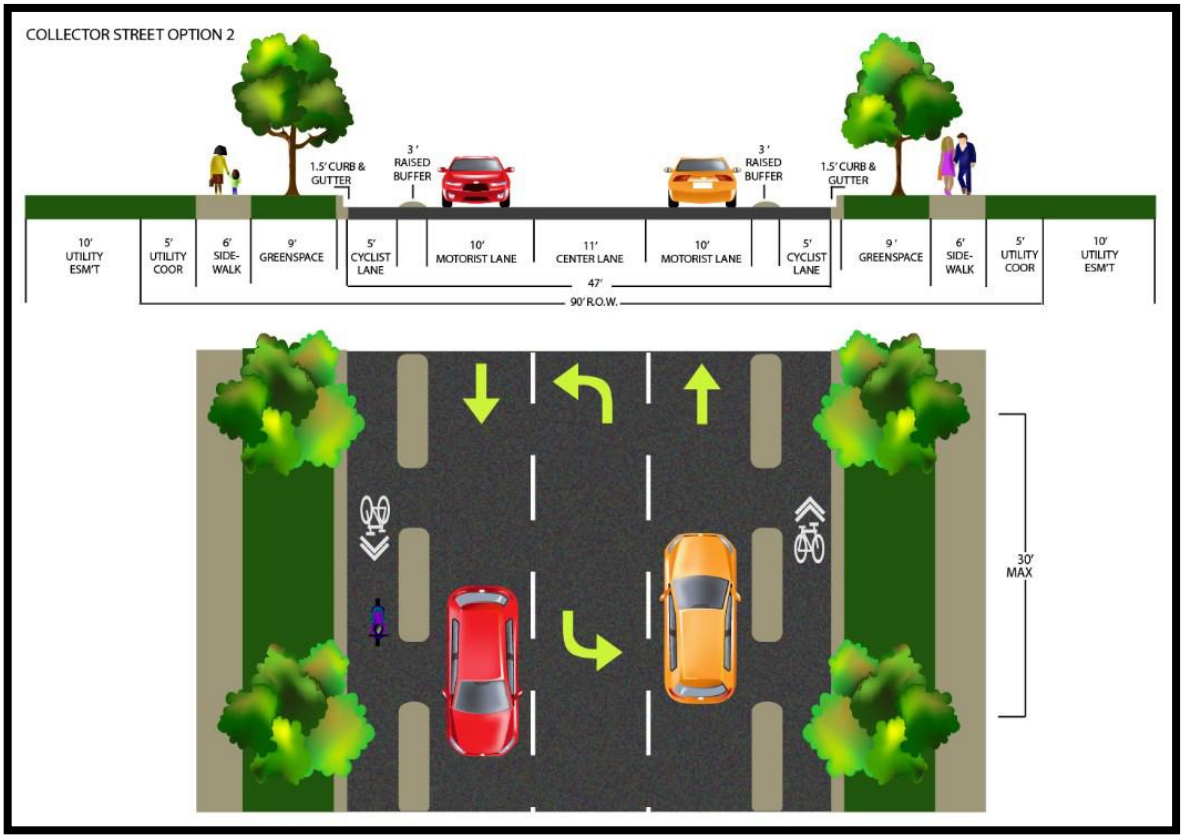
The subject property will be served by Kathleen Street. The Master Street Plan classifies this road as a Collector.

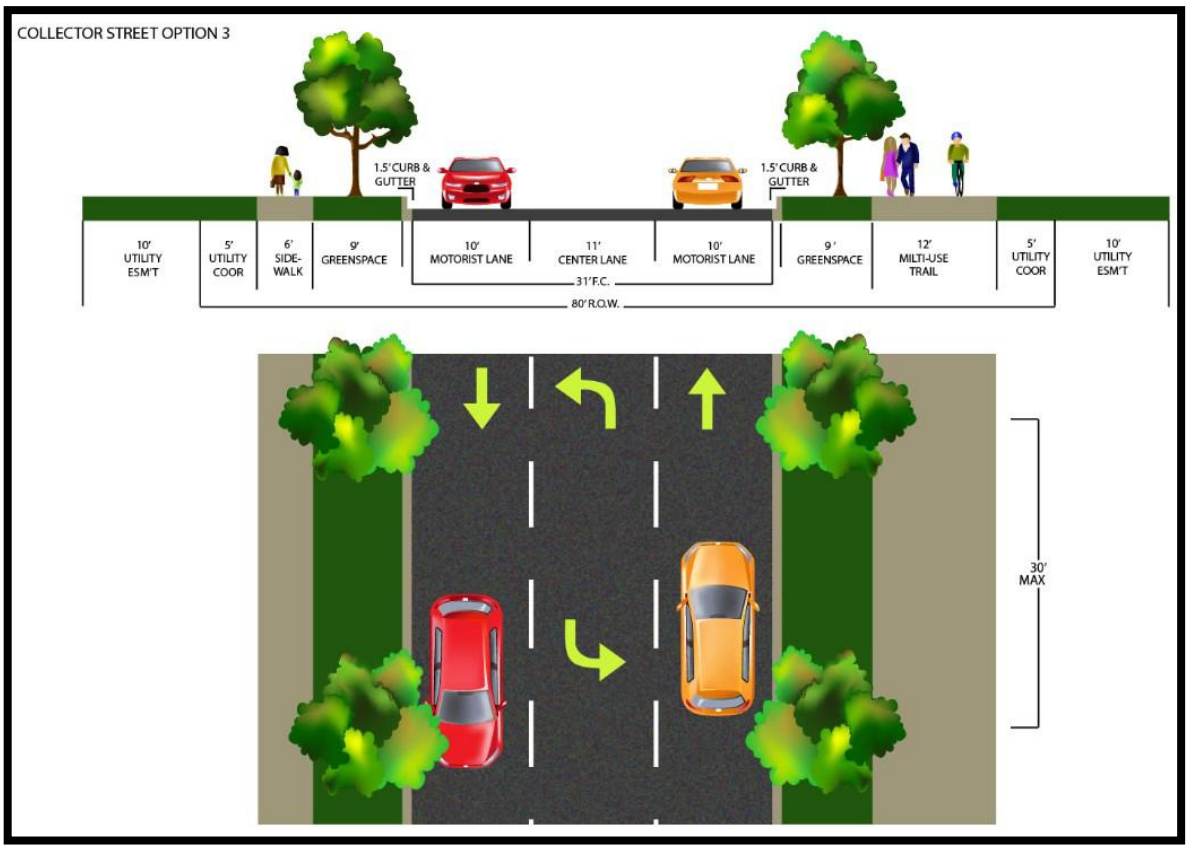
Collectors provide for traffic movement between arterials and local streets. They carry moderate traffic volumes over moderate distances and have a higher degree of property access than arterials.

FUNCTION: A Collector Street is the traffic connection from Local Streets to Arterials, with the secondary function of providing access to adjoining property. The Collector system should not be continuous but should direct traffic to Arterials. This class of road is generally at a spacing of a quarter mile. At the time of the subdivision, the exact location and additional need for Collectors will be determined by the MAPC upon advice of the City Staff.

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




COLLECTOR STREET OPTION 2
1.5' CURB & GUTTER
3 ' RAISED BUFFER
3 ' RAISED BUFFER
1.5' CURB & GUTTER
10' UTILITY ESM'T
5' UTILITY COOR
6' SIDE-WALK
9' GREENSPACE
5' CYCLIST LANE
10' MOTORIST LANE
11' CENTER LANE
10' MOTORIST LANE
5' CYCLIST LANE
9 ' GREENSPACE
6' SIDE-WALK
5' UTILITY COOR
10' UTILITY ESM'T
47'
90' R.O.W.
30' MAX


COLLECTOR STREET OPTION 3
1.5' CURB & GUTTER
1.5' CURB & GUTTER
10' UTILITY ESM'T
5' UTILITY COOR
6' SIDE-WALK
9' GREENSPACE
10' MOTORIST LANE
11' CENTER LANE
10' MOTORIST LANE
9 ' GREENSPACE
12' MILTI-USE TRAIL
5' UTILITY COOR
10' UTILITY ESM'T
31' F.C.
80' R.O.W.
30' MAX

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
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map	The proposed district rezoning is not consistent with the Adopted Land Use Plan. Residential single-family zones are not included in the high intensity growth sector. The current zone is not consistent with the Land Use Plan either.	
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	The proposal will achieve consistency with the purpose of Chapter 117, with compliance of all District standards.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	Compatibility is achieved with this rezoning considering the surrounding area includes residential zoning.	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;	Without the proposed zoning map amendment, this property cannot be utilized as a residential subdivision.	
(e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property;	With proper planning there should not be any adverse effects caused by the property.	
(f) Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, and emergency medical services	Minimal impact if rezoned.	

Staff Findings:

Applicant's Purpose
The proposed area is currently classified as "AG-1", agricultural district. The applicant is applying for a rezoning to allow a residential subdivision at this location.

Rezoning this property is not consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*.

Chapter 117 of the City Code of Ordinances/Zoning defines RS-7 as follows:
RS-7—Single-family residential district; minimum 6,222 sq. ft. lot required.

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

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

Conclusion:

The Planning Department Staff finds that the requested zone change submitted for the subject parcel should be evaluated based on the above observations and criteria of Case RZ 25-11; a request to rezone property "AG-1", agricultural district, to "RS-7", single-family residential district. The following conditions are recommended:

1. The proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.

2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.

3. Any change of use shall be subject to Planning Department approval in the future.

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

****

Sample Motion:
I move that we place Case: RZ 25-11 on the floor for consideration of recommendation by MAPC to the City Council with the noted conditions, and we, the MAPC find that to rezone property from "AG-1", agricultural district, to "RS-7", single-family residential district, will be compatible and suitable with the zoning, uses, and character of the surrounding area.

****

MAPC RECORD OF PROCEEDINGS: PUBLIC HEARING HELD ON JUNE 24, 2025

****

RZ-25-11 Rezoning: Kathleen Street and Pacific Road

Fisher Arnold is seeking a rezoning on behalf of Phillips Family Investments LLC for 13.86 acres located at Kathleen Street and Pacific Road. The current zoning is AG-1, agricultural district and the requested zoning is RS-7, single family residential district.

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

Garrett Dunham (Proponent): Garrett Dunham with Fisher Arnold, on behalf of Phillips Family Investments. This land was purchased in order to provide a second egress to the subdivision just to the east. So, we are rezoning it just so we can incorporate that into the larger plan. It'll be phase two of the subdivision that was previously submitted and approved at the previous meeting.

Lonnie Roberts: City Planner, staff comments on this one?

Derrel Smith: Yes, sir. We would recommend approval with the following conditions, that the proposed site shall follow all requirements of the city engineer, all requirements of the current stormwater drainage design manual, and floodplain regulations regarding any new construction. A final site plan, subject to all ordinance requirements shall be submitted, reviewed, and approved by the planning department prior to any redevelopment of the property. Any change of use shall be subject to the planning department approval in the future.

Lonnie Roberts: Okay so with this rezoning request, is there anyone here to give public input? Or is there anyone with questions? If not, I'll open up for commissioners, any questions or comments?

COMMISSION ACTION:
Mr. Dennis Zolper made a motion to approve Case RZ: 25-11, as submitted, to the City Council with the stipulations that were read by the Planning Department:
1. The proposed site shall satisfy all requirements of the city engineer, all requirements of the current storm water drainage design manual, and floodplain regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted to, reviewed, and approved by the planning department, prior to any redevelopment of the property.
3. Any change of use shall be subject to planning department approval in the future.
The motion was seconded by Jimmy Cooper.

