



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Council Agenda City Council

Tuesday, March 21, 2023

5:30 PM

Municipal Center, 300 S. Church

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

Council Chambers, Municipal Center

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

Council Chambers, Municipal Center

PUBLIC HEARING AT 5:25 P.M.

*PUBLIC HEARING REGARDING THE ABANDONMENT OF A PORTION OF
RIGHT-OF-WAY ALONG JUDY STREET IN JONESBORO, ARKANSAS AS
REQUESTED BY HALSEY REAL ESTATE HOLDINGS, LLC AND MCP
INVESTMENTS, LLC*

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

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL BY CITY CLERK APRIL LEGGETT

4. SPECIAL PRESENTATIONS

5. CONSENT AGENDA

MIN-23:024

MINUTES FOR THE CITY COUNCIL MEETING ON MARCH 7, 2023

Attachments: [CC Minutes 03072023](#)

RES-23:055

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY, FY22 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT

Sponsors: Grants, Fire Department and Finance

Attachments: [FY 2022 SAFER Budget](#)

Legislative History

3/14/23

Finance & Administration
Council Committee

Recommended to Council

RES-23:056 A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT WITH FLOCK GROUP, INC. TO PROVIDE ADDITIONAL EQUIPMENT AND SERVICES

Sponsors: Police Department and Finance

Attachments: [Flock Safety - Sole Source Letter 2023](#)
[Jonesboro PD Flock - Law Enforcement Agreement \(2\)](#)

Legislative History

3/14/23 Finance & Administration Recommended to Council
Council Committee

RES-23:057 A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF A PICKUP TRUCK FOR THE CITY OF JONESBORO

Sponsors: Finance

Attachments: [img20230313_09243108](#)

Legislative History

3/14/23 Finance & Administration Recommended to Council
Council Committee

RES-23:058 A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO WAIVE COMPETITIVE BIDDING AND ENTER INTO A CONTRACT WITH AXON ENTERPRISES, INC FOR TRAINING EQUIPMENT FOR AXON TASERS AND SUPPORTING AXON SERVICES

Sponsors: Finance and Police Department

Attachments: [Jonesboro VR Quote](#)

Legislative History

3/14/23 Finance & Administration Recommended to Council
Council Committee

RES-23:059 A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO ALLOCATE \$1,306,525 OF AMERICAN RESCUE PLAN FUNDS TO PURCHASE PUBLIC SAFETY, RADIO, ENGINEERING AND INFORMATION SYSTEMS EQUIPMENT

Sponsors: Finance, Information Systems, Streets, Sanitation, Code Enforcement, E911, Police Department, Fire Department and Engineering

Attachments: [ARPA Spring 2023 Legistar](#)

Legislative History

3/14/23 Finance & Administration Recommended to Council
Council Committee

RESOLUTIONS REMOVED FROM THE CONSENT AGENDA

RES-23:037 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO CONDEMN PROPERTY LOCATED AT: 223 Miller St. Jonesboro, AR 72401; Parcel #: 01-144181-58000; OWNER: Ronnie & Jacqueline Stanback

Sponsors: Code Enforcement

Attachments: [223 Miller Inspection Report](#)
[223 Miller Map](#)
[223 Miller Pre-Condemnation Notice Certified Daughter](#)
[223 Miller Pre-Condemnation Notice Certified Owner](#)
[223 Miller Returned Certified Pre-Condemnation Daughter](#)
[223 Miller Returned Certified Pre-Condemnation Owner](#)
[WIN 20220603 14 22 01 Pro](#)
[WIN 20220603 14 22 25 Pro](#)
[WIN 20220603 14 22 54 Pro](#)
[WIN 20220603 14 23 14 Pro](#)
[WIN 20220603 14 23 35 Pro](#)
[WIN 20220603 14 23 38 Pro](#)
[WIN 20220603 14 24 13 Pro](#)
[WIN 20220603 14 24 33 Pro](#)
[WIN 20220603 14 24 48 Pro](#)

Legislative History

2/21/23	Public Safety Council Committee	Recommended to Council
---------	------------------------------------	------------------------

RES-23:038 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS
TO CONDEMN PROPERTY LOCATED AT: 716 W Washington Ave. Jonesboro, AR
72401; Parcel #: 01-143134-17800; OWNER: HRB PROPERTIES INC

Sponsors: Code Enforcement

Attachments: [716 W Washington Map](#)
[716 W Washington Pre-Condemnation Notice Certified](#)
[716 W Washington Returned Certified Pre-Condemnation](#)
[716 W. Washington Inspection Report](#)
[WIN 20220526 15 53 19 Pro 10615289](#)
[WIN 20220526 15 53 36 Pro 10615290](#)
[WIN 20220526 15 53 42 Pro 10615291](#)
[WIN 20220526 15 53 55 Pro 10615269](#)
[WIN 20220526 15 54 04 Pro 10615272](#)
[WIN 20220526 15 54 20 Pro 10615274](#)
[WIN 20220526 15 55 00 Pro 10615276](#)
[WIN 20220526 15 55 22 Pro 10615277](#)
[WIN 20220526 15 55 49 Pro 10615279](#)
[WIN 20220526 15 56 00 Pro 10615280](#)

Legislative History

2/21/23	Public Safety Council Committee	Recommended to Council
---------	------------------------------------	------------------------

RES-23:039 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS

TO CONDEMN PROPERTY LOCATED AT: 5306 E. Nettleton Ave. Jonesboro, AR 72401; Parcel #: 01-144271-04900; OWNER: David & Gail Oesterblad

Sponsors: Code Enforcement

Attachments: [5306 E Nettleton Pre-Condemnation Notice Certified](#)

[5306 E Nettleton Returned Signature Card](#)

[5306 E Nettleton Map](#)

[5306 Nettleton Inspection Report](#)

[WIN 20210319 09 58 56 Pro](#)

[WIN 20210319 09 59 16 Pro](#)

[WIN 20210319 09 59 26 Pro](#)

[WIN 20210319 09 59 42 Pro](#)

[WIN 20210319 09 59 47 Pro](#)

[WIN 20210319 09 59 58 Pro](#)

[WIN 20210319 10 00 02 Pro](#)

[WIN 20210319 10 02 15 Pro](#)

[WIN 20210319 10 02 18 Pro](#)

Legislative History

2/21/23

Public Safety Council
Committee

Recommended to Council

6. NEW BUSINESS

ORDINANCES ON FIRST READING

ORD-23:011 AN ORDINANCE TO VACATE AND ABANDON OF A PORTION OF RIGHT-OF-WAY ALONG JUDY STREET AS REQUESTED BY HALSEY REAL ESTATE HOLDINGS, LLC AND MCP INVESTMENTS, LLC.

Attachments: [Petition](#)
[Plat](#)
[Letters](#)
[Resolution](#)

ORD-23:013 AN ORDINANCE FOR A PRIVATE CLUB PERMIT FOR UNBREAKABLE, INC., d/b/a CASA BLANCA MEXICAN GRILL TO BE LOCATED AT 3410 EAST JOHNSON AVE., SUITE C, JONESBORO, ARKANSAS

Attachments: [Unbreakable, Inc Application Redacted](#)

ORD-23:014 AN ORDINANCE FOR A PRIVATE CLUB PERMIT FOR ELM STREET CENTER, INC., d/b/a ELM STREET SPORTS CLUB TO BE LOCATED AT FIRST NATIONAL BANK ARENA, 217 OLYMPIC DR., JONESBORO, ARKANSAS

Attachments: [Elm Street Center, Inc. Application Redacted](#)
[Publication Receipt](#)

ORD-23:015 AN ORDINANCE FOR A PRIVATE CLUB PERMIT FOR AGGIE ROAD CENTER, INC., d/b/a AGGIE ROAD SPORTS CLUB TO BE LOCATED AT TOMLINSON STADIUM, 208 OLYMPIC DR., JONESBORO, ARKANSAS

Attachments: [Aggie Road Center, Inc. Application Redacted](#)
[Publication Receipt](#)

7. UNFINISHED BUSINESS

ORDINANCES ON SECOND READING

ORD-23:006 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

2/21/23	Public Safety Council Committee	Recommended to Council
3/7/23	City Council	Held at one reading

ORD-23:007 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

2/21/23	Public Safety Council Committee	Recommended to Council
3/7/23	City Council	Held at one reading

ORD-23:009 AN ORDINANCE TO AMEND THE JONESBORO CODE OF ORDINANCES TO UPDATE ADMINISTRATIVE FEES CHARGED BY THE CITY IN THE CORRECTION OF ENVIRONMENTAL DEFICIENCIES IN THE CITY OF JONESBORO

Sponsors: Code Enforcement and Finance

Legislative History

2/21/23	Public Safety Council Committee	Recommended to Council
3/7/23	City Council	Held at one reading

ORD-23:012 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 SINGLE FAMILY RESIDENTIAL AND C-3 GENERAL COMMERCIAL DISTRICT TO CR-1 COMMERCIAL RESIDENCE MIXED USE DISTRICT FOR PROPERTY LOCATED AT 4902 AND 4904 E. HIGHLAND DRIVE, JONESBORO, AR AS REQUESTED BY JEREMY BEVILL WITH FISHER ARNOLD ON BEHALF OF BRETT STROBBE

Attachments: [Rezoning Plat](#)
[Staff Summary - C.C.](#)
[Cover Letter - Rezoning](#)
[Rezoning Application Signed](#)
[Certified Mail Receipts](#)

Legislative History

3/7/23	City Council	Held at one reading
--------	--------------	---------------------

ORDINANCES ON THIRD READING

ORD-23:008 AN ORDINANCE REGARDING AN ABANDONMENT OF A PORTION OF
RIGHT-OF-WAY ALONG UNDEVELOPED BONAPARTE COVE AS REQUESTED BY
HORIZON LAND SURVEYING ON BEHALF OF CURTNER ASSET MANAGEMENT, LLC

Attachments: [signed petition.pdf](#)
[Opinion Letter](#)
[Plat & Utility Letters](#)
[resolution](#)
[Publishing Receipt](#)

Legislative History

2/21/23	City Council	Held at one reading
3/7/23	City Council	Held at second reading

8. MAYOR'S REPORTS

9. CITY COUNCIL REPORTS

10. PUBLIC COMMENTS

11. ADJOURNMENT



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: MIN-23:024

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: City Council

File Type: Minutes

MINUTES FOR THE CITY COUNCIL MEETING ON MARCH 7, 2023



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes City Council

Tuesday, March 7, 2023

5:30 PM

Municipal Center, 300 S. Church

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

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

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL BY CITY CLERK APRIL LEGGETT

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

4. SPECIAL PRESENTATIONS

[COM-23:009](#)

STATE OF THE CITY ADDRESS BY MAYOR HAROLD COPENHAVER

Attachments: [Handout 03072023](#)
[State of the City 2023-council](#)

Mayor Harold Copenhaver approached the podium and said well, good evening, Council. You know, I'm really proud to be standing before you again. Boy, it was a short time this time last year. How a year passes in a hurry. But I'm here tonight to tell you a lot of things that we've accomplished and what we have in store this year and to share some long-term goals that I think we all can get behind. But before I begin, I want to say thank you and acknowledge my wife Kathleen. She puts up with all my late nights, and she's my rock and I love you and I appreciate you very much. I also want to say thank you to the best administrative team in the State of Arkansas bar none. I'm very appreciative of the work that they do in the efforts they do for the council, for myself, and for all the citizens of this community.

So as I begin, I would like to talk about several things. One of them is the quality of life and another one you hear, quality of place. I think we all have different interpretations of what those mean. To me, that means quality of Jonesboro. Everything that creates new opportunities for living better, that's our focus at the City of Jonesboro. For some, that means fun things. For others, that means basics such as just getting to work safely and on time. Depending on your household, that can mean good schools, safe neighborhoods, good sidewalks, and good healthcare. Even the basics though aren't easy. You can look around and I've seen plenty of cities that can't cover the basics, certainly not as well as our 600+ employees at the City of Jonesboro. They serve you and me. Much of what I'll share with you this evening is a result of their hard work of the employees.

As you've looked on the slides that you've been presented behind you, some of these are accomplishments that we have done in 2022; and I want to spend a little time celebrating those, while they were victories, but I'm also going to tell you how we can make improvements. I think you saw crime statistics from the last ten years, and it shows that in most categories, Jonesboro is not significantly different than what it used to be. But, if you're like me, it feels different. I spoke last year to Rick Elliott and Assistant Chief Waterworth and I began a camera system that was the genesis of the real-time crime center. Our real-time crime center system was referenced more than 1,100 times this past year. Our investment in this is game-changing technology and we now have over 600 cameras that are perched throughout key areas in Jonesboro with dozens more on the way. In fact, you should be seeing a request for appropriation of more money from this and this system very soon. These cameras work at not only solving crime, but they educate us as well on how to better handle accident scenes and identify areas that show concern. I want to show you just one little video that illustrates how much this helps our police department solve a crime and our engineering department identify and address the problems.

This individual had fired a pistol into the air. It was notified on another street; and as you can see here, the individual is running away from that street across another residence, across another residence, and then onto the street. This happened in real time, and he was apprehended as Ms. Rachel Anderson was on the radio with our police officer and the apprehension took place. Mayor Copenhaver pulled up a different video and described it as follows. This short incident unfortunately is a very heavy concrete truck coming too fast and making a turn at the intersection. Fortunately nobody was hurt in that situation but it took twelve hours of clean up and look who's directly behind the scene. This is because we have more policing in our community. Mayor Copenhaver went on to describe a different video clip. This is an incident of where there had been a hit and run and then an accident was incurred. There's the hit and run, the assailants leave, and that is an unmarked police officer who happened to be on the scene and he chased and apprehended the suspects. Mayor Copenhaver describes the last clip including a few jokes. And this is Charles Frierson in retirement having a good time; but once again, Charles is caught. So we do enjoy seeing some of this, but more importantly, it's what it does for our community.

Before I go further, I'd like to say thank you to our bank leaders. Our community banking has always been a friend to you and me. I pitched the real-time crime center, the value to this group of individuals and banking partners in the community and this system and their commitment to our community. So far, we have received pledges and upwards of a half a million dollars over the next five years. Make no mistake, Public Safety comes with a cost. Am I not right, Chief Elliot and Chief Hamrick? But that's okay, because we all know how important it is. The work of our Police and Firefighters can be hard and sometimes dangerous; but safety is an obvious foundation for the quality of Jonesboro and I'm prepared to lobby for every dollar we need to keep safety a priority. Sometimes we forget how much our Fire Department does, and I want to talk about them in particular this time. I want to highlight a fact that they are often the first ones on the scene of an accident or an emergency. They are called firefighters, but that's only a small part of what they do. So when you hear their sirens, you can bet they are on their way to an emergency, but you can't assume it's a fire. It could be a car crash. It could be a medical issue. It could be weather, or it could even be a train derailment. So, safety is a fundamental quality of Jonesboro.

When I became Mayor, I pledged to bring competition and a choice for internet and TV service. Our recently forged partnership with Ritter Communications is a testament to our team's hard work and their willingness to invest in our community of upwards of \$45

million in the system. That is huge. That's quality of Jonesboro. That's what Jonesboro deserves. Quality of Jonesboro means great parks, ample green space and conserving natural beauty where we can. This process can't be a shoot-from-the-hip approach. Together, we recently approved a firm to create the Master Parks Plan for Jonesboro. This plan will provide a roadmap for the future, so our parks will always be some of the best places to visit in Jonesboro. I am proud of our fabulous parks and the tireless work that Director Danny Kapales and his parks team put in. I believe in our parks and I know each and every one of you do as well. This year, we are investing more than \$6 million in Capital Improvements in our parks alone including a new swimming pool in North Jonesboro, and we're planning to add more. We will reopen the old YMCA with a totally new layout. And, you can expect dog parks coming soon. But, we're not the only one investing, folks. We have developers seeing the need to provide more in minimum green space than is required. We have benevolent families helping such as the Sloan family donation of a partial property off of Strawfloor Road. It is quite possibly, if you all have seen it, some of the most beautiful land in this area. So, thanks to their charity, because it will remain intact for that purpose. I want to thank you to the A&P commissioner, Jerry Morgan, and his continued support of these chambers in his commission. We have a wonderful sports facility, and that is in the works and it'll be useful for all of us as well as hosting tournaments to bring visitors to play, eat, sleep and shop in our city. And, I want to give a special shout out to Kevin Hodges and the steering committee that is working hard to make sure we maximize our return of the investment in this facility.

Now, I want to brag on a partnership that the city has with Arkansas State University. Last year, you might remember me stating that Arkansas State and the City of Jonesboro are taking a partnership to a new level. And, among the benefits, we are already seeing a \$900,000 pledge by the University toward construction of a flyover portion of the trail connector between Arkansas State and downtown. One thing I've learned in government is that things don't always move swiftly. They are often sometimes not cohesively as well as it is in the private sector. Funding is always an issue. But we have a plan and we have made progress for this connector to be not only beautiful, but to be a critical piece of the infrastructure of non-motorized traffic to provide safe passage between two and more of our landmarks in our community. And speaking of safe passage, we continue to work on both our hard surface and soft surface trails that will serve the due purpose for access for pedestrians and self-propelled modes of traffic. So, on the subject of access, I recently attended along with several of you in this room a ribbon cutting at the Hope House. With its close proximity to the Salvation Army, Hope House staff and volunteers are able to provide a daytime resource for those with needs ranging from healthcare to showers and laundry and connecting them with job opportunities. I am happy that the city is able to support their efforts with improved sidewalk access and block grant funds to help those who want to be helped. And I am truly grateful for their dedication and mission. I am also grateful for the good work of the HUB, the Salvation Army, the Beck Center, CRDC, Hope Found, other churches, the Hispanic Center, the United Way, and many others for their shared passion for helping the underserved and I welcome their expertise in navigating this troublesome issue across the nation's face.

Our RAISE grant application was submitted last week, and I want to thank Regina Burkett and the grants team for completing this arduous task. It was wide-ranging. It's a thorough application and it's a start to link several of our Northeast Arkansas neighbors. Raising Northeast Arkansas lifts Jonesboro and that was a part of my plan in creating the Northeast Arkansas's Mayor's Caucus. It has grown now to over eight counties. As we as Mayors get together, we discuss our issues. We hear our concerns. We go together as one for our legislators. But again, it's strong for

Northeast Arkansas and Jonesboro. Also, preparing future leaders for our city enters its' third year, the Mayor's Youth Council. And, the high school students who experience this, I can tell you, they know so much more about city government and how to contribute to their own community more than they ever did before.

I would be remiss when talking about congressional delegates, not to say thank you, but I will say thank you very much for the work of Representative Rick Crawford in acquiring funds assistance for our overpass that had removed the fear and frustration of the railroad crossing in East Jonesboro. And the \$5 million for our airport runway extension is a product of the work of Senator John Boozman and his position on the U.S. Senate Committee of Appropriations. I appreciate Senator Boozman taking my phone calls and my visits. He listens to our needs. He champions them on our behalf and he knows I will be at his door this year and next year and next year. Our new Governor Sarah Sanders has already been here a couple times, and I look forward to maximizing state support in critical areas. Another issue in Jonesboro, as we continue to grow, is safety on our roads. I was happy that ARDOT broke ground last month on the Eastern Bypass. It will ease traffic on Red Wolf. It will take about three years for this project to come forth, but the investment is a little over \$60 million, but that is just a part of a \$100 million that partnered projects are slated to begin here within the next three to five years. Yes, \$100 million right here benefiting Jonesboro residents including two miles of additional lanes on Highway 351, a railroad overpass at Airport Road, an intersection overhaul of Parker Road and Southwest Drive, the widening of Harrisburg Road south of the interstate, Stadium Road widening to Caraway Road, and multiple others. So, I say thank you to the Council for the funding of STIP matches and to ARDOT Director Lori Tudor and thank you to Alec Farmer who is our own hometown State Highway Commissioner and Chairman.

We have done a lot to corral traffic on our busy streets on which our population basically can sometimes essentially double on any given day. We've taken steps to reduce speed limits. We've added officers. We've altered police shifts. We've gotten more cruisers on the streets, and we've engaged in more proactive policing, something so many Police Departments around the U.S. can only wish for. So, you are seeing the beginning, as well as a saturation work in various areas at various times. And, if you get a speeding ticket, just remember the ticket that forces someone to slow down or stay off their phone could be the reason a child's life is saved. The same goes for speed tables you see downtown. They slow traffic which is crucial. High traffic/pedestrian areas need to be safer. More are coming. We have to get safety on the road under control and every change like the above mentioned is work in that direction. In fact, over the last two budget cycles together, we have increased spending on street maintenance and sidewalks by more than 300% and funded a detailed study to better identify areas that need attention.

So, another quality of Jonesboro is response time. In the use of our 911 system, we authorized spending on new resources for our E911 employees. They now have top of the line equipment. They have the best computers, the software that allows them to see all responders to ensure that the closest to the scene are the first to respond. It is saving lives. Ronnie Sturch and his team at E911 deserve a lot of appreciation for their commitment. That said, a vast majority of calls they receive are not actual emergencies. With the United Way, we now have a 211 system that responds to those with the type of concerns that sometimes feel like emergencies—the need for a shelter, getting past a drug addiction, fear of eviction, a long list of needs. We want people to call 211 to ensure the lines are clear for 911.

More quality of Jonesboro issues include living in a clean and pleasant community.

Under the direction of Scott Roper, our Code Enforcement officers have been getting the work done. We are seeing blighted houses removed weekly, sometimes daily, and people are learning how to keep their properties clean and with the moderate restrictions that good code law requires. In the same theme, I want to take a note to say thank you to Keep Jonesboro Beautiful and Breaking Bonds Ministries as well as our Sanitation Department headed by our new Director Patrick Courtois. We no longer receive those daily phone calls about trash along our roadsides and in other neighborhoods and in our own neighborhoods. Along with our Code Enforcement and Sanitation Department, these groups have been spearheading efforts to make it easier to clean up our neighborhoods by working weekends to staff drop-off sites for bulk items. Now, I want you to know that when I travel around the state, what I hear is amazing things about what the City of Jonesboro is doing. When I attend and go to events all over the city, people who have never been here before are amazed about what a wonderful community we have. When I host guests from other places, I hear complimentary words about so many things and I suspect we often take them for granted. For instance, our downtown, our university campuses, our medical centers, our shopping and dining, our hospitality, and most importantly, our friendly way of life. As a matter of fact, we were the only city in the State of Arkansas to win three categories of the Arkansas Business Trendsetters Award this past January. That is a compliment to the workers at the city and the Chamber of Commerce because the Chamber's Workforce Development Program was deemed best in the state. I also want to say thank you to Director Bill Campbell for writing those and I think you did a great narrative. Thank you.

It's times like this that make me remember when we are in the daily grind going through our long list of to-do's that we are accomplishing good in Jonesboro at a level that isn't common in other communities throughout the state. Some people don't and won't see that and all cities face the negative mindset of a select few who oppose change in all shapes and forms. We can't let that mindset cloud all the good Jonesboro has accomplished and the bright future ahead. We are winning. Even through a pandemic, we grew. We stand better equipped now than ever before to ensure our growth in a better way. It's no secret that Jonesboro does not have the same robust budgets that other cities our size have in the state. Yet, we continue to grow. And that's because we maximize partnerships. We simply don't have enough money to do it alone. Our partnerships support everything from playing fields to parks to police, fire and groups like JEDC, Arkansas Game and Fish, ARDOT, our wonderful medical community, City Water & Light, our business and industrial leaders, banks, construction companies, civic groups, and countless local businesses. Now, I also want you to know, all of you to know, my door is open to each and every one of you, and I want to hear your concerns and ideas. I respect different opinions and while we won't always agree in the end, I will always listen, because I respect each and every one of your opinions, ideas, and most importantly, character.

So, as I wrap this up, I would like to say thank you. Thank you for the hard work and the commitment to the city and to our future. Because of our conservative balanced budget approach in my administration's first two years, we are in a financial position to finally fund projects that have been on the city's radar for years. When I stand before you next year, I look forward in talking about a new sports complex coming out of the ground, a widening of South Caraway Road, another \$2 million in sidewalks, work starting on a pedestrian overpass connection from Arkansas State to downtown, a dedicated real-time crime fighter facility, and how much fun we had celebrating Joy Fest, Barbeque Fest, Green Fest, Local Fest, Spring Fest, Foodie Fest, and Oasis Festival, and Christmas at the Park, and I don't know why we didn't call that a fest. I plan to talk about a new park in Northeast Jonesboro and about a generous donation

that will make it possible. I look forward to construction of a new fire station and funding street investments to help ensure we maintain the fastest response times. And, with your help and the help of our congressional delegates, I will talk about a RAISE grant that will provide recreational opportunities, not only for us, but also connecting some of us with our neighboring towns, and inevitably they'll become larger and closer. So we're not finished in Jonesboro. We're just getting started. We all share the same goal—a better Jonesboro, a quality Jonesboro. We continue to advance our community together. And, as we know, a set of like-minds can do great things. I look forward to working with you as a stable driving force for years to come. Quality of Jonesboro can't be accomplished alone. I need your help, your ideas, and your support, because each of you is truly what provides Jonesboro's family a quality of Jonesboro. Thank you all.

Read

5. CONSENT AGENDA

Councilmember Dr. Anthony Coleman asked that RES-23:041 concerning the jail fees be removed from the 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;Mitch Johnson;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

[MIN-23:018](#)

MINUTES FOR THE CITY COUNCIL MEETING ON FEBRUARY 21, 2023

Attachments: [CC Minutes 02212023](#)

This item was passed on the Consent Agenda.

[RES-23:036](#)

RESOLUTION AUTHORIZING THE MAYOR AND CITY ATTORNEY TO CERTIFY FOR THE CITY OF JONESBORO FOR THE 2023 ANNUAL FEDERAL TRANSIT ADMINISTRATION (FTA) CERTIFICATIONS AND ASSURANCES FOR THE JONESBORO ECONOMICAL TRANSPORTATION SYSTEM (JET)

Attachments: [Jets FY2023 C&A](#)
[Jets Sign Page FY2023C&A](#)

This item was passed on the Consent Agenda.

Enactment No: R-EN-050-2023

[RES-23:040](#)

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH ROCK SOLID TRAIL CONTRACTING, LLC FOR THE CONSTRUCTION OF THE CRAIGHEAD FOREST MOUNTAIN BIKE TRIALS

Attachments: [RockSolid_Contract_020923](#)

This item was passed on the Consent Agenda.

Enactment No: R-EN-051-2023

[RES-23:042](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 416 FORREST, JONESBORO, AR 72401, PARCEL 01-144073-28700, OWNED BY LENA KERSEY IN THE AMOUNT OF \$390

Attachments: [416 Forrest Affidavit of Statutory Lien](#)
 [416 Forrest](#)

This item was passed on the Consent Agenda.

Enactment No: R-EN-052-2023

[RES-23:043](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 501 E ALLEN, JONESBORO, AR 72401, PARCEL 01-144181-32700, OWNED BY BK & HP REAL ESTATE LLC IN THE AMOUNT OF \$165

Attachments: [501 Allen](#)
 [501 E Allen 2nd Council Letter](#)
 [501 E Allen Affidavit of Statutory Lien](#)

This item was passed on the Consent Agenda.

Enactment No: R-EN-053-2023

[RES-23:044](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 513 MARSHALL, JONESBORO, AR 72401, PARCEL 01-144171-12100, OWNED BY PRECISION PROPERTY HOLDINGS, LLC IN THE AMOUNT OF \$323

Attachments: [513 Marshall 2nd Council Letter](#)
 [513 Marshall Affidavit of Statutory Lien](#)
 [513 Marshall](#)

This item was passed on the Consent Agenda.

Enactment No: R-EN-054-2023

[RES-23:045](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 910 HOPE STREET, JONESBORO, AR 72401, PARCEL 01-144184-11700, OWNED BY LYNEAL & NELLIE MANNING IN THE AMOUNT OF \$5,297.76

Attachments: [910 Hope 2nd Council Letter](#)
 [910 Hope Affidavit of Statutory Lien](#)
 [910 Hope](#)

This item was passed on the Consent Agenda.

Enactment No: R-EN-055-2023

[RES-23:046](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1403 OAKHURST, JONESBORO, AR 72401, PARCEL 01-143133-23700, OWNED BY KEVIN & TONYA LYLES IN THE AMOUNT OF \$965

Attachments: [1403 Oakhurst Affidavit of Statutory Lien](#)
 [1403 Oakhurst](#)

This item was passed on the Consent Agenda.

Enactment No: R-EN-056-2023

[RES-23:047](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1654 W MATTHEWS, JONESBORO, AR 72401, PARCEL 01-143133-00900, OWNED BY LAMONT WADE THOMAS IN THE AMOUNT OF \$165

Attachments: [1654 W Matthews 2nd Council Letter](#)
 [1654 W Matthews Affidavit of Statutory Lien](#)
 [1654 W Matthews](#)

This item was passed on the Consent Agenda.

Enactment No: R-EN-057-2023

[RES-23:048](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 2106 COTTON STREET, JONESBORO, AR 72401, PARCEL 01-144271-20700, OWNED BY MICHAUL ROLLAND IN THE AMOUNT OF \$265

Attachments: [2106 Cotton 2nd Council Letter](#)
 [2106 Cotton Street Affidavit of Statutory Lien](#)
 [2106 Cotton](#)

This item was passed on the Consent Agenda.

Enactment No: R-EN-058-2023

[RES-23:049](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 2501 MARY JANE, JONESBORO, AR 72401, PARCEL 01-144272-24200, OWNED BY KENNETH L. AND DENA BRADWAY IN THE AMOUNT OF \$6,297.86

Attachments: [2501 Mary Jane 2nd Council Letter](#)
 [2501 Mary Jane](#)
 [2501 Mary Jane-Demo Affidavit of Statutory Lien](#)

This item was passed on the Consent Agenda.

Enactment No: R-EN-059-2023

[RES-23:050](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 3406 MEADOR, JONESBORO, AR 72401, PARCEL 01-144281-35600, OWNED BY HAZEL WATSON IN THE AMOUNT OF \$8,336.48

Attachments: [3406 Meador- A Watson 2nd Council Letter](#)
 [3406 Meador Affidavit of Statutory Lien](#)
 [3406 Meador H Watson 2nd Council Letter](#)
 [3406 Meador](#)

This item was passed on the Consent Agenda.

Enactment No: R-EN-060-2023

[RES-23:051](#) RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 3500 FAIRVIEW, JONESBORO, AR 72401, PARCEL 01-144281-43900, OWNED BY JANET M BOGAN IN THE AMOUNT OF \$215

Attachments: [3500 Fairview 2nd Council Letter](#)
 [3500 Fairview Affidavit of Statutory Lien](#)
 [3500 Fairview](#)

This item was passed on the Consent Agenda.

Enactment No: R-EN-061-2023

[RES-23:052](#) RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 4405&4407 JANICE, JONESBORO, AR 72401, PARCEL 01-144271-20300, OWNED BY CHARLES E NOELL JR. IN THE AMOUNT OF \$9,286.80

Attachments: [4405 & 4407 Janice 2nd Council Letter](#)
 [4405 & 4407 Janice](#)
 [4405&4407 Janice Affidavit of Statutory Lien](#)

This item was passed on the Consent Agenda.

Enactment No: R-EN-062-2023

[RES-23:053](#) A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO A CHANGE ORDER WITH iWORQ SYSTEMS TO INCREASE STORAGE CAPACITY.

Attachments: [Jonesboro, AR-iWorQ Data Agreement](#)

This item was passed on the Consent Agenda.

Enactment No: R-EN-063-2023

RESOLUTIONS REMOVED FROM THE CONSENT AGENDA

[RES-23:041](#) RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT TO ESTABLISH JAIL FEES BETWEEN THE CITY OF JONESBORO AND CRAIGHEAD COUNTY AND TO AMEND THE 2023 BUDGET FOR JAIL FEES

Attachments: [Scan0201](#)

Councilmember Dr. Anthony Coleman said thank you, Mayor. I did pose a question on this resolution to Mr. Richardson earlier, and I just read the response just a few moments ago. But, I think if I had the question of when I was reading the resolution, it stated a \$250,000 increase and I know if I had that question, "hey, where's that money coming from? What's happening?" I'm sure someone else probably would have had that same question. So, I would like it if Mr. Richardson could share what he shared with me via email and that response.

Chief Administrative Officer Brian Richardson approached the podium and said, I think it's a valid point that Dr. Anthony Coleman brought up that there may have been some confusion. This isn't a \$250,000 a month increase. It's about \$20,000 each month. It's about \$250,000 for the entire year. And, of course, those just come out of the general fund. Right now, I think this year, we had budgeted \$2.7 million in jail fees. We had not been told of any increases during the budgeting time. I guess they were going through some of their annual reporting and while we were finishing up the budgeting, so, we had the last two years increased by \$250,000 each year. That was a result of a prior agreement, I guess approved by council back in 2020. There was an understanding that we were behind at that time, and we're just trying to catch up with what our real costs are right now. We pay about 55% of the total invoicing for the jail if I did my figuring correctly. We've talked internally about how the last couple of years have been hard to put a real projection on exactly what the real costs are at the jail with covid restrictions and everything and that we need to take some of the normalcy of the last year going into this year as well so we can do some long-term projections about what's a fair agreement for both the city and the county and to make sure that we continue to have a well-funded jail. Mayor Copenhagen said, if I might add, Councilman, in conversations I had as well with Councilman Moore, as we move forward this year, we're going to be working with the Public Safety Committee as well as my administration and the judge and the sheriff on what we can work on legibly for moving forward. So, we'll have those numbers more locked down with what the actual fees are. This goes back for many, many years. So, we will have to get the Arkansas Municipal League involved. They will have to get their association involved as well. So, that's the conversation that we are having and we will have for this year and we'll involve our Public Safety Committee in that conversation. Dr. Anthony Coleman said, thank you. I appreciate it.

Councilmember LJ Bryant said, Mr. Richardson, you might not know this off hand, are the other cities being treated the same as far as from a percentage increase perspective? Mr. Richardson said, I can't answer that. I know that whenever you look at the daily rate reimbursement, that you kind of see each city, judge off of their number of inmates. They are paying roughly in line with the same thing that we are. I guess the bigger question that the committee and the Mayor and myself are going to research is exactly what some of those definitions are and just to make sure that we have an equitable deal for all parties involved. So, to answer your question, just looking through some of the information that was provided, it does seem like we pay about the same per inmate per day type basis that's invoiced out. But, I think that, like you said, comparison with other cities is definitely something that we need to really look into before inking a longer term deal.

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

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

Enactment No: R-EN-064-2023

6. NEW BUSINESS

RESOLUTIONS TO BE INTRODUCED

[RES-23:054](#)

A RESOLUTION TO SET A PUBLIC HEARING REGARDING THE ABANDONMENT OF A PORTION OF RIGHT-OF-WAY ALONG JUDY STREET AS REQUESTED BY HALSEY REAL ESTATE HOLDINGS, LLC AND MCP INVESTMENTS, LLC.