Roll Call Vote:
Aye: 7 – Dennis Zolper, Jimmy Cooper, Monroe Pointer, Jeff Steiling, Kevin Bailey, Paul Ford, & Jim Little

Nay: 0
****

OFFICIAL RECEIPT

Receipt Date 06/26/2025 09:27 AM
Receipt Print Date 06/26/2025

Receipt # 00263330
Batch # 00126.06.2025

CITY OF JONESBORO
300 S. Church St. Ste 106
PO Box 1845
JONESBORO, AR 72403-1845
870-932-3042
For Permit Inspections call 870-933-4602

Account/License/Permit/Category:	
CR	243.10
Detail:	
01-000-0150-00	
Proof of Publication	243.10
Total	243.10
Payment Information:	
Credit Car 8130	243.10
Change	0.00

Garrett Dunnam
Customer #: 000000

,

Cashier: ALCooksey
Station: ALCOOKSEY

Text File

File Number: COM-25:030

Agenda Date: 8/5/2025 **Version:** 1 **Status:** To Be Introduced

In Control: City Council **File Type:** Other Communications

JUNE 2025 FINANCIAL STATEMENTS

City of Jonesboro
Financial Statements Overview
June 2025

Overview of State Mandated Funds

Benchmark 50.00%

General Fund

Beginning Fund Balance:	***$ 21,164,143***	***$ 21,164,143***

General Fund	YTD Actual	Total Budget	$ Remaining	% Need/Avail
Revenue	$ 31,753,349	$ 64,779,156	$ 33,025,807	51.0%
Expense	32,092,117	64,198,132	32,106,015	50.0%
Surplus (Deficit)	**$ (338,769)**	**$ 581,024**	**$ 919,793**	
Fund Balance Actual/Projected:	***$ 20,825,374***	***$ 21,745,167***		

Street Fund

Beginning Fund Balance:	***$ 1,528,507***	***$ 1,528,507***

Street Fund	YTD Actual	Total Budget	$ Remaining	% Need/Avail
Revenue	$ 4,429,735	$ 9,295,892	$ 4,866,157	52.3%
Expense	2,970,707	9,860,136	6,889,429	69.9%
Surplus (Deficit)	**$ 1,459,028**	**$ (564,244)**	**$ (2,023,272)**	
Fund Balance Actual/Projected:	***$ 2,987,536***	***$ 964,263***		

Overview of Select Budget Variances

Select Data - Year to Date	Actual	Budget	$ Variance	% Variance
Revenue				
Sales Tax (Combined)	$ 23,688,667	$ 24,274,259	$ (585,592)	-2.4%
State Turnback (Combined)	3,866,019	3,854,591	11,428	0.3%
Expense				
Overlays	350,963	1,324,486	(973,523)	-74%
Fuel Purchases	599,537	773,450	(173,913)	-22%

Overview of Select Prior Year Variances

Select Data - Year to Date	Current Year	Prior Year	$ Change	% Change
Revenue				
Franchise Fee	$ 1,041,437	$ 881,539	$ 159,899	18%
A&P Prepared Foods	3,282,496	3,237,420	45,076	1%
A&P Original 3%	453,146	463,587	(10,441)	-2%
A&P Additional 1%	151,049	154,468	(3,419)	-2%
Alcohol Beverage Tax	344,837	370,254	(25,417)	-7%

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4	Schedule of Changes in Restricted Fund Balances
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7	Schedule of Interest Earnings & Deposit Collateralization
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24	Schedule of Capital Improvement Fund
25	Schedule of Depreciation Fund
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City of Jonesboro, Arkansas
Schedule of Changes in FB and Required Reserve
June 2025

Changes in Fund Balance- Cash Basis

State Mandated Funds

Description	Beginning Fund Balances	Activity Reflecting Changes in Fund Balance: Year to Date Revenues	Year to Date Expenditures	Surplus (Deficit)	Ending Fund Balances
General	$ 21,164,143	$ 31,753,349	$ 32,092,117	$ (338,769)	$ 20,825,374
Street	1,528,507	4,429,735	2,970,707	1,459,028	2,987,536
Total	**$ 22,692,650**	**$ 36,183,084**	**$ 35,062,824**	**$ 1,120,260**	**$ 23,812,910**

Other Funds

Description	Beginning Fund Balances	Activity Reflecting Changes in Fund Balance: Year to Date Revenues	Year to Date Expenditures	Surplus (Deficit)	Ending Fund Balances
Restricted	$ 9,936,351	$ 1,228,654	$ 4,597,971	$ (3,369,317)	$ 6,567,034
E-911	448,195	848,195	1,071,715	(223,520)	224,676
Federal Grants	761,211	235,590	383,575	(147,985)	613,226
Non-Federal Grants	294,559	44,528	31,560	12,968	307,527
Community Development Block Grant (CDBG)	16,012	481,971	433,236	48,734	64,746
Metropolitan Planning Organization (MPO)	106,897	66,012	76,714	(10,703)	96,195
Jonesboro Economical Transit System (JETS)	(1,497,164)	652,471	997,633	(345,162)	(1,842,326)
Depreciation Fund	4,370,191	255,606	2,926,554	(2,670,948)	1,699,243
Capital Improvement Fund	5,984,291	100,000	2,476,330	(2,376,330)	3,607,961
Advertising & Promotion 3%	243,346	460,348	436,310	24,037	267,383
Advertising & Promotion 1%	45,289	153,928	-	153,928	199,217
Advertising & Promotion Prepared Foods	9,761,919	3,416,948	6,069,158	(2,652,210)	7,109,710
Total	**$ 30,471,097**	**$ 7,944,251**	**$ 19,500,756**	**$ (11,556,505)**	**$ 18,914,592**

All Funds Totals	**$ 53,163,747**	**$ 44,127,335**	**$ 54,563,580**	**$ (10,436,245)**	**$ 42,727,502**

Reserve Analysis

Description	Fund Balance	Less: Required Reserve	Available Reserves
General Fund	$ 20,825,374	$ (9,629,720)	$ 11,195,654
Street Fund	2,987,536		2,987,536
Depreciation Fund	1,699,243		1,699,243
Capital Improvement Fund	3,607,961		3,607,961
Combined Fund Reserves	$ 29,120,113	$ (9,629,720)	$ 19,490,394

*The Required Reserve is established as 15% of General Fund Current Budget Expenditures.

City of Jonesboro, Arkansas
Schedule of Changes in Restricted Fund Balances
June 2025

Changes in Fund Balance- Cash Basis

Restricted Funds		Activity Reflecting Changes in Fund Balance			
Description	Beginning Fund Balances	Year to Date Revenues	Year to Date Expenditures	Surplus (Deficit)	Ending Fund Balances
ARPA Revenue Replacement-Building Demo	$ 3,250,000	$ -	$ 3,286,858	$ (3,286,858)	$ (36,858)
ARPA Revenue Replcmnt-Mosquito Abatement	139,604	-	-	-	139,604
ARPA Revenue Replacement-RAC Aquatic	3,200,000	-	-	-	3,200,000
ARPA Revenue Replacement-Humanitarian	500,000	-	121,436	(121,436)	378,564
ARPA Revenue Replcmnt-Approp Remaining	1,537,561	-	-	-	1,537,561
Insurance Proceeds	198,219	-	-	-	198,219
Perpetual Cemetery	627,892	16,165	74,303	(58,138)	569,754
Fire Act 833	74,054	114,323	147,007	(32,683)	41,371
Employee Benefit	49,542	63,630	29,709	33,922	83,463
DARE	54,572	19,778	5,980	13,798	68,369
In Lieu of Sidewalk	78,073	124,247	-	124,247	202,321
Dog Park Donations	27,608	-	-	-	27,608
K-9 Acquisition	24,980	-	14,300	(14,300)	10,680
Police Suspense	14,635	-	-	-	14,635
Animal Control Donations	24,890	4,484	5,959	(1,475)	23,416
Exchange for Services A&P	-	10,000	-	10,000	10,000
Abatement	5,626	-	-	-	5,626
Museum - E Boone Watson	300	-	-	-	300
Winter Wonderland	4,464	-	-	-	4,464
Public Safety Surveillance Equip	3,000	5,000	-	5,000	8,000
Police Hiring/Training	2,874	-	-	-	2,874
Skate Board Park	992	-	-	-	992
Jonesboro Shooting Complex	47	-	-	-	47
Fairview Park- Brazos	2,000	-	-	-	2,000
Library Millage	-	850,640	850,640	-	-
MYAC	538	1,531	770	761	1,299
State Asset Forfeiture	59,247	5,060	15,455	(10,395)	48,851
Federal Asset Forfeiture	53,130	-	8,133	(8,133)	44,997
Homelessness Committee	-	-	-	-	-
Keep Jonesboro Beautiful	2,504	-	23,625	(23,625)	(21,121)
Downtown Jonesboro Imp. District	0	13,795	13,795	(0)	0
Total	**$ 9,936,351**	**$ 1,228,654**	**$ 4,597,971**	**$ (3,369,317)**	**$ 6,567,034**

City of Jonesboro
Schedule of Revenue vs. Expense
June 2025

State Mandated Funds

Operation and Maintenance (O&M)		YTD Actual	Total Budget	$ Remaining
General	*Revenue*	$ 31,663,868	$ 64,600,194	$ 32,936,326
	Expense	32,092,117	63,298,132	31,206,015
Street	*Revenue*	4,416,256	9,295,892	4,879,636
	Expense	2,970,707	6,788,886	3,818,179
Total	***Revenue***	**$ 36,080,124**	**$ 73,896,086**	**$ 37,815,962**
	Expense	**35,062,824**	**70,087,018**	**35,024,194**
	Surplus/(Deficit)	**$ 1,017,300**	**$ 3,809,068**	**$ 2,791,768**

Capital Improvement (C.I.)		YTD Actual	Total Budget	$ Remaining
General	*Revenue*	$ 89,481	$ 178,962	$ 89,481
	Expense	-	900,000	900,000
Street	*Revenue*	13,479	-	(13,479)
(Includes STIP)	*Expense*	-	3,071,250	3,071,250
Total	***Revenue***	**$ 102,960**	**$ 178,962**	**$ 76,002**
	Expense	**-**	**3,971,250**	**3,971,250**
	Surplus/(Deficit)	**$ 102,960**	**$ (3,792,288)**	**$ (3,895,248)**
Total O&M and C.I.	***Revenue***	**$ 36,183,084**	**$ 74,075,048**	**$ 37,891,964**
	Expense	**35,062,824**	**74,058,268**	**38,995,444**
	Surplus/(Deficit)	**$ 1,120,260**	**$ 16,780**	**$ (1,103,480)**

Other Funds

Other Funds		YTD Actual	Total Bud/Avail	$ Remaining
Restricted	*Revenue*	$ 1,228,654	$ 2,120,735	892,081
	Expense	4,597,971	2,131,735	(2,466,236)
E-911	*Revenue*	848,195	1,705,694	857,499
	Expense	1,071,715	2,237,001	1,165,286
Federal Grants	*Revenue*	235,590	3,387,911	3,152,321
	Expense	383,575	2,768,941	2,385,366
Non-Federal Grants	*Revenue*	44,528	59,056	14,528
	Expense	31,560	59,056	27,496
CDBG	*Revenue*	481,971	1,000,195	518,224
	Expense	433,236	1,000,195	566,959
MPO	*Revenue*	66,012	295,650	229,638
	Expense	76,714	295,650	218,936
JETS	*Revenue*	652,471	2,710,121	2,057,650
	Expense	997,633	2,710,121	1,712,488
Depreciation Fund	*Revenue*	255,606	-	(255,606)
	Expense	2,926,554	4,370,191	1,443,637
Capital Improvement Fund	*Revenue*	100,000	-	(100,000)
	Expense	2,476,330	12,629,532	10,153,202
A&P 3%	*Revenue*	460,348	971,700	511,352
	Expense	436,310	1,149,295	712,985
A&P 1%	*Revenue*	153,928	324,388	170,460
	Expense	-	298,750	298,750
A&P PF%	*Revenue*	3,416,948	6,375,500	2,958,552
	Expense	6,069,158	752,235	(5,316,923)
Total	***Revenue***	**$ 7,944,251**	**$ 18,950,950**	**$ 11,006,699**
	Expense	**19,500,756**	**30,402,702**	**10,901,946**
	Surplus/(Deficit)	**$ (11,556,505)**	**$ (11,451,752)**	**$ 104,753**