Attachments: [Petition](#)
 [Plat](#)
 [Letters](#)

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

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

Enactment No: R-EN-065-2023

ORDINANCES ON FIRST READING

[ORD-23:006](#)

AN ORDINANCE TO THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE

Councilmember John Street motioned, seconded by Councilmember Chris Gibson, to suspend the rules and offer ORD-23:006 by title only. All voted aye.

James Elwin Hinds, 508 Ridgecrest, approached the podium and said, now I have no problems or questions about any place that is being considered. I just want to mention something that needs to be included in where to place signs. Now, this weekend, is the first time since that speed plate was put in on Matthews that I've gone there by the hospital. I know there's been some things done to slow traffic down there and it's much needed. Before I retired, I had to cross Matthews there by the hospital four times a day, so I know it's well needed. However, there is another street that runs in front of the hospital that I had to cross more often than I did Matthews. It's called Washington Avenue. I don't know if you all are aware of this but there is not a speed sign on Washington Avenue anywhere from west of Flint until you get to the place on the east where for a short distance it's residential. Now, since the speed limit signs in both of those areas say 30 miles an hour, that's what I drive when I go through there. That seems to be a safe speed limit for that area. But, where my office was before I retired, if I looked out my window from my desk, I could see the intersection of Carson and Washington. And, there are people who went through there that seemed to think since there's no speed limit sign that the speed limit must be 55 miles an hour and it's terrible and dangerous. So, whenever looking at places to put traffic signs at some point, we need to look at maybe putting a couple of signs on each side of Washington there around St. Bernard's to slow the traffic down there some.

Councilmember Chris Gibson said, Mayor, just a thought on what he just elaborated to on the corner of Carson and Washington. I've actually got a building there at 416 East Washington too, and there are three parking spots out in front of that building. It kind of impedes the ability to see out of that intersection. So, if we're going to look at something along that corridor, that might want to be looked at too.

Held at one reading

[ORD-23:007](#)

AN ORDINANCE TO THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE

Councilmember John Street motioned, seconded by Councilmember Mitch Johnson, to suspend the rules and offer ORD-23:007 by title only. All voted aye.

Held at one reading

[ORD-23:009](#)

AN ORDINANCE TO AMEND THE JONESBORO CODE OF ORDINANCES TO UPDATE ADMINISTRATIVE FEES CHARGED BY THE CITY IN THE CORRECTION OF ENVIRONMENTAL DEFICIENCIES IN THE CITY OF JONESBORO

Councilmember John Street motioned, seconded by Councilmember Mitch Johnson, to suspend the rules and offer ORD-23:009 by title only. All voted aye.

Held at one reading

[ORD-23:012](#)

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 SINGLE FAMILY RESIDENTIAL AND C-3 GENERAL COMMERCIAL DISTRICT TO CR-1 COMMERCIAL RESIDENCE MIXED USE DISTRICT FOR PROPERTY LOCATED AT 4902 AND 4904 E. HIGHLAND DRIVE, JONESBORO, AR AS REQUESTED BY JEREMY BEVILL WITH FISHER ARNOLD ON BEHALF OF BRETT STROBBE

Attachments: [Rezoning Plat](#)
[Staff Summary - C.C.](#)
[Cover Letter - Rezoning](#)
[Rezoning Application Signed](#)
[Certified Mail Receipts](#)

Councilmember John Street motioned, seconded by Councilmember Mitch Johnson, to suspend the rules and offer ORD-23:012 by title only. All voted aye.

Held at one reading

7. UNFINISHED BUSINESS

ORDINANCES ON SECOND READING

[ORD-23:008](#)

AN ORDINANCE REGARDING AN ABANDONMENT OF A PORTION OF RIGHT-OF-WAY ALONG UNDEVELOPED BONAPARTE COVE AS REQUESTED BY HORIZON LAND SURVEYING ON BEHALF OF CURTNER ASSET MANAGEMENT, LLC

Attachments: [signed petition.pdf](#)
 [Opinion Letter](#)
 [Plat & Utility Letters](#)
 [resolution](#)
 [Publishing Receipt](#)

Held at second reading

ORDINANCES ON THIRD READING

[ORD-23:003](#)

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES, FROM R-1 TO RM-12 FOR PROPERTY LOCATED AT 804 BELT AS REQUESTED BY WESTON WAGNER

Attachments: [Staff Summary Report](#)
 [Plat](#)
 [Publication Receipt](#)
 [Petition Against Rezoning ORD-23-003](#)
 [Certified Mail Receipt](#)

Councilmember David McClain said, Mayor, I have a question; and I would love to hear from Derrel. I was watching a little bit of the MAPC meeting that discussed this, but I would like to know, so currently the property is R-1, what kind of density are we talking about? What are we looking at? Planning Director Derrel Smith approached the podium and said, Mr. McClain, currently the property is partly zoned R-3 and partly R-1. So, the R-3, he can, by right, put multi-family on that at this time. On the R-1, you need basically a minimum of 8,000 square foot per lot so it averages out just a little under six units per acre. On the R-3, you can put up to 18 units per acre on that. So, I don't have everything right in front of me, but I think he was asking for like 13 units, something like that. He could probably almost get that on the R-3 that he has now. Councilmember McClain said, okay, instead of 18, he's asking for 13? Mr. Smith said, well, that's all he has room for. It allows that per acre, but if you don't have that full acre, you can get a percentage of that 18.

Councilmember Joe Hafner said, while you're up here, I have a couple of questions. So in reviewing the MAPC meetings, Mr. Wagner said he's looking to do 18 units on the 1.71 acres. It looks like you suggested to go to RM-12, so he can still get the number of units he wanted, but it would lower the density. Mr. Smith said, correct. Councilmember Hafner said, and I believe he mentioned he was doing duplexes on this. Are duplexes considered multi-family? Mr. Smith said, yes, if you do multiples. Councilmember Hafner said, okay, so if nothing's done, he can do basically 13 units on the R-3 currently. Mr. Smith said, then he could put single family on the R-1, and whatever that acreage is, it's just a little under six units per acre is what it works out to be. Councilmember Hafner said, but is there an advantage to doing the rezoning and having it be less dense? Mr. Smith said, well, I mean I think what he's trying to do, and you'll need to actually talk to him. I'm just going by what I've heard through different meetings is that he's trying to be more consistent in what he's putting in there. Instead of mixing multi-family and single family, he's wanting to put multi-family in there. Right now, he has R-3 that he can build in and put multi-family in and all he has to do is go through the site review process. The single family, the R-1 is what he is trying to get changed so he can add some in there, but it's not really going to change the number of units or number of doors that he's going to have in there. Councilmember Hafner said, we're actually talking about three duplexes difference. Mr. Smith said, right.

Councilmember Dr. Charles Coleman said, it seems for some reason on the north side of Jonesboro, the property values are less than a lot of other places. Is there any thought about changing some of the zoning preferences because it seems like the north side has been taken advantage of quite a bit and in that particular area. This is not something personal against Mr. Wagner, but you can't hardly drive down Fisher Street to Belt Street. There's a bad curve. There's a big problem in that area period. But, would there be any consideration of looking at better studies of how to rezone the property on our side? This is just a question at this time. Planning Director Derrel Smith said, I mean, if the city was going to change the zoning, it'd have to go through a complete public hearing and then you're talking about maybe, you know, does that qualify as a taking? There's a lot of things that you'd have to consider on that if the city was going to try to change the zoning. That's why we usually leave it up to the individual property owners.

Councilmember LJ Bryant said, so basically, I've got two parcels here, right, the R-3 parcel and the R-1 parcel? So, is it fair to say that the RM-12 is really a down zone on the R-3 parcel? Planning Director Derrel Smith said I mean, it's less units per acre. It's going from 18 to 12 is what it would do.

Councilmember Chris Moore said, Derrel, could you elaborate for the council what the process would be though on the lot that is zoned R-1 in order to put what was the anticipated number of single family, five or more? Mr. Smith said, right. It's like I said, it's five point something per acre, is what it works out to be. Councilmember Moore said, so can you explain what would have to happen though to develop that as R-1? It's not just that you can put five per acre on there. Mr. Smith said, you also have to put the infrastructure. Councilmember Moore said, that is correct. Mr. Smith said, so, you'll have to put in your roads, your water, sewer, drainage. All that infrastructure would have to be included. Councilmember Moore said, that's right. Subdivision, and it would have to be replatted, so there's a big difference. So, when you say that you can put six or eight houses on there already on an R-1, and it would be the same number on the requested rezoning, that's a big difference in the development. Mr. Smith said, it also has to do with the shape of the properties too. Councilmember Moore said, that is correct. Mr. Smith said, you know, it's all about how they are going to develop it. Right now, we haven't asked for that because all we're looking at is the zoning. Councilmember Moore said, my point is that it's very advantageous to rezone the whole thing instead of replatting, putting in all the infrastructure, street. If you had R-1, you'd have to have a street, you'd have to have sidewalks, you'd have fewer dwellings there. I think somebody asked what would be the advantage or was it advantageous to request a rezoning and that's the main advantage. Councilmember Joe Hafner said, it looks like the R-1 is in the front of the property, next to the street and the R-3 is in the back. So, am I looking at that backwards? Mr. Smith said, I think that is backwards. Councilmember Hafner said, okay, then disregard my comment.

Councilmember Dr. Charles Coleman said, last time I was here, some of the individuals on the north side were asking about the paperwork that was sent out to the different residents and to the school. I've been at the house for the last couple of days sick and I received a call yesterday afternoon from the Jonesboro School District saying they haven't received any paperwork or any kind of rezoning certification or nothing. Planning Director Derrel Smith said, Mr. Coleman, this was back in June. Councilmember Dr. Charles Coleman said, well they say they couldn't find any. I've had a couple of emails telling me the same thing. So, I'm not sure what happened or didn't happen, but I wanted to make sure to bring it out that some people aren't getting the information. Then, I had another call, email and a text today about the same

information. Somewhere along the lines, people are not getting the notification of rezoning. So, that might be something we look at a little bit stronger.

Billy Brown, 814 Mays Road, said, good evening. I am here to speak specifically to this. I appreciate the discussion that's going on tonight. It's already beginning to address some of the things that I brought as a concern at our meeting two weeks ago. So, I will talk to this: conserving our R-1 zonings in the north side. So, that's been alluded to already. The R-1 zoning is that protection, that guard that we have to conserve our properties as homeowners on the north side and keep it as single family dwellings. If we began to change those R-1's and say well, okay, that's over here, but let's just change that and we can make that R-something else and we can put more stuff in there. Alright, that affects my property, especially if it's out my back door or across the street from me because it's changing those requirements such as streets. That was addressed already. If you take that R-1 zone, which is the largest section of the property and you change that to something else and you begin to put high density housing in there, it eliminates those safeguards that we have in our community such as streets, such as drainage, those other things. It overlooks that. It allows it to be okay to go in and just put a drive in there. So, we're looking to conserve R-1. If you set a precedence on that property, and if you'll look at your map, the properties north of that are R-1. You're going to set a precedence all the way to the gated community to go in and put high density housing in there. So, we oppose changing that R-1 zone. That begins to change our neighborhoods and it increases the problem with crime. So, if you're going to allow high density housing to come in and just stack in there, you might as well go ahead (and thank you for the sky cops), but just go ahead and put one up there because you're going to need one, okay. But, I think most important is that the traffic in that area is going to increase to such a degree that it's going to directly affect all of those people that live in that area. We have a family here that during the times at school, those times that the street is closed down to one way and that traffic is diverted around, it just triples, (raise your hands) it just triples their traffic down through their street. It just flows down through there, so there's a problem with that. I think that there is some discrepancy. These are the notifications. I pulled this off of Legistar. These are the notifications that were posted as evidence that property owners have been notified of this anticipated plan, this development and it is dated May 10, 2022. So, that's sometime last year that these notifications were supposedly sent out, but there's no names on there. There are no names on the receiver who they went to. That disappeared from Legistar and now we have this one and it has names written in.

City Clerk April Leggett brought up both RZ-22-09 and ORD-23:003 in Legistar. RZ-22-09 has the mail receipts with no names and ORD-23:003 has the mail receipts with names written in. Noting that nothing disappeared. The proponent had written in the names on the mail receipts when they provided them to the City Clerk's Office. Previously, the receipts provided to the Planning Department, had no names written on the receipts. Security logs can be provided.

Mr. Brown said, it's all the same handwriting, by the way, and I'm not a handwriting expert. That's why I looked around the room tonight. We visited with a lady that her family bought their home on Patrick specifically because next to her is a home, next to them is a home, next to them, and the property out back. It's R-1, and so they bought that property specifically for that reason, that it's a good location and a good place to raise their children. They play basketball in the backyard. So, we went by and visited with her. She's one of the people that you'll see on the petition that I brought in. That's Mrs. Brittany Davis and Mr. Jeremy Davis. Her name appears right here. His name is written in, Jeremy Davis. We asked them two weeks ago if they received this and they

said no. Then, we get this notice and it has their name written in. So, we asked her again yesterday, did you receive this? She said no, we didn't sign for anything. So, there are so many discrepancies going on here without the consideration for the traffic, the potential for crime. We just simply ask that this R-1 not be rezoned. Let's maintain the integrity of the properties that we have in place in Jonesboro right now and don't just set it aside because it's on the north side. Thank you. Mayor Harold Copenhaver said, thank you for your comments sir.

Scott Darwin, 807 Sylvan Hill Drive, said, good evening. I've appeared before this council 7-8 times over the last 15-20 years, each time on this very same issue. A request has been made to change R-1 to R-12 or whatever so that multiple apartments can be built. Each and every time, we have pointed out the very same answers, requests for such is going to destroy our property value, the quality of our lives. It should be obvious to you again that we do not need any more multiple family housing. North Jonesboro has been dumped on all these many years. Apartment City, of course, is the best example of that where they have a publicly posted sign in front of these houses, these apartments saying the people who live here are criminals. Beware. We don't need any more of that here in our area. We don't need it in South Jonesboro. It's an issue, as our Mayor has pointed out, we're looking at the quality of life. To put in more multiple family housing in our area would lessen the quality of our lives. So, please take this into consideration. Thank you.

Weston Wagner, 336 Natchez Drive, said, I am the current property owner and will be the builder at 804 Belt Street. I am a licensed general contractor for the State of Arkansas. I have lived here in Jonesboro my whole life. I graduated from Westside and then graduated from ASU with three degrees. I am 27 years old and I have been building in Jonesboro for going on three years now. After having a meeting with the Engineering and Inspection Departments, I learned that I'm the youngest builder in the City of Jonesboro, and I am proud of that. I focus on high-end properties. My Facebook profile is public and I post all my properties I build on there. I have emailed all City Councilmembers a link to pictures of properties that I built and I hope everyone would agree that I do build very nice, well-lit properties. At 804 Belt, I did a replat and turned two lots into one. The front half is R-3 and the back half is R-1. I am asking for a rezone for the entire property, so it is consistent with what I would like to build on the whole 1.72 acres. As it sits right now, one part of the land is .77 of an acre and is zoned R-3. Thirteen units can be placed on there. The other part of the land is .95 of an acre and is zoned R-1 and five units can be placed on there. That is a total of 18 units with how it currently sits. I can still build the same amount of doors there now no matter on the decision on rezoning. The only thing we are looking at here is a site plan. I understand 100% if I had a full R-1 lot and was requesting to turn the whole thing to multi-family that there would be valid arguments, but right now I'm just trying to get my one spot of land to have the same zoning so I can build consecutively through the full 1.72 acres. As I stated before, I would like to build nine duplexes with plenty of spacing and all one story. One of the buildings will have a garage that will be used as a storage/office. Also, in this garage area is where my camera system will be placed. Without a doubt, this camera security system is a must have. Not only do I want to be able to monitor my buildings and the activities going on day-to-day, but I also want to have it for the safety for the people who will be living there. As long as this passes, everything will be consistent in flow. If it doesn't pass, the apartments will be in the front stacked two to three stories high and the houses will be in the back. It comes down to the same amount of doors, but how do we want the site plan to look? I re-watched the last City Council meeting several times. One comment/argument that was made was the rezoning sign has been up for eight months. The dates don't lie. That is a true statement. As I stated before, I build several properties here in

Jonesboro, and after I started this, I got busy with other projects. I am a one-man show. I build new properties, manage and maintain my current rentals. Please don't hold it against me because there is no time limit on how long a person can wait after an MAPC meeting. I would not be mad at any person if they wanted to propose that there is a time limit on that, but that is something that should be known upfront and not used against me at the end. I had no intention of anyone to just get numb seeing the sign. I have just been busy. In my conclusion, we're deciding on a site plan layout. The number of doors is no longer the question since I can build the same number as it sits with or without a rezoning. Would you rather have apartments stacked at the front of the lot and houses at the back end, or rather see the full 1.72 acres be used with plenty of spacing and consistent throughout. I know how nice I want to make this. It's up to all of you to decide which site plan I am able to build. A few key takeaways that you can take on when voting to pass the request is it's the same number of doors no matter what, better spacing between all units, single story buildings, consistent flow through the whole property, and parking spaces will be close to the front door of the person's home. I am spending a lot of time and money on the north side of Jonesboro. It takes a person like me who wants to invest time and money to improve that neighborhood. I'm trying my best. Please don't hold me back. Thank you for your time. Mayor Harold Copenhagen said, thank you sir.

Mary Jane Frazier, 2001 Greensboro Road, said, I too have been here many times trying to save my property. There are so many things that you have discussed tonight, but I sit in my home and hear gunshots. Last night, I heard them. That's not safe. I don't want to hear that. I also pick up trash on my property frontage. Probably every other week, I clean it up. Greensboro Road is trashed. I know that there have been some city cleanups, but it doesn't last any time. We don't need any more traffic on Greensboro Road, which would eventually get to Belt. We don't need any more apartments. There is no need for those apartments and I am asking you to consider the safety of the whole city, not just the north side. You know, I grew up in this town. I've lived in my house 52 years. When I moved there, it was a beautiful area and apartments have destroyed my property value. There is no doubt about that. I think it's called Cedar Heights. As Scott said, there are boarded up windows, there are constantly fires going on. There is one of the cameras there, but it really hasn't helped as far as the noise that I hear coming from that direction. Once again, we don't need any more apartments. That's my wish. I hope you will consider that. Mayor Harold Copenhagen said, thank you for your comments Ms. Frazier.

Councilmember Joe Hafner said, just to clarify, to make sure I'm not confused here, whether or not we vote yes or no on this, apartments can still be built there? So, if we vote yes, they can be built? And, if we vote no, they can still be built? Correct? City Attorney Carol Duncan said, correct.

Councilmember John Street said, Mayor, I know Derrel kind of alluded to that, but it's been brought up a couple of times and that should be a fact. Did those people in that area receive a registered letter? Did they or did they not get that notification? And, I know it was considerable time and somebody talked about it last time. I do believe that is something we should address. That's a valid point. That should be corrected where you can't just run something out for eight or nine months before you bring it to Council, because even if they showed up at the MAPC, it's been quite a time. But, I do want to also mention that when MAPC passes something unanimously and nobody shows up to bring their point forward at MAPC, that's kind of negligent too. You can't just wait all of a sudden and then come to Council to oppose it. Well, you can, but it doesn't carry as much weight as if you brought something up before. And then a final thing, I guess, is what we are considering is everybody gets wrapped up about what's

going to be there and all we're talking about is rezoning. That's all we can talk about legally and Carol can affirm that. We've been through this time and time again. We cannot refuse to build apartments. I mean, there's a lot of places that I'd love to see no apartments, but we looked at that and Chris Moore was here when we worked on moratoriums and different things and it's illegal. We can't just not build apartments. I agree. We probably have enough apartments in town to last for a while, but we can't as a council say no we're not going to have any more. But, Derrel, did those folks, did they or did they not get that notification?

Planning Director Derrel Smith approached the podium and said, what we have is what was put into Legistar provided by the applicant and it is receipts from the notifications. It did not include addresses, so I don't know if they went out to the right people or not. That was put in later, but we do know that they sent out notifications. We normally will give them a list of everybody to send notifications to and then they will bring the receipts back showing that they have sent them. Councilmember Street asked, do those receipts show that they were received by them? Mr. Smith said, they don't have to be received by them. A lot of times they are never received. A lot of times they never pick them up. Councilmember Street asked, should we not have something? Mr. Smith said, there's a return receipt card saying that they've tried to do the notifications and that they weren't picked up. Councilmember John Street asked, do you think that's adequate, Carol? City Attorney Carol Duncan said, that is all our ordinances require. I don't know that...I mean, you all can look at that as a Council, and I can certainly research that, but requiring an actual signed returned receipt is going to be almost impossible in some cases. I'm not saying this one specifically, but I'm saying in some cases. Councilmember John Street said, it may be. I mean, if it's that bad of an issue that recurs that often, then maybe we should require that the developer hire someone to serve that notice to make sure that it's delivered. Planning Director Derrel Smith said, Mr. Street, I don't think this has become a problem. This hasn't been a problem in the past. I mean, you've got the notices from the post office showing that they were sent. Councilmember Street said, I think maybe too if we adjusted that time limit. Mr. Smith said, that's something we can do, but we can't do it for this. Councilmember Street said, I think that is something that we can address and we really should knock that down to a reasonable amount of time. Mayor Harold Copenhaver said, alright, thank you Council.

Councilmember Dr. Anthony Coleman said, I don't have a question for Derrel. I just wanted clarity and I don't know if it's for Derrel or even Mr. Wagner. Mr. Hafner stated that he could build apartments regardless on the front and the back right? Councilmember Hafner said, the back would be residential. Councilmember Dr. Anthony Coleman said, so the back would be residential and the front is apartments. So, I just need clarity I guess from Mr. Wagner. So, based on your statement, you said you wanted the same, but they would be multiplex apartments. Can you help me out? Mr. Weston Wagner said, yeah, so how the land is laid out is an L shape.

Councilmember Chris Moore said, Mr. Mayor, I have a point of order. We have to stop until my point of order is addressed. My point of order is we can't take into consideration the development on this property. The only issue before us is whether or not we rezone it. Mr. Wagner, in all due respect, what he wants to build has no bearing on whether or not we rezone it, so I would ask that line of question be discontinued. City Attorney Carol Duncan said, I mean, I will say that he's volunteered that information more so than us asking. Councilmember Moore said, I understand, but we have a councilman asking for particular design criteria on that, and that's not what's before us.

Mr. Wagner asked, can I word it a different way? Ms. Duncan said, you can tell us whatever you want to tell us. Mr. Wagner said, currently as the property sits, the first half which is 0.77 of an acre is zoned R-3. By R-3 standards, you can build 18 units per acre which comes to 13 point something that can be built on the first parcel of land legally as it sits right now. The second half is 0.95 of an acre, R-1, 8,000 square foot per house, 5.4 something per acre. I can legally put five houses on that back parcel which is a total of 18 units. There's no question of can I put apartments or can I not. I 100% can put apartments there. It's all a site plan layout, how I design the 18 units as we're essentially discussing. Mayor Harold Copenhaver said, thank you Mr. Wagner. I appreciate your comments.

Patti Lack, 4108 Forest Hill Road, said, you know what I'm getting from this builder and from the people here is that they are saying too many apartments. And wouldn't it be just a really wonderful suggestion from this builder to say why don't I change the whole thing to R-1 and just build houses on it? You know, we don't need the apartments. And, why can't he just go ahead and build the nice houses that he's talking about? I know that doesn't happen because that's not where the money is, but wouldn't that be a novel idea if he just switched the whole thing to R-1 and just build houses?

Councilmember Dr. Charles Coleman said, I just want to openly on the record thank Councilman Moore because he's chastised me a couple of times when I said things that shouldn't be said, but I think some of us have been here long enough to not redundantly make some of the same statements about building and what not to build. But, the second thing is that some of these people had already told me that they had already been to the MAPC and they didn't care for it. And, that's why some of them came to me because I'm one of the ward persons for that particular area. But at the same time, I'm going to go back to something I've said for years and years. Some of this information needs to be broadcasted more through the radio, through the web, through the news. I don't care how you get it to these people, but something needs to be done to put more emphasis on getting people, the community information on what's happening with the Council or the MAPC or any of these groups that are working for the city. Because, you go back to your statement a few minutes ago. I think you're doing a great job, but I think there needs just an addition without being negative toward anything you said, but there needs to be more communication from the city to the community about what's happening in the city, on the city, what's happening with our committees and our boards to make things a little bit more plain, more useful. Mayor Harold Copenhaver said, thank you for your comments.

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

Aye: 7 - Chris Gibson; David McClain; Joe Hafner; Mitch Johnson; Anthony Coleman; John Street and LJ Bryant

Nay: 5 - Brian Emison; Chris Moore; Janice Porter; Charles Coleman and Ann Williams

Enactment No: O-EN-006-2023

[ORD-23:004](#)

AN ORDINANCE AMENDING ORDINANCE NO. 2022-15 OF THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS; MODIFYING THE INTEREST RATE ON THE CITY'S TAXABLE ECONOMIC DEVELOPMENT REVENUE BONDS (COLSON CASTER PROJECT), SERIES 2022B ISSUED ON APRIL 19, 2022; AND PRESCRIBING OTHER MATTERS RELATING THERETO.

Attachments: [Ordinance Amending Ordinance No. 2022-15 \(Colson 2022\)](#)
[ORD-22-015 BONDS_Colson_Redacted](#)

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

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

Enactment No: O-EN-007-2023

[ORD-23:005](#)

AN ORDINANCE AMENDING ORDINANCES NO. 1657 AND 1717 OF THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS; CHANGING THE NAME OF THE PUBLIC FACILITIES BOARD CREATED IN SUCH ORDINANCE TO THE "CITY OF JONESBORO, ARKANSAS PUBLIC FACILITIES BOARD"; EXPANDING THE POWERS OF SAID PUBLIC FACILITIES BOARD TO INCLUDE THE ENTIRE SCOPE OF AUTHORITY AND POWERS INCLUDED IN THE PUBLIC FACILITIES BOARDS ACT; PRESCRIBING OTHER MATTERS RELATING THERETO.

Attachments: [Ordinance Amending Powers of Jonesboro Public Facilities Board](#)
[Ordinance 1717](#)
[ORD 1657](#)

Councilmember Brian Emison recused himself from this vote due to serving on this board.

Patti Lack, 4108 Forest Hill Road, approached the podium and said, you know, I know when this was up at the Finance Committee, I was listening to Joe talk about all the areas that they are going to be able to have control of, and it was kind of scary. I pulled up on Legistar all the areas that this group can be in charge of and it doesn't seem like there is a lot of limitations. I know when this was in the newspaper, it talked about this group, and I had never even heard of this group before or this committee. I went on Legistar and I looked at the groups that we have listed there. Guess what? This group isn't listed on the committee. It's not on Legistar right now. I looked on there today and there's a couple of groups that are not active, but I did not see this group. I know, Joe, you're shaking your head, but I did not see it.

****City Clerk April Leggett brought up the list of Committees/Boards on Legistar and the City of Jonesboro website. This board is listed on both sites and has been for a number of years.****

Ms. Lack said, the only thing I'm concerned about is that, you know, I talked a little bit to Brian about this group. On one side, it gives Jonesboro a chance to grow a little bit more, but this group has so much power that if we don't even know about the group, if we don't have any oversight of you guys having approval to it and they have all this power that is here. It's kind of scary because what do we elect all of you for? All of these things that they're going to be doing is what we elect you guys for, which is to oversee, to give limitations, to grant things, to approve things to give money to. And that's what the committee really is, so I'm just a little bit concerned about how much power this group has, and that no one has really heard about this group. Thank you. Mayor Harold Copenhaver said, thank you for your comments.

Michele Allgood, attorney at 100 East Huntington Avenue, approached the podium and

said, so I wanted to address, and I have tried to address some of the questions that have arisen and I've answered questions offline. And, I know that some of that has been disseminated, but I wanted to here in front of everybody try to address the different questions that have been raised. So, the first one is the Legistar, and I checked before the meeting to find this. The current members of the board are Brian Emison, James Goad, Matt Modelevsky, Steve May, and Susan Hanrahan. One of the things that the questions have related to the powers of this board. So, those powers are specifically identified in the ordinance. They replicate 14-137-111. It says that the board is authorized and empowered. So, authorized, under the law, means it has permission. Empowered means that it is a grant of authority rather than a command of its exercise. So, it has the ability to do these things, but it's not mandated, as opposed to the City Council, which under the Arkansas law, you shall establish fire districts. You shall pay for the expenses of an election. You shall take care of the supervision of your streets. So, there's a contrast here that I want to make clear. This board is reactive, not proactive. So, it can do things if it is asked. But, it can't proactively go do something. It has no regulatory or oversight authority and it does not have any eminent domain. Public facilities under the act are those undertaken by the board. It can't go take any existing facility. It can't go take over a jail. It can't go take over City Water & Light, and it can't regulate them. The projects of this board have to follow current zoning and permitting laws. It can't change anything. It would have to go through the same process when you're talking about rezoning for one of its projects. There is one exception and it has to do with procurement. Its projects don't have to go through public bidding. Consider the St. Bernard's project. That project is a public project under this act. The hospital handled that construction. It did its own bidding. Kevin was mentioned earlier. He's bidding. He's getting the best price for the hospital on their project. They don't have to go through the city process. They may have to go through different processes if they are using federal funds and some of the equipment that they are buying, you may have to specially order. I don't know how you buy an MRI, but you don't put an ad in the newspaper. The area of operation, so it says within or partly within or near the city. So, let's consider the St. Bernard's project. What that means is if St. Bernard's at the same time they were building their emergency room, they also wanted to build a clinic right outside city limits. It could have included that in this project and done that financing. The other question that was raised is there is language in the statute that specifically says that they are intended to evidence their independence, and that talks about that they do not need the supervision or regulation of city, state, or county. So I want to go back to Dr. Coleman at the Finance Committee. He suggested, could this board facilitate a homeless facility? It could, and we want that independence because if the city built the facility, if it had obligation to oversee it and be involved in that facility, then potentially the city's tax revenues could be obligated to that facility. So, that language is in there to make sure that the city's tax revenues aren't sucked into or obligated to the projects that it could finance. The final thing is with regard to the board and if somebody does something they're not supposed to. The members of this board would be subject to the same removal process as the members of any other board that is under the city.

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

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

Abstain: 1 - Brian Emison

Enactment No: O-EN-008-2023

8. MAYOR'S REPORTS

Mayor Harold Copenhagen said, Council, I am sure I'll get an applause here. I'm not going to have one this evening. But I've got to say something. I'm really excited about tomorrow, and thank you for the opportunity for allowing me to stand before you this evening, as it's very important that you see what we're doing, what we're willing to work on. Tomorrow, I'm very excited that the community is coming together and it is a sold out event for the State of the City with the Chamber of Commerce with over 600 people attending. It's the largest event ever. And, so, I want to say thank you for the work that you're doing because I'll represent you there tomorrow, unless you're attending and you want to hear it again. But, thank you. That's the end of my comments.

9. CITY COUNCIL REPORTS

Councilmember Brian Emison said, Mayor, I just want to say great job on the state of the city and look forward to hearing it again tomorrow. Also, it is a sold out event and just so everybody is aware, I do have two extra tickets at my table if anybody would like to join me. So, feel free to call me, and I appreciate everybody's hard work and thank you for everything that you do. Mayor Harold Copenhagen said, thank you.

Councilmember Chris Moore said, I have a couple of things. It became clear at the last meeting and it's clear tonight, we definitely need to decide what the timeline should be between approval at the MAPC and something being on the City Council agenda. So, I would ask the Mayor and his staff to consult with the MAPC and the City Attorney and let's come up with a fixed timeline like the Council has for reviewing that project. Second thing, and it's too late tonight, but it's painfully clear that we do not have a good grasp and understanding and/or a contract on our jail fees. I've been involved in that before the Mayor was here. This isn't his problem. It's been an ongoing deal. We've operated without a contract. We've had some verbal agreements, but it's a complex issue. You can't just take the number of days we have an inmate out there. Some we are responsible for, some we are not. There's a variety of different problems associated with that. It's going to take months to figure that out. So, I would ask the Mayor and his staff to immediately start researching it with the Municipal League and the City Attorney and all the partners involved, so that before we get to the budgeting season, which we will snap our fingers and we'll be at the end of the year, and this will be another oh, wait a minute, we need another \$250,000 to cover expenses. So, I would ask that a plan be developed that covers at least five years so that we can budget appropriately. Thank you, Mayor. Mayor Harold Copenhagen said, duly noted, thank you for your comments.

Councilmember Ann Williams said, I guess I want to express appreciation of the Police Department for the enforcement of the speed limit on Johnson. It's had a noticeable effect and I've heard from a lot of people in that area remarking upon it and expressing appreciation for that. I think the slowing has been apparent to those of us familiar with that corridor and I think others have noticed that too and appreciate it. And, one of the concerns that I have expressed before, among other things, is that there is a school bus stop there on Johnson on the south side of Johnson and kids do have to cross there at State Street in the morning before it's completely daylight. It's always been a concern of mine, so that is an additional reason why this has been beneficial, the slowing of traffic along there. I do appreciate it and the people in that area appreciate it. Mayor Harold Copenhagen said, thank you Councilmember.

Councilmember David McClain said, Mayor, I had one item I wanted to bring up or a

few items. The main thing was an email asking about the Capital Improvement carryover on different projects with Parks, Engineering, Grants, all that. Could we get an update on where we are with those that we carried over from last year? I would love to know just where we are and go from there. Mayor Harold Copenhaver said, thank you, duly noted.

Councilmember Joe Hafner mentioned that this was Colorectal Cancer Awareness Month.

Councilmember LJ Bryant said, I keep a G Doc every year of when my first mosquito is and my last mosquito, and I killed my first mosquito in my house yesterday. I've decided that as Jonesboro Northeast Arkansas residents, and I grew up in Weiner, I think we sort of have Stockholm Syndrome when it comes to mosquitos. We're working on it, I know, but I wanted to continue to bring awareness to the issue because it's unbelievable. My G Doc says my last one was last November. We're not the only people that deal with it undoubtedly and we'll never fix all of it, but man, what a problem. Mayor Harold Copenhaver said, thank you for your comments.

Councilmember John Street said, Mayor, thank you for the detailed report, you and your staff. I think you're doing an excellent job. I'm very proud to call Jonesboro home and I know a lot of other people are too. It doesn't seem like it sometimes, but I think everybody here works very hard for the best city we can possibly have. And I agree with you, we're one of the best in the state. I said it earlier, but I agree with Chris. We've got to do something about getting that time down. And if they need an extension for some emergency, that could be worked into it. You know, they could request an extension and get one, I'm sure, like most other things, but something reasonable and we won't have issues like that. And, I appreciate you very much for giving us the State of the City first. It's the first time in years since that has happened. So bless you for that. Thank you.