All Funds (Combined)		YTD Actual	Total Bud/Avail	$ Remaining
Grand Total	*Revenue*	$ 44,127,335	$ 93,025,998	$ 48,898,663
	Expense	54,563,580	104,460,970	49,897,390
	Surplus/(Deficit)	$ (10,436,245)	$ (11,434,972)	$ (998,727)

City of Jonesboro
Schedule of O&M Departmental Overview
June 2025

O&M Departmental Overview

General Fund

Department		YTD Actual	Total Budget	$ Remaining
Overview of Public Safety				
Law & Enforcement	*Revenue*	$ 1,280,335	$ 2,869,201	$ 1,588,866
	Expense	11,431,711	22,372,680	10,940,969
Fire Protection	*Revenue*	497,508	1,498,686	1,001,178
	Expense	8,145,412	14,808,178	6,662,766
Total Public Safety	***Revenue***	**$ 1,777,843**	**$ 4,367,887**	**$ 2,590,044**
	Expense	**19,577,124**	**37,180,858**	**17,603,734**
	Surplus/(Deficit)	**$ (17,799,281)**	**$ (32,812,971)**	**$ (15,013,690)**

Overview of Non-Public Safety Departments				
Parks	*Revenue*	$ 588,701	$ 1,658,464	$ 1,069,763
	Expense	$ 2,621,532	$ 5,996,737	3,375,205
Sanitation	*Revenue*	66,557	132,437	65,880
	Expense	3,374,734	6,494,724	3,119,990
Elected Officials	*Revenue*	209	-	(209)
	Expense	814,758	1,682,642	867,884
General Admin.	*Revenue*	27,059,579	55,206,225	28,146,646
	Expense	654,547	1,208,258	553,711
Other-Admin.	*Revenue*	2,170,979	3,235,181	1,064,202
	Expense	5,049,422	10,734,913	5,685,491
Capital Improvement	*Revenue*	89,481	178,962	89,481
	Expense	-	900,000	900,000
Total Non-Public Safety	***Revenue***	**$ 29,975,506**	**$ 60,411,269**	**$ 30,435,763**
	Expense	**12,514,993**	**27,017,274**	**14,502,281**
	Surplus/(Deficit)	**$ 17,460,512**	**$ 33,393,995**	**$ 15,933,483**

Total General Fund	***Revenue***	**$ 31,753,349**	**$ 64,779,156**	**$ 33,025,807**
	Expense	**32,092,117**	**64,198,132**	**32,106,015**
	Surplus/(Deficit)	**$ (338,769)**	**$ 581,024**	**$ 919,793**

Street Fund

Department		YTD Actual	Total Budget	$ Remaining
Street	*Revenue*	$ 15,670	$ 21,854	$ 6,184
	Expense	2,131,283	5,103,113	2,971,830
Engineering	*Revenue*	42,966	172,203	129,237
	Expense	814,459	1,685,773	871,314
Street Admin.	*Revenue*	4,357,620	9,101,835	4,744,215
	Expense	24,964	-	(24,964)
Capital Improvement	*Revenue*	13,479	-	(13,479)
	Expense	-	3,071,250	3,071,250
Total Street Fund	***Revenue***	**$ 4,429,735**	**$ 9,295,892**	**$ 4,866,157**
	Expense	**2,970,707**	**9,860,136**	**6,889,429**
	Surplus/(Deficit)	**$ 1,459,028**	**$ (564,244)**	**$ (2,023,272)**

O&M Grand Total	***Revenue***	**$ 36,183,084**	**$ 74,075,048**	**$ 37,891,964**
	Expense	**35,062,824**	**74,058,268**	**38,995,444**
	Surplus/(Deficit)	**$ 1,120,260**	**$ 16,780**	**$ (1,103,480)**

City of Jonesboro, Arkansas
Schedule of Interest Earnings & Deposit Collateralization
June 2025 Interest

Interest Earnings

Bank Account	Balance	Interest Earned	Rate of Interest
General Fund	$ 19,821,976.25	$ 42,911.92	3.05%
Jonesboro Softball	11,656.76	27.65	3.05%
Federal Grants Fund	614,929.89	1,849.38	3.05%
Restricted Funds	6,585,097.11	18,063.14	3.05%
Non-Federal Grants	308,305.22	778.01	3.05%
Depreciation Fund	3,621,531.67	5,040.74	3.05%
Capital Improvement Fund	1,704,283.64	9,649.61	3.05%
Payroll Clearing	218,914.14	1,134.82	3.05%
Credit Card	115,976.10	205.53	3.05%
Operating	722,259.44	3,803.51	3.05%
Total	**$ 33,724,930.22**	**$ 83,464.31**	
Street Fund	$ 3,239,535.71	$ 8,199.27	3.05%
E-911	388,322.71	305.62	3.05%
C.D.B.G.	64,692.31	-	0.00%
M.P.O.	96,235.00	250.03	3.05%
J.E.T.S.	169,120.74	195.15	3.05%
Non Uniform Pension Payee	1,497.53	4.14	3.05%
A&P 3% Hotel & Motel	270,457.58	571.23	3.05%
A&P 1% Hotel & Motel	199,217.13	458.15	3.05%
A&P Prepared Foods	7,109,709.66	17,137.19	3.05%
Total Other	**$ 11,538,788.37**	**$ 27,120.78**	
Grand Total	**$ 45,263,718.59**	**$ 110,585.09**	

Total year to date interest

Actual	
$	753,176.27

Budget	
$	590,615.00

Deposit Collateralization

Pledge Report - Centennial Bank

Irrevocable Letters of Credit	$	32,000,000.00	Expires 12/31/2025
Other Pledged Securites (Mkt Val)		34,842,768.74	
FDIC Insurance		250,000.00	
Total Collateralized Balances	**$**	**67,092,768.74**	

City of Jonesboro, Arkansas
Combined Sales and Use Tax Report (Cash Basis)
2025

Historical Data

Month	2025	2024	2023	2022
January	$ 3,861,933.26	$ 4,208,902.39	$ 3,856,515.15	$ 3,697,194.79
February	4,598,606.00	4,518,839.80	4,718,018.56	4,360,357.41
March	3,560,828.42	3,504,892.28	3,656,482.75	3,183,111.17
April	3,575,077.60	3,698,017.89	3,735,516.86	3,315,274.45
May	4,187,207.17	4,121,511.60	3,923,692.55	3,973,786.69
June	3,905,014.51	3,805,323.22	4,042,928.05	3,741,152.53
July	-	3,815,705.17	3,895,788.19	3,688,689.15
August	-	3,868,202.11	3,855,671.39	3,991,764.99
September	-	3,906,921.12	3,857,410.13	3,803,716.42
October	-	4,073,345.55	4,025,134.40	3,891,040.16
November	-	3,824,201.10	3,967,655.21	3,853,821.65
December	-	3,928,379.77	3,857,914.63	3,536,833.15
Totals	**$ 23,688,666.96**	**$ 47,274,242.00**	**$ 47,392,727.87**	**$ 45,036,742.56**

Comparison to Previous Periods

Month	Current	Prior	$ Variance	% Variance
January	$ 3,861,933.26	$ 4,208,902.39	$ (346,969.13)	-8.2%
February	4,598,606.00	4,518,839.80	79,766.20	1.8%
March	3,560,828.42	3,504,892.28	55,936.14	1.6%
April	3,575,077.60	3,698,017.89	(122,940.29)	-3.3%
May	4,187,207.17	4,121,511.60	65,695.57	1.6%
June	3,905,014.51	3,805,323.22	99,691.29	2.6%
July	-	N/A	N/A	N/A
August	-	N/A	N/A	N/A
September	-	N/A	N/A	N/A
October	-	N/A	N/A	N/A
November	-	N/A	N/A	N/A
December	-	N/A	N/A	N/A
Totals	**$ 23,688,666.96**	**$ 23,857,487.18**	**$ (168,820.22)**	**-0.7%**

Comparison to Budget

Month	Actual	Budget	$ Variance	% Variance
January	$ 3,861,933.26	$ 4,049,928.18	$ (187,994.92)	-4.6%
February	4,598,606.00	4,704,812.88	(106,206.88)	-2.3%
March	3,560,828.42	3,645,284.92	(84,456.50)	-2.3%
April	3,575,077.60	3,669,240.35	(94,162.75)	-2.6%
May	4,187,207.17	4,228,154.04	(40,946.87)	-1.0%
June	3,905,014.51	3,976,838.66	(71,824.15)	-1.8%
July	-	N/A	N/A	N/A
August	-	N/A	N/A	N/A
September	-	N/A	N/A	N/A
October	-	N/A	N/A	N/A
November	-	N/A	N/A	N/A
December	-	N/A	N/A	N/A
Totals	**$ 23,688,666.96**	**$ 24,274,259.04**	**$ (585,592.08)**	**-2.4%**

*The 2025 Combined budget for Sales Tax is $49,167,000

City of Jonesboro, Arkansas
City Sales and Use Tax Report (Cash Basis)
2025

Historical Data

Month	2025	2024	2023	2022
January	$ 2,138,513.99	$ 2,317,133.96	$ 2,133,729.01	$ 2,040,928.57
February	2,579,890.66	2,517,307.78	2,635,793.76	2,423,246.98
March	1,975,212.10	1,939,232.49	2,026,463.78	1,769,568.23
April	1,970,146.09	2,041,119.32	2,076,004.55	1,888,135.01
May	2,309,651.24	2,288,399.58	2,170,092.57	2,201,074.32
June	2,140,685.87	2,111,214.22	2,254,614.98	2,131,956.39
July		2,118,369.81	2,160,108.13	2,047,774.63
August		2,135,107.75	2,131,256.75	2,207,564.87
September		2,160,292.56	2,130,151.48	2,101,899.21
October		2,247,031.59	2,228,139.32	2,166,360.53
November		2,121,273.99	2,184,989.01	2,122,886.06
December		2,166,282.11	2,130,203.21	1,960,854.97
Totals	**$ 13,114,099.95**	**$ 26,162,765.16**	**$ 26,261,546.55**	**$ 25,062,249.77**

Comparison to Previous Periods

Month	Current	Prior	$ Variance	% Variance
January	$ 2,138,513.99	$ 2,317,133.96	$ (178,619.97)	-7.7%
February	2,579,890.66	2,517,307.78	62,582.88	2.5%
March	1,975,212.10	1,939,232.49	35,979.61	1.9%
April	1,970,146.09	2,041,119.32	(70,973.23)	-3.5%
May	2,309,651.24	2,288,399.58	21,251.66	0.9%
June	2,140,685.87	2,111,214.22	29,471.65	1.4%
July	-	N/A	N/A	N/A
August	-	N/A	N/A	N/A
September	-	N/A	N/A	N/A
October	-	N/A	N/A	N/A
November	-	N/A	N/A	N/A
December	-	N/A	N/A	N/A
Totals	**$ 13,114,099.95**	**$ 13,214,407.35**	**$ (100,307.40)**	**-0.8%**

Comparison to Budget

Month	Actual	Budget	$ Variance	% Variance
January	$ 2,138,513.99	$ 2,243,987.58	$ (105,473.59)	-4.7%
February	2,579,890.66	2,627,017.83	(47,127.17)	-1.8%
March	1,975,212.10	2,024,596.59	(49,384.49)	-2.4%
April	1,970,146.09	2,046,106.90	(75,960.81)	-3.7%
May	2,309,651.24	2,346,377.39	(36,726.15)	-1.6%
June	2,140,685.87	2,188,275.93	(47,590.06)	-2.2%
July	-	N/A	N/A	N/A
August	-	N/A	N/A	N/A
September	-	N/A	N/A	N/A
October	-	N/A	N/A	N/A
November	-	N/A	N/A	N/A
December	-	N/A	N/A	N/A
Totals	**$ 13,114,099.95**	**$ 13,476,362.21**	**$ (362,262.26)**	**-2.7%**

*The 2025 Budget for City Sales Tax is $27,278,218

City of Jonesboro, Arkansas
County Sales and Use Tax Report (Cash Basis)
2025

Historical Data

Month	2025	2024	2023	2022
January	$ 1,723,419.27	$ 1,891,768.43	$ 1,722,786.14	$ 1,656,266.22
February	2,018,715.34	2,001,532.02	2,082,224.80	1,937,110.43
March	1,585,616.32	1,565,659.79	1,630,018.97	1,413,542.94
April	1,604,931.51	1,656,898.57	1,659,512.31	1,427,139.44
May	1,877,555.93	1,833,112.02	1,753,599.98	1,772,712.37
June	1,764,328.64	1,694,109.00	1,788,313.07	1,609,196.14
July		1,697,335.36	1,735,680.06	1,640,914.52
August		1,733,094.36	1,724,414.64	1,784,200.12
September		1,746,628.56	1,727,258.65	1,701,817.21
October		1,826,313.96	1,796,995.08	1,724,679.63
November		1,702,927.11	1,782,666.20	1,730,935.59
December		1,762,097.66	1,727,711.42	1,575,978.18
Totals	**$ 10,574,567.01**	**$ 21,111,476.84**	**$ 21,131,181.32**	**$ 19,974,492.79**

Comparison to Previous Periods

Month	Current	Prior	$ Variance	% Variance
January	$ 1,723,419.27	$ 1,891,768.43	$ (168,349.16)	-8.9%
February	2,018,715.34	2,001,532.02	17,183.32	0.9%
March	1,585,616.32	1,565,659.79	19,956.53	1.3%
April	1,604,931.51	1,656,898.57	(51,967.06)	-3.1%
May	1,877,555.93	1,833,112.02	44,443.91	2.4%
June	1,764,328.64	1,694,109.00	70,219.64	4.1%
July	-	N/A	N/A	N/A
August	-	N/A	N/A	N/A
September	-	N/A	N/A	N/A
October	-	N/A	N/A	N/A
November	-	N/A	N/A	N/A
December	-	N/A	N/A	N/A
Totals	**$ 10,574,567.01**	**$ 10,643,079.83**	**$ (68,512.82)**	**-0.6%**

Comparison to Budget

Month	Actual	Budget	$ Variance	% Variance
January	$ 1,723,419.27	$ 1,805,940.60	$ (82,521.33)	-4.6%
February	2,018,715.34	2,077,795.05	(59,079.71)	-2.8%
March	1,585,616.32	1,620,688.33	(35,072.01)	-2.2%
April	1,604,931.51	1,623,133.46	(18,201.95)	-1.1%
May	1,877,555.93	1,881,776.66	(4,220.73)	-0.2%
June	1,764,328.64	1,788,562.73	(24,234.09)	-1.4%
July	-	N/A	N/A	N/A
August	-	N/A	N/A	N/A
September	-	N/A	N/A	N/A
October	-	N/A	N/A	N/A
November	-	N/A	N/A	N/A
December	-	N/A	N/A	N/A
Totals	**$ 10,574,567.01**	**$ 10,797,896.83**	**$ (223,329.82)**	**-2.1%**

*The 2025 Budget for County Sales Tax is $21,888,782

City of Jonesboro, Arkansas
Combined State Turnback Report (Cash Basis)
2025

Historical Data

Month	2025	2024	2023	2022
January	$ 733,915.54	$ 703,774.94	$ 722,130.46	$ 725,110.11
February	$ 641,522.03	664,698.70	659,466.69	639,323.60
March	$ 553,014.23	575,268.79	546,400.33	546,128.55
April	$ 630,471.98	614,740.56	644,691.01	628,690.16
May	$ 641,728.18	656,433.52	607,380.40	633,804.95
June	$ 665,367.15	644,692.04	646,793.33	618,379.61
July	$ -	775,499.47	851,313.69	880,833.40
August	$ -	616,409.61	609,925.44	663,025.33
September	$ -	644,063.82	660,774.12	647,169.88
October	$ -	539,555.24	645,402.15	658,112.49
November	$ -	604,855.02	605,648.19	651,637.64
December	$ -	589,908.19	623,165.05	663,991.34
Totals	**$ 3,866,019.11**	**$ 7,629,899.90**	**$ 7,823,090.86**	**$ 7,956,207.06**

Comparison to Previous Periods

Month	Current	Prior	$ Variance	% Variance
January	$ 733,915.54	$ 703,774.94	$ 30,140.60	4.3%
February	641,522.03	664,698.70	$ (23,176.67)	-3.5%
March	553,014.23	575,268.79	$ (22,254.56)	-3.9%
April	630,471.98	614,740.56	$ 15,731.42	2.6%
May	641,728.18	656,433.52	$ (14,705.34)	-2.2%
June	665,367.15	644,692.04	$ 20,675.11	3.2%
July	-	N/A	N/A	N/A
August	-	N/A	N/A	N/A
September	-	N/A	N/A	N/A
October	-	N/A	N/A	N/A
November	-	N/A	N/A	N/A
December	-	N/A	N/A	N/A
Totals	**$ 3,866,019.11**	**$ 3,859,608.55**	**$ 6,410.56**	**0.2%**

Comparison to Budget

Month	Actual	Budget	$ Variance	% Variance
January	$ 733,915.54	$ 727,730.91	$ 6,184.63	0.8%
February	641,522.03	653,016.97	$ (11,494.94)	-1.8%
March	553,014.23	565,171.52	$ (12,157.29)	-2.2%
April	630,471.98	623,608.64	$ 6,863.34	1.1%
May	641,728.18	644,901.00	$ (3,172.82)	-0.5%
June	665,367.15	640,162.29	$ 25,204.86	3.9%
July	-	N/A	N/A	N/A
August	-	N/A	N/A	N/A
September	-	N/A	N/A	N/A
October	-	N/A	N/A	N/A
November	-	N/A	N/A	N/A
December	-	N/A	N/A	N/A
Totals	**$ 3,866,019.11**	**$ 3,854,591.34**	**$ 11,427.77**	**0.3%**

*The 2025 Combined Turnback Budget is $7,925,652

City of Jonesboro, Arkansas
General Turnback Report (Cash Basis)
2025

Historical Data

Month	2025	2024	2023	2022
January	$ 158,841.75	$ 158,866.78	$ 154,090.08	$ 154,195.42
February	$ 80,488.75	80,517.41	75,733.77	75,785.70
March	$ 80,488.75	80,517.41	75,733.77	75,785.70
April	$ 80,473.83	80,517.41	75,733.77	75,785.70
May	$ 80,436.11	80,517.41	75,733.77	75,785.70
June	$ 80,321.73	80,515.22	71,867.19	75,785.70
July		220,046.27	272,670.16	272,507.08
August		64,992.77	71,016.33	63,515.60
September		80,511.59	80,527.52	75,785.70
October		80,511.59	80,527.44	75,785.70
November		80,511.59	80,527.44	75,750.67
December		80,511.59	80,527.44	75,750.67
Totals	**$ 561,050.92**	**$ 1,168,537.04**	**$ 1,194,688.68**	**$ 1,172,219.34**

Comparison to Previous Periods

Month	Current	Prior	$ Variance	% Variance
January	$ 158,841.75	$ 158,866.78	$ (25.03)	0.0%
February	80,488.75	80,517.41	$ (28.66)	0.0%
March	80,488.75	80,517.41	$ (28.66)	0.0%
April	80,473.83	80,517.41	$ (43.58)	-0.1%
May	80,436.11	80,517.41	$ (81.30)	-0.1%
June	80,321.73	80,515.22	$ (193.49)	-0.2%
July	-	N/A	N/A	N/A
August	-	N/A	N/A	N/A
September	-	N/A	N/A	N/A
October	-	N/A	N/A	N/A
November	-	N/A	N/A	N/A
December	-	N/A	N/A	N/A
Totals	**$ 561,050.92**	**$ 561,451.64**	**$ (400.72)**	**-0.1%**

Comparison to Budget

Month	Actual	Budget	$ Variance	% Variance
January	$ 158,841.75	$ 156,833.52	$ 2,008.23	1.3%
February	80,488.75	77,146.55	$ 3,342.20	4.3%
March	80,488.75	77,147.46	$ 3,341.29	4.3%
April	80,473.83	74,812.40	$ 5,661.43	7.6%
May	80,436.11	74,816.28	$ 5,619.83	7.5%
June	80,321.73	85,008.94	$ (4,687.21)	-5.5%
July	-	N/A	N/A	N/A
August	-	N/A	N/A	N/A
September	-	N/A	N/A	N/A
October	-	N/A	N/A	N/A
November	-	N/A	N/A	N/A
December	-	N/A	N/A	N/A
Totals	**$ 561,050.92**	**$ 545,765.15**	**$ 15,285.77**	**2.8%**

*The 2025 General Turnback Budget is $1,195,652

City of Jonesboro, Arkansas
Street Turnback Report (Cash Basis)
2025

Historical Data

Month	2025	2024	2023	2022
January	$ 575,073.79	$ 544,908.16	$ 568,040.38	$ 570,914.69
February	$ 561,033.28	584,181.29	583,732.92	563,537.90
March	$ 472,525.48	494,751.38	470,666.56	470,342.85
April	$ 549,998.15	534,223.15	568,957.24	552,904.46
May	$ 561,292.07	575,916.11	531,646.63	558,019.25
June	$ 585,045.42	564,176.82	574,926.14	542,593.91
July		555,453.20	578,643.53	608,326.32
August		551,416.84	538,909.11	599,509.73
September		563,552.23	580,246.60	571,384.18
October		459,043.65	564,874.71	582,326.79
November		524,343.43	525,120.75	575,886.97
December		509,396.60	542,637.61	588,240.67
Totals	**$ 3,304,968.19**	**$ 6,461,362.86**	**$ 6,628,402.18**	**$ 6,783,987.72**

Comparison to Previous Periods

Month	Current	Prior	$ Variance	% Variance
January	$ 575,073.79	$ 544,908.16	$ 30,165.63	5.5%
February	561,033.28	584,181.29	$ (23,148.01)	-4.0%
March	472,525.48	494,751.38	$ (22,225.90)	-4.5%
April	549,998.15	534,223.15	$ 15,775.00	3.0%
May	561,292.07	575,916.11	$ (14,624.04)	-2.5%
June	585,045.42	564,176.82	$ 20,868.60	3.7%
July	-	N/A	N/A	N/A
August	-	N/A	N/A	N/A
September	-	N/A	N/A	N/A
October	-	N/A	N/A	N/A
November	-	N/A	N/A	N/A
December	-	N/A	N/A	N/A
Totals	**$ 3,304,968.19**	**$ 3,298,156.91**	**$ 6,811.28**	**0.2%**

Comparison to Budget

Month	Actual	Budget	$ Variance	% Variance
January	$ 575,073.79	$ 570,897.39	$ 4,176.40	0.7%
February	561,033.28	575,870.42	(14,837.14)	-2.6%
March	472,525.48	488,024.06	(15,498.58)	-3.2%
April	549,998.15	548,796.25	1,201.90	0.2%
May	561,292.07	570,084.72	(8,792.65)	-1.5%
June	585,045.42	555,153.35	29,892.07	5.4%
July	-	N/A	N/A	N/A
August	-	N/A	N/A	N/A
September	-	N/A	N/A	N/A
October	-	N/A	N/A	N/A
November	-	N/A	N/A	N/A
December	-	N/A	N/A	N/A
Totals	**$ 3,304,968.19**	**$ 3,308,826.19**	**$ (3,858.00)**	**-0.1%**