10. PUBLIC COMMENTS

James Elwin Hinds, 508 Ridgecrest, said, those of you who have been on the City Council for any time, which is probably all except two of you, know how important pedestrian safety is to me, which brings me to a point. There are some things that have been talked about to control traffic and all that to make it safer and I appreciate every bit of that, but you know none of that is going to matter unless both the drivers and the pedestrians know what they're supposed to do and do it. I wonder if most of the people in the City of Jonesboro know that they are supposed to stop for pedestrians in crosswalks because it has been my observation that it's not anywhere close to happening most of the time. People just totally ignore them. I wonder if there could be a public service campaign started to first educate people that they are required to stop. Also, I've stopped for pedestrians and I guess they were just there having a conversation and you couldn't tell and I hated to go on because maybe they had stopped for something and they're going to go on. If you're going to be talking on your cell phone, don't be standing at the crosswalk to do it. Anyway, both of those could get somebody killed. I think we need to start a public service campaign to get this information out about what you're supposed to do. I assume that TV and radio stations are still required to do public service time as part of their licensing. Even if they didn't, they would probably would be willing to do it. The newspaper would probably be willing to help to get people educated as to what they're supposed to do. Now, I know at some point, it's going to come to a fact that some people aren't going to listen until the police start handing out traffic tickets and giving them a little bit of a reminder. That's going to happen, but it's going to need to happen. It could save lives.

Mayor Harold Copenhaver said, thank you for your comments.

Laura Pugh, 907 Walnut Street, said, I probably should have spoken last summer because that is when it happened, but three different times mosquito sprayers lowered down over my house during the bright of the day and sprayed me. I have an autoimmune deficiency, which even if I didn't, a normal person healthy shouldn't be having mosquito spray landing on their skin. My daughter, when she was going to ASU many years ago, one of the professors were teaching their class that he said that the mosquito spray that we're using is causing reptiles and amphibians to mutate. So, that should be a concern to all of us. And, I just wondered if there's some kind of essential oil type thing because essential oils work well with many things. Peppermint oil will get the rats and mice out of your home including the squirrels out of your attic. And, so, I was wondering if there was a way that the City of Jonesboro could consider using things that were more natural that aren't chemical that were going to be causing harm to us. Mayor Harold Copenhaver said, absolutely, that is a good point. Ms. Pugh said, I was shaking my fist at the guy when he lowered down on me because I mean I was cooking out one time. The other two times, I was working out in my yard and like I said, it was early. It was still early enough. Mayor Copenhaver said so if you would, please provide us your address and we'll get with you. Thank you.

11. ADJOURNMENT

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

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

_____ **Date:** _____

Harold Copenhaver, Mayor

Attest:

_____ **Date:** _____

April Leggett, City Clerk



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-23:055

Agenda Date:

Version: 1

Status: Recommended to
Council

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY, FY22 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT

WHEREAS, applications are now being accepted for the FY22 Staffing for Adequate Fire and Emergency Response (SAFER) Grant; and,

WHEREAS, the FY22 SAFER grant has no local match requirement; and,

WHEREAS, the City of Jonesboro, AR is seeking \$570,007.05 in Federal funding for 36 months for the hiring of three full-time firefighters. This assistance will provide support for new, additional firefighters in improving staffing levels for the Jonesboro Fire Department.

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

SECTION 1: The City of Jonesboro, AR supports the submission of the FY22 SAFER Grant application for the hiring of three full-time firefighters for 36 months.

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

SECTION 3: The Grants and Community Development Department is hereby authorized by the City Council for the City of Jonesboro to submit all necessary documents for this federal programs.

1 Firefighter

	Year 1	Year 2	Year 3	Total
Base Salary	\$ 43,260.00	\$ 44,125.20	\$ 45,007.71	\$ 132,392.91
LOPFI	\$ 10,382.40	\$ 10,590.05	\$ 10,801.85	\$ 31,774.30
Group Insurance	\$ 6,890.48	\$ 6,890.48	\$ 6,890.48	\$ 20,671.44
Medicare	\$ 627.27	\$ 882.50	\$ 900.15	\$ 2,409.93
Wrks Comp	\$ 899.81	\$ 917.80	\$ 936.16	\$ 2,753.77
Total	\$ 62,059.96	\$ 63,406.04	\$ 64,536.35	\$ 190,002.35

	Year 1	Year 2	Year 3	Total
3 Firefighters	\$ 186,179.87	\$ 190,218.11	\$ 193,609.06	\$ 570,007.05



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-23:056

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 TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT WITH FLOCK GROUP, INC. TO PROVIDE ADDITIONAL EQUIPMENT AND SERVICES

WHEREAS, the City of Jonesboro, Arkansas and Flock Group, Inc. desire to enter into an agreement for Flock Group, Inc. to provide additional equipment and services for the City of Jonesboro; and

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

WHEREAS, the money for said agreement has already been allocated in the 2023 Budget.

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

SECTION ONE: The Agreement with Flock Group, Inc. to provide additional equipment and services is hereby approved with the money for the purchase and services provided in the first year to be no more than that currently allocated in the 2023 Budget. All other details of the agreement, including the equipment and scope of services to be provided, are set out in the attachment.

SECTION TWO: That the City Council in accord with the terms of A.C.A. Section 14-58-303 states that bidding in this matter is not practical and hereby waives the requirement of competitive bidding. Flock Group, Inc. is considered a sole source provider due to the need to provide services that will interact and be compatible with the existing systems in the City of Jonesboro.

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

flock safety

Sole Source Letter for Flock Safety™ ALPR Cameras and Solution

Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR Camera.

The Flock Safety ALPR camera and devices are the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:

1. Vehicle Fingerprint Technology™:

- Patented proprietary machine vision to analyze vehicle license plate, state recognition, and vehicle attributes such as color, type, make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
- Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
- Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
- Only LPR provider with "Visual Search" which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo
- Falcon Flex™: an infrastructure-free, location-flexible license plate reader camera that is easy to self install. Falcon Flex ties seamlessly into the Flock ecosystem with a small and lightweight camera with the ability to read up to 30,000 license plates and vehicle attributes on a single battery charge

2. Integrated Cloud-Software & Hardware Platform:

- Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical mass
- Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
- Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
- Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
- Utilizes motion capture to start and stop recording without the need for a reflective plate

flock safety

- Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
 - On device machine processing to limit LTE bandwidth consumption
 - Cloud storage of footage
 - Covert industrial design for minimizing visual pollution
3. Transparency & Ethical Product Design:
- One-of-a-kind “Transparency Portal” public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock system
 - Built-in integration with NCMEC to receive AMBER Alerts to find missing children
 - Privacy controls to enable certain vehicles to “opt-out” of being captured
4. Integrated Audio & Gunshot Detection:
- Natively integrated audio detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)
5. Live Video Integration:
- Ability to apply computer vision to third-party cameras using Wing™ LPR, transforming them to evidence capture devices using the same Vehicle Fingerprint technology offered on the Flock Safety Falcon™ ALPR cameras
 - Wing™ Livestream integrates live stream traffic cameras, publicly or privately owned livestream security cameras into one cloud-based situational awareness dashboard to increase response time in mission-critical incidents
 - Manage various government intelligence including ALPR, livestream cameras, CAD, automatic vehicle location (AVL) on Flock Safety’s Wing™ Suite
 - Access Wing™ Replay to unlock enhanced situational awareness with 7-day footage retention, Hot List Live Video Instant Replay, and downloadable MP4
6. Partnerships:
- Flock Safety is the only LPR provider to officially partner with AXON to be natively and directly integrated into Evidence.com
 - Flock Safety is the only LPR provider to be fully integrated into a dynamic network of Axon’s Fleet 3 mobile ALPR cameras for patrol cars and Flock Safety’s Falcon cameras
 - Access to additional cameras purchased by our HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost
-

flock safety

7. Warranty & Service:

- Lifetime maintenance and support included in subscription price
- Flock Safety is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation
- Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

Thank you,



Garrett Langley CEO, Flock Safety

FLOCK GROUP INC.
ADDITIONAL SERVICES AGREEMENT

This Agreement combined with the existing agreement referenced in **Exhibit A** describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Customer**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the terms of the previously executed agreement (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Agency: AR - Jonesboro PD Legal Entity Name:	Contact Name: Rachel Anderson
Address: 1001 S Caraway Rd. Jonesboro, Arkansas 72401	Phone: (870) 336-7289 E-Mail: randerson@jonesboro.org
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 60 months Renewal Term: 60 months	Billing Term: Payment due Net 30 per terms and conditions Billing Frequency: Annual Plan - First Year Invoiced at Signing
--	---

Sales tax will be added to all fees as applicable. **If your organization is tax exempt, please check this box: and email your Sales Tax Exemption Certificate to billing@flocksafety.com.**

Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	\$350.00	16.00	\$5,600.00

Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Flock Safety Advanced Search	\$2,500.00	1.00	\$2,500.00
Falcon	\$2,500.00	16.00	\$40,000.00

Subtotal Year 1: \$48,100.00

Subscription Term: 60 Months

Annual Recurring Total: \$42,500.00

Estimated Sales Tax: \$476.00

Total Contract Amount: \$218,100.00

By executing this Order Form, Agency represents and warrants that it has read and agrees to all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Agency: AR - Jonesboro PD

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

EXHIBIT A

This agreement is governed by the terms as set out in this attached agreement that has been previously executed by both parties.



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-23:057

Agenda Date:

Version: 1

Status: Recommended to
Council

In Control: City Council

File Type: Resolution

A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF A PICKUP TRUCK FOR THE CITY OF JONESBORO

WHEREAS, Resolution 22-194 established a City of Jonesboro Equipment Depreciation Fund for 2022 allowing for the purchase of vehicle fleet including pickup trucks for various directors; and

WHEREAS, certain vehicles are not available via state contract suppliers; and

WHEREAS, since it is unknown when these vehicle types will be available again due to supply disruptions, city staff performed extensive research throughout the region to locate comparably priced and equipped vehicles; and

WHEREAS, a comparably priced and equipped 2023 Chevrolet Silverado 1500 4WD Crew Cab, that will meet the needs of the original vehicle request, has been located for a price of \$41,950; and

WHEREAS, bidding is impractical due to the need to secure the above vehicle in stock.

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

SECTION 1: The City Council authorizes the purchase of a 2023 Chevrolet Silverado 1500, available from Fayetteville Autopark of Arkansas, for \$41,950.00.

SECTION 2: The City Council in accordance with the terms of A.C.A. Section 14-58-303 hereby waive the requirement of competitive bidding and direct the purchasing agent to purchase the above-described vehicle for the price set forth above.



Vehicle Locator

Dealer Information

CHEVROLET OF FAYETTEVILLE

1310 W SHOWROOM DR

FAYETTEVILLE, AR 72704

Phone: 479-695-7500

Fax: 501-316-5297

\$41,950⁰⁰

1GCPDAEK3PZ200864

Model Year: 2023

Make: Chevrolet

Model: 1500 Silverado

CK10543-4WD, Short Crew

PEG: 1WT-Work Truck Preferred Equipment Group

Primary Color: GAZ-Summit White

Trim: H2G-1WT-Vinyl, Jet Black, Interior Trim

Engine: L3B-Engine: 2.7L, Turbo

Transmission: MQE-8-Speed Automatic

Event Code: 5000-Delivered to Dealer

Order #: CHBF62

MSRP: \$47,780.00

Order Type: TRE-Retail Stock

Stock #: PZ200864

Inventory Status: Available

Total Cash Allowance:* \$2,250.00
(Expires on 04/03/2023)

Total Cash Allowance:* \$2,250.00
(Expires on 04/03/2023)

Additional Vehicle Information

GM Marketing Information

Vehicle Options

Chargeable Options

	MSRP
1SZ-WT VALUE PACKAGE DISCOUNT & 2.7L TURBO HIGH-OUTPUT ENGINE CREDIT	-\$2,000.00
G80-Auto Locking Differential, Rear	\$395.00
JL1-Integrated Trailer Brake Controller	\$275.00
PEB-1WT Value Package	\$1,190.00
QDV-Tires: 265/70 R17 All Terrain, Blackwall	\$200.00
R7N-Customer Choice	-\$50.00
U2K-SiriusXM Satellite Radio (subscription)	\$100.00
UE1-OnStar Communication System	\$475.00

No Cost Options

C5W-GVW Rating 7000 Lbs
FE9-Federal Emissions
GU6-Rear Axle: 3.42 Ratio
L3B-Engine: 2.7L, Turbo
MQE-8-Speed Automatic
RD6-Wheels: 17" Steel - Painted Ultra Silver

Other Options

1WT-Work Truck Preferred Equipment Group
AQQ-Keyless Remote Entry
AZ3-Seats: Front 40/20/40 Split-Bench, Full Feature
C49-Defogger, Rear Window, Electric
E63-Durabed
H2G-1WT-Vinyl, Jet Black, Interior Trim
K34-Cruise Control
PCV-1WT Convenience 1 Package
QK1-Standard Tailgate

SAF-Spare Tire Lock
UE4-Following Distance Indicator
UHX-Lane Keep Assist/Departure Warning
UKJ-Sensor, Front Pedestrian Braking

UVB-Rear Vision Camera, HD
VK3-Front License Plate Mounting Provisions

Z82-Trailer Package

AKO-Glass, Deep Tinted
AU3-Power Door Locks
BG9-Floor Covering: Rubberized Vinyl, Black

DLF-Mirrors, O/S: Power, Heated
GAZ-Summit White
IOR-Chevrolet Infotainment, 7" Color Screen
KW5-Alternator, 220 AMP
PRF-Remote Access Plan
R6Y-OPD / Focused Ordering Configuration Not Desired
TQ5-Headlamps, IntelliBeam
UEU-Sensor, Forward Collision Alert
UHY-Automatic Emergency Braking
UQF-Speaker System: Standard Sound System
V76-Recovery Hooks
XCQ-Tire, Spare: 265/70 R17 All Season, Blackwall

"~" indicates vehicle belongs to Trading Partner's inventory

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.
Cash Allowance is calculated based on your dealer's Zip Code. Customer must take delivery by 04/03/2023.



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-23:058

Agenda Date:

Version: 1

Status: Recommended to
Council

In Control: City Council

File Type: Resolution

A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO WAIVE COMPETITIVE BIDDING AND ENTER INTO A CONTRACT WITH AXON ENTERPRISES, INC FOR TRAINING EQUIPMENT FOR AXON TASERS AND SUPPORTING AXON SERVICES

WHEREAS, the City of Jonesboro Police Department has a need to ensure officers are properly trained with taser equipment; and

WHEREAS, the City of Jonesboro is currently under contract with AXON for taser equipment; and

WHEREAS, competitive bidding is not practical due to AXON virtual reality training equipment being the sole training source for AXON brand tasers; and

WHEREAS, the City Council in accordance with the terms of A.C.A. Section 14-58-303 hereby waives the requirement of competitive bidding since the purchase is an only source.

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

SECTION ONE: That the City Council in accordance with the terms of A.C.A. Section 14-58-303 hereby waives the requirement of competitive bidding since the purchase is an only source.

SECTION TWO: The City of Jonesboro will enter into a contract with AXON Enterprises, Inc. for taser equipment training.

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



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

Q-410587-44977.796MM

Issued: 02/20/2023

Quote Expiration: 03/10/2023

Estimated Contract Start Date: 04/01/2023

Account Number: 106758

Payment Terms: N30

Delivery Method:

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

SALES REPRESENTATIVE	PRIMARY CONTACT
Erin Perkins Phone: 4055191787 Email: eperkins@axon.com Fax:	Karen Oldham Phone: 870-935-5562 (4696) Email: kjoldham@jonesboro.org Fax: --

Quote Summary

Program Length	60 Months
TOTAL COST	\$240,795.00
ESTIMATED TOTAL W/ TAX	\$260,911.95

Discount Summary

Average Savings Per Year	\$19,723.90
TOTAL SAVINGS	\$98,619.52

Payment Summary

Date	Subtotal	Tax	Total
Mar 2023	\$48,159.00	\$4,023.39	\$52,182.39
Mar 2024	\$48,159.00	\$4,023.39	\$52,182.39
Mar 2025	\$48,159.00	\$4,023.39	\$52,182.39
Mar 2026	\$48,159.00	\$4,023.39	\$52,182.39
Mar 2027	\$48,159.00	\$4,023.39	\$52,182.39
Total	\$240,795.00	\$20,116.95	\$260,911.95

Quote Unbundled Price:	\$339,414.52
Quote List Price:	\$340,480.12
Quote Subtotal:	\$240,795.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
TapHeadset	VR Headset TAP Bundle	10	60	\$40.12	\$41.38	\$0.00	\$0.00	\$0.00	\$0.00
TapTablet	VR Tablet TAP Bundle	4	60	\$22.10	\$23.39	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Hardware									
20378	HTC FOCUS 3 VR HEADSET	10			\$1,935.00	\$0.00	\$0.00	\$0.00	\$0.00
VRCK	VR Controller Kit	4			\$2,434.63	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
20370	FULL VR TASER 7 ADD-ON USER ACCESS	230	60		\$20.00	\$17.15	\$236,670.00	\$20,116.95	\$256,786.95
A la Carte Services									
20379	VR 1-DAY SERVICE	1			\$4,950.00	\$4,125.00	\$4,125.00	\$0.00	\$4,125.00
Total							\$240,795.00	\$20,116.95	\$260,911.95

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
VR Controller Kit	100126	AXON VR TACTICAL BAG	4	03/01/2023
VR Controller Kit	100186	HTC FOCUS 3 WRIST TRACKER	8	03/01/2023
VR Controller Kit	20296	SAMSUNG S7+ TABLET FOR VR SIMULATOR	4	03/01/2023
VR Controller Kit	20297	SAMSUNG S7+ TABLET CASE FOR VR SIMULATOR	4	03/01/2023
VR Controller Kit	20298	VR-ENABLED SIRT 115C CONTROLLER	4	03/01/2023
VR Controller Kit	22196	TASER 7 VR CARTRIDGE, STANDOFF (3.5-DEGREE)	8	03/01/2023
VR Controller Kit	22197	TASER 7 VR CARTRIDGE, CLOSE-QUARTERS (12-DEGREE)	8	03/01/2023
A la Carte	20378	HTC FOCUS 3 VR HEADSET	10	03/01/2023
VR Headset TAP Bundle	20373	VIRTUAL REALITY HEADSET REFRESH ONE	10	09/01/2025
VR Tablet TAP Bundle	100210	VIRTUAL REALITY TABLET REFRESH ONE	4	09/01/2025

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	20370	FULL VR TASER 7 ADD-ON USER ACCESS	230	04/01/2023	03/31/2028

Services

Bundle	Item	Description	QTY
A la Carte	20379	VR 1-DAY SERVICE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
VR Headset TAP Bundle	100197	HTC FOCUS 3 VR HEADSET - WARRANTY	10	03/01/2024	03/31/2028
VR Tablet TAP Bundle	100213	VIRTUAL REALITY TABLET - HARDWARE WARRANTY	4	03/01/2024	03/31/2028

Payment Details

Mar 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	20370	FULL VR TASER 7 ADD-ON USER ACCESS	230	\$47,334.00	\$4,023.39	\$51,357.39
Year 1	20378	HTC FOCUS 3 VR HEADSET	10	\$0.00	\$0.00	\$0.00
Year 1	20379	VR 1-DAY SERVICE	1	\$825.00	\$0.00	\$825.00
Year 1	TapHeadset	VR Headset TAP Bundle	10	\$0.00	\$0.00	\$0.00
Year 1	TapTablet	VR Tablet TAP Bundle	4	\$0.00	\$0.00	\$0.00
Year 1	VRCK	VR Controller Kit	4	\$0.00	\$0.00	\$0.00
Total				\$48,159.00	\$4,023.39	\$52,182.39

Mar 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	20370	FULL VR TASER 7 ADD-ON USER ACCESS	230	\$47,334.00	\$4,023.39	\$51,357.39
Year 2	20378	HTC FOCUS 3 VR HEADSET	10	\$0.00	\$0.00	\$0.00
Year 2	20379	VR 1-DAY SERVICE	1	\$825.00	\$0.00	\$825.00
Year 2	TapHeadset	VR Headset TAP Bundle	10	\$0.00	\$0.00	\$0.00
Year 2	TapTablet	VR Tablet TAP Bundle	4	\$0.00	\$0.00	\$0.00
Year 2	VRCK	VR Controller Kit	4	\$0.00	\$0.00	\$0.00
Total				\$48,159.00	\$4,023.39	\$52,182.39

Mar 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	20370	FULL VR TASER 7 ADD-ON USER ACCESS	230	\$47,334.00	\$4,023.39	\$51,357.39
Year 3	20378	HTC FOCUS 3 VR HEADSET	10	\$0.00	\$0.00	\$0.00
Year 3	20379	VR 1-DAY SERVICE	1	\$825.00	\$0.00	\$825.00
Year 3	TapHeadset	VR Headset TAP Bundle	10	\$0.00	\$0.00	\$0.00
Year 3	TapTablet	VR Tablet TAP Bundle	4	\$0.00	\$0.00	\$0.00
Year 3	VRCK	VR Controller Kit	4	\$0.00	\$0.00	\$0.00
Total				\$48,159.00	\$4,023.39	\$52,182.39

Mar 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	20370	FULL VR TASER 7 ADD-ON USER ACCESS	230	\$47,334.00	\$4,023.39	\$51,357.39
Year 4	20378	HTC FOCUS 3 VR HEADSET	10	\$0.00	\$0.00	\$0.00
Year 4	20379	VR 1-DAY SERVICE	1	\$825.00	\$0.00	\$825.00
Year 4	TapHeadset	VR Headset TAP Bundle	10	\$0.00	\$0.00	\$0.00
Year 4	TapTablet	VR Tablet TAP Bundle	4	\$0.00	\$0.00	\$0.00
Year 4	VRCK	VR Controller Kit	4	\$0.00	\$0.00	\$0.00
Total				\$48,159.00	\$4,023.39	\$52,182.39

Mar 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	20370	FULL VR TASER 7 ADD-ON USER ACCESS	230	\$47,334.00	\$4,023.39	\$51,357.39
Year 5	20378	HTC FOCUS 3 VR HEADSET	10	\$0.00	\$0.00	\$0.00
Year 5	20379	VR 1-DAY SERVICE	1	\$825.00	\$0.00	\$825.00
Year 5	TapHeadset	VR Headset TAP Bundle	10	\$0.00	\$0.00	\$0.00
Year 5	TapTablet	VR Tablet TAP Bundle	4	\$0.00	\$0.00	\$0.00
Year 5	VRCK	VR Controller Kit	4	\$0.00	\$0.00	\$0.00
Total				\$48,159.00	\$4,023.39	\$52,182.39

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

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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

ACEIP:

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

Acceptance of Terms:

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

Signature

Date Signed

2/20/2023





City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-23:059

Agenda Date:

Version: 1

Status: Recommended to
Council

In Control: City Council

File Type: Resolution

A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO ALLOCATE \$1,306,525 OF AMERICAN RESCUE PLAN FUNDS TO PURCHASE PUBLIC SAFETY, RADIO, ENGINEERING AND INFORMATION SYSTEMS EQUIPMENT

WHEREAS, multiple City of Jonesboro Departments are in need of equipment to improve services and promote a safer environment for Jonesboro residents and first responders; and

WHEREAS, equipment listed in this resolution will provide the Jonesboro Police Department with vital real-time and recorded video data; and

WHEREAS, the equipment listed in this resolution will provide Jonesboro firefighters needed communication and personal protection equipment; and

WHEREAS, the Arkansas Wireless Information Network was created to provide a reliable, statewide means of communication for the state's first responder; and

WHEREAS, AWINS radio equipment detailed in this appropriation will put essential city departments on the same radio system that will create a fully integrated communication system that will increase efficiency and safety in times when coordinated response efforts are necessary; and

WHEREAS, facility upgrades listed in this appropriation will improve communications and security for city facilities; and

WHEREAS, the equipment sought satisfies the guidelines set forth for American Rescue Plan funding.

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

1. The City Council and Mayor Harold Copenhaver of the City of Jonesboro approve allocating \$1,306,525 of American Rescue Plan Act funds the following items:

\$158,000	Street Department AWINS Radio Equipment
\$ 87,800	Sanitation Department AWINS Radio Equipment
\$ 50,250	Code Enforcement AWINS Radio Equipment

\$ 25,000	E911 AWINS Radio Equipment
\$349,500	Police Department AWINS Radio Equipment
\$ 89,475	Fire Department AWINS Radio Equipment
\$ 17,000	E911 Facility Security Upgrades
\$ 50,000	Fire Department Turnout Uniforms and PPE (20 units)
\$ 65,000	Truck Maintenance Jack/Lift Equipment
\$ 15,000	Fire Department Miscellaneous Radio Equipment and Accessories
\$ 35,000	Information Systems Facility Technology and Security Upgrades
\$334,500	Real-time Crime Center Cameras
\$ 30,000	Info Systems/RTCC Quick Deploy Camera units and Miscellaneous Equipment

2. 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 purchase.

Early 2023 ARPA Appropriation Worksheet

	Equipment Category	Equipment w/ accessories Requested	# of Units	Cost per	Total Cost
Street	Radio	Portable Motorola APX-900	52	\$ 2,900.00	\$ 150,800.00
Street	Radio	Mobile Motorola APX-1500	2	\$ 3,500.00	\$ 7,000.00
Street	Radio	Backup Batteries	2	\$ 100.00	\$ 200.00
					\$ -
Sanitation	Radio	Portable Motorola APX-900	29	\$ 2,900.00	\$ 84,100.00
Sanitation	Radio	Mobile Motorola APX-1500	1	\$ 3,500.00	\$ 3,500.00
Sanitation	Radio	Backup Batteries	2	\$ 100.00	\$ 200.00
Code Enforcement	Radio	Radio Antena for City Hall	1	\$ 45,000.00	\$ 45,000.00
	Radio	APX-6000	1	\$ 5,250.00	\$ 5,250.00
E-911	Radio	Portable Motorola APX-900	2	\$ 2,900.00	\$ 5,800.00
		Portable Motorola APX-900	3	\$ 2,900.00	\$ 8,700.00
		Mobile Motorola APX-1500	2	\$ 3,500.00	\$ 7,000.00
		Mobile Motorola APX-1500	1	\$ 3,500.00	\$ 3,500.00
E-911	Security Cameras		1	\$ 17,000.00	\$ 17,000.00
Police	Radio	APX-6000	18	\$ 5,250.00	\$ 94,500.00
Police	Radio	APX-6500	14	\$ 5,500.00	\$ 77,000.00
Police	Radio	APX NEXT	14	\$ 9,500.00	\$ 133,000.00
Police	Radio	Radio Antena for Caraway Station	1	\$ 45,000.00	\$ 45,000.00
					\$ -
Fire	Radio	APX-6000XE	11	\$ 6,025.00	\$ 66,275.00
Fire	Radio	APX-6500	4	\$ 5,800.00	\$ 23,200.00
Fire	Radio	Misc. Radio Equipment and Accessories	1	\$ 15,000.00	\$ 15,000.00
Fire	Gear	Firefighter Turnout & PPE	20	\$ 2,500.00	\$ 50,000.00
Fire	Maitenance	Truck Jack / Life Equipment	1	\$ 65,000.00	\$ 65,000.00
Information Systems	Technology Upgrades	Conf. Room & Streaming Equipment	1	\$ 35,000.00	\$ 35,000.00

RTCC and Engineering	Cameras	PTZ	2	\$	4,500.00	\$	9,000.00	
	Cameras	360 on signal	1	\$	5,000.00	\$	5,000.00	
	Cameras	Eagle Eye w/ 270	11	\$	7,000.00	\$	77,000.00	
	Cameras	270 on signal	4	\$	4,000.00	\$	16,000.00	
	Cameras	Eagle Eye PTZ	2	\$	7,500.00	\$	15,000.00	
	Cameras	Eagle Eye 360	9	\$	7,500.00	\$	67,500.00	
	Cameras	License Plate Reading Cameras	18	\$	2,500.00	\$	45,000.00	Yearly
	Cameras	GRIDSMART	5	\$	20,000.00	\$	100,000.00	

RTCC / Info Systems	Quick Deploy units and various equipment	1	\$	30,000.00	\$	30,000.00	
					\$	1,306,525.00	

By Category	
Radios	\$ 792,025.00
Facilities Upgrades	\$ 35,000.00
Bank Cameras	\$ 364,500.00
Gear	\$ 115,000.00
	\$ 1,306,525.00



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-23:037

Agenda Date: 3/21/2023

Version: 1

Status: Recommended to
Council

In Control: Public Safety Council Committee

File Type: Resolution

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO
CONDEMN PROPERTY LOCATED AT: 223 Miller St. Jonesboro, AR 72401; Parcel #:
01-144181-58000; OWNER: Ronnie & Jacqueline Stanback

LEGAL DESCRIPTION: The North 50 feet of Lot 1 of Stanback Replat of Lots 1, 2 and 3, Block
12 of Matthew's Addition, Jonesboro, Arkansas, as shown by Plat recorded in Plat Cabinet "C" page
148 at Jonesboro, Arkansas

WHEREAS, the above property has been inspected and has been determined unsuited for human
habitation.

WHEREAS, all of the stipulations have been met in the condemnation process to proceed with the
condemnation of this property.

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



SECTION 1: The city should proceed with the condemnation of the property located at: 223 Miller
St. Jonesboro, AR 72401.



DEPARTMENT OF INSPECTION AND CODE ENFORCEMENT

RESIDENTIAL BUILDING INSPECTION REPORT

DATE OF INSPECTION:	DECEMBER 5, 2022		CASE NUMBER: CE20-8573			
PROPERTY ADDRESS:	223 MILLER					
PROPERTY OWNER:	RONNIE & JACQUELINE STANBACK					
OCCUPIED:	YES NO XX					
BUILDING ELEMENT	1 thru 5 CONDITION					NOTES & COMMENTS
	VERY POOR				VERY GOOD	
Foundation Type: Piers Solid Slab		2				FOUNDATION IS A BLOCK PIER WITH CRACKS, MISSING BLOCKS THAT NEEDS REPAIRED
Front Porch Type: Wood Concrete		2				WOOD PORCH NEEDING SOME BOARDS REPLACED HAND RAIL FOR HE STAIRS
Exterior Doors and Windows Type: Wood Vinyl Aluminum	1					MOST ARE BROKEN OR BOARDED. ALL HAVE SEVERE SMOKE DAMAGE. ALL NEED REPLACED.
Roof Underlay Type: OSB/ Plywood 1x6 metal	1					UNDERLAY WHERE FIRE WAS IS DAMAGED AND NEEDS REPLACED. ROOF IS SAGGING.
Roof Surface Type: Metal 3-Tab Shingles Dimensional Shingles		2				SHINGLES ARE OLD AND DAMAGED. MUST BE REPLACED
Chimney						N/A
Siding Type: Wood Lap Vinyl Masonite Aluminum	1					VINYL SIDING OVER WOOD. MUCH OF THE SIDING ON THE REAR, SOUTH, AND NORTH SIDES IS HEAVILY DAMAGED OR MISSING FROM THE FIRE AND NEEDS REPLACED.
Fascia and Trim Type Wood Vinyl Coil		2				FASICIA AND TRIM ARE AGING AND NEED REPAIRED OR REPLACED
Interior Doors Type: Hollow Wood Solid Wood	1					BROKEN, MISSING OR BURNED UP. ALL NEED REPLACED
Interior Walls Type Wood Frame Metal Frame Sheetrock Stucco	1					SHEETROCK WALLS WITH HOLES, SMOKE, AND WATER DAMAGE THROUGHOUT THE HOME. STUDS DAMAGED IN FIRE AREA NEED REPLACED. ALL SHEETROCK REPLACED

Ceilings Type: Sheetrock Stucco Ceiling Tile		1					SHEETROCK CEILINGS. HOLES, MISSING, SMOKE AND WATER DAMAGE THROUGHOUT. ALL NEEDS REPLACED
Flooring Underlay Type: 1x6 center match OSB Plywood		1					PLYWOOD UNDERLAY HAS SMOKE WATER, AND/OR FIRE DAMAGE. NEEDS REPAIRED OR REPLACED
Flooring Surfaces Type: Carpet Linoleum Hard Wood Vinyl		1					ALL FLOOR COVERING HAS SMOKE AND WATER DAMAGE NEEDS REPLACED
Electrical							NOT TO CODE
Heating							NOT TO CODE
Plumbing							NOT TO CODE
In my opinion, this structure		is	XX	is not	Suitable for human habitation.		
In my opinion this structure		is	XX	is not	Physically feasible for rehabilitation.		
In my opinion, this structure		is	XX	is not	Economically feasible for rehabilitation.		
In my opinion, this structure	XX	is		is not	A public safety hazard and should be condemned immediately.		
<p align="center">EMERGENCY ACTION IS WARRANTED: YES NO XX</p> <p align="center">HOME WAS SECURE AT TIME OF INSPECTION BUT WAS PREVIOUSLY NOT SECURE.</p>							
Tim Renshaw, Chief Building Inspector							David Cooley, Code Enforcement
							
<p align="center">Municipal Building, 300 South Church Jonesboro, Ar./ Phone 870-336-7194/ Fax 870-336-1358</p>							





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

870-933-4658

AFFIDAVIT

Alisa Hamilton & Ronnie Stanback
c/o Jacqueline Stanback
2109 Sweet Gum Dr.
Jonesboro, AR 72401

RE: 223 Miller Ave Jonesboro, AR 72401

I, Michael McQuay, 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 5th day of December, 2022.

Michael McQuay
Michael McQuay
Jonesboro Code Enforcement

Subscribed and sworn to before me the 6th day of December, 2022.

Sharon McIntosh
Notary Public



My commission expires: May 20, 2032



CITY OF JONESBORO CODE ENFORCEMENT

Notice of Violation

Date: 12/05/2022

ALISA HAMILTON RONNIE STANBACK
C/O JACQUELINE STANBACK
2109 SWEET GUM DR
JONESBORO, AR 72401

SUBJECT: 223 MILLER AVE
JONESBORO, AR 72401

According to county records, you are the owner of the subject property. Please be advised that the structure on this property has been inspected by the City Building and Code Enforcement inspectors and has been found to be unfit for human habitation by virtue of its dilapidated and unsanitary condition. This property poses a hazard to the public and is a nuisance against public health.

Within 10 (ten) calendar days from the date of this letter you are required to respond to this notice in writing, indicating your intention to either repair, re-inhabit, or raze and remove this structure. Should you choose to repair or rehab the structure, you will have to obtain a building permit and start work within 40 calendar days from the date of this notice. The building permit will be issued for a total of 45 calendar days at which time the repair or rehab work must be complete and able to pass all building, electrical, plumbing, and mechanical inspections.

If you decide to raze and remove this structure, removal and clean-up activities must be completed within 40 days of this notice.

If you decide not to repair or remove this structure, it will be necessary for the City Council to consider condemning the structure to ensure the repair, rehab, securing, and/or razing and removal of this nuisance. All costs involved in the condemnation process would be charged to you. Collection would be actively pursued.

We look forward to your cooperation in this matter. If you have any questions, call our office at (870)933-4658.