*The 2025 Budget for Street Turnback is $6,730,000

City of Jonesboro, Arkansas
Fuel Purchases Report (Cash Basis)
2025

Comparison of Fuel Purchases vs. Prior Year

MONTH	Current Year Fuel	Previous Year Fuel	$ Variance	% Variance
January	$ 75,785.89	$ 73,436.85	$ 2,349.04	3.2%
February	84,985.42	105,302.55	(20,317.13)	-19.3%
March	138,188.00	127,484.17	10,703.83	8.4%
April	105,094.37	115,466.28	(10,371.91)	-9.0%
May	81,699.44	107,670.50	(25,971.06)	-24.1%
June	113,784.14	129,220.53	(15,436.39)	-11.9%
July	N/A	101,881.76	N/A	N/A
August	N/A	115,582.11	N/A	N/A
September	N/A	138,001.35	N/A	N/A
October	N/A	99,186.44	N/A	N/A
November	N/A	130,238.26	N/A	N/A
December	N/A	89,186.82	N/A	N/A
YTD Total	**$ 599,537.26**	**$ 1,332,657.62**	**$ (59,043.62)**	**-9.0%**

Comparison of Fuel Purchases in Gallons

MONTH	Current Year Gallons	Prior Year Gallons	Variance	% Variance
January	31,817	28,737	3,080	10.7%
February	33,732	40,903	(7,170)	-17.5%
March	53,438	46,651	6,787	14.5%
April	41,993	38,301	3,693	9.6%
May	34,022	35,957	(1,936)	-5.4%
June	47,823	46,822	1,001	2.1%
July	N/A	38,218	N/A	N/A
August	N/A	41,676	N/A	N/A
September	N/A	51,427	N/A	N/A
October	N/A	41,006	N/A	N/A
November	N/A	52,010	N/A	N/A
December	N/A	38,282	N/A	N/A
YTD Total	**242,826**	**499,987**	**5,455**	**2.3%**

Comparison of Average Price per Gallon of Fuel Purchased

	Gasoline		Diesel	
MONTH	Current Year	Prior Year	Current Year	Prior Year
January	$ 2.36	$ 2.46	$ 2.43	$ 2.82
February	2.52	2.45	2.52	2.75
March	2.64	2.70	2.50	2.81
April	2.50	3.04	2.51	2.94
May	2.38	3.04	2.49	2.81
June	2.47	2.89	2.28	2.61
July	N/A	2.65	N/A	2.73
August	N/A	2.85	N/A	2.63
September	N/A	2.75	N/A	2.53
October	N/A	2.47	N/A	2.33
November	N/A	2.52	N/A	2.46
December	N/A	2.36	N/A	2.28
YTD Average	**$ 2.48**	**$ 2.68**	**$ 2.46**	**$ 2.64**

Comparison of Fuel Purchases vs. Budget

MONTH	Actual	Budget	$ Variance	% Variance
January	$ 75,785.89	$ 128,908.33	$ (53,122.44)	-41.2%
February	84,985.42	128,908.33	(43,922.91)	-34.1%
March	138,188.00	128,908.33	9,279.67	7.2%
April	105,094.37	128,908.33	(23,813.96)	-18.5%
May	81,699.44	128,908.33	(47,208.89)	-36.6%
June	113,784.14	128,908.33	(15,124.19)	-11.7%
July	N/A	128,908.33	N/A	N/A
August	N/A	128,908.33	N/A	N/A
September	N/A	128,908.33	N/A	N/A
October	N/A	128,908.33	N/A	N/A
November	N/A	128,908.33	N/A	N/A
December	N/A	128,908.33	N/A	N/A
YTD Total	**$ 599,537.26**	**$ 1,546,900.00**	**$ (173,912.74)**	**-22.5%**

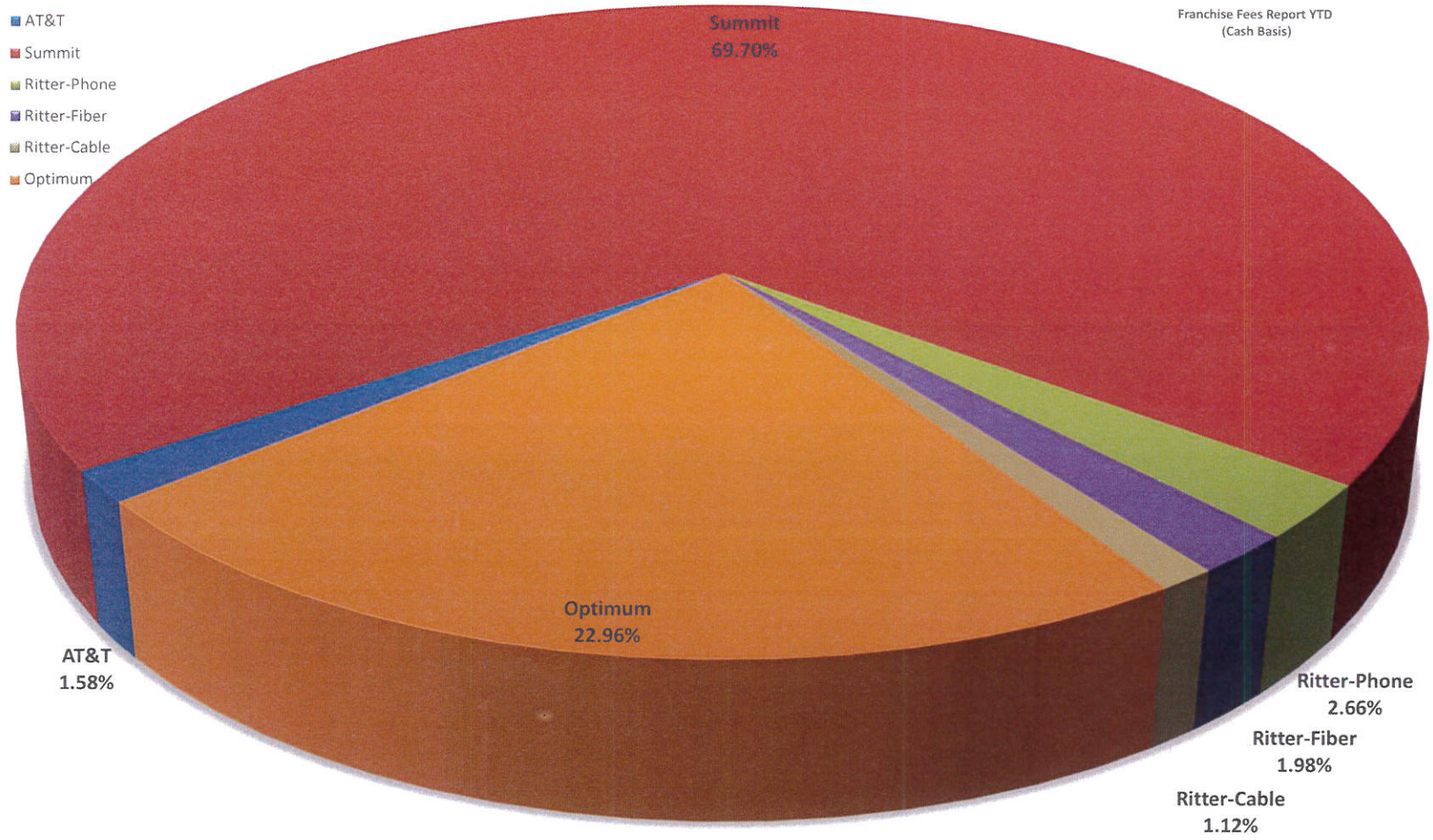
*Timing of bulk fuel purchases may cause large comparison variances

City of Jonesboro, Arkansas

Franchise Fee Tax Report

YTD 2025

Months	AT&T	Summit	Ritter-Phone	Ritter-Fiber	Ritter-Cable	Optimum	All Others	Current Year Total	Prior Year Total
January	$ 2,611.08	$ 112,711.49	$ 4,684.82	$ 3,630.97	$ 2,017.72	$ 123,867.71	$ 666.69	$ 250,190.48	$ 243,296.41
February	2,588.81	145,402.72	4,559.58	3,424.84	2,019.16	-	453.60	158,448.71	163,303.14
March	2,917.49	118,356.67	4,569.82	3,377.69	1,933.16	-	463.66	131,618.49	147,160.47
April	2,775.43	226,277.10	4,578.58	3,382.69	1,938.16	114,466.60	618.59	354,037.15	223,454.48
May	2,871.44	71,601.84	4,709.87	3,385.32	1,916.10	-	430.96	84,915.53	60,521.26
June	2,595.38	48,984.44	4,495.46	3,332.77	1,848.63	-	970.07	62,226.75	43,802.76
July	-	-	-	-	-	-	-	-	164,040.04
August	-	-	-	-	-	-	-	-	37,674.01
September	-	-	-	-	-	-	-	-	36,631.42
October	-	-	-	-	-	-	-	-	159,668.63
November	-	-	-	-	-	-	-	-	43,834.01
December	-	-	-	-	-	-	-	-	53,497.13
Totals	**$ 16,359.63**	**$ 723,334.26**	**$ 27,598.13**	**$ 20,534.28**	**$ 11,672.93**	**$ 238,334.31**	**$ 3,603.57**	**$ 1,041,437.11**	**$ 1,376,883.76**



Advertising and Promotion Funds
City of Jonesboro, Arkansas
June 2025

	Prepared Foods Fund		3% Hotel/Motel Fund		1% Hotel/Motel Fund	
	Monthly	Annual	Monthly	Annual	Monthly	Annual
Beginning Fund Balance	$ 7,110,177	$ 9,761,919	$ 203,931	$ 243,346	$ 172,240	$ 45,289
NET Prepared Foods	(17,605)	(2,786,661)				
NET 3%			62,082	67,067		
NET 1%					26,518	151,049
Event Net Activity -2025 Jonesboro Gravel			(101)	(50,231)		
Website Ad Sales			900	4,200		
Interest Earnings	17,137	134,452	571	3,001	458	2,879
Current Fund Balance	$ 7,109,709	$ 7,109,709	$ 267,383	$ 267,383	$ 199,217	$ 199,217

Prepared Foods Fund

	Monthly	YTD
Revenues	$ 501,679	$ 3,282,496
Expenses	519,284	6,069,158
NET	**$ (17,605)**	**$ (2,786,661)**

Monthly Tax Collections

January	$ 588,535	July	N/A
February	529,880	August	N/A
March	503,652	September	N/A
April	605,061	October	N/A
May	553,689	November	N/A
June	501,679	December	N/A
Total	**$ 3,282,496**		**$ 3,282,496**

3% Hotel/Motel Fund

	Monthly	YTD
Revenues	$ 79,556	$ 453,146
Expenses	17,475	386,079
NET	**$ 62,082**	**$ 67,067**

Monthly Tax Collections

January	$ 78,240	July	N/A
February	60,792	August	N/A
March	66,377	September	N/A
April	84,188	October	N/A
May	83,992	November	N/A
June	79,556	December	N/A
Total	**$ 453,146**		**$ 453,146**

1% Hotel/Motel Fund

	Monthly	YTD
Revenues	$ 26,518	$ 151,049
Exp - JMC Soccer Turf Project	-	-
NET	**$ 26,518**	**$ 151,049**

Monthly Tax Collections

January	$ 26,080	July	N/A
February	20,264	August	N/A
March	22,126	September	N/A
April	28,063	October	N/A
May	27,997	November	N/A
June	26,518	December	N/A
Total	**$ 151,049**		**$ 151,049**

Monthly & YTD Comparisons

	Monthly				YTD			
	Current Yr	Prior Yr	$ Change	% Change	Current Yr	Prior Yr	$ Change	% Change
Prepared Foods	$ 501,679	$ 529,236	$ (27,557)	-5%	$ 3,282,496	$ 3,237,420	$ 45,076	1%
3% Hotel/Motel	79,556	73,354	6,203	8%	453,146	$ 463,587	(10,441)	-2%
1% Hotel/Motel	26,518	24,642	1,876	8%	151,049	$ 154,468	(3,418)	-2%

Embassy Suites 3%

	January	February	March	April	May	June	Mid-Yr Totals
TOTALS	$ 16,168.87	$ 15,365.13	$ 17,777.31	$ 21,000.92	$ 20,400.98	$ 20,545.54	$ 111,258.75

	July	August	September	October	November	December	YTD Totals
TOTALS	N/A	N/A	N/A	N/A	N/A	N/A	$ 111,258.75

Advertising and Promotion Funds
City of Jonesboro, Arkansas
June 2025

Fund 80 - Hotel/Motel 3% Fund Expenditure

Grant Award

Payee	Description	Date	Check No.	Amount
2024 Grant Awards				
Martin Luther King Commission	MLK Day Parade	1/8/2025	159299	$ 2,500
Red Wolf Foundation	Athletic Events held in Jonesboro (2024)	2/10/2025	159660	50,000
Crowley's Ridge Cruisers	Annual Car Show	2/10/2025	159580	4,000
NEA Baptist Charitable Foundation	Annual Duck Classic	2/10/2025	159644	10,000
2025 Grant Awards				
Miss Greater Jbr Scholarship Org	Scholarship Pageant	1/8/2025	159300	$ 2,500
ASU Club Softball	Softball Tournaments and Camps	2/10/2025	159543	10,000
Jets Aquatic Club	Spring Swim Clinic	2/10/2025	159620	25,000
Jonesboro Firefighters Local 3718	Firefighters L3718 Pickle Ball Tournament	2/10/2025	159624	1,000
Delta Symphony Orchestra	Annual Program Support-Quarterly	2 @ $3,750	Various	7,500
The Foundation of Arts	Annual Program Support-Quarterly	2 @ $15,000	Various	30,000
Downtown Jonesboro Alliance	Annual Program Support-Quarterly	2 @ $6,250	Various	12,500
Hispanic Community Services	Annual Program Support-Quarterly	2 @ $3,000	Various	6,000
Phi Beta Sigma (Alumni Chapter)	PBS/Zeta Phi Beta State Meeting	3/10/2025	160029	2,500
Disc Side of Heaven	The Jonesboro Open - Disc Golf Pro Tour	3/10/2025	159980	10,000
Jonesboro Business Association	Jonesboro Crawfish Festival	3/24/2025	160211	2,500
Jonesboro University Heights Lions Club	Pickle Ball Tournament	3/24/2025	160301	1,000
Northside Jonesboro Reunion	2025 Reunion	3/24/2025	160243	2,500
Missouri Arkansas Kiwanis International	2025 Conference	3/24/2025	160231	500
Arkansas Intersholastic Cycling League	NICA Arkansas Regional Race	3/24/2025	160110	15,000
KLEK The Voice of Ark. Minority Adv. Council	Juneteenth Celebration	6/9/2025	161441	7,500
Mayor's Youth Advancement Council	Donation	6/11/2025	Transfer	500
			Total Grant Award Expense	**$ 203,000**

Administrative Expense

Payee	Description	Date	Check No.	Amount
Christy Appleton	Administrative	YTD	Check	$ 6,000
Craig Rickert	Salary+Stipend Expense (50%)	YTD	ACH	29,250
US Gov. & State of Arkansas	FICA (Employer) & Unemployment Taxes	YTD	ACH	2,378
Young Investments	Office Space	YTD	Check	3,900
Travel & Exp Reimb	Detail Available Upon Request	YTD	Check	3,842
Insurance & Licenses	Detail Available Upon Request	YTD	Check	360
Professional Services	Detail Available Upon Request	YTD	Check	15,065
Advertising & Promotion	Detail Available Upon Request	YTD	Check	1,939
Supplies	Detail Available Upon Request	YTD	Check	27
Office Supplies	Detail Available Upon Request	YTD	Check	47
Website Hosting/Maint & Design	Detail Available Upon Request	YTD	Check	7,826
A&P Misc Event Sponsorship	Detail Available Upon Request	YTD	Check	2,027
			Total Administrative Expense	**$ 72,660**

Other

Payee	Description	Date	Check No.	Amount
JHP/Embassy Suites	2024 Reimbursements (Q4)	1/22/2025	159417	$ 61,108
JHP/Embassy Suites	2025 Reimbursements (Q1)	YTD	Check	49,311
			Total Other Expense	**$ 110,419**
			Total 3% H/M Expense	**$ 386,079**

Fund 82 - Prepared Foods Fund Expenditure

Ridge Athletics Center
Professional Services

Payee	Description	Date	Check No.	Amount
Victus Advisors	Feasibility Study	1/8/2025	159292	$ 16,633
Associated Engineering LLC	Survey	YTD	Check	5,623
Waddell Cole & Jones PA	Legal Services	YTD	Check	25,478
Crafton Tull & Associates	Design Services	YTD	Check	80,941
Sports Facilities Advisory LLC	Facility Advisory Services	YTD	Check	207,000
Artents	Sports Complex Groundbreaking Event	3/24/2025	160112	1,553
City of Jonesboro	Quarterly Services Fee	YTD	Transfer	10,000
			Total Professional Services	**$ 347,228**

Lease Activities

Payee	Description	Date	Check No.	Amount
JPF Bond Trustee (Centennial Bank)	Prepaid Debt Service Reserve	4/11/2025	Transfer	$ 4,733,643
Jonesboro Public Facilities	Monthly Lease	YTD	ACH	950,000
			Total Lease Activities	**$ 5,683,643**
			Total Ridge Athletics Center Expense	**$ 6,030,871**

Administrative Expense

Payee	Description	Date	Check No.	Amount
Craig Rickert	Salary+Stipend Expense (50%)	YTD	ACH	$ 29,250
US Gov. & State of Arkansas	FICA (Employer) & Unemployment Taxes	YTD	ACH	2,238
Travel & Exp Reimb	Detail Available Upon Request	YTD	Check	2,290
Advertising & Promotion	Detail Available Upon Request	YTD	Check	601
Supplies/Meeting	Detail Available Upon Request	YTD	Check	694
Dues & Subscriptions	Detail Available Upon Request	YTD	Check	3,214
			Total Administrative Expense	**$ 38,286**
			Total Prepared Foods Expense	**$ 6,069,158**

Fund 80 - Hotel/Motel 3% Fund Event Current Year Activities

2025 Jonesboro Gravel

Expense

Payee	Description	Date	Check No.	Amount
Art Advertising, Inc	Printed Material- 500 Flyers	5/8/2025	Mesh Card	130
All Sports Productions Inc	Year 1 Support	5/8/2025	160836	50,000
Arrow Screen Printing	Promotional t-shirts for Skirmish	6/9/2025	Mesh Card	101
			Total Event Expense	**$ 50,231**
			2025 Jonesboro Gravel Net Activities	**$ (50,231)**

City of Jonesboro, Arkansas

Alcoholic Beverage Tax Comparison To Prior Year

June 2025

	January	February	March	April	May	June	6-Month Totals
TOTALS	$ 63,917.48	$ 52,519.46	$ 57,409.05	$ 63,261.68	$ 57,934.86	$ 49,794.36	$ 344,836.89

	July	August	September	October	November	December	YTD Totals
TOTALS	N/A	N/A	N/A	N/A	N/A	N/A	$ 344,836.89

	Current Year Month	Prior Year Month	$ Variance	% Variance
TOTALS	$ 49,794.36	$ 58,538.74	$ (8,744.38)	-14.9%

	YTD Current Year	YTD Previous Year	$ Variance	% Variance
TOTALS	$ 344,836.89	$ 370,254.34	$ (25,417.45)	-6.9%

Fixed Assets

Monthly Asset Report - June 2025

Asset	Purchased	Dept	Description	Orig Cost
01-101-11965	06-09-2025	02Police	2025 Ford Interceptor - Upfitted - State bid #66	65,478.58
01-101-11966	06-09-2025	02Police	2025 Ford Interceptor - Upfitted - State bid #66	65,478.58
01-101-11967	06-09-2025	02Police	2025 Ford Interceptor - Upfitted - State bid #66	65,478.58
01-101-11968	06-09-2025	02Police	2025 Ford Interceptor - Upfitted - State bid #66	65,478.58
01-101-11969	06-09-2025	02Police	2025 Ford Interceptor - Upfitted - State bid #66	65,478.58
01-101-11970	06-09-2025	02Police	2025 Ford Interceptor - Upfitted - State bid #66	65,478.58
01-101-11971	06-09-2025	02Police	2025 Ford Interceptor - Upfitted - State bid #66	65,478.58
01-101-11972	06-09-2025	02Police	2025 Ford Interceptor - Upfitted - State bid #66	65,478.58
01-101-11973	06-09-2025	02Police	2025 Ford Interceptor - Upfitted - State bid #66	65,478.58
01-101-11974	06-09-2025	02Police	2025 Ford Interceptor - Upfitted - State bid #66	65,478.58
01-101-11975	06-09-2025	02Police	2025 Ford Interceptor - Upfitted - State bid #66	65,478.58
01-101-11976	06-09-2025	02Police	2025 Ford Interceptor - Upfitted - State bid #66	65,478.58
01-101-11977	06-09-2025	02Police	2025 Ford Interceptor - Upfitted - State bid #66	65,478.58
01-101-11978	06-09-2025	02Police	2025 Ford Interceptor - Upfitted - State bid #66	65,478.58
01-101-11979	06-09-2025	02Police	2025 Ford Interceptor - Upfitted - State bid #66	65,478.58
01-101-11986	06-09-2025	02Police	Radio APX6000 XE portables w/ software	6,362.98
01-101-11987	06-09-2025	02Police	Radio APX6000 XE portables w/ software	6,362.98
01-101-11988	06-09-2025	02Police	Radio APX6000 XE portables w/ software	6,362.98
01-101-11989	06-09-2025	02Police	Radio APX6000 XE portables w/ software	6,362.98
			Police	1,007,630.62
01-102-1550	06-09-2025	03Fire	Tire Changer - Coats RC45-E rim clamp	5,421.75
01-102-1552	06-09-2025	03Fire	Wheel Balancer - Coats 1300 direct drive	5,815.60
01-102-1553	06-09-2025	03Fire	Radio APX6000 700/800 Model 2.5 portable with accessories	7,001.97
01-102-1554	06-09-2025	03Fire	Radio APX6000 700/800 Model 2.5 portable with acce	7,001.97
01-102-1555	06-09-2025	03Fire	Radio APX6000 700/800 Model 2.5 portable with acce	7,001.97
01-102-1556	06-09-2025	03Fire	Radio APX6000 700/800 Model 2.5 portable with acce	7,001.97
01-102-1557	06-09-2025	03Fire	Radio APX6000 700/800 Model 2.5 portable with acce	7,001.97
01-102-1558	06-09-2025	03Fire	Radio APX6000 700/800 Model 2.5 portable with acce	7,001.97
01-102-1559	06-23-2025	03Fire	Mower 61" KA Sparton	5,289.00
01-102-1560	06-23-2025	03Fire	Mower 61" KA Sparton	5,289.00
			Fire	63,827.17
01-110-1354	06-09-2025	10Info	Channel 24 Upgrade- Startup, CMS, Cloud Cast/Streaming, Caption	18,855.00
			Information Systems	18,855.00
07-100-2057	06-04-2025	16LndBnk	Magnolia Road Baptist Church Bld & Land	350,000.00
			Land Bank	350,000.00
03-100-2026	06-23-2025	60Sanit	GEM 5000 portable gas extraction monitor Net 30 Terms	14,727.78
			Sanitation - Administration	14,727.78