Sincerely,

David Cooley
Code Enforcement Officer
P.O. Box 1845
Jonesboro, AR 72403

CE20-8573

Sign if served in person

Code Enforcement Officer Signature, if delivered
in person


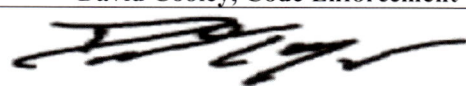
Property Owner/Interested Party Signature, if delivered in
person



DEPARTMENT OF INSPECTION AND CODE ENFORCEMENT

RESIDENTIAL BUILDING INSPECTION REPORT

DATE OF INSPECTION:	DECEMBER 5, 2022		CASE NUMBER: CE20-8573			
PROPERTY ADDRESS:	223 MILLER					
PROPERTY OWNER:	RONNIE & JACQUELINE STANBACK					
OCCUPIED:	YES NO XX					
BUILDING ELEMENT	1 thru 5 CONDITION					NOTES & COMMENTS
	VERY POOR				VERY GOOD	
Foundation Type: Piers Solid Slab		2				FOUNDATION IS A BLOCK PIER WITH CRACKS, MISSING BLOCKS THAT NEEDS REPAIRED
Front Porch Type: Wood Concrete		2				WOOD PORCH NEEDING SOME BOARDS REPLACED HAND RAIL FOR HE STAIRS
Exterior Doors and Windows Type: Wood Vinyl Aluminum	1					MOST ARE BROKEN OR BOARDED. ALL HAVE SEVERE SMOKE DAMAGE. ALL NEED REPLACED.
Roof Underlay Type: OSB/ Plywood 1x6 metal	1					UNDERLAY WHERE FIRE WAS IS DAMAGED AND NEEDS REPLACED. ROOF IS SAGGING.
Roof Surface Type: Metal 3-Tab Shingles Dimensional Shingles		2				SHINGLES ARE OLD AND DAMAGED. MUST BE REPLACED
Chimney						N/A
Siding Type: Wood Lap Vinyl Masonite Aluminum	1					VINYL SIDING OVER WOOD. MUCH OF THE SIDING ON THE REAR, SOUTH, AND NORTH SIDES IS HEAVILY DAMAGED OR MISSING FROM THE FIRE AND NEEDS REPLACED.
Fascia and Trim Type Wood Vinyl Coil		2				FASICIA AND TRIM ARE AGING AND NEED REPAIRED OR REPLACED
Interior Doors Type: Hollow Wood Solid Wood	1					BROKEN, MISSING OR BURNED UP. ALL NEED REPLACED
Interior Walls Type Wood Frame Metal Frame Sheetrock Stucco	1					SHEETROCK WALLS WITH HOLES, SMOKE, AND WATER DAMAGE THROUGHOUT THE HOME. STUDS DAMAGED IN FIRE AREA NEED REPLACED. ALL SHEETROCK REPLACED

Ceilings Type: Sheetrock Stucco Ceiling Tile		1					SHEETROCK CEILINGS. HOLES, MISSING, SMOKE AND WATER DAMAGE THROUGHOUT. ALL NEEDS REPLACED
Flooring Underlay Type: 1x6 center match OSB Plywood		1					PLYWOOD UNDERLAY HAS SMOKE WATER, AND/OR FIRE DAMAGE. NEEDS REPAIRED OR REPLACED
Flooring Surfaces Type: Carpet Linoleum Hard Wood Vinyl		1					ALL FLOOR COVERING HAS SMOKE AND WATER DAMAGE NEEDS REPLACED
Electrical							NOT TO CODE
Heating							NOT TO CODE
Plumbing							NOT TO CODE
In my opinion, this structure		is	XX	is not	Suitable for human habitation.		
In my opinion this structure		is	XX	is not	Physically feasible for rehabilitation.		
In my opinion, this structure		is	XX	is not	Economically feasible for rehabilitation.		
In my opinion, this structure	XX	is		is not	A public safety hazard and should be condemned immediately.		
<p align="center">EMERGENCY ACTION IS WARRANTED: YES NO XX</p> <p align="center">HOME WAS SECURE AT TIME OF INSPECTION BUT WAS PREVIOUSLY NOT SECURE.</p>							
Tim Renshaw, Chief Building Inspector							David Cooley, Code Enforcement
							
Municipal Building, 300 South Church Jonesboro, Ar./ Phone 870-336-7194/ Fax 870-336-1358							

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

\$

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

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

Postage

\$

Total Postage and Fees

\$

Sent To

Alisa Hamilton USPS

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

2109 Sweet Gum Dr

City, State, ZIP+4®

Jonesboro, AR 72401

67

7021 2720 0000 4355 2354





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

870-933-4658

AFFIDAVIT

Ronnie + Jacqueline Stanback
919 W Matthews
Jonesboro, AR 72401

RE: 223 Miller Ave.

I, Michael McQuay, 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 5th day of December, 2022.

Michael McQuay
Michael McQuay
Jonesboro Code Enforcement

Subscribed and sworn to before me the 6th day of December, 2022.

Sharon McIntosh
Notary Public



My commission expires: May 20, 2032



CITY OF JONESBORO CODE ENFORCEMENT

Notice of Violation

Date: 12/05/2022

Ronnie & Jacqueline Stanback
919 W WMATTHEWS
JONESBORO, AR 72401

SUBJECT: 223 MILLER AVE
JONESBORO, AR 72401

According to county records, you are the owner of the subject property. Please be advised that the structure on this property has been inspected by the City Building and Code Enforcement inspectors and has been found to be unfit for human habitation by virtue of its dilapidated and unsanitary condition. This property poses a hazard to the public and is a nuisance against public health.

Within 10 (ten) calendar days from the date of this letter you are required to respond to this notice in writing, indicating your intention to either repair, re-inhabit, or raze and remove this structure. Should you choose to repair or rehab the structure, you will have to obtain a building permit and start work within 40 calendar days from the date of this notice. The building permit will be issued for a total of 45 calendar days at which time the repair or rehab work must be complete and able to pass all building, electrical, plumbing, and mechanical inspections.

If you decide to raze and remove this structure, removal and clean-up activities must be completed within 40 days of this notice.

If you decide not to repair or remove this structure, it will be necessary for the City Council to consider condemning the structure to ensure the repair, rehab, securing, and/or razing and removal of this nuisance. All costs involved in the condemnation process would be charged to you. Collection would be actively pursued.

We look forward to your cooperation in this matter. If you have any questions, call our office at (870)933-4658.

Sincerely,

David Cooley
Code Enforcement Officer
P.O. Box 1845
Jonesboro, AR 72403

CE20-8573

Sign if served in person

Code Enforcement Officer Signature, if delivered
in person



Property Owner/Interested Party Signature, if delivered in
person



DEPARTMENT OF INSPECTION AND CODE ENFORCEMENT

RESIDENTIAL BUILDING INSPECTION REPORT

DATE OF INSPECTION:	DECEMBER 5, 2022		CASE NUMBER: CE20-8573			
PROPERTY ADDRESS:	223 MILLER					
PROPERTY OWNER:	RONNIE & JACQUELINE STANBACK					
OCCUPIED:	YES NO XX					
BUILDING ELEMENT	1 thru 5 CONDITION					NOTES & COMMENTS
	VERY POOR				VERY GOOD	
Foundation Type: Piers Solid Slab		2				FOUNDATION IS A BLOCK PIER WITH CRACKS, MISSING BLOCKS THAT NEEDS REPAIRED
Front Porch Type: Wood Concrete		2				WOOD PORCH NEEDING SOME BOARDS REPLACED HAND RAIL FOR HE STAIRS
Exterior Doors and Windows Type: Wood Vinyl Aluminum	1					MOST ARE BROKEN OR BOARDED. ALL HAVE SEVERE SMOKE DAMAGE. ALL NEED REPLACED.
Roof Underlay Type: OSB/ Plywood 1x6 metal	1					UNDERLAY WHERE FIRE WAS IS DAMAGED AND NEEDS REPLACED. ROOF IS SAGGING.
Roof Surface Type: Metal 3-Tab Shingles Dimensional Shingles		2				SHINGLES ARE OLD AND DAMAGED. MUST BE REPLACED
Chimney						N/A
Siding Type: Wood Lap Vinyl Masonite Aluminum	1					VINYL SIDING OVER WOOD. MUCH OF THE SIDING ON THE REAR, SOUTH, AND NORTH SIDES IS HEAVILY DAMAGED OR MISSING FROM THE FIRE AND NEEDS REPLACED.
Fascia and Trim Type Wood Vinyl Coil		2				FASICIA AND TRIM ARE AGING AND NEED REPAIRED OR REPLACED
Interior Doors Type: Hollow Wood Solid Wood	1					BROKEN, MISSING OR BURNED UP. ALL NEED REPLACED
Interior Walls Type Wood Frame Metal Frame Sheetrock Stucco	1					SHEETROCK WALLS WITH HOLES, SMOKE, AND WATER DAMAGE THROUGHOUT THE HOME. STUDS DAMAGED IN FIRE AREA NEED REPLACED. ALL SHEETROCK REPLACED

Ceilings Type: Sheetrock Stucco Ceiling Tile		1					SHEETROCK CEILINGS. HOLES, MISSING, SMOKE AND WATER DAMAGE THROUGHOUT. ALL NEEDS REPLACED
Flooring Underlay Type: 1x6 center match OSB Plywood		1					PLYWOOD UNDERLAY HAS SMOKE WATER, AND/OR FIRE DAMAGE. NEEDS REPAIRED OR REPLACED
Flooring Surfaces Type: Carpet Linoleum Hard Wood Vinyl		1					ALL FLOOR COVERING HAS SMOKE AND WATER DAMAGE NEEDS REPLACED
Electrical							NOT TO CODE
Heating							NOT TO CODE
Plumbing							NOT TO CODE
In my opinion, this structure		is	XX	is not	Suitable for human habitation.		
In my opinion this structure		is	XX	is not	Physically feasible for rehabilitation.		
In my opinion, this structure		is	XX	is not	Economically feasible for rehabilitation.		
In my opinion, this structure	XX	is		is not	A public safety hazard and should be condemned immediately.		
<p align="center">EMERGENCY ACTION IS WARRANTED: YES NO XX</p> <p align="center">HOME WAS SECURE AT TIME OF INSPECTION BUT WAS PREVIOUSLY NOT SECURE.</p>							
Tim Renshaw, Chief Building Inspector							David Cooley, Code Enforcement
							
Municipal Building, 300 South Church Jonesboro, Ar./ Phone 870-336-7194/ Fax 870-336-1358							

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

\$

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

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

Postmark
Here

DEC 05 2022

Postage

\$

Total Postage and Fees

\$

Sent To

Ronnie & Jacqueline Stanback

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

919 W Matthews

City, State, ZIP+4®

Jonesboro, AR 72401 72

7021 2720 0000 4355 2347

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ALISA HAMILTON & RONNIE STANBACK
C/O JACQUELINE STANBACK
2109 SWEET GUM DR
JONESBORO, AR 72401



9590 9402 7918 2234 2147 31

2. Article Number (Transfer from service label)

7021 2720 0000 4355 2354

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
delivery address below: ☐ No

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

ail
ail Restricted Delivery

223 Miller

PS Form 3811, July 2020 PSN 7530-02-000-9053

20-8573

DL Domestic Return Receipt



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



CERTIFIED MAIL®



7021 2720 0000 4355 2354

ALISA HAMILTON & RONNIE STANBACK
C/O JACQUELINE STANBACK
2109 SWEET GUM DR
JONESBORO, AR 72401

1st NOTICE
2nd NOTICE
RETURNED

12-6-22
12-14
12-21



USPS

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (*Printed Name*)

C. Date of Delivery

Any address different from item 1? ☐ Yes
Enter delivery address below: ☐ No

Ronnie & Jacqueline Stanback
919 W MATTHEWS
JONESBORO, AR 72401



9590 9402 7918 2234 2147 00

2. Article Number (*Transfer from service label*)

7021 2720 0000 4355 2347

3. Service Type

- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input checked="" type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | |
| <input type="checkbox"/> Insured Mail | |

Restricted Delivery

223 Miller

PS Form 3811, July 2020 PSN 7530-02-000-9053

20-8573

Domestic Return Receipt



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

CERTIFIED MAIL®



7021 2720 0000 4355 2347

Ronnie & Jacqueline Stanback

-R-T-S- 72401-RFS-1N 12/06/22

RETURN TO SENDER
UNABLE TO FORWARD
UNABLE TO FORWARD
RETURN TO SENDER



RFS



USPS

76





















City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-23:038

Agenda Date: 3/21/2023

Version: 1

Status: Recommended to
Council

In Control: Public Safety Council Committee

File Type: Resolution

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO
CONDEMN PROPERTY LOCATED AT: 716 W Washington Ave. Jonesboro, AR 72401; Parcel
#: 01-143134-17800; OWNER: HRB PROPERTIES INC

LEGAL DESCRIPTION: A part of Lot 2 and a part of Lot 4, Block "C" of Nisbett's First Addition to the City of Jonesboro, and Part of Lot 1 of the Miles Replat of the East Half of Lot 4 and the West 64 feet of Lot 3, all being in Block "C" of Nisbett's First Addition to the City of Jonesboro, said Replat being shown by Plat Cabinet "C" Page 82 at Jonesboro, lying South of an existing fence, both being a part of Nisbett's First Addition to the City of Jonesboro, Arkansas, and being more particularly described as follows: From the Southeast Corner of the West 39 feet of Lot 1, Block "C" of said Nisbett's First Addition; thence North 90° 00' 00" West a distance of 46.32 feet to the point of beginning; thence North 90° 00' 00" West a distance of 53.51 feet to a point; thence North 00° 34' 28" East a distance of 96.72 feet to a point on a fence; thence South 89° 48' 56" East along a fence a distance of 60.46 feet to a point; thence leaving said fence, run South 00° 58' 22" West a distance of 27.74 feet to a point; thence South 35° 45' 35" West a distance of 12.52 feet to a point; thence South 00° 07' 45" West a distance of 58.63 feet to the point of beginning, subject to easements and rights of way of record, AND being subject to an Ingress/Egress Easement more particularly described as follows: A part of Lot 2, Block "C" of Nisbett's First Addition to the City of Jonesboro, Arkansas, more particularly described as follows: From the Southeast corner of the West 39 feet of Lot 1, Block "C" of said Nisbett's First Addition; thence North 90° 00' 00" West a distance of 46.32 feet to the point of beginning; thence continue North 90° 00' 00" West a distance of 6.00 feet to a point; thence North 00° 07' 45" East a distance of 58.72 feet to a point; thence South 89° 08' 45" East a distance of 6.00 feet to a point; thence South 00° 07' 45" West a distance of 58.63 feet to the point of beginning.

WHEREAS, the above property has been inspected and has been determined unsuited for human habitation.

WHEREAS, all of the stipulations have been met in the condemnation process to proceed with the condemnation of this property.

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

SECTION 1: The city should proceed with the condemnation of the property located at: 716 W Washington Ave. Jonesboro, AR 72401.



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

870-933-4658

AFFIDAVIT

Harvey Bran
HRB Properties, Inc
PO Box 249
Portia, AR 72457

RE: 716 W Washington Jonesboro, AR 72401

I, Michael McQuay, 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 26th day of July, 2022.

Michael McQuay
Michael McQuay
Jonesboro Code Enforcement

Subscribed and sworn to before me the 26th day of July, 2022

Sharon McIntosh
Notary Public



My commission expires: May 20, 2032



CITY OF JONESBORO CODE ENFORCEMENT

Notice of Violation

Date: 07/26/2022

HARVEY BRAY
HRB PROPERTIES, INC.
PO BOX 249
PORTIA, AR 72457
Home: 870-919-4202
Mobile: WIFE 870-277-8667

SUBJECT: 716 W Washington
Jonesboro, AR 72401

According to county records, you are the owner of the subject property. Please be advised that the structure on this property has been inspected by the City Building and Code Enforcement inspectors and has been found to be unfit for human habitation by virtue of its dilapidated and unsanitary condition. This property poses a hazard to the public and is a nuisance against public health.

Within 10 (ten) calendar days from the date of this letter you are required to respond to this notice in writing, indicating you intention to either repair, re-inhabit, or raze and remove this structure. Should you choose to repair or rehab the structure, you will have to obtain a building permit and start work within 40 calendar days from the date of this notice. The building permit will be issued for a total of 45 calendar days at which time the repair or rehab work must be complete and able to pass all building, electrical, plumbing, and mechanical inspections.

If you decide to raze and remove this structure, removal and clean-up activities must be completed within 40 days of this notice.

If you decide not to repair or remove this structure, it will be necessary for the City Council to consider condemning the structure to ensure the repair, rehab, securing, and/or razing and removal of this nuisance. All costs involved in the condemnation process would be charged to you. Collection would be actively pursued.

We look forward to your cooperation in this matter. If you have any questions, call our office at (870)933-4658.

Sincerely,

David Cooley
Code Enforcement Officer
P.O. Box 1845
Jonesboro, AR 72403

CE20-9929

Sign if served in person

Code Enforcement Officer Signature, if delivered
in person

Property Owner/Interested Party Signature, if delivered in
person



DEPARTMENT OF INSPECTION AND CODE ENFORCEMENT


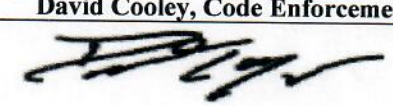
RESIDENTIAL BUILDING INSPECTION REPORT

DATE OF INSPECTION:	5/31/2022
PROPERTY ADDRESS:	716 W. WASHINGTON
PROPERTY OWNER:	HRB PROPERTIES INC.

MANY WINDOWS ARE BOARDED UP AND HAVE BEEN FOR A LONG PERIOD. THE BRICK FOUNDATION IS FAILING. THERE ARE MANY PLACES THE MORTOR HAS FALLEN OUT CAUSING BRICKS TO BE LOOSE. AROUND SOME WINDOWS BRICKS ARE MISSING CAUSING INTERNAL FRAME WORK TO BE EXPOSED. INSULATION IS EXPOSED AT THE SOFFET ON THE WEST SIDE OF THE HOME. THE NORTH SIDE OF THE HOME ROTTING AND FALLING APART. STUDS ARE EXPOSED. THERE ARE OPEN WIRING BOXES BOTH INSIDE AND OUTSIDE THE HOME. THE INTERIOR OF THE HOME HAS EXPOSED WIRES AND STUDS. HOME IS A HAZARD TO THE HEALTH, WELFARE, AND SAFETY OF THE PUBLIC. HOME SHOULD BE RAZED IMMEDIATELY TO ENSURE THE SAFETY OF LOCAL CHILDREN AND OTHER CITIZENS, NOT TO MENTION THE BLIGHT TO THE COMMUNITY. HOME WAS SECURED AT THE TIME OF INSPECTION.

In my opinion, this structure		Is	XX	Is not	Suitable for human habitation.
In my opinion, this structure	XX	Is		Is not	Physically feasible for rehabilitation.
In my opinion, this structure		Is	XX	Is not	Economically feasible for rehabilitation.
In my opinion, this structure	XX	Is		Is not	A public safety hazard and should be condemned immediately.

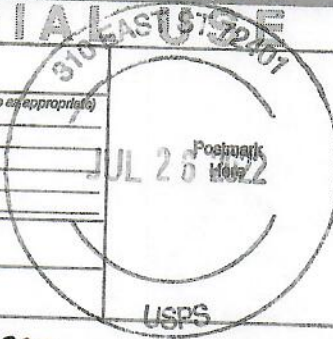
EMERGENCY ACTION IS WARRANTED: YES NOXX

Tim Renshaw, Chief Building Inspector	David Cooley, Code Enforcement
	

Municipal Building, 300 South Church Jonesboro, AR/ Phone 870-336-7194/Fax 870-336-1358

7021 0950 0001 9208 2219

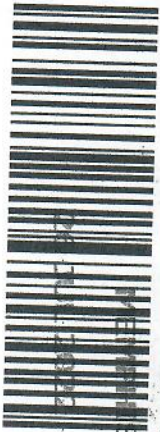
U.S. Postal Service	
CERTIFIED MAIL® RECEIPT	
Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$
Sent To	
Harvey Bray	
Street and Apt. No., or PO Box No.	
H R B Properties Inc	
City, State, ZIP+4®	
PO Box 249 Partia, AR 72457	
PS Form 3800, April 2015 PSN 7530-02-000-9007	
See Reverse for Instructions	





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

CERTIFIED MAIL®



7021 0950 0001 9208 2219

RECEIVED TN 380

PM 1 L

1/11/14

HARVEY BRAY
HRB PROPERTIES, INC.
PO BOX 249
PORTIA, AR 72457

NIXIE

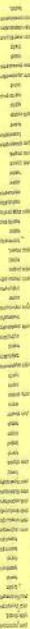
361 DE 1

0008/27/22

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

BC: 72403184545

*0547-03236-26-44



72403-03454

UNC



DEPARTMENT OF INSPECTION AND CODE ENFORCEMENT



RESIDENTIAL BUILDING INSPECTION REPORT

DATE OF INSPECTION:	5/31/2022
PROPERTY ADDRESS:	716 W. WASHINGTON
PROPERTY OWNER:	HRB PROPERTIES INC.

MANY WINDOWS ARE BOARDED UP AND HAVE BEEN FOR A LONG PERIOD. THE BRICK FOUNDATION IS FAILING. THERE ARE MANY PLACES THE MORTAR HAS FALLEN OUT CAUSING BRICKS TO BE LOOSE. AROUND SOME WINDOWS BRICKS ARE MISSING CAUSING INTERNAL FRAME WORK TO BE EXPOSED. INSULATION IS EXPOSED AT THE SOFFET ON THE WEST SIDE OF THE HOME. THE NORTH SIDE OF THE HOME ROTTING AND FALLING APART. STUDS ARE EXPOSED. THERE ARE OPEN WIRING BOXES BOTH INSIDE AND OUTSIDE THE HOME. THE INTERIOR OF THE HOME HAS EXPOSED WIRES AND STUDS. HOME IS A HAZARD TO THE HEALTH, WELFARE, AND SAFETY OF THE PUBLIC. HOME SHOULD BE RAZED IMMEDIATELY TO ENSURE THE SAFETY OF LOCAL CHILDREN AND OTHER CITIZENS, NOT TO MENTION THE BLIGHT TO THE COMMUNITY. HOME WAS SECURED AT THE TIME OF INSPECTION.

In my opinion, this structure		Is	XX	Is not	Suitable for human habitation.
In my opinion, this structure	XX	Is		Is not	Physically feasible for rehabilitation.
In my opinion, this structure		Is	XX	Is not	Economically feasible for rehabilitation.
In my opinion, this structure	XX	Is		Is not	A public safety hazard and should be condemned immediately.

EMERGENCY ACTION IS WARRANTED: YES NOXX

Tim Renshaw, Chief Building Inspector	David Cooley, Code Enforcement
	

Municipal Building, 300 South Church Jonesboro, AR/ Phone 870-336-7194/Fax 870-336-1358























City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-23:039

Agenda Date: 3/21/2023

Version: 1

Status: Recommended to
Council

In Control: Public Safety Council Committee

File Type: Resolution

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO
CONDEMN PROPERTY LOCATED AT: 5306 E. Nettleton Ave. Jonesboro, AR 72401; Parcel #:
01-144271-04900; OWNER: David & Gail Oesterblad

LEGAL DESCRIPTION: Part of Lot 18 of Kiech's First Addition to the City of Jonesboro, formerly Town of Nettleton, Arkansas, as shown by Plat in Deed Record 13 page 520 at Jonesboro, Arkansas, being more particularly described as follows: Begin at the Southeast corner of Lot 17 of Kiech's First Addition aforesaid, said point being the dividing line between said Lots 17 and 18 at a point on the North line of Main Street; thence South 43° 10' East 29 feet; thence East 92.4 feet to the point of beginning proper; thence North 40° 44' East 67.4 feet; thence South 43° 10' East 70 feet; thence West to the point of beginning proper. Now being a part of Lot 1 of Oesterblad Minor Plat and Replat of Part of Lot 18 of Kiech's First Addition recorded in Plat Cabinet "C" page 353 in the records of Jonesboro, Craighead County, Arkansas.

WHEREAS, the above property has been inspected and has been determined unsuited for human habitation.

WHEREAS, all of the stipulations have been met in the condemnation process to proceed with the condemnation of this property.

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

SECTION 1: The city should proceed with the condemnation of the property located at: 5306 E. Nettleton Ave. Jonesboro, AR 72401.



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

870-933-4658

AFFIDAVIT

D + G Rentals LLC
147 County Road 467
Jonesboro, AR 72404

RE: 5306 Nettleton Jonesboro, AR 72401

I, Michael McQuay, 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 30th day of December, 2022.

Michael McQuay
Michael McQuay
Jonesboro Code Enforcement

Subscribed and sworn to before me the 30th day of December, 2022.

Sharon McIntosh
Notary Public



My commission expires: May 20, 2032



Notice of Violation

12/30/2022

D & G RENTALS LLC
147 County Road 467
Jonesboro AR 72404

Case #: 220242

Subject: 5306 NETTLETON, JONESBORO, AR 72401

Dear Property Owner:

According to county records you are the owner of the subject property. Please be advised that the structure on this property has been inspected by the City Building and Code Enforcement inspectors and, has been found to be unfit for human habitation by virtue of its dilapidated and unsanitary condition. This property poses a hazard to the public and is a nuisance against public health.

Within 10 (ten) calendar days from the date of this letter you are required to respond to this notice in writing, indicating you intention to either repair, re-inhabit, or raze and remove this structure. Should you choose to repair or rehab the structure, you will have to obtain a building permit and start work within 40 calendar days from the date of this notice. The building permit will be issued for a total of 45 calendar days at which time the repair or rehab work must be complete and able to pass all building, electrical, plumbing, and mechanical inspections.

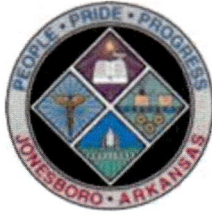
If you decide to raze and remove this structure, removal and clean-up activities must be completed within 40 days of this notice.

If you decide not to repair or remove this structure, it will be necessary for the City Council to consider condemning the structure to ensure the repair, rehab, securing, and/or razing and removal of this nuisance. All costs involved in the condemnation process would be charged to you. Collection would be actively pursued.

We look forward to your cooperation in this matter. If you have any questions, call our office at (870)933-4658.

Sincerely,

David Cooley
Code Enforcement Officer
P.O. Box 1845
Jonesboro, AR 72403



DEPARTMENT OF INSPECTION AND CODE ENFORCEMENT

BUILDING INSPECTION REPORT


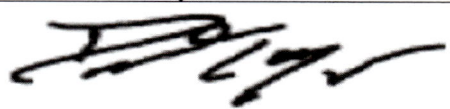
DATE OF INSPECTION:	12/30/2022	CASE NUMBER: iW-220242
PROPERTY ADDRESS:	5306 E. NETTLETON	
PROPERTY OWNER:	D & G RENTALS LLC	

THE BUILDING WAS STRUCK BY A VEHICLE ON MARCH 15, 2021. BUILDING WAS BOARDED BY CODE ENFORCEMENT ON AUGUST 20, 2021. THERE HAS BEEN NO WORK TO REPAIR OR REMOVE THE BUILDING SINCE THEN. THE FRONT OF THE BUILDING IS DAMAGED HEAVILY. AS WAS THE INTERIOR OF THE BUILDING. THE METER WAS PULLED FROM THE BUILDING AFTER THE INITIAL DAMAGE. DUE TO THIS ALL ELECTRICAL MUST BE BROUGHT UP TO CURRENT CODE. THE BUILDING IS A HAZARD TO THE HEALTH, WELFARE, AND SAFETY OF THE PUBLIC. THE BUILDING SHOULD BE RAZED IMMEDIATELY TO ENSURE THE SAFETY OF LOCAL CHILDREN AND OTHER CITIZENS, NOT TO MENTION THE BLIGHT TO THE COMMUNITY.

PROPERTY WAS SECURED AT THE TIME OF INSPECTION BUT WAS PREVIOUSLY UNSECURED AND CODE ENFORCEMENT TOOK PICTURES.

In my opinion, this structure		Is	XX	Is not	Suitable for human habitation.
In my opinion, this structure		Is	XX	Is not	Physically feasible for rehabilitation.
In my opinion, this structure		Is	XX	Is not	Economically feasible for rehabilitation.
In my opinion, this structure	XX	Is		Is not	A public safety hazard and should be condemned immediately.

EMERGENCY ACTION IS WARRANTED: YES NO XX

Tim Renshaw, Chief Building Inspector	David Cooley, Code Enforcement
	

Municipal Building, 300 South Church Jonesboro, AR/ Phone 870-336-7194/Fax 870-336-1358

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

\$

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

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

Postmark
Here

Postage

\$

Total Postage and Fees

\$

Sent To

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

City, State, ZIP+4®

Do G Rentals LLC
177 County Road 427
Jonesboro, AR 72401-109

7022 2410 0003 0083 5287

USPS TRACKING #



MEMPHIS TN 380

03 JAN 2023 PM 5 L

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

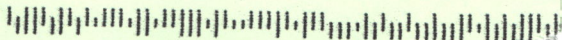
9590 9402 7918 2234 2140 83

**United States
Postal Service**

• Sender: Please print your name, address, and ZIP+4® in this box•

**Jonesboro Code Enforcement
P. O. Box 1845
Jonesboro, AR 72403**

72403-184545



110

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

☐ Agent☐ Addressee

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If delivery address below: ☐ No

D&G Rentals LLC
147 County Road 467
JONESBORO, AR 72404



9590 9402 7918 2234 2140 83

2. Article Number (Transfer from service label)

7022 2410 0003 0083 5287

5. Service type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Mail

Mail Restricted Delivery

0)





DEPARTMENT OF INSPECTION AND CODE ENFORCEMENT

BUILDING INSPECTION REPORT



DATE OF INSPECTION:	12/30/2022	CASE NUMBER: iW-220242
PROPERTY ADDRESS:	5306 E. NETTLETON	
PROPERTY OWNER:	D & G RENTALS LLC	

THE BUILDING WAS STRUCK BY A VEHICLE ON MARCH 15, 2021. BUILDING WAS BOARDED BY CODE ENFORCEMENT ON AUGUST 20, 2021. THERE HAS BEEN NO WORK TO REPAIR OR REMOVE THE BUILDING SINCE THEN. THE FRONT OF THE BUILDING IS DAMAGED HEAVILY. AS WAS THE INTERIOR OF THE BUILDING. THE METER WAS PULLED FROM THE BUILDING AFTER THE INITIAL DAMAGE. DUE TO THIS ALL ELECTRICAL MUST BE BROUGHT UP TO CORRECT CODE. THE BUILDING IS A HAZARD TO THE HEALTH, WELFARE, AND SAFETY OF THE PUBLIC. THE BUILDING SHOULD BE RAZED IMMEDIATELY TO ENSURE THE SAFETY OF LOCAL CHILDREN AND OTHER CITIZENS, NOT TO MENTION THE BLIGHT TO THE COMMUNITY.

PROPERTY WAS SECURED AT THE TIME OF INSPECTION BUT WAS PREVIOUSLY UNSECURED AND CODE ENFORCEMENT TOOK PICTURES.

In my opinion, this structure		Is	XX	Is not	Suitable for human habitation.
In my opinion, this structure		Is	XX	Is not	Physically feasible for rehabilitation.
In my opinion, this structure		Is	XX	Is not	Economically feasible for rehabilitation.
In my opinion, this structure	XX	Is		Is not	A public safety hazard and should be condemned immediately.

EMERGENCY ACTION IS WARRANTED: YES NO XX

Tim Renshaw, Chief Building Inspector	David Cooley, Code Enforcement
	

Municipal Building, 300 South Church Jonesboro, AR/ Phone 870-336-7194/Fax 870-336-1358





















City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: ORD-23:011

Agenda Date: 3/21/2023

Version: 1

Status: First Reading

In Control: City Council

File Type: Ordinance

AN ORDINANCE TO VACATE AND ABANDON OF A PORTION OF RIGHT-OF-WAY ALONG JUDY STREET AS REQUESTED BY HALSEY REAL ESTATE HOLDINGS, LLC AND MCP INVESTMENTS, LLC.

AN ORDINANCE TO VACATE AND ABANDON A PORTION OF RIGHT-OF-WAY OF JUDY STREET LOCATED IN THE PLAT OF MANGRUM'S SUBDIVISION OF BLOCK 4 OF SENTER & COMPANY ADDITION TO THE CITY OF JONESBORO, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

THAT PORTION OF JUDY STREET SHOWN ON THE PLAT OF MANGRUM'S SUBDIVISION OF BLOCK 4 OF SENTER & COMPANY ADDITION TO THE CITY OF JONESBORO, OF RECORD IN DEED BOOK 40 AT PAGE 446, ABUTTED BY LOTS 13, 14 AND 15 IN BLOCK 1 AND ABUTTED BY LOTS 1, 2 AND 3 IN BLOCK 2 OF MANGRUM'S SUBDIVISION AS SHOWN ON SAID PLAT, LESS AND EXCEPT THE WEST 20 FEET THEREOF PREVIOUSLY ABANDONED BY THE CITY OF JONESBORO PER ORDINANCE NO. 1051, RECORDED IN BOOK 151, PAGE 439, PUBLIC RECORDS OF CRAIGHEAD COUNTY AT JONESBORO, ARKANSAS.

CONTAINING IN ALL 6,816 SQ. FT. OR 0.16 ACRES, MORE OR LESS.

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

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

SECTION ONE: The City of Jonesboro, Arkansas, hereby releases, vacates and abandons all of its rights, together with the rights of the public generally, in and to the right-of-way designated as follows:

THAT PORTION OF JUDY STREET SHOWN ON THE PLAT OF MANGRUM'S SUBDIVISION OF BLOCK 4 OF SENTER & COMPANY ADDITION TO THE CITY OF JONESBORO, OF RECORD IN DEED BOOK 40 AT PAGE 446, ABUTTED BY LOTS 13, 14 AND 15 IN BLOCK 1 AND ABUTTED BY LOTS 1, 2 AND 3 IN BLOCK 2 OF MANGRUM'S SUBDIVISION AS SHOWN ON SAID PLAT, LESS AND EXCEPT THE WEST 20 FEET THEREOF PREVIOUSLY ABANDONED BY THE CITY OF JONESBORO

PER ORDINANCE NO. 1051, RECORDED IN BOOK 151, PAGE 439, PUBLIC RECORDS
OF CRAIGHEAD COUNTY AT JONESBORO, ARKANSAS.

CONTAINING ALL 6,816 SQ. FT. OR 0.16 ACRES, MORE OR LESS.

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

SECTION TWO: A copy of the ordinance duly certified by the City Clerk shall be filed in the office
of the recorder of Craighead County, Arkansas and shall be filed in the Deed Records of such office.

PETITION

To: Honorable Harold Copenhaver, Mayor, and Members of the City Council of the City of Jonesboro, Arkansas

AN ORDINANCE VACATING A ROAD RIGHT-OF-WAY LOCATED IN:

THAT PORTION OF JUDY STREET SHOWN ON THE PLAT OF MANGRUM'S SUBDIVISION OF BLOCK 4 OF SENTER & COMPANY ADDITION TO THE CITY OF JONESBORO, OF RECORD IN DEED BOOK 40 AT PAGE 446, ABUTTED BY LOTS 13, 14 AND 15 IN BLOCK 1 AND ABUTTED BY LOTS 1, 2 AND 3 IN BLOCK 2 OF MANGRUM'S SUBDIVISION AS SHOWN ON SAID PLAT, LESS AND EXCEPT THE WEST 20 FEET THEREOF PREVIOUSLY ABANDONED BY THE CITY OF JONESBORO PER ORDINANCE NO. 1051, RECORDED IN BOOK 151, PAGE 439, PUBLIC RECORDS OF CRAIGHEAD COUNTY AT JONESBORO, ARKANSAS.