05-100-2919	06-23-2025	80Park	2025 Ford F-250 - State Bid #20 CFP	50,658.00
05-500-0045	06-23-2025	80Park	Brush Cutter for Bobcat attachments	7,407.26
			Parks - Administration	58,065.26
05-500-0044	06-23-2025	Cemetery	Track Loader Bobcat T66 T4 Cemetery Sourcewell #020223-CDC	73,922.92
			Cemetery Dept.	73,922.92
13-100-0204	06-09-2025	JETS	1) Fare Box F-24	5,050.00
13-100-0205	06-09-2025	JETS	Cart Welded Security Cart 48" x 24" x 58'	1,605.00
13-100-0206	06-09-2025	JETS	Fare Box F-1 Top Lock	3,750.00
13-100-0207	06-09-2025	JETS	Fare Box F-1 Top Lock	3,750.00
13-100-0208	06-09-2025	JETS	Fare Box F-1 Top Lock	3,750.00
13-100-0209	06-09-2025	JETS	Fare Box F-1 Top Lock	3,750.00
13-100-0210	06-09-2025	JETS	Fare Box F-1 Top Lock	3,750.00
			JET	25,405.00
Totals				1,612,433.75

Non-Uniform 401(a) Defined Contribution & 457(b) Retirement Savings Plans - Fund 21
Changes in Position
2025 Year to Date

Activity	January	February	March	April	May	June	Mid-Year
Beginning Balance	**$7,528,207.34**	**$7,620,154.95**	**$7,621,118.25**	**$7,475,320.91**	**$7,518,657.53**	**$7,828,559.96**	**$7,528,207.34**
Additions:							
Employer Contributions	32,841.94	47,332.71	31,255.48	31,074.39	30,764.11	30,277.50	203,546.13
Employee Contributions	39,160.94	56,999.01	37,844.14	37,947.01	37,638.59	37,129.86	246,719.55
Other Additions	(6,283.76)	8,291.91	9,004.45	9,692.33	8,742.70	15,386.93	44,834.56
Total Additions	***65,719.12***	***112,623.63***	***78,104.07***	***78,713.73***	***77,145.40***	***82,794.29***	***495,100.24***
Deductions:							
Plan Distributions	178,509.29	86,544.87	8,057.06	57,832.59	56,821.85	20,907.11	408,672.77
Administrative Expenses	10,767.59	2,858.60	3,224.30	10,420.26	2,349.57	3,030.40	32,650.72
Other Deductions	-	-	-	-	-	-	-
Total Deductions	***189,276.88***	***89,403.47***	***11,281.36***	***68,252.85***	***59,171.42***	***23,937.51***	***441,323.49***
Adjustments:							
Unrealized Investment Gain(Loss)	215,505.37	(22,256.86)	(212,620.05)	32,875.74	291,928.45	262,572.91	568,005.56
Other Adjustments	-	-	-	-	-	-	-
Total Adjustments	***215,505.37***	***(22,256.86)***	***(212,620.05)***	***32,875.74***	***291,928.45***	***262,572.91***	***568,005.56***
Ending Balance	***7,620,154.95***	***$7,621,118.25***	***$7,475,320.91***	***$7,518,657.53***	***$7,828,559.96***	***$8,149,989.65***	***8,149,989.65***

Activity	July	August	September	October	November	December	Y-T-D
Beginning Balance	**$8,149,989.65**	**$8,149,989.65**	**$8,149,989.65**	**$8,149,989.65**	**$8,149,989.65**	**$8,149,989.65**	**$7,528,207.34**
Additions:							
Employer Contributions							203,546.13
Employee Contributions							246,719.55
Other Additions							44,834.56
Total Additions	-	-	-	-	-	-	***495,100.24***
Deductions:							
Plan Distributions							408,672.77
Administrative Expenses							32,650.72
Other Deductions	-	-	-	-	-	-	-
Total Deductions	-	-	-	-	-	-	***441,323.49***
Total Deductions	-	-	-	-	-	-	***473,974.21***
Adjustments:							
Unrealized Investment Gain(Loss)							568,005.56
Other Adjustments	-	-	-	-	-	-	-
Total Adjustments	-	-	-	-	-	-	***568,005.56***
Ending Balance	***8,149,989.65***	***$8,149,989.65***	***$8,149,989.65***	***$8,149,989.65***	***$8,149,989.65***	***$8,149,989.65***	***$8,149,989.65***

*Effective September 2024, the 457(b) plan is now accounted for in Fund 21 reflecting the total defined contribution & retirement savings plans for Non-Uniform emp.
*The assigned Trustee is First Security Bank. The recordkeeper is Milliman, Inc.

Non-Uniform Pension Account
Changes in Position
2025 Year to Date

Activity	January	February	March	April	May	June	Mid-Year
Beginning Balance	**$10,627,421.56**	**$10,825,480.72**	**$10,843,492.15**	**$10,565,201.74**	**$10,539,479.26**	**$10,769,606.30**	**$10,627,421.56**
Additions:							
Employer Contributions	-	-	-	-	-	-	-
Other Additions	2,838.33	2,458.15	2,134.37	1,676.01	1,466.60	2,221.09	12,794.55
Total Additions	***2,838.33***	***2,458.15***	***2,134.37***	***1,676.01***	***1,466.60***	***2,221.09***	***12,794.55***
Deductions:							
Pension Benefits	42,928.50	46,885.44	44,963.94	44,963.94	45,573.29	45,348.56	270,663.67
Administrative Expenses	4,189.96	993.54	994.47	2,082.37	3,079.08	1,593.44	12,932.86
Other Deductions	-	-	-	-	-	-	-
Total Deductions	***47,118.46***	***47,878.98***	***45,958.41***	***47,046.31***	***48,652.37***	***46,942.00***	***283,596.53***
Adjustments:							
Unrealized Investment Gain(Loss)	242,339.29	63,432.26	(234,466.37)	19,647.82	277,312.81	306,384.10	674,649.91
Other Adjustments	-	-	-	-	-	-	-
Total Adjustments	***242,339.29***	***63,432.26***	***(234,466.37)***	***19,647.82***	***277,312.81***	***306,384.10***	***674,649.91***
Ending Balance	**$10,825,480.72**	**$10,843,492.15**	**$10,565,201.74**	**$10,539,479.26**	**$10,769,606.30**	**$11,031,269.49**	**$11,031,269.49**

Activity	July	August	September	October	November	December	Y-T-D
Beginning Balance	**$11,031,269.49**	**$11,031,269.49**	**$11,031,269.49**	**$11,031,269.49**	**$11,031,269.49**	**$11,031,269.49**	**$10,627,421.56**
Additions:							
Employer Contributions	-	-	-				-
Other Additions							12,794.55
Total Additions	-	-	-	-	-	-	***12,794.55***
Deductions:							-
Pension Benefits							270,663.67
Administrative Expenses							12,932.86
Other Deductions	-						-
Total Deductions	-	-	-	-	-	-	***283,596.53***
Adjustments:							
Unrealized Investment Gain(Loss)							674,649.91
Other Adjustments	-						-
Total Adjustments	-	-	-	-	-	-	***674,649.91***
Ending Balance	**$11,031,269.49**	**$11,031,269.49**	**$11,031,269.49**	**$11,031,269.49**	**$11,031,269.49**	**$11,031,269.49**	**$11,031,269.49**

*The Non-Uniform pension account is the old pension plan. Funds are managed by PRINCIPAL & STEPHENS.

City of Jonesboro
ARPA Restricted Revenue Replacement Fund Schedule
June 2025

Schedule of Appropriation		Activity
Funding	Amount	
2024 Carryover Funding	8,627,165	

Project	Appropriation	2025	Total Activity	Open PO Remaining	Remaining Amount
Demolition of 100 W. Washington	3,250,000	3,286,858	3,286,858	-	(36,858)
Mosquito Abatement	139,604		-	-	139,604
Aquatic Feature - Ridge Athletics Center	3,200,000		-	-	3,200,000
Humanitarian	500,000	121,436	121,436	378,564	-
Total	**7,089,604**	**3,408,295**	**3,408,295**	**378,564**	**3,302,746**
Unappropriated Funding	**1,537,561**				

Schedule of ARPA Replacement Restricted Fund Availability

ARPA Revenue Replacement Carryforward Funding	8,627,165
ARPA Revenue Replacement Appropriations	7,089,604
Unappropriated ARPA Revenue Replacement Funds	**1,537,561**
ARPA Revenue Replacement Appropriations	7,089,604
ARPA Revenue Replacement Expenditures	3,408,295
ARPA Revenue Replacement Open PO Remaining	378,564
Unexpended ARPA Revenue Replacement Appropriations	**3,302,746**
Unappropriated ARPA Revenue Replacement Funds	1,537,561
Unexpended ARPA Revenue Replacement Appropriations	3,302,746
Fund Balance	**4,840,307**

City of Jonesboro
Schedule of Capital Improvement Funds
June 2025

Capital Improvement Detail by Project

Department	Description	2024 Carryover	Remaining Grant/ Other	2025 Budget	Bud Amend, Contr Appr, Sch Adj	Revenue/ Donation	Total Funding	2025 Activity	Open PO Remaining	$ Remaining
General Fund Supported Projects										
Grants	University Heights Trail	**1,709,908**	316,000				**2,025,908**		13,840	**2,012,068**
	Downtown to A-State	**976,438**					**976,438**	505,694	508,424	**(37,680)**
Parks Admin	Parks Master Plan	**1,357,453**		300,000			**1,657,453**			**1,657,453**
	Parks Security Camera Upgrade	**31,745**					**31,745**	3,388		**28,357**
Softball	Field 10 Flip	**2,172**					**2,172**		10,082	**(7,910)**
Urban Parks	Various Park Improvements	**14,590**		300,000			**314,590**	125,855	9,963	**178,772**
	New Park (Pocket/Neighborhood)	**32,691**		300,000			**332,691**	11,660	306,612	**14,419**
	Dog Park & Other	-					-			-
	Northeast Park	-	1,000,000		1,129,675	100,000	**2,229,675**	432,333	243,800	**1,553,542**
CFP	Walking Trail Lights	**144,000**			51,748		**195,748**	231,116	21,562	**(56,931)**
	50 Spot Parking Lot	**381,574**					**381,574**			**381,574**
	Overlay Back Half of Loop Road	**167,385**					**167,385**			**167,385**
	Trail Spur from Entrance	**23,748**			(23,748)		-			-
JMC	Soccer Field Imp/Artificial Turf	**116,105**					**116,105**	107,701	8,404	**(0)**
	Concession Siding	**29,100**					**29,100**		29,100	-
Admin	Welcome Signs	**12,309**					**12,309**			**12,309**
Comm Ctr	Winter Wonderland	**22,253**					**22,253**	20,250		**2,003**
	Allen Park Playground	**514,823**	190,000				**704,823**	7,000	574,248	**123,575**
	Parker Park Pool	**24,970**					**24,970**	21,998		**2,972**
SSC	Shooting Range (All)	**167,661**					**167,661**		189,860	**(22,199)**
	Total General Fund Projects	**$5,728,925**	**$1,506,000**	**$900,000**	**$1,157,675**	**$100,000**	**$9,392,600**	**$1,466,995**	**$1,915,895**	**$6,009,710**
Street Fund Supported Projects										
Engineering	Misc. Drainage Projects	-		500,000			**500,000**	256,677		**243,323**
	NEA Development (NEAIDC)	-		171,250			**171,250**			**171,250**
	Misc Street Projects	**36,775**		500,000			**536,775**	153,937	383,850	**(1,012)**
	Sidewalks/Misc Concrete	-		500,000			**500,000**	357,265		**142,735**
	Cway/Prkr/Fox Mead-ROW/Util	**28,324**					**28,324**	30,774	3,940	**(6,390)**
	Railroad Maintenance	-		400,000			**400,000**	54,092	43,813	**302,095**
	AHTD100657 MLK Extension	**38,000**					**38,000**	6,321	31,679	**(0)**
	AHTD100881 Hwy 1-B Widening	**51,545**					**51,545**	10,005	41,540	**(0)**
	AHTD100879 49/I555-49/Parker	**47,741**					**47,741**		34,627	**13,114**
	Street Overlays	**324,486**		1,000,000			**1,324,486**	350,963	907,718	**65,805**
	Total Street Fund Projects	**$526,871**	**$0**	**$3,071,250**	**$0**	**$0**	**$3,598,121**	**$1,220,033**	**$1,447,167**	**$930,921**
Total Capital Improvement		**$6,255,796**	**$1,506,000**	**$3,971,250**	**$1,157,675**	**$100,000**	**$12,990,721**	**$2,687,029**	**$3,363,062**	**$6,940,630**

City of Jonesboro
Schedule of Depreciation Fund
June 2025

Overview

	General	Street	Combined
Beginning Fund Balance	$ 63,646	$ 339,472	$ 403,118
2024 Approp/25 Depr Fund	3,315,872	651,201	3,967,073
Current Yr Expenditures	(2,220,607)	(450,341)	(2,670,948)
Encumbered	(102,112)	(311,330)	(413,442)
2025 Depr Fund Balance	**$ 1,056,799**	**$ 229,003**	**$ 1,285,802**

Depreciation Detail by Department

Description	Beginning Balance	2024 Appropriation	2025 Depr Fund	2025 YTD Actual	2025 Depr Fund $ Remaining	Encumbered	2025 Depr Fund $ Available
General Fund							
Police	$ 63,646	$ 1,532,700	**$ 1,596,346**	$ 1,615,133	**$ (18,786)**	$ -	**$ (18,786)**
Fire	-	690,493	**690,493**	10,578	**679,915**	54,078	**625,837**
Inspections	-	-	**-**		**-**	-	**-**
Animal Services	-	48,034	**48,034**		**48,034**	48,034	**-**
Planning	-	-	**-**		**-**	-	**-**
Building Maintenance	-	-	**-**		**-**	-	**-**
Code Enforcement	-	79,014	**79,014**		**79,014**	-	**79,014**
Sanitation - Administration	-	-	**-**		**-**	-	**-**
Sanitation - Incinerator	-	-	**-**		**-**	-	**-**
Sanitation - Residential	-	538,821	**538,821**	606,200	**(67,379)**	-	**(67,379)**
Sanitation - Recycling	-	-	**-**		**-**	-	**-**
Parks - Administration	-	-	**-**		**-**	-	**-**
Parks - Southside	-	80,218	**80,218**	42,714	**37,504**	-	**37,504**
Parks - Urban Parks	-	125,133	**125,133**	64,162	**60,971**	-	**60,971**
Parks - Craighead Forest Park	-	64,675	**64,675**	61,582	**3,093**	-	**3,093**
Parks - Joe Mack Campbell Park	-	77,530	**77,530**	73,803	**3,727**	-	**3,727**
Mayor's Office	-	-	**-**		**-**	-	**-**
Parks - Shooting Complex	-	4,000	**4,000**	2,042	**1,958**	-	**1,958**
Parks - Sports Programs	-	35,648	**35,648**		**35,648**	-	**35,648**
Admin - Assignment	-	39,606	**39,606**		**39,606**	-	**39,606**
Insurance Claim Recovery	-	-	**-**	(255,606)	**255,606**	-	**255,606**
Total General Fund	**$ 63,646**	**$ 3,315,872**	**$ 3,379,518**	**$ 2,220,607**	**$ 1,158,911**	**$ 102,112**	**$ 1,056,799**
Street Fund							
Street	$ 339,472	$ 611,694	**$ 951,166**	$ 450,341	**$ 500,825**	$ 311,330	**$ 189,496**
Street-Engineering	-	39,507	**39,507**	-	**39,507**	-	**39,507**
Total Street Fund	**$ 339,472**	**$ 651,201**	**$ 990,673**	**$ 450,341**	**$ 540,332**	**$ 311,330**	**$ 229,003**
Total Depreciation Fund	**$ 403,118**	**$ 3,967,073**	**$ 4,370,191**	**$ 2,670,948**	**$ 1,699,243**	**$ 413,442**	**$ 1,285,802**

New Business Report
City of Jonesboro, AR
June 2025

Name	Application Date	Status	Customer #	License Type	Location	Contact Address	City. State	Zip Code	Phone	Email
1811 Pearl Air BnB	6/20/2025	Active	24885	Short Term Rental 1-9 Units	1811 Pearl Drive	800 Tom Lane	Trumann AR	72472	(870) 284-1037	morgan.turner1412@gmail.com
Angel Massage	6/10/2025	Partial	24866	Massage Therapist	1505 Marketplace Dr #B	1505 Markeplace Dr #B	Jonesboro AR	72401	(626) 620-3915	enjuanhe@gmail.com
Aroma Indian Bistro	6/2/2025	Active	24856	Restaurant-041 to 075 seats	2110 Fair Park Blvd #A	617 South 14th	Fort Smith AR	72901	(682) 244-7059	amolpadolkar89@gmail.com
Asa King Law PLC	6/13/2025	Active	24878	Attorneys	3014 Turman Dr #B	15009 Woodruff Lane	Trumann AR	72472	(870) 212-4700	asa@asaking.law
Atlas Roofing Management	6/11/2025	Active	24868	Sub-Contractor	3407 Saddle Creek Cv	3407 Saddlecreek Cv	Jonesboro AR	72404	(870) 680-7993	michael.layman4059@gmail.com
Bobbitt Construction and Concrete L	6/16/2025	Active	24879	Sub-Contractor	5485 Viney Creek Ln	PO Box 66	Harrisburg AR	72432	(870) 206-2534	bobbittconstructionconcrete@gmail.co
Braden Smith	6/30/2025	Active	24890	Sub-Contractor	2911 Dacus Lane	2911 Dacus Lane	Jonesboro AR	72401	(870) 565-0378	bradensmith71@yahoo.com
C & S Junk Hauling Service	6/17/2025	Active	24880	Service Business Not Classified	412 1/2 N Bridge	412 1/2 N Bridge St	Jonesboro AR	72401	(870) 333-3452	cordelcorey19@gmail.com
Caliber Auto Glass	6/17/2025	Active	24881	Auto Repair Shops & Garages	3921 Stadium Blvd	2941 Lake Vista Drive	Lewisville TX	75067	(469) 948-9849	licenseandpermits@caliberautoglass.cc
Core Education	6/19/2025	Active	24884	Instructor	6103 Southwest Dr.	466 Silverstone Dr	Jonesboro AR	72404	(870) 815-1380	tbrianna1204@gmail.com
Discount LED	6/6/2025	Active	24863	Adv-Poster/Painter/Neon/Mag Sig	Outside Jonesboro	11261 Harry Hines Blvd #A120	Dallas TX	75229	(682) 244-7059	permits@discountled.us
Dynamic National Roofing and Holdi	6/24/2025	Active	24886	Sub-Contractor	Outside Jonesboro	2305 Arapahoe Rd	Centennial CO	80122	(901) 410-3001	judy.middleton@dynamicnational.com
Fenix Armory	6/6/2025	Active	24865	Inventory Based Businesses	3911 Harrisburg Rd	NEA Hydraulics & Mach 3911 Hrsburg Rd	Jonesboro AR	72404	(870) 738-8656	don@neahm.com
Gaylor Electric Inc	6/5/2025	Active	24858	Sub-Contractor	Outside Jonesboro	10405 Crosspoint Blvd	Indianapolis IN	46256	(317) 843-0577	licensing@gaylor.com
Livelihood LLC	6/18/2025	Active	24883	Restaurant-031 to 040 seats	2007 E Nettleton Suite A	5405 Red Drive	Jonesboro AR	72401	(870) 662-2170	aalrahimi00@icloud.com
M & M Service Center and Towing	6/11/2025	Active	24869	Auto Repair Shops & Garages	3624 Orval Orlan Dr	3700 B Stadium Blvd	Jonesboro AR	72404	(870) 679-9710	mmservicecentertowing@gmail.com
Mart - Southwestern Books	6/5/2025	Active	24859	Peddlers/4 Month Period	Outside Jonesboro	2451 Atrium Way	Nashville TN	37214	(501) 333-4912	martlaurimaa@gmail.com
Melton Construction	6/2/2025	Active	24855	General House Builder	2700 Freedom Dr	2700 Freedom Dr	Jonesboro AR	72401	(870) 761-3077	janet_melton@yahoo.com
Momma Stacey's	6/6/2025	Active	24864	Service Business Not Classified	724 Crest	724 Crest Dr	Jonesboro AR	72401	(870) 253-9205	momma.stacey.generalstore@gmail.co
Moyer Contracting	6/6/2025	Active	24862	General Contractor	Outside City Limits	PO Box 128	Brookland AR	72417	(870) 450-5785	chris@waystowealthequity.com
Newcomb Construction Company He	6/3/2025	Active	24857	Sub-Contractor	Outside City Limits	9028 Old Military Lane	Harrisburg AR	72432	(870) 926-7153	dkwnewcomb@hotmail.com
O'Reilly Auto Parts #6861	6/11/2025	Partial	24871	Inventory Based Businesses	1536 Jaxon Dr	Tax Dept PO Box 9167	Springfield MO	65801	(417) 862-2674	businesslicense@oreillyauto.com
Protech Automotive Solutions	6/18/2025	Active	24882	Auto Repair Shops & Garages	3921 Stadium Blvd	2941 Lake Vista Drive	Lewisville TX	75067	(469) 948-9849	protechlicensing@calibercollision.com
Rauno - Southwestern Books	6/5/2025	Active	24861	Peddlers/4 Month Period	Outside Jonesboro	2451 Atrium Way	Nashville TN	37214	(501) 333-4912	raunopisa@gmail.com
Smartease LLC	6/13/2025	Active	24876	Service Business Not Classified	3308 Prestwick Cir	3308 Prestwick Cricle	Jonesboro AR	72405	(578) 430-7209	jackchase@smartease.biz
Sten - Southwestern Books	6/5/2025	Active	24860	Peddlers/4 Month Period	Outside Jonesboro	2451 Atrium Way	Nashville TN	37214	(501) 333-4912	stenmuinast@gmail.com
Summit Locations LLC	6/12/2025	Active	24872	Sub-Contractor	Outside Jonesboro	311 East Street	Gordon OH	45304	(326) 209-5472	cassondra@summitlocations.com
Supertints Legacy LLC	6/25/2025	Active	24889	Miscellaneous Occupation	3212 E Nettleton Ave	3212 E. Nettleton Ave #B	Jonesboro AR	72401	(870) 933-8468	supertintsnea@gmail.com
Taste of India	6/11/2025	Partial	24870	Restaurant-041 to 075 seats	808 S Caraway Rd	808 S. Caraway Rd	Jonesboro AR	72401	(404) 990-4687	tasteofindia72401@gmail.com
The Spot	6/13/2025	Active	24877	Beauty & Barbe Shops-Salons	2303 Stallings Lane #D1	1615 Brooke Circle	Jonesboro AR	72401	(870) 206-5212	dariussills@gmail.com
Tree Massage Relaxation	6/10/2025	Active	24867	Massage Therapist	5510 Southwest Dr #6	5510 Southwest Dr #6	Jonesboro AR	72404	(626) 438-8295	41505667hq@gmail.com
31	Total									