CONTAINING IN ALL 6,816 SQ. FT. OR 0.16 ACRES, MORE OR LESS.

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

SAID ROAD RIGHT-OF-WAY ABANDONMENT RUNS ADJACENT TO PARCEL NO. 01-144194-22600, PARCEL NO. 01-144194-22100 AND PARCEL NO. 01-144194-07000.

We, the undersigned, being the owner(s) of property adjoining the following described property:

THAT PORTION OF JUDY STREET SHOWN ON THE PLAT OF MANGRUM'S SUBDIVISION OF BLOCK 4 OF SENTER & COMPANY ADDITION TO THE CITY OF JONESBORO, OF RECORD IN DEED BOOK 40 AT PAGE 446, ABUTTED BY LOTS 13, 14 AND 15 IN BLOCK 1 AND ABUTTED BY LOTS 1, 2 AND 3 IN BLOCK 2 OF MANGRUM'S SUBDIVISION AS SHOWN ON SAID PLAT, LESS AND EXCEPT THE WEST 20 FEET THEREOF PREVIOUSLY ABANDONED BY THE CITY OF JONESBORO PER ORDINANCE NO. 1051, RECORDED IN BOOK 151, PAGE 439, PUBLIC RECORDS OF CRAIGHEAD COUNTY AT JONESBORO, ARKANSAS.

CONTAINING IN ALL 6,816 SQ. FT. OR 0.16 ACRES, MORE OR LESS.

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

SAID ROAD RIGHT-OF-WAY ABANDONMENT RUNS ADJACENT TO PARCEL NO. 01-144194-22600, PARCEL NO. 01-144194-22100 AND PARCEL NO. 01-144194-07000.

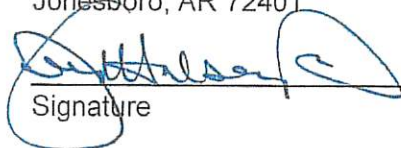
Herewith file and present this petition to the City Council of the City of Jonesboro, Arkansas to have the road right-of-way described above closed and abandoned.

Dated this 22nd day of November, 20 22.

PETITION
(continued)

PROPERTY OWNER, NAME AND ADDRESS

Halsey Real Estate Holdings, LLC
301 E. Washington Ave.
Jonesboro, AR 72401

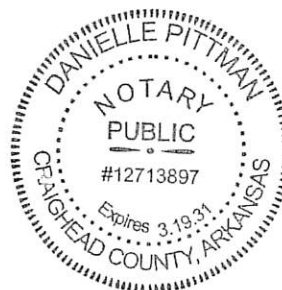

Signature

Date

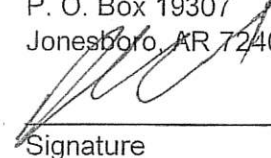
Subscribed and sworn to before me this 22nd day of November, 2022.

Expiration Date: 03.19.2031


Notary



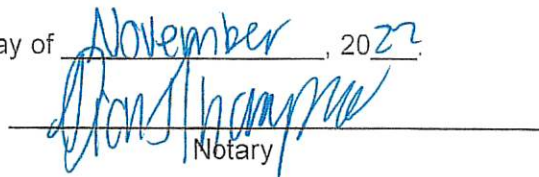
MCP Investments, LLC
P. O. Box 19307
Jonesboro, AR 72403-2307

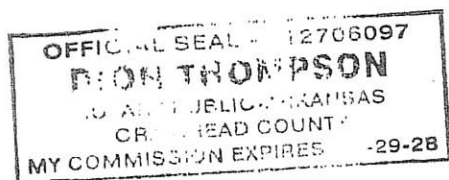

Signature

11/22/22
Date

Subscribed and sworn to before me this 22 day of November, 2022.

Expiration Date: 11-29-28


Notary





127



Owned by the Citizens of Jonesboro

October 25, 2022

City of Jonesboro
P.O. Box 1845
Jonesboro, AR 72403
Attn: April Leggett, City Clerk

Re: Right of Way Abandonment
Judy Street, of Mangrum's Subdivision
Jonesboro, Craighead County, Arkansas

Dear April:

City Water and Light Plant of the City of Jonesboro (CWL) has been requested to relinquish our interest in the right-of-way on the following described property (Existing R.O.W.).

A portion of the existing right-of-way of Judy Street shown on the plat of Mangrum's Subdivision of Block 4 of Senter & Company Addition of the City of Jonesboro of record in Deed Book 40 at Page 446, abutted by Lots 13, 14 and 15. In Block 1 and abutted by Lots 1, 2 and 3 in Block 2 of Mangrum's Subdivision as shown on said plat, less and except the West 20 feet thereof previously abandoned by the City of Jonesboro per Ordinance No. 1051, recorded in Book 151, Page 439, public records of Craighead County at Jonesboro, Arkansas. The right-of-way south of this requested was previously abandoned by the City of Jonesboro per Resolution No. 1962:06.

CWL has no objection to the abandonment of the referenced R.O.W.

Please feel free to contact me with any questions.

Sincerely,

Jake Rice III, P.E.
Manager, City Water & Light

Enclosure

Cc: Benchmark Land Surveying, INC

Jake Rice III, MANAGER

CITY WATER & LIGHT • 400 East Monroe • P.O. Box 1289 • Jonesboro, Arkansas 72403-1289 • 870/935-5581



January 26, 2023

VIA REGULAR MAIL

Mr. Kevin Scrape, PS
Benchmark Land Surveying, Inc.
2500 Alexander Drive Suite A
P.O. Box 1921
Jonesboro, Arkansas 72403

Re: Right- of -Way/Easement abandonment:

Halsey Real Estate Holdings, LLC and MCP Investments, LLC are requesting approval or the abandonment of a portion of the existing right-of-way of Judy Street shown on the plat of Mangrum's Subdivision of Block 4 of Senter & Company Addition to the City of Jonesboro, of record in Deed Book 40 at Page 446, abutted by Lots 13, 14 and 15 in Block 1 and abutted by Lots 1, 2 and 3 in Block 2 of Mangrum's Subdivision as shown on said plat, less and except the West 20 feet thereof previously abandoned by the City of Jonesboro per Ordinance No. 1051, recorded in Book 151, Page 439, public records of Craighead County at Jonesboro, Arkansas. The right-of-way south of this requested abandonment was previously abandoned by the City of Jonesboro per Resolution No. 1962:06. Halsey Real Estate Holdings, LLC owns the property adjacent on the West side and MCP Investments, LLC owns the property adjacent on the East side. They are requesting that a portion of the right-of-way be abandoned. This is to minimize the impact of the existing right-of-way on the property under development. The attached drawing shows the requested right-of-way to be abandoned.

Dear Mr. Scrape:

After reviewing your request of the easement abandonment in the City of Jonesboro, Cebridge Acquisition, L.P. (Suddenlink) has verified there is not active CATV facilities in this easement and consents to the release of this existing right-of-way easement.

Given the verification stated above, Cebridge Acquisition, L.P. has no objection with the requested easement abandonment.

Sincerely,

Joel Watson



Todd R. Gregory
AT&T Arkansas
Right-of-Way &
Joint Pole Use Mgr.

P.O. Box 6505
Hot Springs, AR 71901
Phone: (501) 321-3207
Cell: (501) 276-3791
tg5473@att.com

Transmitted via E-mail

UTILITY APPROVAL FORM FOR RIGHT-OF-WAY, ALLEY AND UTILITY EASEMENT VACATIONS

DATE: 02/14/2023

UTILITY COMPANY: Southwestern Bell Telephone Company d/b/a AT&T Arkansas

REQUESTED VACATION:

City Street Right-of-Way / Easement

I have been notified of the petition for Easement Abandonment within Judy Street Right-of-Way. Southwestern Bell Telephone Company d/b/a. AT&T Arkansas has no cables copper or fiber within this street ROW.

Described as follows:

Halsey Real Estate Holdings, LLC and MCP Investments, LLC are requesting approval or the abandonment of a portion of the existing right-of-way of Judy Street shown on the plat of Mangrum's Subdivision of Block 4 of Senter & Company Addition to the City of Jonesboro, of record in Deed Book 40 at Page 446, abutted by Lots 13, 14 and 15 in Block 1 and abutted by Lots 1, 2 and 3 in Block 2 of Mangrum's Subdivision as shown on said plat, less and except the West 20 feet thereof previously abandoned by the City of Jonesboro per Ordinance No. 1051, recorded in Book 151, Page 439, public records of Craighead County at Jonesboro, Arkansas. The right-of-way south of this requested abandonment was previously abandoned by the City of Jonesboro per Resolution No. 1962:06. Halsey Real Estate Holdings, LLC owns the property adjacent on the West side and MCP Investments, LLC owns the property adjacent on the East side. They are requesting that a portion of the right-of-way be abandoned. This is to minimize the impact of the existing right-of-way on the property under development. The attached drawing shows the requested right-of-way to be abandoned.

UTILITY COMPANY COMMENTS:

No objections to the vacation described above.

Todd R. Gregory

Todd R. Gregory
Right-of-Way Mgr. AT&T Arkansas

Kevin Scrape

From: Allen Nelson <Allen.Nelson@rittercommunications.com>
Sent: Monday, October 24, 2022 8:56 AM
To: Kevin Scrape
Subject: RE: REQUEST FOR RW ABANDONMENT

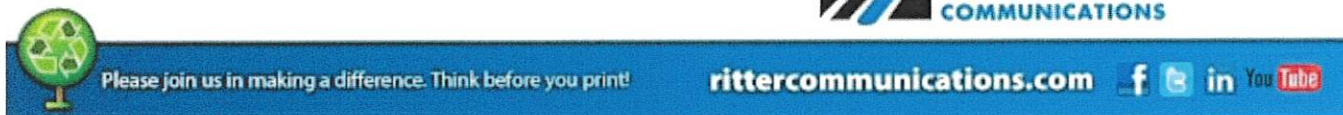
We have no fiber in this area

From: Jeremy Garland <Jeremy.Garland@rittercommunications.com>
Sent: Monday, October 24, 2022 8:12 AM
To: Kevin Scrape <kevin.scrape@bmls-inc.com>
Cc: Allen Nelson <Allen.Nelson@rittercommunications.com>
Subject: RE: REQUEST FOR RW ABANDONMENT

This will need to go to Allen Nelson our local engineer.

Thank You
Jeremy Garland
OSP Engineer 1
2109 Fowler Avenue, Jonesboro AR 72401
Office (870) 336-3451
Mobile (870) 316-6841

Geaux Tigers



From: Kevin Scrape <kevin.scrape@bmls-inc.com>
Sent: Thursday, October 20, 2022 3:44 PM
To: Jeremy Garland <Jeremy.Garland@rittercommunications.com>
Subject: REQUEST FOR RW ABANDONMENT

You don't often get email from kevin.scrape@bmls-inc.com. [Learn why this is important](#)

CAUTION: This is an external e-mail originating outside of Ritter Communications. Do not click on links or open any attachments unless you recognize the sender and know the content is safe. [Please contact IT](#) if you received this warning and the sender address appears to be an employee of Ritter Communications.

The attached pdf file contains details of the requested abandonment. Please call if you need any additional information.



Summit Utilities
1400 Centerview Dr, Ste. 100
Little Rock, AR 72211
summitutilitiesinc.com

UTILITY RELEASE FORM

General Utility Easement, Public Access Easement, Alley, Street, R.O.W.

Utility Company: Summit Utilities Date: 1/4/2023

Requested Abandonment: Abandonment of a portion of the existing right-of-way on Judy Street shown on the plat of Mangrum's Subdivision

Legal Description:

Halsey Real Estate Holdings, LLC and MCP Investments, LLC are requesting approval for the abandonment of a portion of the existing right-of-way of Judy Street shown on the plat of Mangrum's Subdivision of Block 4 of Senter & Company Addition to the City of Jonesboro, of record in Deed Book 40 at Page 446, abutted by Lots 13, 14 and 15 in Block 1 and abutted by Lots 1, 2 and 3 in Block 2 of Mangrum's Subdivision as shown on said plat, less and except the West 20 feet thereof previously abandoned by the City of Jonesboro per Ordinance No. 1051, recorded in Book 151, Page 439, public records of Craighead County at Jonesboro, Arkansas. The right-of-way south of this requested abandonment was previously abandoned by the City of Jonesboro per Resolution No. 1962:06

UTILITY COMPANY COMMENTS:

☒ No objections to the abandonment(s) described above.

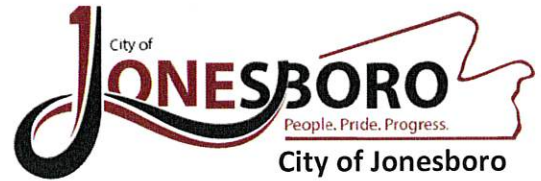
☐ No objections to the abandonment (s) described above, provided the following easements are retained (Exhibit A).

☐ Objects to the abandonment(s) described above, reason described below.

Described
reasons for
objection or
easements to be
retained.

Grace Grubb
Signature of Utility Company Representative

Engineer Gas
Title



Engineering Department
Municipal Building
PO Box 1845
300 S. Church
Jonesboro, AR 72403
(870) 932-2438

October 20, 2022

Kevin Scrape, PS
Benchmark Land Surveying, Inc.
P.O. Box 1921
2500 Alexander Dr., Suite A
Jonesboro, AR 72403

RE: Right-of-way Abandonment

Dear Kevin,

The City of Jonesboro Engineering and Planning Departments concur with the abandonment of a portion of the existing right-of-way of Judy Street shown on the plat of Mangrum's Subdivision of Block 4 of Senter & Company Addition to the City of Jonesboro, of record in Deed Book 40 at Page 446, abutted by Lots 13, 14 and 15 in Block 1 and abutted by Lots 1, 2 and 3 in Block 2 of Mangrum's Subdivision.

If you have questions or comments, feel free to call the number listed above.

Sincerely,

Craig Light, PE, CFM
City Engineer

Derrel Smith
Planning Director

October 20, 2022

Mr. Craig Light, PE
City Engineer
City of Jonesboro
300 South Church Street
Jonesboro, AR 72401

Via e-mail: CLight@jonesboro.org

Dear Mr. Light,

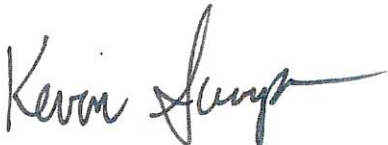
Halsey Real Estate Holdings, LLC and MCP Investments, LLC are requesting approval for the abandonment of a portion of the existing right-of-way of Judy Street shown on the plat of Mangrum's Subdivision of Block 4 of Senter & Company Addition to the City of Jonesboro, of record in Deed Book 40 at Page 446, abutted by Lots 13, 14 and 15 in Block 1 and abutted by Lots 1, 2 and 3 in Block 2 of Mangrum's Subdivision as shown on said plat, less and except the West 20 feet thereof previously abandoned by the City of Jonesboro per Ordinance No. 1051, recorded in Book 151, Page 439, public records of Craighead County at Jonesboro, Arkansas. The right-of-way south of this requested abandonment was previously abandoned by the City of Jonesboro per Resolution No. 1962:06.

Halsey Real Estate Holdings, LLC owns the property adjacent on the West side and MCP Investments, LLC owns the property adjacent on the East side. They are requesting that a portion of the right-of-way be abandoned. This is to minimize the impact of the existing right-of-way on the property under development. The attached drawing shows the requested right-of-way to be abandoned.

Please contact me if you have any questions or comments regarding this request. My number is 870-243-1887.

Thank you for your attention in this matter. If I can be of further assistance or if additional information is needed, please contact me at your convenience.

Sincerely,
Benchmark Land Surveying, Inc.



Kevin Scrape, PS
KS/ss

21239-002.DOC

RESOLUTION

A RESOLUTION TO SET A PUBLIC HEARING REGARDING THE ABANDONMENT OF A PORTION OF RIGHT-OF-WAY ALONG JUDY STREET LOCATED IN THE PLAT OF MANGRUM'S SUBDIVISION OF BLOCK 4 OF SENTER & COMPANY ADDITION TO THE CITY OF JONESBORO, OF RECORD IN DEED BOOK 40 AT PAGE 446 IN JONESBORO, ARKANSAS. AS REQUESTED BY HALSEY REAL ESTATE HOLDINGS, LLC AND MCP INVESTMENTS, LLC.

WHEREAS, the property owners have filed a petition with the City Clerk of the city Jonesboro, Arkansas requesting that a portion of right-of-way of Judy Street located in the Mangrum's Subdivision of block 4 of Senter & Company Addition to the City of Jonesboro, Arkansas be abandoned as described as follows:

THAT PORTION OF JUDY STREET SHOWN ON THE PLAT OF MANGRUM'S SUBDIVISION OF BLOCK 4 OF SENTER & COMPANY ADDITION TO THE CITY OF JONESBORO, OF RECORD IN DEED BOOK 40 AT PAGE 446, ABUTTED BY LOTS 13, 14 AND 15 IN BLOCK 1 AND ABUTTED BY LOTS 1, 2 AND 3 IN BLOCK 2 OF MANGRUM'S SUBDIVISION AS SHOWN ON SAID PLAT, LESS AND EXCEPT THE WEST 20 FEET THEREOF PREVIOUSLY ABANDONED BY THE CITY OF JONESBORO PER ORDINANCE NO. 1051, RECORDED IN BOOK 151, PAGE 439, PUBLIC RECORDS OF CRAIGHEAD COUNTY AT JONESBORO, ARKANSAS.

CONTAINING IN ALL 6,816 SQ. FT. OR 0.16 ACRES, MORE OR LESS.

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

Be vacated and abandoned; and

WHEREAS, the Petition has been presented to the City Council of the City of Jonesboro, Arkansas; AND

WHEREAS, Arkansas Code Annotated 14-301-110 requires two weeks public notice before the above right-of-way can be vacated and abandoned;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Jonesboro, Arkansas that the City Clerk is directed to publish a notice once a week for two consecutive weeks advising the public of the request by the property owners to abandon a portion of right-of-way of Judy Street located in the Mangrum's Subdivision of Block 4 of Senter & Company Addition to the City of Jonesboro, Arkansas mentioned above and this matter will be heard before the City Council on _____, _____, 2022 at 5:25 p.m. in the Council Chambers, 300 South Church, Jonesboro, Arkansas.



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: ORD-23:013

Agenda Date: 3/21/2023

Version: 1

Status: First Reading

In Control: City Council

File Type: Ordinance

AN ORDINANCE FOR A PRIVATE CLUB PERMIT FOR UNBREAKABLE, INC., d/b/a CASA BLANCA MEXICAN GRILL TO BE LOCATED AT 3410 EAST JOHNSON AVE., SUITE C, JONESBORO, ARKANSAS

WHEREAS, Unbreakable, Inc., d/b/a Casa Blanca Mexican Grill, has applied for a private club permit to be located at 3410 East Johnson Ave., Suite C, Jonesboro, Arkansas for the purpose of conducting operations on such premises consistent with Arkansas law including, but not limited to, operating a restaurant; and

WHEREAS, Unbreakable, Inc., d/b/a Casa Blanca Mexican Grill desires to receive approval from the City of Jonesboro, Arkansas for the same; and

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

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

Unbreakable, Inc., d/b/a Casa Blanca Mexican Grill's application for a private club permit is hereby approved and it shall be and is entitled to apply to the Alcoholic Beverage Control Division of Arkansas for a private club permit or license, to be located at 3410 East Johnson Ave., Suite C, Jonesboro, Arkansas, and to conduct operations on such premises consistent with Arkansas law including, but not limited to, operating a restaurant.



City of Jonesboro Private Club Review and Conditions Form

Date 3-3-23 Non-Profit Corp. Unbreakable, Inc
d/b/a: Casa Blanca
Address 3410 E. Johnson Ave mexican grill
Applicant on Behalf of Club Samantha Z. Meza
Home Address 4405 Finn Road
Business Name Casa Blanca Mexican Grill
Business Address 3410 E. Johnson Ave, Suite C

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 X No _____

Signature Chief of Police

Planning and Zoning Department:

Type of Private Club: Restaurant X Hotel/Motel _____
Hours of Operation? _____
Copy of menu for food service? Yes _____ No _____
Zoning C-3

Approve? Yes X No _____

Signature Planning Director

City Clerk:

Date received _____
Date entered in Legistar _____

City Council Action

Approve _____ Deny _____

March 2, 2023

HAND DELIVERED

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

Re: Application for Private Club Permit – Unbreakable,
Inc., d/b/a Casa Blanca Mexican Grill

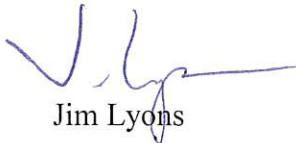
Dear Sirs:

Please find enclosed the following:

1. City of Jonesboro Application for Private Club Permit (Completed, signed and notarized);
2. Schedule A - Individual's Personal History (Completed, signed and notarized);
3. Authority to Release Information (Completed, signed and notarized);
4. Arkansas Criminal History Report for Samantha Meza;
5. Real Estate Lease between Quinn Family Limited Partnership II and Unbreakable, Inc., d/b/a Casa Blanca Mexican Grill;
6. Alphabetized member list (165 names) for Unbreakable, Inc., d/b/a Casa Blanca Mexican Grill; and
7. Receipt for the payment in the amount of \$250.00 to the City of Jonesboro for the application fee.

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

Sincerely,



Jim Lyons

JL/ab

Enclosures

F:\WP60\Matthews, Jackie\Edge Coffee.JPD.Application.ltr.wpd

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.

Unbreakable, Inc., d/b/a Casa Blanca Mexican Grill

Non-Profit Corporation

FEIN #

APPLICANT ON BEHALF OF
CLUB

Samantha

Zelpha

Meza

First

Middle

Last

HOME ADDRESS

4405 Finn Road

Jonesboro

72404

Craighead

Street

City

Zip

County

BUSINESS NAME

Casa Blanca Mexican Grill, LLC

BUSINESS ADDRESS

3410 East Johnson Ave., Suite C, Jonesboro 72405 Craighead

Street

City

Zip

County

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

Quinn Family Limited Partnership II

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

Yes

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

n/a

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

Give names and addresses of all officers/directors of the non-profit organization:

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
Samantha Meza	President	4405 Finn Rd., Jonesboro, AR 72404
Zenia Fortson	Vice President & Secretary	44 Greene 805 Rd., Rector, AR 72461
Dianah Rowan	Treasurer	5616 Harrisburg Rd., Jonesboro, AR 72404

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

Signed this 1st day of March, 2023

Samantha Meza

Signature of Applicant/Managing Agent

President

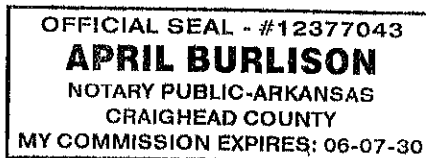
Official Title

Subscribed and sworn to before me this 1st day of March, 2023

April Burlison

Notary Public

My Commission Expires: 06-07-30:



SCHEDULE A – INDIVIDUAL'S PERSONAL HISTORY

I submit answers to the following questions under oath:

1. Name Samantha Meza Sex _____ Date of Birth _____
2. Home Address 4405 Finn Rd., Jonesboro 72404 Phone No. 870 530-4910
Street City Zip
3. Are you a person of good moral character and reputation in your community? Yes
4. Are you a CITIZEN or (PERMANENT RESIDENT ALIEN) of the United States? CIRCLE ONE
Social Security No. _____ Green Card No. _____
5. Are you a resident of Craighead county? Yes
If not, do you live within 35 miles of the premises to be permitted? _____
6. Have you ever been convicted of a felony? YES _____ NO X 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 X 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 (X) Divorced () Separated () Other ()
12. Furnish complete information regarding members of immediate family:

Relationship	Full Name	Address	Occupation
Husband	Jose Meza	4405 Finn Road Jonesboro, AR 72404	Chef
Son	Juan Meza	4405 Finn Road Jonesboro, AR 72404	Student
Son	Carlos Meza	4405 Finn Road Jonesboro, AR 72404	Student
Son	Javier Meza	4405 Finn Road Jonesboro, AR 72404	Student

(a) Are any of the above to be connected with the operation of the outlet? Yes


(b) If so, who and in what capacity? Jose Meza - Chef; Juan Meza - busboy; Carlos Meza - busboy

13. Give your home address (city or town) and dates at each for the past five (5) years:
4405 Finn Road, Jonesboro, AR 7204 - September 2020 to present
2403 Glenn Place, Jonesboro, AR 72404 - September 2011 to September 2020

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

Your Business or Occupation	Name & Address of Employer	Dates of Employment
I2I Networks, Inc.	9355 Sunrise Rd., Blaine, WA 98231	07/17/2022 to present
Casa Blanca Mexican Grill, LLC	Self-Employed; 3410 East Johnson Ave., Suite C, Jonesboro, AR 72405	01/25/2022 to present
CAD Drafter	Chickasaw Nation, Inc.	01/04/2021 to March 2022
Kitchen Staff	Nettleton Public Schools Jonesboro, Arkansas	August 2019 to 01/01/2021

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

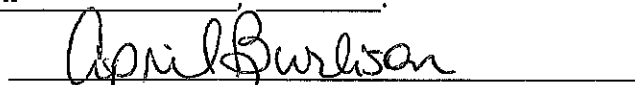

Applicant's Signature

STATE OF ARKANSAS

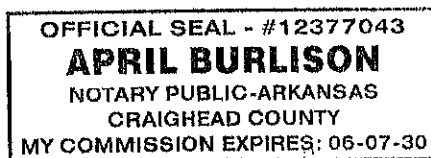
COUNTY OF CRAIGHEAD

Samantha Meza, 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 1st day of March, 2023.


Notary Public

My Commission Expires: 06-07-30:



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.

Samantha Meza
Signature - Full Name

03/01/2023

Date

4405 Finn Road

Home Address

Jonesboro	Arkansas	72404
City	State	Zip

4405 Finn Road

Mailing Address

Jonesboro	Arkansas	72404
City	State	Zip

870 530-4910	870 932-0247
--------------	--------------

Contact Phone	Business Phone
---------------	----------------

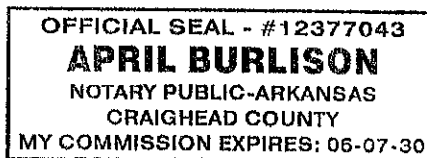
samanthameza4@yahoo.com

Email Address

Subscribed and sworn to before me this 1st day of March, 2023.

April Burlison
Notary Public

My Commission Expires: 06-07-30 :



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: **Meza** First: **Samantha** Middle: **Zelpha**
Date of Birth: Sex: Race:
Social Security Number: (not verified, supplied at time of request)
Home/Mailing Address: **4405 Finn Road Jonesboro, AR 72404**

- NO CRIMINAL HISTORY FOUND FOR THIS SUBJECT -

Requestor Information

Transaction Number: **ABC003707212**

Date: **01/11/2023** Agency Reporting: **Arkansas State Police**

Purpose: **ABC Mandated pursuant to Arkansas Code §3-2-103 regarding applicants for alcohol permits issued by the Alcoholic Beverage Control Division.**

Released To: **Tessie Stokes On Behalf of Lyons & Cone, PLC**

Representing: **Lyons & Cone, PLC**

Mailing Address: **407 South Main St. Jonesboro, AR 72401**

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.

State of Arkansas
Arkansas State Police
Identification Bureau
TS

REAL ESTATE LEASE

Lease Agreement (the "Lease") is made effective as of the 12th day of July, 2021, by and between Quinn Family Limited Partnership II ("Landlord"), and Unbreakable, Inc. d/b/a ("Tenant").
Casa Blanca Mexican Grill

WHEREAS, the Landlord is the owner of certain real property which is described herein on the attached Exhibit A and which is known as The Shoppes on Hilltop ("Shopping Center"); and

WHEREAS, the Tenant is desirous of leasing a portion of such real property which is described as the Premises below upon the terms and conditions contained herein.

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

1. PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant retail space at The Shoppes at Hilltop, described as 3410 E. Johnson, Ste. C Jonesboro, Arkansas, 72401 containing approximately 2391.2 square feet (the "Premises").
2. TERM. The lease term shall be for a period of five (5) years and shall commence on the 12th day of October, 2021 (the "Commencement Date") and shall terminate on the 27th day of October, 2026 (the "Termination Date").
3. RENT PAYMENTS. Tenant shall pay to Landlord monthly base rental payments of \$3188.27 payable, in advance and without demand on or before the first (1st) day of each calendar month. Such payments shall be made to Landlord at the address set forth below or such address as may be changed from time to time by Landlord. In the event Tenant fails to pay any installment of rent or additional rent or other amounts payable hereunder within ten (10) days of when such installment or payment is due, to help defray the additional cost to Landlord for processing such late payments, Tenant shall pay to Landlord on demand a late charge for each day such installment or payment is received after such date in an amount equal to Twenty Five and 00/100 Dollars (\$25.00) per day. The provisions for such late charge shall be in addition to all of Landlord's other rights and remedies hereunder and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner.
4. OPTION TO RENEW, RENEWAL RENT. This lease shall automatically renew for an additional period of five (5) years, unless either party gives written notice of the termination no later than one hundred twenty (120) days prior to the end of the then existing term. The lease terms and conditions during each renewal term shall be the same as those contained in this Lease, except that the rent due

hereunder shall increase seven and one half percent (7.5%) over the then existing rent.

5. **HOLDOVER.** If Tenant maintains possession of the Premises for any period after the termination of any term of this Lease without renewal and without Landlord's prior written consent, such tenancy shall be construed as a tenancy from month to month only. Such monthly rent shall be equal to the rent paid for the last month of the term of this Lease plus fifty percent (50%) of such amount as well as all common area maintenance charges, taxes, insurance and all other sums normally due hereunder from Tenant.
6. **SECURITY AND CLEANING DEPOSIT.** Tenant has deposited with Landlord the sum of \$3188.27 which is equal to the last month's rent as security for the full and faithful performance by Tenant of all of the terms of this Lease required to be performed by Tenant. Such sum shall be returned to Tenant after the expiration of this Lease, provided Tenant has fully and faithfully carried out all of its terms, including, but not limited to, vacating the premises in a clean condition.
7. **SIGNAGE AND PROMOTIONS.** Tenant shall be required to purchase and install, at Tenant's expense, lighted exterior signage identifying Tenant's business. Such exterior signage shall be approved in writing by the Landlord and shall be installed on the fascia of the building where the Premises are located as directed and approved by Landlord. Such exterior signage must be equipped with photocell technology and shall be installed no later than sixty (60) days following the Commencement Date. Tenant agrees to make all repairs and undertake regular cleaning of its exterior signage, which may be made at the reasonable request of Landlord. Tenant may not conduct sidewalk sales or similar promotions involving the exterior of the Premises or common areas without the prior written consent of Landlord.
8. **QUIET ENJOYMENT.** As long as Tenant is not in default hereunder, Landlord covenants that Tenant shall peaceably hold and enjoy the Premises, subject to the terms of this Lease.
9. **SURRENDER OF PREMISES.** At the expiration of the term of this Lease, Tenant shall return the Premises to Landlord in the same condition as existed as of the Commencement Date of the original Lease Term of this Lease in a clean condition and in good repair in all respects, reasonable use, wear and tear and damage by fire or other casualty or by condemnation excepted.
10. **USE OF PREMISES.** Tenant may only use the Premises for the purpose of a Mexican Restaurant. Such Premises shall not be used for any other purpose whatsoever without the prior written consent of Landlord.

11. **REMODELING OR STRUCTURAL IMPROVEMENTS.** Tenant shall not perform any construction, remodeling or structural improvements to the Premises without the prior written consent of the Landlord. In the event that Landlord gives Tenant permission for such construction, remodeling or structural improvements to the Premises, Tenant shall not permit any liens to be placed upon or against the Premises. At the end of any term of this Lease, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures or structural improvements to the Premises and shall restore the Premises to substantially the same condition as existed as of the Commencement Date of the original Lease Term of this Lease.
12. **TENANT'S MAINTENANCE.** Tenant, at Tenant's sole expense, shall have the obligation at all times to maintain the Premises in as good repair as the Premises are as of the Commencement Date of this Lease consistent with the operation of an upscale shopping center. This obligation shall include, without limitation, maintenance, repair and/or replacement of:
 - a. All plumbing, waterlines, and all plumbing fixtures located inside the outer walls of the Premises;
 - b. the air conditioning system;
 - c. the heating system;
 - d. glass, light fixtures, light bulbs, floors, ceiling tiles, and interior walls;
 - e. all electrical wiring and all electrical fixtures; and
 - f. and all other items not specifically delegated to Landlord under this Lease.
13. **LANDLORD'S MAINTENANCE.** Landlord at Landlord's expense shall maintain and repair all items with respect to the roof, exterior walls, and the floors excluding floor coverings of the Premises unless such damage or need for repairs are caused by Tenant, Tenant's agents, invitees, employees, customers, visitors or others using or visiting Tenant's Premises. If such damage or need for repairs to the roof, exterior walls, and the floors excluding floor coverings of the Premises are caused by Tenant, Tenant's agents, invitees, employees, customers, visitors or others using or visiting Tenant's Premises, then Tenant shall perform all repairs to such items at Tenant's expense or shall reimburse Landlord for the cost of such repairs if Landlord performs or has such repairs performed.
14. **ACCESS BY LANDLORD TO PREMISES.** Landlord shall have the right to enter the Premises at all reasonable times to make inspections, make repairs, provide necessary services, or show the unit to prospective buyers, mortgagees, and during the one hundred nineteen (119) days preceding the expiration of any term of this Lease, to show the Premises to persons who may wish to lease the

same. If Landlord elects, at Landlord's sole option, to make any repairs required to be made by Tenant under Paragraph 12 or 13 hereof, Tenant shall pay Landlord as additional rent a sum equal to the amounts expended by Landlord plus interest thereon at the maximum legal interest rate beginning within ten (10) days after Landlord presents Tenant with a statement setting forth the repairs made and the amounts expended.

15. **UTILITIES AND SERVICES.** Tenant shall be responsible for the payment of all bills and/or assessments for electricity, natural gas, water and sewer, telephone, cable and any other utilities or similar services used on the Premises by Tenant. To the extent that Landlord is billed for any such services by the provider thereof Tenant shall reimburse Landlord for the amount thereof within ten (10) days of being furnished with a statement from Landlord with respect thereto. In the event that any utilities are used in common or used for the common benefit of all Tenants of the Premises, then Tenant shall pay Tenant's proportionate share of the charges for such utility usage. Tenant's proportionate share of the charges for utility usage shall be calculated and paid as part of the Cost and Maintenance of the Common Area.
16. **COST AND MAINTENANCE OF COMMON AREA.** Landlord will operate, maintain and repair or cause to be operated, maintained or repaired, the common areas of the Shopping Center in which the Premises are located which includes the grounds around Tenant's building, the parking lot, the sidewalks, the landscaped areas as well as any other areas which are intended to be used by all Tenants, all of the Tenants' invitees, employees, customers, visitors or others using or visiting Tenant's Premises ("Common Areas"). "Landlord's Common Area Maintenance Costs" shall mean all costs of operating and maintaining the Common Areas in a manner deemed by Landlord appropriate for the interest of the Tenants in general and all other persons who use the Shopping Center. The costs and expenses which constitute Landlord's Common Area Maintenance Costs are Landlord's expenses and costs incurred in maintaining and repairing the Common Areas which shall include, but are not limited to, all costs and expenses of protecting, operating, advertising, repairing, repaving, sealing, lighting, cleaning, painting, striping, maintaining the landscaping, irrigation system, mowing grass, care of shrubs and bushes, monument signage for the Shopping Center, holiday decorations, the sewer, water pipes and other matters related to the plumbing from the sewer main to the building where the Premises are located, removing snow, ice, and debris, police protection, security and security patrol, fire protection, regulating traffic, inspecting, repairing and maintenance of machinery and equipment used for the operation of the Common Area, expenses of utilities, together with an administrative and overhead charge equal to fifteen percent (15%) of all of the foregoing and all other of Landlord's Common Area Maintenance Costs. NOTE: Landlord does not have any obligation to provide any snow, ice, or debris removal, police protection, security or security patrol, fire protection or traffic regulation. However, Landlord may choose to provide any one or more of these services at its option and in its sole discretion.

Tenant will pay to Landlord as additional rent such portion of Landlord's Common Area Maintenance Costs for each calendar year during any term of this Lease in the same ratio to the total of Landlord's Common Area Maintenance Costs as the square footage of the Premises bears to the square footage of the entire Shopping Center building (which is available for lease) where the Premises are located.

Tenant's share of Landlord's Common Area Maintenance Costs shall be paid in monthly installments in an amount estimated from time to time by Landlord with such installment being due on or before the first (1st) day of each calendar month. After the end of each calendar year, the total Landlord's Common Area Maintenance Costs for such year (and at the end of any term, the total of Landlord's Common Area Maintenance Costs for the period since the end of the preceding calendar year) shall be determined by Landlord and Tenant's share shall be adjusted by credit or payment as necessary. Such payment shall be made within ten (10) days of the determination of the amount due. If requested, Landlord shall provide to Tenant an itemized list of Landlord's Common Area Maintenance Costs showing all expenses incurred and the date each expense was paid. Landlord's records of Landlord's Common Area Maintenance Costs for any period shall be available for inspection by Tenant at Landlord's office for six (6) months after Landlord notifies Tenant of Tenant's share of Landlord's Common Area Maintenance Costs for such period. Tenants' share of the maintenance of the Common Area for the first (1st) year of the Term is estimated at Three and 00/100 Dollars (\$3.00) per square foot, which equals \$7,173.40 per annum, to be paid at a rate of \$597.82 per month. Landlord, at its sole discretion, from time to time, may adjust the estimate of the Tenant's share of the maintenance costs of the Common Area.

17. **INSURANCE.** All property of any kind that may at any time be used, placed or brought on to the Premises during the term of this Lease by or for Tenant, any of Tenant, Tenant's agents, invitees, employees, customers or visitors shall be at the sole risk of the Tenant or the owner of such property. Landlord shall have no obligation to protect, care for or insure any such property. Further, Tenant shall carry contents coverage insurance on the contents of Tenant's Premises. To the extent not covered by insurance, Tenant will save, indemnify and hold Landlord free and harmless from any and all liability or any injury, loss, or damage to person or property arising out of any cause associated with its business or use of the Premises, including its omission to act.

Tenant agrees to provide public liability insurance naming Landlord as an additional insured to protect Landlord from loss customarily covered by such insurance in at least the following amount:

\$1,000,000.00 - Combined Single Limit

Tenant shall deliver appropriate evidence to Landlord as proof that such insurance is in force. Such insurance shall provide that Landlord shall receive no less than ten (10) days notice prior to any termination of such insurance policy(ies).

Landlord shall procure and maintain insurance on the entire Shopping Center building and Premises. Such cost shall be included in the Landlord's Common Area Maintenance Costs and Tenant shall pay Tenant's proportionate share of the charges for such insurance. Tenant's proportionate share of the charges for such insurance usage shall be calculated as part of the Cost and Maintenance of the Common Area.

18. **INDEMNITY AND LIMITATION OF LIABILITY.** Tenant shall indemnify and hold Landlord harmless from any and all fines, suits, claims, demands, and actions of any kind (including attorney's fees) by reason of any negligence, misconduct, or any breach, violation, or non-performance of any covenant hereof on the part of Tenant or Tenant's agents, invitees, employees, customers or visitors. 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 from any cause whatsoever except Landlord's negligence.
19. **DANGEROUS MATERIALS.** Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character or nature that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord which specifically covers such dangerous materials.
20. **ENVIRONMENTAL MATTERS.** Tenant shall at all times operate the Premises in compliance with all applicable laws, rules, regulations, orders, ordinances, judgments and decrees of all governmental authorities with respect to all environmental statutes, rules and regulations.
21. **TAXES.** Tenant shall pay all personal property taxes, sales and use taxes, and any other charges which may be levied against the Premises or the business conducted thereon due to Tenant's use or occupancy thereof. Further, Tenant shall reimburse Landlord for Tenant's proportionate share of the real estate taxes and special assessments attributable to Shopping Center property. Such proportionate share shall be calculated and paid as part of Tenant's share of Landlord's Common Area Maintenance Costs.

22. **MECHANIC'S LIENS.** Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanic's or materialman's liens or any other kind of lien on the Premises. Further, Tenant shall give written notice in advance of any construction, remodeling or structural improvements to the Premises that such lien claim by any contractor, subcontractors or suppliers of goods, labor, or services that such liens will not be valid.
23. **CONSENT TO TRANSFER; ATTORNEMENT.** Tenant shall, upon demand, in the event of the sale (including any foreclosure sale) or assignment of Landlord's interest in the Premises, attorn to the purchaser or assignee and recognize such purchaser or assignee as Landlord under this Lease.
24. **WRITTEN DECLARATION; ESTOPPEL CERTIFICATE.** Tenant shall, upon request of Landlord, execute and deliver to Landlord or any designee of Landlord a written declaration in recordable form: (a) ratifying this Lease; (b) expressing the Commencement Date and Termination Date of this Lease; (c) certifying that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be stated); (d) certifying that all conditions under this Lease to be performed by Landlord have been satisfied (except such conditions as shall be stated); (e) that there are no defenses or offsets against the enforcement of this Lease by the Landlord, or stating those claimed by Tenant; (f) the amount of advance rental, if any (or none if such is the case), paid by Tenant; (g) the date to which rental has been paid; and (h) the amount of any security/cleaning deposit held by Landlord. Such certificate shall be executed and delivered by Tenant from time to time as may be requested by Landlord.
25. **DEFAULT AND REMEDIES.** A default of this Lease on the part of Tenant shall be deemed to have occurred if:
- (a) Tenant shall fail to pay Landlord any rent within ten (10) days of the due date thereof;
 - (b) Tenant shall fail to pay Landlord any amount other than rent within ten (10) days after written notice of such sum being due is given to Tenant;
 - (c) Tenant shall fail to perform or comply with any of the other covenants or conditions of this Lease within thirty (30) days after written notice by Landlord to Tenant specifying the condition to be performed or complied with or, if the performance cannot reasonably be completed had within such thirty (30) day period, Tenant shall not in good faith have commenced performance within the thirty (30) day period and shall not diligently proceed to completion of performance;

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

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

In the event of any default hereunder, Landlord at any time thereafter, may re-enter the Premises and expel and remove Tenant or any person or persons occupying the Premises and may remove all personal property therefrom. Upon re-entry Landlord may, at its option, relet the Premises or any part thereof as the agent of Tenant, and Tenant shall pay Landlord the difference between the rent hereby reserved for the portion of the term remaining at the time of re-entry and the amount received under such reletting for such portion of the term. Upon re-entry Landlord may at its option, terminate this Lease and at any time thereafter recover from Tenant all sums then due as well as the amount by which all rent and other payments to be made by Tenant exceed the reasonable rental value of the Premises for the remainder of the Lease term. All actions taken by Landlord pursuant to this paragraph shall be without prejudice to any other remedies that otherwise might be available in respect of any default hereunder.

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

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

27. NO WAIVER. The subsequent acceptance of rent hereunder by Landlord shall not be deemed a waiver of any preceding breach of any obligation hereunder by Tenant other than the failure to pay the particular rental so accepted, and the waiver of any breach of any covenant or condition by Landlord shall not constitute a waiver of any other breach regardless of knowledge thereof.
28. ASSIGNMENT OR SUBLETTING. Tenant shall not assign or sublease the Premises or any portion thereof without the prior written consent of Landlord. Consent to one assignment or subletting shall not be deemed a consent to any other assignment or subletting. The transfer of the majority of the voting stock of Tenant if Tenant is a corporation, the transfer of a majority of the partnership interest in Tenant if Tenant is a partnership, the transfer of a majority of the membership interest if Tenant is a limited liability company and any transfer by operation of law will be deemed an assignment requiring Landlord's consent. In the event of any assignment or subletting, Tenant shall remain fully responsible under this Lease.
29. HEIRS, SUCCESSORS AND ASSIGNS. All the terms, covenants, and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, successors-in-title and assigns of the parties hereto.
30. NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by certified mail, return receipt requested, postage prepaid, addressed as follows:

Landlord:

QUINN FAMILY LIMITED PARTNERSHIP II
4506 Mt. Carmel Rd.
Jonesboro, AR 72404

with a copy to:

Pamela A. Haun
Waddell, Cole & Jones, P.A.
P.O. Box 1700
Jonesboro, AR 72403
870.931.1800 (facsimile)

TENANT:

Casa Blanca Mexican Grill

EIN: _____

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

31. ATTORNEY'S FEES. In the event it becomes necessary for Landlord to employ an attorney to enforce collection of the rents or any other sums agreed to be paid herein, or to enforce compliance with any of the covenants or agreements herein contained, Tenant shall be liable for attorney's fees, costs and expenses incurred by the Landlord.
32. ENTIRE AGREEMENT/AMENDMENT. This Lease contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written. The Lease may be modified or amended only in writing signed by the parties hereto.
33. SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.
34. SUBORDINATION OF LEASE. Subject to Tenant's right to peaceful enjoyment of the Premises for so long as Tenant complies with the terms of the Lease, this Lease is subordinate to any mortgage that now exists, or may be given later by Landlord.
35. LAW GOVERNING. This Lease shall be governed by and construed in accordance with the laws of the State of Arkansas.
36. FINANCIAL INFORMATION. Upon request from Landlord, Tenant agrees to furnish to Landlord the most current financial information available [dated within the previous twelve (12) months] of Tenant and all guarantors which shall accurately reflect the financial condition of Tenant and each guarantor. Tenant authorizes Landlord to disclose such financial information to any lender or potential lender of Landlord or to a potential buyer of the Premises, so long as such potential buyer is subject to a confidentiality agreement with Landlord.
37. PERSONAL GUARANTY OF PERFORMANCE. The undersigned guarantors, Samantha Meza and Isidro Meza, jointly and severally, for separate consideration received and acknowledged by them, personally guarantee the full and prompt payment to Landlord of any and all obligation(s) and liability(ies) of every kind and nature of the Tenant to Landlord. Guarantors agree and promise that, in the event of default by Tenant in the payment of the rent installments, additional rent, or any other covenants of the Lease, the guarantors, jointly and severally, will pay any sum or sums due hereunder, plus damages which may accrue in favor of the Landlord, without prior notice to the undersigned of any such default on the part of the Tenant. Landlord shall not be first required to exhaust remedies available to the Landlord

against said Tenant but may recover of and from the guarantors, or any of them as the principal obligors. This guaranty shall be binding upon the heirs, executors, administrators, personal representatives and assigns of such guarantors. Further, such guarantors agree to pay all expenses, legal and/or otherwise, including court costs and attorney's fees, paid or incurred by Landlord in endeavoring to collect such indebtedness, obligation(s) and liability(ies), or any part thereof, and in enforcing this guaranty. This guaranty shall be a continuing, absolute and unconditional guaranty, and shall remain in full force and effect until any and all of Tenant's indebtedness, obligation(s) and liability(ies) which arose under this Lease shall be fully paid.

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

LANDLORD:

QUINN FAMILY LIMITED
PARTNERSHIP II

By: Johanna G. Quinn
Johanna G. Quinn, Trustee of the
Quinn Revocable Management Trust,
General Partner

TENANT:

DocuSigned by:

[Signature]
82310B29C0CF478...

DocuSigned by:

[Signature]
82310B29C0CF478...

Name: Samantha Meza
Title: _____

GUARANTORS:

DocuSigned by:

[Signature]
82310B29C0CF478...

DocuSigned by:

[Signature]
BDEB0729FA74A7...

Name: Isidro Meza

F:\USERS\PAH\Estate Planning\Quinn, J. Wade & Johanna\Quinn Family Limited Partnership II\General
Matters\Shoppes Hilltop Real Estate Lease (Form)-Revised.doc

UNBREAKABLE, Inc.
d/b/a Casa Blanca Mexican Grill
Membership List

	A	B	C	D	E	F
1	First Name	Last Name	Street	City	State	Zip
2	Jaime	Alvizu	107 Ryerson St.	Leachville	AR	72438
3	Brandon	Anderson	2512 Forest Home	Jonesboro	AR	72401
4	Cassie	Armstrong	5108 Prospect Dr.	Jonesboro	AR	72405
5	Micah	Arnold	113 Janis Drive	Brookland	AR	72417
6	Joe	Austin	621 A Holman	Brookland	AR	72417
7	Jessica	Austin	1202 W. Mueller	Paragould	AR	72450
8	Bonnie	Baker	100 Skylark Ave.	Lake City	AR	72437
9	Robin	Banks	2604 South Madison Apt C	Jonesboro	AR	72401
10	Amy	Barley	67 CR 794	Jonesboro	AR	72405
11	Micah	Bell	3817 Greene Rd 625	Paragould	AR	72450
12	Kyle	Best	6000 Beaver Creek Lane	Jonesboro	AR	72404
13	Donnie	Bloom	1005 French Street	Jonesboro	AR	72401
14	Maddie	Booth	4528 Wolf Run Trail	Jonesboro	AR	72401
15	Crystal	Booth	2510 East Highland	Jonesboro	AR	72401
16	Hailey	Bounds	1830 E. Johnson	Jonesboro	AR	72401
17	Sarah	Bowden	4049 Hwy 351	Jonesboro	AR	72405
18	Christopher	Boyles	2403 Cody St.	Paragould	AR	72450
19	Philip	Briner	2204 Chastain Dr.	Jonesboro	AR	72405
20	Lloyd	Brooks	2117 Wingate	Jonesboro	AR	72404
21	Briley	Brothers	2623 Cherokee St. Apt 2	Jonesboro	AR	72401
22	Julie	Bunch	92 CR 100 Apt 131	Bono	AR	72416
23	Alexander	Burnett	4010 Lori Spence	Paragould	AR	72450
24	Daniel	Carpenter	685 N. Highway 77 South	Manila	AR	72442
25	Jamie	Cinch	901 Melton	Jonesboro	AR	72401
26	Ethan	Clayton	1711 Arch St.	Jonesboro	AR	72401
27	Mike	Coggin	546 CR 728	Jonesboro	AR	72405
28	Ernest	Cooper	2709 Freedom Dr.	Jonesboro	AR	72401
29	Jason	Cooper	109 E. Hinkley	Brookland	AR	72417
30	Kayla	Copeland	3428 Village	Jonesboro	AR	72405
31	Stephanie	Cornell	1408 Medallion Circle	Jonesboro	AR	72401
32	Mark	Counts	1210 Country Club Terrace	Jonesboro	AR	72401
33	Hannah	Cox	313 East Oak Ave.	Jonesboro	AR	72401
34	Jonathan	Crain	2008 Sheffield Dr	Jonesboro	AR	72405
35	Travis	Craine	709 South 4th St. Apt 1	Paragould	AR	72450
36	Laura	Davis	214 CR 7592	Jonesboro	AR	72405
37	Dillon	Davis	1304 Dana Debbie	Jonesboro	AR	72405
38	Jamie	Davis	670 CR 765	Brookland	AR	72417
39	Michelle	Dean	3101 Prestwick Circle	Jonesboro	AR	72405
40	Brad	DeLong	221 CR 713	Jonesboro	AR	72401
41	Mary	Diaz	2401 Twin Oaks	Jonesboro	AR	72401
42	Elisha	Doane	3517 Derby Drive	Jonesboro	AR	72404
43	Deena	DuBar	1186 CR 751	Jonesboro	AR	72401
44	Nancy	Dudley	605 Arrowhead	Jonesboro	AR	72401
45	TJ	Eason	4800 Reserve Blvd.	Jonesboro	AR	72405
46	Amanda	Eaton	4317 Weldon Lane	Jonesboro	AR	72404
47	Kalisha	Ester	611 Stratford Dr. Apt #1	Jonesboro	AR	72401

UNBREAKABLE, Inc.
d/b/a Casa Blanca Mexican Grill
Membership List

	A	B	C	D	E	F
48	Arlssa	Farmer	108 N. Magnolia Drive	Trumann	AR	72472
49	Anthony	Flanagan	4509 Key Largo	Jonesboro	AR	72405
50	Zenia	Fortson	44 Greene 805 Rd.	Rector	AR	72461
51	Lindsey	Foster	3517 Derby Drive	Jonesboro	AR	72404
52	Joseph	Foster	6161 Humphries Ln.	Harrisburg	AR	72432
53	Jennlfer	French	3813 Hill Drive	Jonesboro	AR	72401
54	Douglas	Furr	1210 Tony Drive	Jonesboro	AR	72401
55	Justin	Galbert	4821 Winged Foot Ln	Jonesboro	AR	72401
56	Garrett	Gentry	5229 Prospect Trail	Jonesboro	AR	72401
57	Nicolas	Gerard	819 Strawn	Jonesboro	AR	72401
58	Zach	Gilliam	212 CR 723	Jonesboro	AR	72405
59	LeAnn	Granara	705 Crescent Cove	Jonesboro	AR	72401
60	Kristi	Greenwood	3207 Aggie Rd.	Jonesboro	AR	72401
61	Susan	Greenwood	3702 Aggie Road	Jonesboro	AR	72401
62	Jacob	Grins	1700 McNatt	Brookland	AR	72417
63	Leslie	Hannah	2307 N. Patrick	Jonesboro	AR	72405
64	Charles	Haring	3409 Old Donnick	Jonesboro	AR	72401
65	Anna Claire	Harris	3431 Brody Ross Lane	Jonesboro	AR	72401
66	Chelsea	Harris	313 Cross Ave.	Trumann	AR	72472
67	Brian	Hendrix	20831 Deerwood	Harrisburg	AR	72432
68	Felicia	Henley	638 Egerton	Trumann	AR	72472
69	Andrea	Hicks	1614 crepe Myrtle Dr.	Jonesboro	AR	72405
70	Robert	Hodge	4100 Aggie Rd.	Jonesboro	AR	72405
71	Paula	Holmes	6055 Prairie Meadow	Jonesboro	AR	72404
72	Lindsey	Hooper	17 CR 7612	Brookland	AR	72417
73	Alex	Howard	4850 Reserve Blvd	Jonesboro	AR	72405
74	Jeremy	Huddleston	2909 Philadelphia Cove	Jonesboro	AR	72401
75	Tyler	Huggins	1209 Bobtail Lane	Jonesboro	AR	72405
76	Katherine	Hydrick	1304 Dana Debbie	Jonesboro	AR	72405
77	Xandri	Inman	2623 Cherokee St. Apt 2	Jonesboro	AR	72401
78	Kason	Irvin	1830 E. Johnson	Jonesboro	AR	72401
79	Megan	Isbell	4800 Reserve Blvd.	Jonesboro	AR	72405
80	Philip	Jackson	1605 Roleson Land	Jonesboro	AR	72404
81	Cassie	Jacobs	201 S Hunter Lane	Jonesboro	AR	72405
82	Colton	Jaynes	4003 Harrisburg Rd.	Jonesboro	AR	72404
83	Ricky	Johnson	416 South Davis	Manila	AR	72442
84	Ashton	Jones	433 N. Millon	Trumann	AR	72472
85	Joe	Jordan	313 S. Hunter Lane	Jonesboro	AR	72405
86	Jade	Kawasaki	5306 Apt Dr.	Jonesboro	AR	72404
87	Bonnie	Kimbrough	1107 Thrush Rd	Jonesboro	AR	72401
88	William	King	1808 Old Greensboro Rd	Jonesboro	AR	72405
89	Douglas	Kruse	2106 Mimosa Drive	Paragould	AR	72450
90	Janice	Kunathe	232 Cypress Dr.	Trumann	AR	72472
91	Mykayla	Ladd	807 Burke Ave. B	Jonesboro	AR	72401
92	Josh	Langford	1 Gilbert Street	Paragould	AR	72450
93	Jackie	Latham	2005 Hunter	Jonesboro	AR	72405
94	Tylor	Lawrence	1210 Tony Drive	Jonesboro	AR	72401

UNBREAKABLE, Inc.
d/b/a Casa Blanca Mexican Grill
Membership List

	A	B	C	D	E	F
95	William	Lewis	44 Greene 805 Rd.	Rector	AR	72461
96	Kenneth	Long	201 CR 917	Brookland	AR	72417
97	Olivia	Looney	5122 Garrett Stream	Dallas	TX	75206
98	Dulce	Lopez	401 Hayes Place	Paragould	AR	72450
99	Amy	Mancilla	1404 Granger Dr	Jonesboro	AR	72405
100	Ernesto	Mancilla	329 Linda Dr.	Bono	AR	72416
101	James	McAlister	1400 James St	Jonesboro	AR	72401
102	Tamara	McDaniel	306 Emma Drive	Brookland	AR	72417
103	Jessica	McDonald	1075 West Clay St.	Piggott	AR	72454
104	Cindy	McDougle	133 CR 743	Jonesboro	AR	72405
105	Kimberly	McGrath	967 Links Dr., Apt 12	Jonesboro	AR	72404
106	Jennifer	Milton	126 Sycamore	Trumann	AR	72472
107	Charisa	Mitchell	2005 Broadmoor	Jonesboro	AR	72401
108	Andrew	Moore	103 Summer Leigh Cove	Bay	AR	72411
109	Andrew	Moreno	118 Leonard Dr.	Bono	AR	72416
110	Tyler	Morgan	4408 Fox Meadow	Jonesboro	AR	72404
111	Jon	Moss	48 CR 917	Brookland	AR	72417
112	Jason	Myers	129 Green Rd 726	Paragould	AR	72450
113	Lacey	Newsom	345 Meadowhills Dr.	El Dorado	AR	71730
114	John	Nieley	605 Bard Rd.	Paragould	AR	72450
115	Brian	Nodher	105 Melrose St.	Jonesboro	AR	72401
116	Sadie	Organ	2702 Ridgpointe	Jonesboro	AR	72404
117	Kirby	Patterson	1795 CR 791	Brookland	AR	72417
118	Brian	Paz	113 Drake St.	Jonesboro	AR	72401
119	Tony	Pemberton	2506 N. 29th Street	Paragould	AR	72450
120	Hailey	Perronne	5404 Nathan Drive	Jonesboro	AR	72401
121	Hannah	Pitcher	97 Brookland St. #4	Brookland	AR	72417
122	Clifford	Pleasant	4200 Peachtrete Ave.	Jonesboro	AR	72405
123	Rodney	Poff	1409 White Oak	Jonesboro	AR	72401
124	Stawn	Pyle	13942 Brian	Joplin	MO	64801
125	Rob	Quarnstrom	42 Greystone Blvd.	Cabot	AR	72023
126	Manuela	Ramierz	160 CR 766	Jonesboro	AR	72405
127	Wayne	Reece	104 Clinton Dr.	Brookland	AR	72417
128	Gentry	Riddle	4209 Sage Meadows Blvd	Jonesboro	AR	72405
129	Aaron	Riggin	517 Paragould Dr.	Jonesboro	AR	72401
130	Thomas A.	Rigsby	76 Miller	Ash Flat	AR	72513
131	Alison	Roach	1886 CR 903	Jonesboro	AR	72401
132	Roy	Rohn	41 CR 7961	Jonesboro	AR	72405
133	Heather	Ross	598 CR 307	Jonesboro	AR	72401
134	Nicholas	Rovinsky	8524 Old Military Ln.	Harrisburg	AR	72432
135	Harold	Rowan	5616 Harrisburg Rd	Jonesboro	AR	72404
136	Dianah	Rowan	5616 Harrisburg Rd	Jonesboro	AR	72404
137	Michael	Ryan	1610 Stone St.	Jonesboro	AR	72401
138	Aurora	Segura	102 Ryerson St.	Leachville	AR	72438
139	Debbie	Sharp	1221 N. Church St.	Jonesboro	AR	72401
140	Lance	Sharp	1217 N. Church	Jonesboro	AR	72401
141	Devon	Shores	1210 Tony Drive	Jonesboro	AR	72401

UNBREAKABLE, Inc.
d/b/a Casa Blanca Mexican Grill
Membership List

	A	B	C	D	E	F
142	Julie	Sims	101 Cypress Pointe	Paragould	AR	72450
143	Ashley	Smith	2701 Rankin Dr.	Jonesboro	AR	72404
144	Austin	Smith	5555 Macedonia Rd. Apt T79	Jonesboro	AR	72405
145	Casey	Spencer	2806 Paradise Hills Ln	Jonesboro	AR	72405
146	Riley	Swafford	134 Dove Cove	Beebe	AR	72012
147	Tonistea	Taylor	5212 Propect	Jonesboro	AR	72404
148	Pam	Taylor	516 Woodland Circle	Trumann	AR	72472
149	Devin	Taylor	4307 Southbrook Dr.	Jonesboro	AR	72404
150	Matt	Thomas	10 Lawrence Rd. 1261	Powhattan	AR	72458
151	Alexa	Thompson	1326 CR 754	Jonesboro	AR	72405
152	Portia	Torres	1208 Second St.	Trumann	AR	72472
153	Kimberly	Tribble	4408 Fox Meadow Cove	Jonesboro	AR	72404
154	Latisha	Tribble	1011 West Matthews	Jonesboro	AR	72401
155	Lomer	Turney	442 CR 461	Jonesboro	AR	72401
156	Darby	Van Camp	5108 Prospect Dr.	Jonesboro	AR	72405
157	Ryan	Wade	180 CR 7890	Jonesboro	AR	72404
158	Daniel	Walte	1217 Lavette	Trumann	AR	72472
159	Jonathan	Webb	711 Elizabeth Lane	Jonesboro	AR	72401
160	Larry	Webb	417 Oak St.	Trumann	AR	72472
161	Makayla	Whiting	5108 Prospect Dr.	Jonesboro	AR	72405
162	Tracy	Whitsell	246 Brady Lane	Brookland	AR	72417
163	Paul	Wilson	456 CR 312	Jonesboro	AR	72401
164	Jeffrey	Winn	115 Anderson St.	Brookland	AR	72417
165	Chris	Woodall	3895 Hwy 351	Jonesboro	AR	72405
166						
167						
168						
169						

OFFICIAL RECEIPT

Receipt Date 03/02/2023 08:11 AM

Receipt Print Date 03/02/2023

Receipt # 00231055

Batch # 00002.03.2023

CITY OF JONESBORO

300 S. Church St. Ste 106

PO Box 1845

JONESBORO, AR 72403-1845

870-932-3042

For Permit Inspections call 870-933-4602

Account/License/Permit/Category:

CR 250.00

Detail:

01-134-0517-00

Alcohol Application Fee Meza-
CasaBlanca

250.00

Total 250.00

Payment Information:

Check 4384 250.00

Change 0.00

Lyons & Cone PLC

Customer #: 000000

PO Box 7044

Jonesboro, AR 72403-

Cashier: ALCooksey

Station: ALCOOKSEY



Search Incorporations, Cooperatives, Banks and Insurance Companies

This is only a preliminary search and no guarantee that a name is available for initial filing until a confirmation has been received from the Secretary of State after filing has been processed. Please review our [NAME AVAILABILITY GUIDELINES HERE](#) prior to searching for a new entity name.

[Printer Friendly Version](#)

LLC Member information is now confidential per Act 865 of 2007

Use your browser's back button to return to the Search Results

[Begin New Search](#)

For service of process contact the [Secretary of State's office](#).

Corporation Name	UNBREAKABLE. INC.
Fictitious Names	CASA BLANCA MEXICAN GRILL
Filing #	811036637
Filing Type	Nonprofit Corporation
Filed under Act	Dom Nonprofit Corp; 1147 of 1993
Status	Good Standing
Principal Address	4405 FINN ROAD JONESBORO, AR 72404
Reg. Agent	SAMANTHA MEZA
Agent Address	4405 FINN ROAD JONESBORO, AR 72404
Date Filed	07/11/2013
Officers	JIM LYONS , Incorporator/Organizer SAMANTHA MEZA , Director ZENIA FORTSON , Director DIANAH ROWAN , Director
Foreign Name	N/A
Foreign Address	
State of Origin	AR

[Purchase a Certificate of Good Standing for this Entity](#)

[Submit a Nonprofit Annual Report](#)

[Change this Corporation's Address](#)



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: ORD-23:014

Agenda Date: 3/21/2023

Version: 1

Status: First Reading

In Control: City Council

File Type: Ordinance

AN ORDINANCE FOR A PRIVATE CLUB PERMIT FOR ELM STREET CENTER, INC., d/b/a ELM STREET SPORTS CLUB TO BE LOCATED AT FIRST NATIONAL BANK ARENA, 217 OLYMPIC DR., JONESBORO, ARKANSAS

WHEREAS, Elm Street Center, Inc., d/b/a Elm Street Sports Club, has applied for a private club permit to be located at First National Bank Arena, 217 Olympic Dr., Jonesboro, Arkansas for the purpose of conducting operations on such premises consistent with Arkansas law; and

WHEREAS, Elm Street Center, Inc., d/b/a Elm Street Sports Club desires to receive approval from the City of Jonesboro, Arkansas for the same; and

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

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

Elm Street Center, Inc., d/b/a Elm Street Sports Club's application for a private club permit is hereby approved and it shall be and is entitled to apply to the Alcoholic Beverage Control Division of Arkansas for a private club permit or license, to be located at First National Bank Arena, 217 Olympic Dr., Jonesboro, Arkansas, and to conduct operations on such premises consistent with Arkansas law.



City of Jonesboro Private Club Review and Conditions Form

Date 3-8-23

Non-Profit Corp. Elm Street Center, Inc

Address 2800 Alumni Blvd Ste A

Applicant on Behalf of Club William Stanley

Home Address 1110 Robin Rd Jonesboro, AR

Business Name Elm Street Sports Club

Business Address 2800 Alumni Blvd Ste A

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 X No _____

Signature Chief of Police [Signature]

Planning and Zoning Department:

Type of Private Club: Restaurant _____ Hotel/Motel _____

Hours of Operation? _____

Copy of menu for food service? Yes _____ No _____

Zoning R-1

Approve? Yes X No _____

Signature Planning Director [Signature]

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

MAIL OR DELIVER DIRECTLY TO:

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

February 20, 2023

HAND DELIVERED

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

RE: Application for Large Event Facility - Private Club Permit for Elm Street Center Inc. d/b/a Elm Street Sports Club for First National Bank Arena at Arkansas State University

Dear Chief:

Please find enclosed the following application materials:

1. City of Jonesboro, Arkansas, application for private club permit completed, signed and notarized.
2. Schedule A – individual's personal history completed, signed and notarized.
3. Authority to release information completed, signed and notarized for the three board members: William Stanley, Craig Harrison and Jared Woodard.
4. Arkansas criminal history report for the Elm Street Center president and registered agent, William Stanley.
5. Current facility lease agreement between Cobblestone Vintage Good Guild, Inc. d/b/a NEA Sports Club and Arkansas State University, and proposed lease agreement between Elm Street Center, Inc., and Arkansas State University. I am also the president and registered agent for NEA Sports Club, which currently holds ABC Permit #06030-01 for service at six campus facilities including First National Bank Arena. The lease agreement will be modified to reflect the Elm Street Center permit transfer upon ABC approval.
6. Alphabetized member list of 138 names for Elm Street Center, Inc. d/b/a Elm Street Sports Club.
7. Arkansas Secretary of State documentation of nonprofit corporation.
8. Receipt from the City of Jonesboro Collections Department showing payment of \$250 application fee.

Please let me know if you have any questions. Thank you for your assistance.

Sincerely,

William Stanley
President
Elm Street Center, Inc.

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.

Elm Street Center Inc.

Non-Profit Corporation

FEIN #

APPLICANT ON BEHALF OF CLUB

William

Stanley

First

Middle

Last

HOME ADDRESS

1110 Robin Rd., Jonesboro

72401 Craighead

Street

City

Zip

County

BUSINESS NAME

Elm Street Sports Club

BUSINESS ADDRESS

2800 Alumni Blvd., Ste A, Jonesboro 72401 Craighead

Street

City

Zip

County

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

Arkansas State University, P.O. Box 2100, State University, AR 72467

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? Yes If so, give name, address and permit no(s).

Cobblestone Vintage Good Guild INC. dba NEA Sports Club

2800 Alumni Blvd., Jonesboro 72401

Permit # 06030-01

Service location for permit: First National Bank Arena
217 Olympic Dr.
Jonesboro AR 72401

Give names and addresses of all officers/directors of the non-profit organization:

NAME	TITLE	ADDRESS
William Stanley	President	1110 Robin Rd, Jonesboro AR 72401
Craig Harrison	Treasurer	5120 Kensington Dr, Benton AR 72019
Jared Woodward	Secretary	2511 Sea Island Dr, Jonesboro AR 72404

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

Signed this 22 day of February

Signature of Applicant/Managing Agent

President

Official Title

Subscribed and sworn to before me this 22 day of February, 2023.

Sara Cook

Notary Public

My Commission Expires: 2/15/29:



SCHEDULE A – INDIVIDUAL'S PERSONAL HISTORY

I submit answers to the following questions under oath:

1. Name William Stanley Sex _____ Date of Birth _____
2. Home Address 1110 Robin Rd. Jonesboro 72401 Phone No. 870-932-2000
Street
City
Zip
3. Are you a person of good moral character and reputation in your community? Yes
4. Are you a CITIZEN or (PERMANENT RESIDENT ALIEN) of the United States? CIRCLE ONE
 Social Security No. _____ Green Card No. _____
5. Are you a resident of Craighead county? Yes
 If not, do you live within 35 miles of the premises to be permitted? _____
6. Have you ever been convicted of a felony? YES _____ NO X 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 X If so, give full information _____
9. Do you presently hold or have you ever held an alcoholic beverage permit(s)? Yes If so, give name, place, and permit number(s)
NEA Sports Club, Jonesboro, AR Permit #06030-01
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 (X) Divorced () Separated () Other ()
12. Furnish complete information regarding members of immediate family:

Relationship	Full Name	Address	Occupation
wife	Mekelle Stanley	1110 Robin Rd Jonesboro	Office Manager
Daughter	Hannah McFadden	3901 Teal Rd Jonesboro	Stylist
Son	Jennings Stanley	1110 Robin Rd Jonesboro	Student

(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:

1110 Robin Rd., Jonesboro 2021-Present
2300 Autumn Dr., Jonesboro Prior to 2021

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

Your Business or Occupation	Name & Address of Employer	Dates of Employment
Attorney	Stanley & Woodward PLC	May 2013 - Present

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

[Signature]
Applicant's Signature

STATE OF ARKANSAS

COUNTY OF Craighead

_____, 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 22 day of February, 2023.

Sara Cook
Notary Public

My Commission Expires: 2/15/29:



**ELM STREET CENTER, INC.
d/b/a Elm Street Sports Club
Board of Directors
As of January 1, 2023**

William Stanley	President	1110 Robin Rd., Jonesboro, AR 72401
Craig Harrison	Treasurer	5120 Kesington Dr., Benton, AR 72019
Jared Woodard	Secretary	2511 Sea Island Dr., Jonesboro, AR 72404

AUTHORITY TO RELEASE INFORMATION

Application filled by Applicant -A, Stockholder/Partner - S : 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.

Robert Craig Harrison

Signature - Full Name

1/25/2023

Date

5120 Kensington Drive

Home Address

Benton

City

AR

State

72019

Zip

5120 Kensington Drive

Mailing Address

Benton

City

AR

State

72019

Zip

501-804-4182

Contact Phone

501-804-4182

Business Phone

crahar333@gmail.com

Email Address

Subscribed and sworn to before me this 25 day of January, 2023.

Marsha L. Stark

Notary Public

My Commission Expires: 8/4/2028 :



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.


Signature - Full Name

Date

1110 Robin Rd

Home Address

Jonesboro AR

72401

City

State

Zip

1110 Robin Rd

Mailing Address

Jonesboro AR

72401

City

State

Zip

870-761-5454

Contact Phone

870-932-2000

Business Phone

bill@stanleywoodarj.com

Email Address

Subscribed and sworn to before me this 22 day of

February, 2023

Sara Cook

Notary Public

My Commission Expires:

2/15/29 :



AUTHORITY TO RELEASE INFORMATION

Application filled by Applicant -A, Stockholder/Partner - S : 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.



Signature - Full Name

FEB 22, 2023

Date

2511 SEA ISLAND DR

Home Address

JONESBORO AR

72404

City

State

Zip

2511 SEA ISLAND DR

Mailing Address

JONESBORO AR

72404

City

State

Zip

870-926-0649

Contact Phone

870-932-2000

Business Phone

JARED@STANLEYWOODWARD.COM

Email Address

Subscribed and sworn to before me this 22 day of February, 2023.

Sara Cook

Notary Public

My Commission Expires: 2/15/29:



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: **Stanley** First: **William** Middle: **Jennings**
Date of Birth: Sex: Race:
Social Security Number: (not verified, supplied at time of request)
Home/Mailing Address: **1110 Robin Rd. Jonesboro, AR 72401**

- NO CRIMINAL HISTORY FOUND FOR THIS SUBJECT -

Requestor Information

Transaction Number: **ABC003736048**

Date: **02/22/2023** Agency Reporting: **Arkansas State Police**

Purpose: **ABC Mandated pursuant to Arkansas Code §3-2-103 regarding applicants for alcohol permits issued by the Alcoholic Beverage Control Division.**

Released To: **Miracle Lee 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.



LEASE AGREEMENT

Lease Agreement ("Lease") by and between Cobblestone Vintage Good Guild d/b/a NEA Sports Club, an Arkansas non-profit corporation (hereinafter called "Cobblestone") and Arkansas State University-Jonesboro (hereinafter called "ASUJ").

WITNESSETH;

WHEREAS, Cobblestone possesses a liquor permit with its principal location at 217 Olympic Drive, Jonesboro, Arkansas; and

WHEREAS, Cobblestone is desirous of leasing certain portions of the campus ASUJ for use by Cobblestone where Cobblestone shall dispense liquor at certain times to its members and guests; and

WHEREAS, ASUJ is desirous of entering into such Lease upon the terms and conditions set forth herein; and

WHEREAS, Cobblestone is desirous of lease such space upon the terms and conditions set forth herein.

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

1. **LEASED PREMISES.** ASUJ hereby lets, leases and demises unto Cobblestone subject to the terms and conditions hereinafter set forth, the following described real property situated in Craighead County, Arkansas, to wit:

See attached Exhibit A for the property description.

To have and to hold the Premises unto the said Cobblestone for and during the Term and any Additional Term(s) hereof upon the terms and conditions set forth herein.

2. **TERM.** Cobblestone shall lease the Premises for a period of ten (10) years beginning on the 1st day of August, 2015 and ending at midnight the 31st day of July, 2025, for designated events only as set forth in paragraph 4 below (the "Term").

3. **RENT.** Cobblestone shall pay to the ASUJ as annual rental for the Premises the sum of Ten and 00/100 Dollars (\$10.00) for the Term. Such payments shall be due on the 1st day of August of each year throughout the Term.

4. **USE OF THE PREMISES.** Cobblestone agrees that the Premises shall be used for the purpose of a private club for Designated Events only in the locations shown on Exhibit A. Designated Events shall be those events set forth on the attached Exhibit B for any and all locations set forth on Exhibit A. ASUJ shall have the full, complete and exclusive use of all locations shown on Exhibit A, except for a reasonable period of time before, during and after each Designated Event. Cobblestone hereby covenants that the Premises, including all buildings and improvements thereon, shall during the Term of this Lease be used only and exclusively for lawful purposes, and no part of the Premises or improvements thereon shall be used in any manner whatsoever for any purpose in violation of the laws of the United States, the State of Arkansas, or the ordinances or laws of the City of Jonesboro.

5. ALTERATIONS. Cobblestone agrees that it shall not make any changes, alterations, modifications, or additions of a structural nature in or about the Premises without receiving prior written approval from ASUJ, except for minor non-structural alterations or additions not of a permanent nature. If Cobblestone desires to make any structural alterations or additions, then Cobblestone shall give written notice thereof to ASUJ and ASUJ shall approve or give notice of the lack of approval within thirty (30) days following notice thereof. If ASUJ fails to give any notice within such thirty (30) day period, then such alterations shall be deemed denied.

6. MAINTENANCE AND REPAIRS. ASUJ shall, at its sole cost and expense, maintain the interior of the Premises in good order, condition, and repair. Further, ASUJ shall at its own cost and expense maintain the electrical, heating, air conditioning, water and plumbing systems of the Premises. Unless set forth in writing to the contrary and signed by the parties, Cobblestone shall not have any obligation of any kind whatsoever in connection with the maintenance or repair of the Premises except for items damaged by Cobblestone, its employees, members or guests. In addition, ASUJ shall be responsible for and shall maintain the exterior walls and roof of the Premises in good repair throughout the term of this Lease.

7. INSURANCE.

(a) Property Damage. During the Term of this Lease, ASUJ shall maintain and keep in full force and effect, at its sole cost and expense, a standard comprehensive policy of property damage insurance with respect to the Premises for ASUJ's property. Further, Cobblestone shall be responsible for providing the liquor liability insurance for such private club. ASUJ shall maintain insurance protecting the real property and all appurtenances attached thereto.

(b) Liability. During the Term of this Lease, Cobblestone shall maintain and keep in full force and effect, at its sole cost and expense, a general policy of comprehensive public liability insurance insuring ASUJ and Cobblestone against any liability arising out of the ownership, use, occupancy, or maintenance of the Premises and all areas appurtenant thereto. Such liability insurance shall have the following minimum coverages, to wit: Five Million and 00/100 Dollars (\$5,000,000.00) per person and Ten Million and 00/100 Dollars (\$10,000,000.00) per occurrence with Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for damage to property.

(c) Certificate of Insurance. Cobblestone shall furnish to ASUJ upon request, and if not requested at least annually: (i) a certificate of insurance showing such insurance to be in full force and effect; and (ii) proof that the premiums necessary to keep said insurance in full force and effect have been timely paid.

(d) Miscellaneous. Insurance required hereunder shall be with such companies and in such form as is reasonably satisfactory to the ASUJ. No such policy shall be cancelable or subject to reduction of coverage or other modification except after ten (10) days prior written notice to the ASUJ. Cobblestone shall, within ten (10) days prior to the expiration of such policies, furnish ASUJ with renewals or binders for renewal coverage.

8. TAXES. Cobblestone shall pay all taxes on the property of Cobblestone located on the Premises as well as all taxes, licenses and other similar charges upon the business of Cobblestone. As an agency of the State of Arkansas, ASUJ is normally exempt from any and all ad valorem taxes and assessments. In the event that any taxes are deemed or determined by a proper governmental authority (not based

upon the business of Cobblestone) to be due, then ASUJ shall pay such taxes and assessments. However, any taxes caused by, created by or due from Cobblestone shall be paid by Cobblestone.

9. DAMAGE OR DESTRUCTION OF THE PROPERTY.

(a) **Total or Partial Destruction.** In the event the improvements upon the Premises are damaged by vandalism, fire, storm, wind, or other casualty so as to render the Premises uninhabitable, and such damage cannot reasonably be expected to be substantially repaired within one hundred fifty (150) days, Cobblestone shall have the option for a period of fifteen (15) days following the date of such damage to terminate this Lease by written notice to ASUJ. In the event such damage does not render the Premises uninhabitable or it is reasonably expected that the Premises will be substantially repaired within one hundred fifty (150) days, Cobblestone shall not have the right to terminate this Lease. In the event this Lease is not terminated by Cobblestone, ASUJ shall, as soon as practical, institute action to repair and rebuild the damaged portion of the Premises. In no event shall ASUJ be obligated to expend more than the insurance proceeds received by ASUJ by reason of such damage.

(b) **Abatement of Rent During Reconstruction.** If the Premises are destroyed or damaged and action is undertaken by ASUJ to repair or restore the Premises, the rent payable for the period when such damage, repair, or restoration continues shall be abated in proportion to the degree to which NEA Sports' use of the Premises is impaired (except as provided by the loss of rents coverage). The aggregate amount of abatement hereunder shall not exceed the full monthly rental provided hereunder. Except for abatement of rent, if any, Cobblestone shall have no claim against ASUJ for any liability, cost, obligation, or expense caused by reason of such damage, destruction, repair or restoration.

10. ASSIGNMENT OR SUBLETTING. Cobblestone shall neither assign nor sublet the Premises nor any part thereof without the written consent of ASUJ. In no event shall the subletting or assignment of this Lease relieve Cobblestone of any of the covenants, agreement and obligations imposed upon Cobblestone in this Lease. However, ASUJ hereby allows Cobblestone to engage a contractor to provide food services as necessary under Arkansas law or any Arkansas Beverage Control Commission Rule or Regulation.

11. EVENTS OF DEFAULT. Any one or more of the following events shall be deemed an event of default by NEA Sports under this Lease:

- (a) failure by Cobblestone to timely pay any installment of rent and late fees, if applicable, provided herein as and when due and payable or within thirty (30) days thereof;
- (b) failure by Cobblestone to comply with any term, provision, or covenant of this Lease, other than the payment of rent, for a period of thirty (30) days after written notice thereof has been given by ASUJ;
- (c) the breach of any representation or warranty of Cobblestone contained herein;
- (d) Cobblestone deserting or vacating all or any substantial portion of the Premises for a period of ten (10) days or more during a period when Cobblestone is intended to be in possession of such Premises;
- (e) Cobblestone: (i) suspending or discontinuing its business; (ii) making an assignment for the benefit of creditors; (iii) generally not paying its debts as they become due; (iv) becoming insolvent; (vii) filing any petition or answer seeking for itself any reorganization, arrangements, composition, readjustment of its debts or for liquidation, dissolution or other similar relief; (viii) petitioning or

applying to any court for any receiver, custodian, or trustee for all or substantially all of its property or assets or by the subject of any such proceeding filed against it; (ix) filing an answer admitting or not contesting the material allegations or any such petition filed against it or any order, judgment or decree approving such petition in any such proceeding; (x) seeking, approving, consenting to, or acquiescing in any such proceeding for the appointment of any such trustee, receiver, custodian, liquidator or agent for it or any substantial part of its property or if an order is entered appointing any such trustee, receiver, custodian, liquidator or agent; or (xi) taking any formal action for the purpose of effectuating any of the foregoing;

(f) an order for relief being entered under the United States bankruptcy laws, or if any other decree or order is entered by a court having jurisdiction: (i) adjudging Cobblestone as bankrupt or insolvent; (ii) approving as properly filed a petition seeking reorganization, liquidation, arrangements, adjustment or composition of Cobblestone or its property under the United States bankruptcy laws or any other applicable federal or state law; (iii) appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) for Cobblestone or for any substantial part of Cobblestone's property; or (iv) ordering the winding up or liquidation of Cobblestone's affairs; or

(g) any judgment or decree against Cobblestone which is not paid, not stayed on appeal, not discharged, not bonded, or not dismissed for a period of thirty (30) days or more.

12. REMEDIES. Upon the occurrence of any event of default as provided herein, ASUJ shall have the option to pursue any one or more of the following remedies without notice or demand, and without prejudice to any rights or remedies otherwise available at law or in equity:

(a) to re-enter and repossess the Premises and expel and remove Cobblestone and any other person who may be occupying the Premises without being liable for trespass or any damages thereof;

(b) to terminate this Lease by giving written notice thereof to Cobblestone, as of a date to be specified in such notice which shall be at least thirty (30) days after the date on which such notice is given, in which event this Lease and the Term, but not continued liability hereunder, as hereinafter provided, shall expire and terminate upon the date specified in such notice as aforesaid, as fully and as completely as if the date specified in such notice was the date definitely fixed in this Lease for expiration, and Cobblestone shall quit and surrender the Premises to ASUJ on or before the said date, without cost or charge to ASUJ;

(c) to cure such event of default in any other manner (after giving Cobblestone written notice of ASUJ's intention to do so except in the case of emergency), in which event Cobblestone shall reimburse ASUJ for all expenses incurred by ASUJ in doing so, including attorney's fees, plus interest on all such expenses at the lesser of the default rate or the highest rate then permitted on account thereof by applicable law, which expenses and interest shall be additional rent and shall be payable by Cobblestone immediately upon demand thereof by ASUJ; and/or

(d) to exercise any other right or remedy available at law or in equity or otherwise.

13. ASUJ'S INSPECTION. ASUJ shall have the right, at all reasonable times and hours to enter upon the Premises for the purpose of making inspections. However, this right shall not be exercised in a manner which unreasonably interferes with the normal conduct of Cobblestone's business on the Premises.

14. **CONDITION OF THE PREMISES.** Cobblestone hereby accepts the Premises and any equipment therein and will keep and maintain said Premises, fixtures and equipment during the Term hereof in good working condition. At the expiration of the Term, Cobblestone shall return the Premises, equipment and fixtures without damage caused by Cobblestone, its employees, members or guests, ordinary wear and tear excepted.

15. **SIGNS.** Cobblestone shall not hang or place any sign, attachment or display of any kind to or upon the building and Premises or hang therefrom any such sign, attachment or display without ASUJ's prior approval. However, ASUJ shall not unreasonably withhold approval of any sign which is consistent with the architecture of the Premises or is required by Arkansas Alcoholic Beverage Control Regulations.

16. **WASTE.** Cobblestone shall operate its aforementioned business so as not to endanger, damage or cause or allow waste to the Premises and Cobblestone shall not damage, destroy, or permit the same on or in the Premises except for ordinary wear and tear.

17. **EXCEPTIONS.** ASUJ may determine that it is not in the best interest of ASUJ for a portion(s) of the private club designated in Exhibits A or B to conduct operations at or during certain events. If ASUJ makes such determination, ASUJ shall give Cobblestone notice in writing no later than ten (10) days prior to such event that a portion(s) of the private club shall not conduct operations in a building which is part of the large event facility private club. Cobblestone shall be bound by such determination provided proper notice has been given by ASUJ.

18. **MISCELLANEOUS.** Cobblestone shall not conduct any kind of business that will be obnoxious or offensive to ASUJ or property owners and businesses in and around the Premises. Cobblestone will not carry on or conduct any business in violation of any city ordinance, or the laws of the State of Arkansas, or of the United States of America, and will pay taxes, licenses and penalties necessary to be paid, connected with or incident to Cobblestone's business.

19. **ENTIRE AGREEMENT.** This writing constitutes the entire agreement of the parties and all other writings, statements, agreements or representations whether oral or written are superseded and replaced hereby. No alteration, change or modification of this agreement shall be made except in writing signed by all parties.

20. **GENERAL CONDITIONS**

(A) Athletic events at which alcoholic beverages will be sold will be done so pursuant to all applicable laws and all applicable rules, regulations, policies, and guidelines. In addition for NCAA athletic events, ASUJ shall follow all rules, regulations, policies and guidelines of the NCAA and the Sun Belt conference.

(B) Titles and paragraph headings are for convenient reference and are not a part of this Agreement.

(C) In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall rule.

(D) Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Arkansas, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to

conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

(E) Because ASUJ is an agency of the State of Arkansas, any claims that may asserted against ASUJ must be brought in the Arkansas State Claims Commission.

(F) This Agreement shall be construed and enforced according to the laws of the State of Arkansas.

(G) Both parties shall comply with all applicable laws, ordinances and codes of Federal, State and Local governments.

IN WITNESS WHEREOF, the parties hereto have individually and through their proper officials executed this Agreement the day and year first written.

Arkansas State University-Jonesboro

DATE: May 7, 2015

By: 
Vice Chancellor of Finance and Administration

Cobblestone Vintage Good Guild, Inc. d/b/a
NEA Sports Club, an Arkansas non-profit corporation

DATE: May 7, 2015

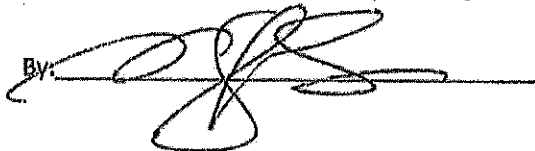
By: 

EXHIBIT A TO LEASE

The building and real property which are being leased are as set forth below (collectively, the "Premises"):

Centennial Bank Stadium, 2720 A Street, Jonesboro, AR 72401;
Convocation Center, 217 Olympic Drive, Jonesboro, AR 72401;
Cooper Alumni Center, 2600 Alumni Blvd., Jonesboro, AR 72401;
Fowler Center, 201 Olympic Drive, Jonesboro, AR 72401;
Pavilion, 2605 A Street, Jonesboro, AR 72401; and
Tomlinson Stadium, 208 Olympic Drive, Jonesboro, AR 72401.

EXHIBIT A TO LEASE

The building and real property which are being leased are as set forth below (the "Premises"):

Centennial Bank Stadium, 2720 A Street, Jonesboro, AR 72401.

EXHIBIT A TO LEASE

The building and real property which are being leased are as set forth below (the "Premises"):

Convocation Center, 217 Olympic Drive, Jonesboro, AR 72401.

EXHIBIT A TO LEASE

The building and real property which are being leased are as set forth below (collectively, the "Premises"):

Centennial Bank Stadium, 2720 A Street, Jonesboro, AR 72401; and
Convocation Center, 217 Olympic Drive, Jonesboro, AR 72401.

EXHIBIT A TO LEASE

The building and real property which are being leased are as set forth below (collectively, the "Premises"):

Centennial Bank Stadium, 2720 A Street, Jonesboro, AR 72401;
Cooper Alumni Center, 2600 Alumni Blvd., Jonesboro, AR 72401; and
Fowler Center, 201 Olympic Drive, Jonesboro, AR 72401.

EXHIBIT A TO LEASE

The building and real property which are being leased are as set forth below (collectively, the "Premises"):

Convocation Center, 217 Olympic Drive, Jonesboro, AR 72401;
Cooper Alumni Center, 2600 Alumni Blvd., Jonesboro, AR 72401; and
Fowler Center, 201 Olympic Drive, Jonesboro, AR 72401.

EXHIBIT A TO LEASE

The building and real property which are being leased are as set forth below (collectively, the "Premises"):

Centennial Bank Stadium, 2720 A Street, Jonesboro, AR 72401;
Convocation Center, 217 Olympic Drive, Jonesboro, AR 72401;
Cooper Alumni Center, 2600 Alumni Blvd., Jonesboro, AR 72401; and
Fowler Center, 201 Olympic Drive, Jonesboro, AR 72401.

**EXHIBIT B TO LEASE
DESIGNATED EVENTS**

Alcoholic Beverages will be served in certain areas of the buildings and real property being leased as set forth below:

Centennial Bank Stadium, 2720 A Street, Jonesboro, AR 72401 – in All of the Press Box, the Red Loge area and the End Zone Suites at all Arkansas State University- Jonesboro ("ASUJ) football games and any pre or post season ASUJ football events or football events of other colleges, unless prohibited by the NCAA or other controlling authority;

Convocation Center, 217 Olympic Drive, Jonesboro, AR 72401 – in the Convocation Center for all concerts or other events as agreed by the parties, excluding all ASUJ basketball games;

Cooper Alumni Center, 2600 Alumni Blvd., Jonesboro, AR 72401 – in the Cooper Alumni Center for all events as agreed by the parties;

Fowler Center, 201 Olympic Drive, Jonesboro, AR 72401 – in the Fowler Center for all events as agreed by the parties;

Pavilion, 2605 A Street, Jonesboro, AR 72401 – in the Pavilion for all events as agreed by the parties; and

Tomlinson Stadium, 208 Olympic Drive, Jonesboro, AR 72401 – in Tomlinson Stadium only in the Barton's Deck at all baseball games of Arkansas State University- Jonesboro ("ASUJ) and any pre or post season ASUJ baseball events or baseball events of other colleges, unless prohibited by the NCAA or other controlling authority.

**EXHIBIT B TO LEASE
DESIGNATED EVENTS**

Alcoholic Beverages will be served in certain areas of the buildings and real property being leased as set forth below:

Centennial Bank Stadium, 2720 A Street, Jonesboro, AR 72401 – in All of the Press Box, the Red Loge area and the End Zone Suites at all Arkansas State University- Jonesboro ("ASUJ) football games and any pre or post season ASUJ football events or football events of other colleges, unless prohibited by the NCAA or other controlling authority.

**EXHIBIT B TO LEASE
DESIGNATED EVENTS**

Alcoholic Beverages will be served in certain areas of the buildings and real property being leased as set forth below:

Convocation Center, 217 Olympic Drive, Jonesboro, AR 72401 – in the Convocation Center for all concerts or other events as agreed by the parties, excluding all ASUJ basketball games;

**EXHIBIT B TO LEASE
DESIGNATED EVENTS**

Alcoholic Beverages will be served in certain areas of the buildings and real property being leased as set forth below:

Centennial Bank Stadium, 2720 A Street, Jonesboro, AR 72401 – in All of the Press Box, the Red Loge area and the End Zone Suites at all Arkansas State University- Jonesboro ("ASUJ) football games and any pre or post season ASUJ football events or football events of other colleges, unless prohibited by the NCAA or other controlling authority; and

Convocation Center, 217 Olympic Drive, Jonesboro, AR 72401 – in the Convocation Center for all concerts or other events as agreed by the parties, excluding all ASUJ basketball games.

**EXHIBIT B TO LEASE
DESIGNATED EVENTS**

Alcoholic Beverages will be served in certain areas of the buildings and real property being leased as set forth below:

Centennial Bank Stadium, 2720 A Street, Jonesboro, AR 72401 – in All of the Press Box, the Red Loge area and the End Zone Suites at all Arkansas State University- Jonesboro ("ASUJ) football games and any pre or post season ASUJ football events or football events of other colleges, unless prohibited by the NCAA or other controlling authority;

Cooper Alumni Center, 2600 Alumni Blvd., Jonesboro, AR 72401 – in the Cooper Alumni Center for all events as agreed by the parties; and

Fowler Center, 201 Olympic Drive, Jonesboro, AR 72401 – in the Fowler Center for all events as agreed by the parties.

**EXHIBIT B TO LEASE
DESIGNATED EVENTS**

Alcoholic Beverages will be served in certain areas of the buildings and real property being leased as set forth below:

Convocation Center, 217 Olympic Drive, Jonesboro, AR 72401 – in the Convocation Center for all concerts or other events as agreed by the parties, excluding all ASUJ basketball games;

Cooper Alumni Center, 2600 Alumni Blvd., Jonesboro, AR 72401 – in the Cooper Alumni Center for all events as agreed by the parties; and

Fowler Center, 201 Olympic Drive, Jonesboro, AR 72401 – in the Fowler Center for all events as agreed by the parties.

**EXHIBIT B TO LEASE
DESIGNATED EVENTS**

Alcoholic Beverages will be served in certain areas of the buildings and real property being leased as set forth below:

Centennial Bank Stadium, 2720 A Street, Jonesboro, AR 72401 – in All of the Press Box, the Red Loge area and the End Zone Suites at all Arkansas State University- Jonesboro ("ASUJ) football games and any pre or post season ASUJ football events or football events of other colleges, unless prohibited by the NCAA or other controlling authority;

Convocation Center, 217 Olympic Drive, Jonesboro, AR 72401 – in the Convocation Center for all concerts or other events as agreed by the parties, excluding all ASUJ basketball games;

Cooper Alumni Center, 2600 Alumni Blvd., Jonesboro, AR 72401 – in the Cooper Alumni Center for all events as agreed by the parties; and

Fowler Center, 201 Olympic Drive, Jonesboro, AR 72401 – in the Fowler Center for all events as agreed by the parties.

COBBLESTONE VINTAGE GOOD GUILD, INC.
d/b/a NEA Sports Club
Board of Directors and Officers

BOARD OF DIRECTORS:

Director	William J. Stanley	326 S. Church Street, Jonesboro, AR 72401
Director	Bobby McDaniel	400 S. Main, Jonesboro, AR 72401
Director	Craig Harrison	5120 Kensington Dr., Benton, AR 72019

OFFICERS:


President	William J. Stanley	326 S. Church Street, Jonesboro, AR 72401
Vice President	Bobby McDaniel	400 S. Main, Jonesboro, AR 72401
Secretary/Treasurer	Craig Harrison	5120 Kensington Dr., Benton, AR 72019


STATEMENT

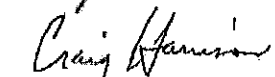
By our signatures below, we hereby certify the following:

- A. None of the officers nor members of the Board of Directors of Cobblestone Vintage Good Guild, Inc. d/b/a NEA Sports Club have even been convicted of a felony;
- B. None of the officers nor members of the Board of Directors of Cobblestone Vintage Good Guild, Inc. d/b/a NEA Sports Club have had a permit, license or registration issued to them under any alcoholic beverage control law or regulation of the State of Arkansas or any other state in the United States of America revoked within five (5) years preceding the date of application.
- C. All of the officers and members of the Board of Directors of Cobblestone Vintage Good Guild, Inc. d/b/a NEA Sports Club are of good moral character.
- D. None of the officers nor members of the Board of Directors of Cobblestone Vintage Good Guild, Inc. d/b/a NEA Sports Club have been convicted of violating any laws of the State of Arkansas or any other any other state in the United States of America governing the sale, possession, manufacture or transportation of alcoholic beverages within five (5) years preceding the date of application.
- E. All of the officers and directors of the Board of Directors of Cobblestone Vintage Good Guild, Inc. d/b/a NEA Sports Club possess all of the qualifications required by the laws of the State of Arkansas or by the ABC regulations for an individual permit.

Dated this 8th day of April, 2015.


Bill Stanley


Bobby McDaniel


Craig Harrison

STATEMENT OF CHARITABLE PURPOSE

The purpose of Cobblestone Vintage Good Guild, Inc. d/b/a NEA Sports Club, a non-profit corporation organized under the laws of the State of Arkansas, is to provide benefits to the Red Wolf Foundation of Arkansas State University with the goal of improving the athletic department and opportunities available related to athletics for any and all students, whether participating in them or viewing them, to enhance the experience of all students as well as all fans and supporters of Arkansas State University and to support any and all goals and missions of the Red Wolf Foundation, a 501(c)(3) entity.

STATEMENT OF AREAS OF ALCOHOLIC BEVERAGE SERVICE

Alcoholic Beverages will be served in certain areas of the following buildings and real property owned by Arkansas State University which are leased by Cobblestone Vintage Good Guild, Inc. d/b/a NEA Sports Club (collectively, the "Premises"):

Centennial Bank Stadium, 2720 A Street, Jonesboro, AR 72401 – in All of the Press Box, the Red Loge area and the End Zone Suites at all Arkansas State University- Jonesboro ("ASUJ) football games and any pre or post season ASUJ football events or football events of other colleges, unless prohibited by the NCAA or other controlling authority;

Convocation Center, 217 Olympic Drive, Jonesboro, AR 72401 – in the Convocation Center for all concerts or other events as agreed by the parties, excluding all ASUJ basketball games;

Cooper Alumni Center, 2600 Alumni Blvd., Jonesboro, AR 72401 – in the Cooper Alumni Center for all events as agreed by the parties;

Fowler Center, 201 Olympic Drive, Jonesboro, AR 72401 – in the Fowler Center for all events as agreed by the parties;

Pavilion, 2605 A Street, Jonesboro, AR 72401 – in the Pavilion for all events as agreed by the parties; and

Tomlinson Stadium, 208 Olympic Drive, Jonesboro, AR 72401 – in Tomlinson Stadium only in the Barton's Deck at all baseball games of Arkansas State University- Jonesboro ("ASUJ) and any pre or post season ASUJ baseball events or baseball events of other colleges, unless prohibited by the NCAA or other controlling authority.

**FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN COBBLESTONE VINTAGE GOOD GUILD d/b/a
NEA SPORTS CLUB, an ARKANSAS NON-PROFIT CORPORATION,
and ARKANSAS STATE UNIVERSITY-JONESBORO**

The Lease Agreement between Cobblestone Vintage Good Guild, Inc. d/b/a NEA Sports Club, an Arkansas non-profit corporation, and Arkansas State University-Jonesboro is amended as follows:

- The term "Arkansas State University-Jonesboro" is stricken and replaced with the term "Arkansas State University."
- The term "Convocation Center" is stricken and replaced with the term "First National Bank Arena."
- Paragraph 2 is amended to reflect a new lease termination date of December 31, 2031.
- The attached "Exhibit B to Lease Designated Events" is amended to include the loge boxes and east and west concourse locations located in Centennial Bank Stadium.
- The attached "Exhibit B to Lease Designated Events" is amended to strike the phrase "excluding all ASU basketball games" from First National Bank Arena.
- The attached "Exhibit B to Lease Designated Events" is amended to include the right field area next to the fence in Tomlinson Stadium.
- The attached "Statement of Areas of Alcoholic Beverage Service" is amended to include the loge boxes and east and west concourse locations located in Centennial Bank Stadium.
- The attached "Statement of Areas of Alcoholic Beverage Service" is amended to strike the phrase "excluding all ASU basketball games" from First National Bank Arena.
- The attached "Statement of Areas of Alcoholic Beverage Service" is amended to include the right field area next to the fence in Tomlinson Stadium.

WHEREAS, the remainder of the Lease Agreement executed on May 7, 2015 shall remain unchanged and shall continue in full force and effect.

It is so agreed this 17th day of December, 2021.

ARKANSAS STATE UNIVERSITY

By: Len Frey

Name: Len Frey

Title: Executive Vice-Chancellor for Finance and Administration

Cobblestone Vintage Good Guild, Inc. d/b/a NEA Sports Club, an Arkansas non-profit corporation

By: William J. Stanley

Name: William J. Stanley

Title: President

LEASE AGREEMENT

Lease Agreement ("Lease") by and between Elm Street Center, Inc., d/b/a Elm Street Sports Club, an Arkansas nonprofit corporation (hereinafter called "Elm Street") and Arkansas State University (hereinafter called "ASU").

WITNESSETH;

WHEREAS, Elm Street possesses a liquor permit with its principal location at 2800 Alumni Blvd., Suite A, Jonesboro, Arkansas 72401; and

WHEREAS, Elm Street is desirous of leasing certain portions of the ASU campus for use by Elm Street where Elm Street shall dispense liquor at certain times to its members and guests; and

WHEREAS, ASU is desirous of entering into such Lease upon the terms and conditions set forth herein; and

WHEREAS, Elm Street is desirous of lease of such space upon the terms and conditions set forth herein.

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

1. **LEASED PREMISES.** ASU hereby lets, leases and demises unto Elm Street subject to the terms and conditions hereinafter set forth, the following described real property situated in Craighead County, Arkansas, to wit:

See attached Exhibit A for the property description.

To have and to hold the Premises unto the said Elm Street for and during the Term and any Additional Term(s) hereof upon the terms and conditions set forth herein.

2. **TERM.** Elm Street shall lease the Premises for a period of (10) years beginning on the ____ day of _____, 2023 and ending at midnight the 31st day of _____, 2033, for designated events only as set forth in paragraph 4 below (the "Term").

3. **RENT.** Elm Street shall pay to the ASU as annual rental for the Premises the sum of Ten and 00/100 Dollars (\$10.00) for the Term. Such payments shall be due on the 5th day of August of each year throughout the Term.

4. **USE OF THE PREMISES.** Elm Street agrees that the Premises shall be used for the purpose of a private club for Designated Events only in the locations shown on Exhibit A. Designated Events shall be those events set forth on the attached Exhibit B for any and all locations set forth on Exhibit A. ASU shall have the full, complete and exclusive use of all locations shown on Exhibit A, except for a reasonable period of time before, during and after each Designated Event. Elm Street hereby covenants that the Premises, including all buildings and improvements thereon, shall during the Term of this Lease be used only and exclusively for lawful purposes, and no part of the Premises or improvements thereon shall be used in any manner whatsoever for any purpose in violation of the laws of the United States, the State of Arkansas, or the ordinances or laws of the City of Jonesboro.

5. **ALTERATIONS.** Elm Street agrees that it shall not make any changes, alterations, modifications, or additions of a structural nature in or about the Premises without receiving prior written approval from ASU, except for minor non-structural alterations or additions not of a permanent nature. If Elm Street desires to make any structural alterations or additions, then Elm Street shall give written notice thereof to ASU and ASU shall approve or give notice of the lack of approval within thirty (30) days following notice thereof. If ASU fails to give any notice within such thirty (30) day period, then such alterations shall be deemed denied.

6. **MAINTENANCE AND REPAIRS.** ASU shall, at its sole cost and expense, maintain the interior of the Premises in good order, condition, and repair. Further, ASU shall at its own cost and expense maintain the electrical, heating, air conditioning, water and plumbing systems of the Premises. Unless set forth in writing to the contrary and signed by the parties, Elm Street shall not have any obligation of any kind whatsoever in connection with the maintenance or repair of the Premises except for items damaged by Elm Street, its employees, members or guests. In addition, ASU shall be responsible for and shall maintain the exterior walls and roof of the Premises in good repair throughout the term of this Lease.

7. **INSURANCE.**

(a) **Property Damage.** During the Term of this Lease, ASU shall maintain and keep in full force and effect, at its sole cost and expense, a standard comprehensive policy of property damage insurance with respect to the Premises for ASU's property. Further, Elm Street shall be responsible for providing the liquor liability insurance for such private club. ASU shall maintain insurance protecting the real property and all appurtenances attached thereto.

(b) **Liability.** During the Term of this Lease, Elm Street shall maintain and keep in full force and effect, at its sole cost and expense, a general policy of comprehensive public liability insurance insuring ASU and Elm Street against any liability arising out of the ownership, use, occupancy, or maintenance of the Premises and all areas appurtenant thereto. Such liability insurance shall have the following minimum coverage, to wit: Five Million and 00/100 Dollars (\$5,000,000.00) per occurrence.

(c) **Certificate of Insurance.** Elm Street shall furnish to ASU upon request: (i) a certificate of insurance showing such insurance to be in full force and effect; and (ii) proof that the premiums necessary to keep said insurance in full force and effect have been timely paid.

(d) **Miscellaneous.** Insurance required hereunder shall be with such companies and in such form as is reasonably satisfactory to the ASU. No such policy shall be cancelable or subject to reduction of coverage or other modification except after ten (10) days prior written notice to the ASU. Elm Street shall, within ten (10) days prior to the expiration of such policies, furnish ASU with renewals or binders for renewal coverage.

8. **TAXES.** Elm Street shall pay all taxes on the property of Elm Street located on the Premises as well as all taxes, licenses and other similar charges upon the business of Elm Street. As an agency of the State of Arkansas, ASU is normally exempt from any and all ad valorem taxes and assessments. In the event that any taxes are deemed or determined by a proper governmental authority (not based upon the business of Elm Street) to be due, then ASU shall pay such taxes and assessments. However, any taxes caused by, created by or due from Elm Street shall be paid by Elm Street.

9. **DAMAGE OR DESTRUCTION OF THE PROPERTY.**

(a) **Total or Partial Destruction.** In the event the improvements upon the Premises are damaged by vandalism, fire, storm, wind, or other casualty so as to render the Premises uninhabitable, and such damage cannot reasonably be expected to be substantially repaired within one hundred fifty (150) days, Elm Street shall have the option for a period of fifteen (15) days following the date of such damage to terminate this Lease by written notice to ASU. In the event such damage does not render the Premises uninhabitable or it is reasonably expected that the Premises will be substantially repaired within one hundred fifty (150) days, Elm Street shall not have the right to terminate this Lease. In the event this Lease is not terminated by Elm Street, ASU shall, as soon as practical, institute action to repair and rebuild the damaged portion of the Premises. In no event shall ASU be obligated to expend more than the insurance proceeds received by ASU by reason of such damage.

(b) **Abatement of Rent During Reconstruction.** If the Premises are destroyed or damaged and action is undertaken by ASU to repair or restore the Premises, the rent payable for the period when such damage, repair, or restoration continues shall be abated in proportion to the degree to which Elm Street Sports' use of the Premises is impaired (except as provided by the loss of rents coverage). The aggregate amount of abatement hereunder shall not exceed the full monthly rental provided hereunder. Except for abatement of rent, if any, Elm Street shall have no claim against ASU for any liability, cost, obligation, or expense caused by reason of such damage, destruction, repair or restoration.

10. **ASSIGNMENT OR SUBLETTING.** Elm Street shall neither assign nor sublet the Premises nor any part thereof without the written consent of ASU. In no event shall the subletting or assignment of this Lease relieve Elm Street of any of the covenants, agreement and obligations imposed upon Elm Street in this Lease. However, ASU hereby allows Elm Street to engage a contractor to provide food services as necessary under Arkansas law or any Arkansas Beverage Control Commission Rule or Regulation.

11. **EVENTS OF DEFAULT.** Any one or more of the following events shall be deemed an event of default by Elm Street under this Lease:

(a) failure by Elm Street to timely pay any installment of rent and late fees, if applicable, provided herein as and when due and payable or within thirty (30) days thereof;

(b) failure by Elm Street to comply with any term, provision, or covenant of this Lease, other than the payment of rent, for a period of thirty (30) days after written notice thereof has been given by ASU;

(c) the breach of any representation or warranty of Elm Street contained herein;

(d) Elm Street deserting or vacating all or any substantial portion of the Premises for a period of ten (10) days or more during a period when Elm Street is intended to be in possession of such Premises;

(e) Elm Street: (i) suspending or discontinuing its business; (ii) making an assignment for the benefit of creditors; (iii) generally not paying its debts as they become due; (iv) becoming insolvent; (vii) filing any petition or answer seeking for itself any reorganization, arrangements, composition, readjustment of its debts or for liquidation, dissolution or other similar relief; (viii) petitioning or applying to any court for any receiver, custodian, or trustee for all or substantially all of its property or assets or by the subject of any such proceeding filed against it; (ix) filing an answer admitting or not contesting the material allegations or any such petition filed against it or any order, judgment or decree approving such petition in any such proceeding; (x) seeking, approving, consenting to, or acquiescing in any such proceeding for the appointment of any such trustee, receiver, custodian, liquidator or agent for it or any substantial part of its property or if an order is entered appointing any such trustee, receiver, custodian, liquidator or agent; or (xi) taking any formal action for the purpose of effectuating any of the foregoing;

(f) an order for relief being entered under the United States bankruptcy laws, or if any other decree or order is entered by a court having jurisdiction: (i) adjudging Elm Street as bankrupt or insolvent; (ii) approving as properly filed a petition seeking reorganization, liquidation, arrangements, adjustment or composition of Elm

Street or its property under the United States bankruptcy laws or any other applicable federal or state law; (iii) appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) for Elm Street or for any substantial part of Elm Street's property; or (iv) ordering the winding up or liquidation of Elm Street's affairs; or

(g) any judgment or decree against Elm Street which is not paid, not stayed on appeal, not discharged, not bonded, or not dismissed for a period of thirty (30) days or more.

12. **REMEDIES.** Upon the occurrence of any event of default as provided herein, ASU shall have the option to pursue any one or more of the following remedies without notice or demand, and without prejudice to any rights or remedies otherwise available at law or in equity:

(a) to re-enter and repossess the Premises and expel and remove Elm Street and any other person who may be occupying the Premises without being liable for trespass or any damages thereof;

(b) to terminate this Lease by giving written notice thereof to Elm Street, as of a date to be specified in such notice which shall be at least thirty (30) days after the date on which such notice is given, in which event this Lease and the Term, but not continued liability hereunder, as hereinafter provided, shall expire and terminate upon the date specified in such notice as aforesaid, as fully and as completely as if the date specified in such notice was the date definitely fixed in this Lease for expiration, and Elm Street shall quit and surrender the Premises to ASU on or before the said date, without cost or charge to ASU;

(c) to cure such event of default in any other manner (after giving Elm Street written notice of ASU's intention to do so except in the case of emergency), in which event Elm Street shall reimburse ASU for all expenses incurred by ASU in doing so, including attorney's fees, plus interest on all such expenses at the lesser of the default rate or the highest rate then permitted on account thereof by applicable law, which expenses and interest shall be additional rent and shall be payable by Elm Street immediately upon demand thereof by ASU; and/or

(d) to exercise any other right or remedy available at law or in equity or otherwise.

13. **ASU'S INSPECTION.** ASU shall have the right, at all reasonable times and hours, to enter upon the Premises for the purpose of making inspections. However, this right shall not be exercised in a manner which unreasonably interferes with the normal conduct of Elm Street's business on the Premises.

14. **CONDITION OF THE PREMISES.** Elm Street hereby accepts the Premises and any equipment therein and will keep and maintain said Premises, fixtures and equipment during the Term hereof in good working condition. At the expiration of the Term, Elm Street shall return the Premises, equipment and fixtures without damage caused by Elm Street, its employees, members or guests, ordinary wear and tear excepted.

15. **SIGNS.** Elm Street shall not hang or place any sign, attachment or display of any kind to or upon the building and Premises or hang therefrom any such sign, attachment or display without ASU's prior approval. However, ASU shall not unreasonably withhold approval of any sign which is consistent with the architecture of the Premises or is required by Arkansas Alcoholic Beverage Control Regulations.

16. **WASTE.** Elm Street shall operate its aforementioned business so as not to endanger, damage or cause or allow waste to the Premises and Elm Street shall not damage, destroy, or permit the same on or in the Premises except for ordinary wear and tear.

17. **EXCEPTIONS.** ASU may determine that it is not in the best interest of ASU for a portion(s) of the private club designated in Exhibits A or B to conduct operations at or during certain events. If ASU makes such determination, ASU shall give Elm Street notice in writing no later than ten (10) days prior to such event that a portion(s) of the private club shall not conduct operations in a building which is part of the large event facility private club. Elm Street shall be bound by such determination provided proper notice has been given by ASU.

18. **MISCELLANEOUS.** Elm Street shall not conduct any kind of business that will be obnoxious or offensive to ASU or property owners and businesses in and around the Premises. Elm Street will not carry on or conduct any business in violation of any city ordinance, or the laws of the State of Arkansas, or of the United States of America, and will pay taxes, licenses and penalties necessary to be paid, connected with or incident to Elm Street's business.

19. **ENTIRE AGREEMENT.** This writing constitutes the entire agreement of the parties and all other writings, statements, agreements or representations whether oral or written are superseded and replaced hereby. No alteration, change or modification of this agreement shall be made except in writing signed by all parties.

20. **GENERAL CONDITIONS**

(a) Athletic events at which alcoholic beverages will be sold will be done so pursuant to all applicable laws and all applicable rules, regulations, policies, and guidelines. In addition, for NCAA athletic events, ASU shall follow all rules, regulations, policies and guidelines of the NCAA and the Sun Belt Conference.

(b) Titles and paragraph headings are for convenient reference and are not a part of this Agreement.

(c) In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall rule.

(d) Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Arkansas, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

(e) Because ASU is an agency of the State of Arkansas, any claims that may asserted against ASU must be brought in the Arkansas State Claims Commission.

(f) This Agreement shall be construed and enforced according to the laws of the State of Arkansas.

(g) Both parties shall comply with all applicable laws, ordinances and codes of Federal, State and Local governments.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have individually and through their proper officials executed this Agreement the day and year first written.

Arkansas State University

Date: _____

By: _____
Len Frey
Executive Vice Chancellor of Finance and
Administration

Date: _____

Elm Street Center, Inc., d/b/a Elm Street Sports Club
2800 Alumni Blvd., Suite A
Jonesboro, AR 72401

By: _____
William Stanley
President
Elm Street Center, Inc.

EXHIBIT A TO LEASE

The building and real property which is being leased is as set forth below:

First National Bank Arena, 201 Olympic Drive, Jonesboro, AR 72401

**EXHIBIT B TO LEASE
DESIGNATED EVENTS**

Alcoholic Beverages will be served in certain areas of the building and real property being leased as set forth below:

**First National Bank Arena, 201 Olympic Drive, Jonesboro, AR 72401 –
in the First National Bank Arena for all events as agreed by the parties.**

**Elm Street Center, Inc., d/b/a Elm Streets Sports Club
Board of Directors and Officers**

BOARD OF DIRECTORS:

Director	William Stanley	1110 Robin Rd., Jonesboro, AR 72401
Director	Craig Harrison	5120 Kesington Dr., Benton, AR 72019
Director	Jared Woodard	2511 Sea Island Dr., Jonesboro, AR 72404

OFFICERS:

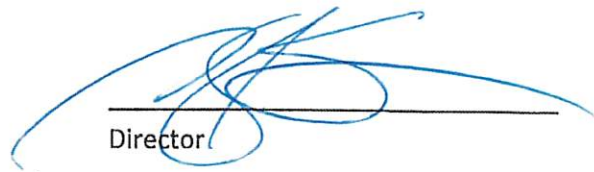
President	William Stanley	1110 Robin Rd., Jonesboro, AR 72401
Treasurer	Craig Harrison	5120 Kesington Dr., Benton, AR 72019
Secretary	Jared Woodard	2511 Sea Island Dr., Jonesboro, AR 72404

STATEMENT

By our signatures below, we hereby certify the following:

- A. None of the officers nor members of the Board of Directors of Elm Street Center, Inc., d/b/a Elm Street Sports Club have even been convicted of a felony;
- B. None of the officers nor members of the Board of Directors of Elm Street Center, Inc., d/b/a Elm Street Sports Club have had a permit, license or registration issued to them under any alcoholic beverage control law or regulation of the State of Arkansas or any other state in the United States of America revoked within five (5) years preceding the date of application.
- C. All of the officers and members of the Board of Directors of Elm Street Center, Inc., d/b/a Elm Street Sports Club are of good moral character.
- D. None of the officers nor members of the Board of Directors of Elm Street Center, Inc., d/b/a Elm Street Sports Club have been convicted of violating any laws of the State of Arkansas or any other any other state in the United States of America governing the sale, possession, manufacture or transportation of alcoholic beverages within five (5) years preceding the date of application.
- E. All of the officers and directors of the Board of Directors of Elm Street Center, Inc., d/b/a Elm Street Sports Club possess all of the qualifications required by the laws of the State of Arkansas or by the ABC regulations for an individual permit.

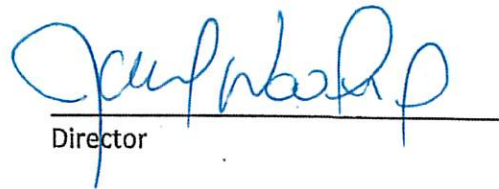
Dated this ____ day of _____, 2023.



Director

Robert Craig Harrison

Director



Director

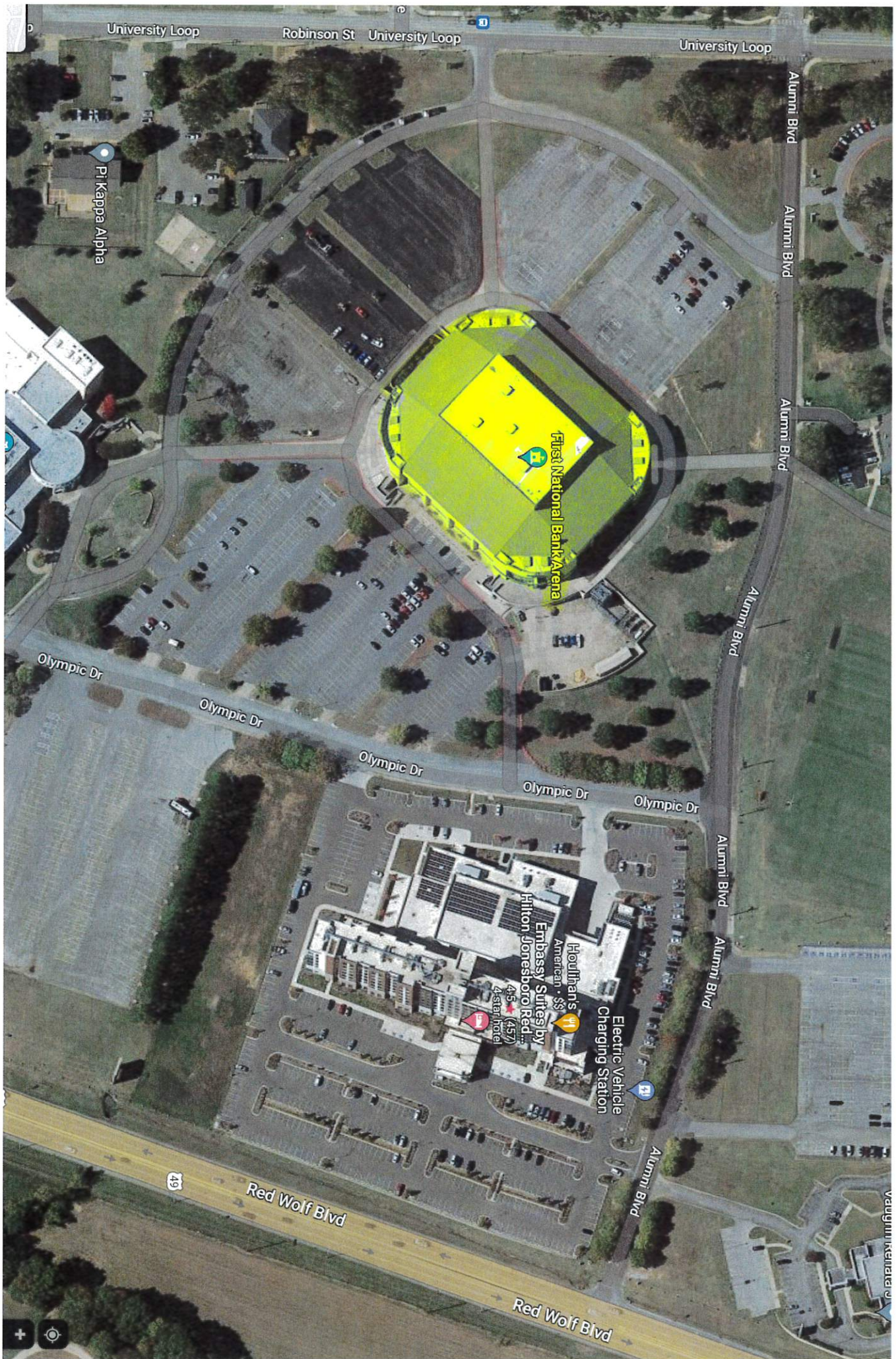
STATEMENT OF CHARITABLE PURPOSE

The purpose of Elm Street Center, Inc., d/b/a Elm Street Sports Club, a non-profit corporation organized under the laws of the State of Arkansas, is to provide benefits to the Red Wolf Foundation of Arkansas State University with the goal of improving the athletic department and opportunities available related to athletics for any and all students, whether participating in them or viewing them, to enhance the experience of all students as well as all fans and supporters of Arkansas State University and to support any and all goals and missions of the Red Wolf Foundation, a 501(c)(3) entity.

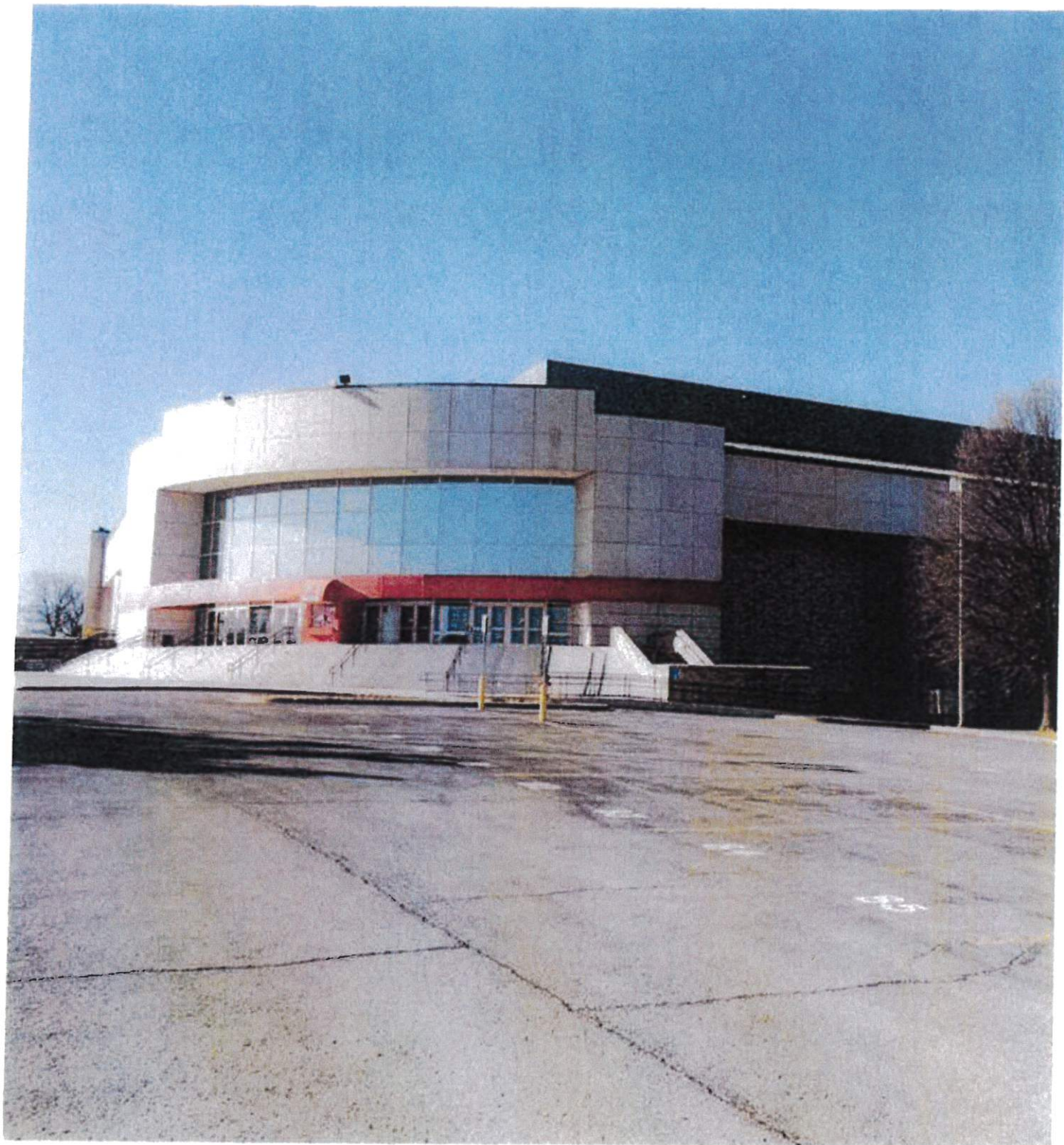
STATEMENT OF AREAS OF ALCOHOLIC BEVERAGE SERVICE

Alcoholic Beverages will be served in certain areas of the following buildings and real property owned by Arkansas State University which are leased by Elm Street Center, Inc., d/b/a Elm Street Sports Club.

First National Bank Arena, 201 Olympic Drive, Jonesboro, AR 72401 - in the First National Bank Arena for all events as agreed by the parties.







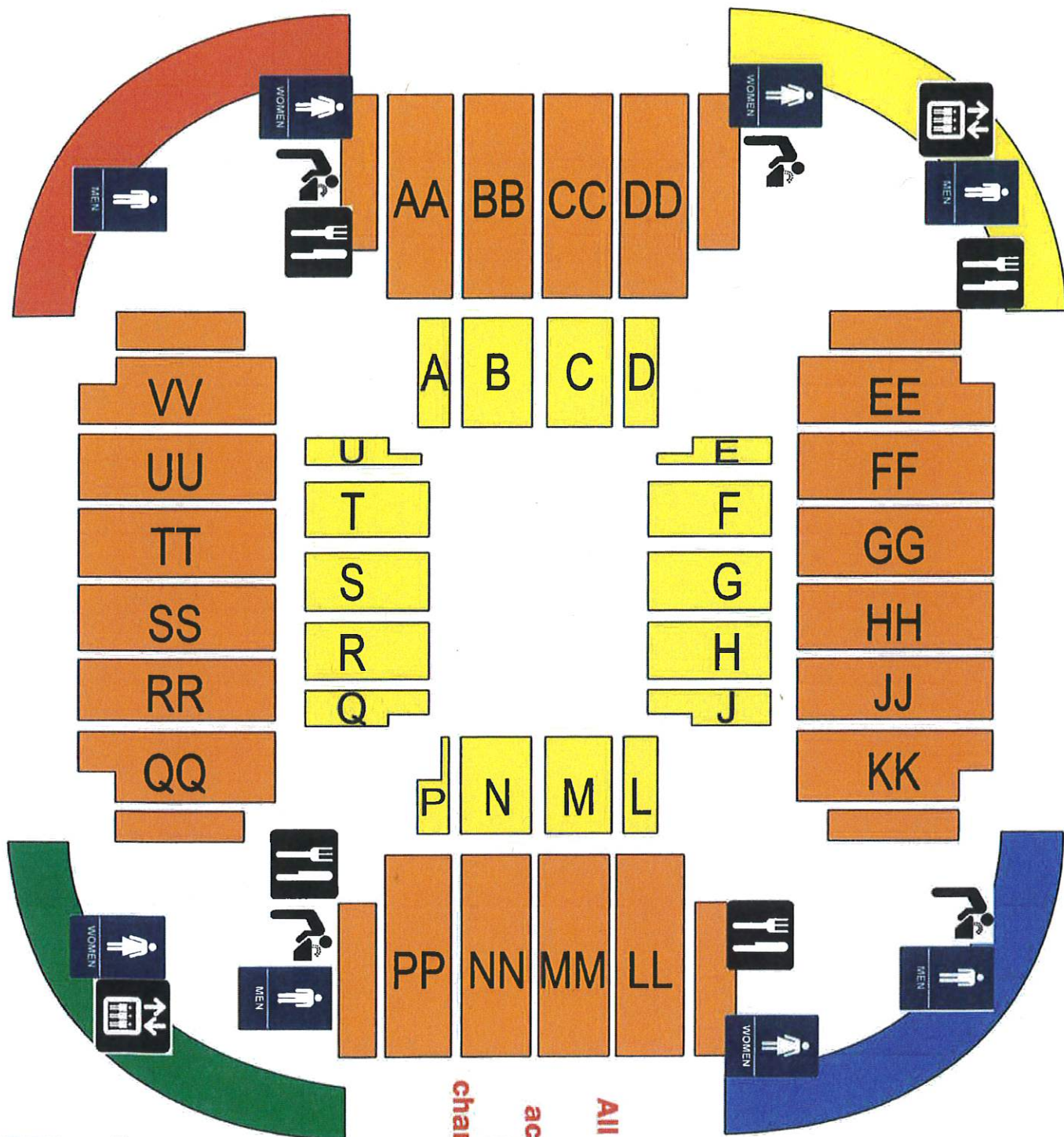






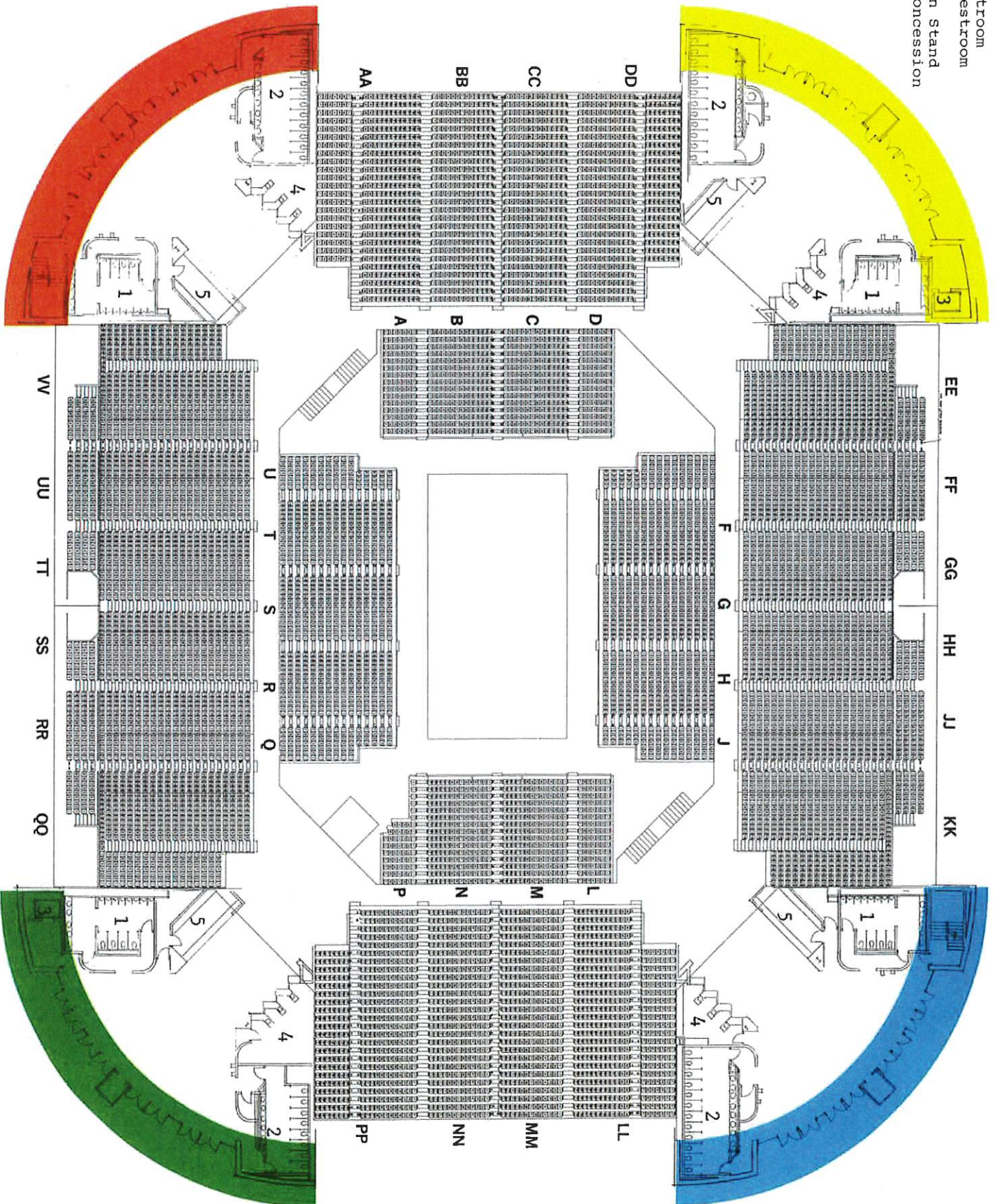
Second Floor

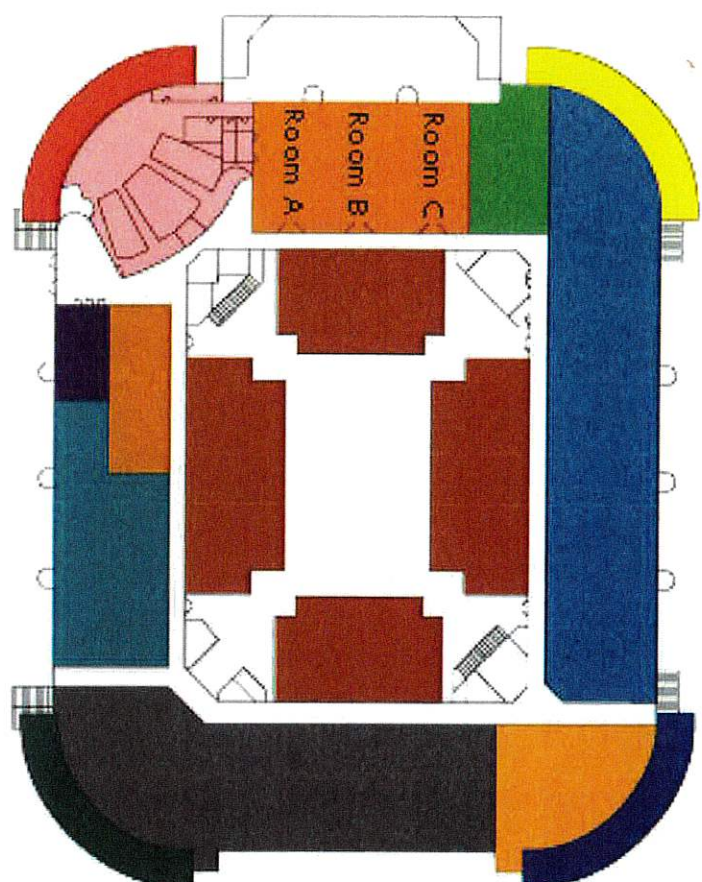
Map



Note:
All restrooms are
handicap
accessible and
have baby
changing stations.

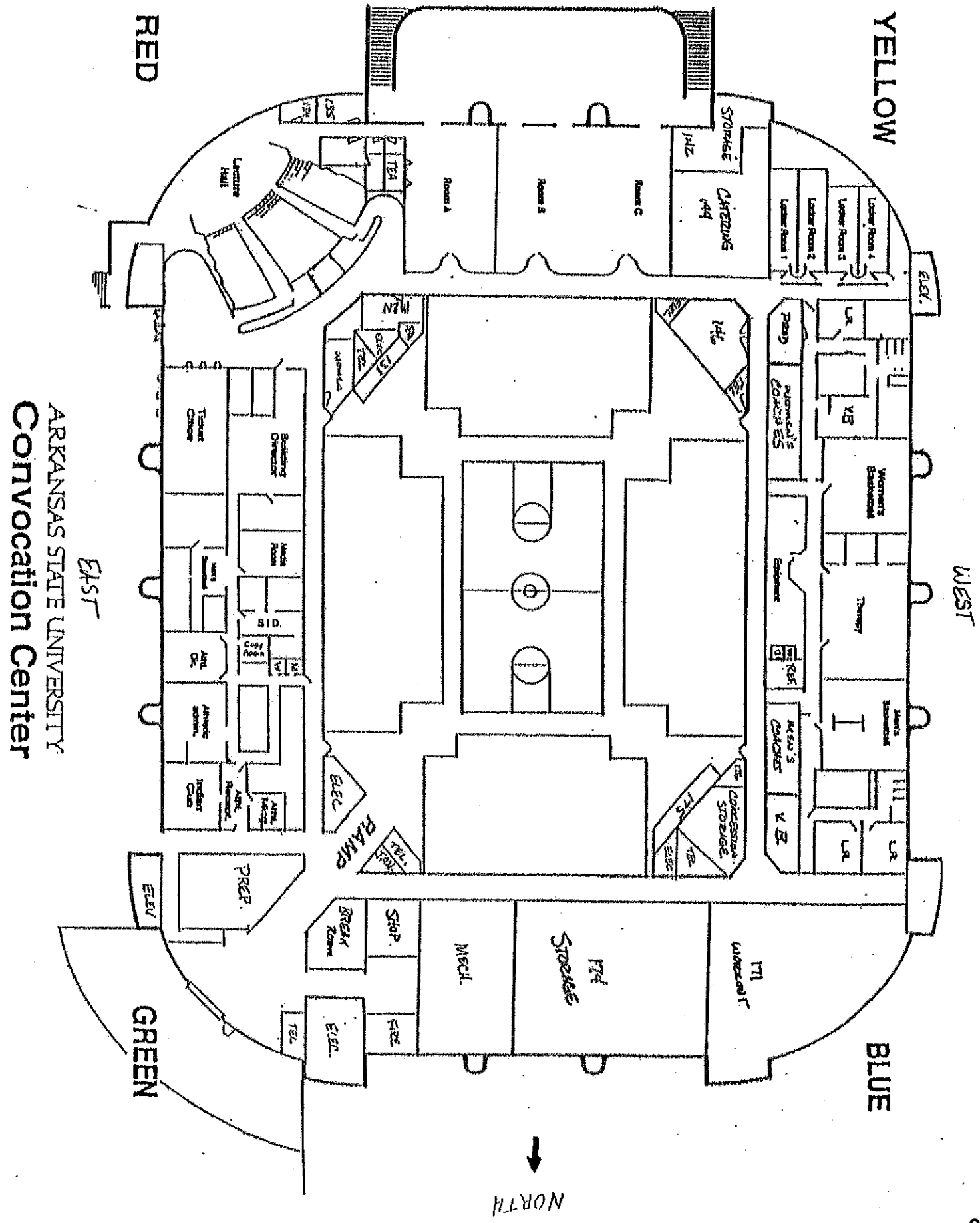
- 1-Men's Restroom
- 2-Ladies' Restroom
- 3-Elevator
- 4-Concession Stand
- 5-Novelty Concession Stand





Convocation Center

- administration
- athletic administration
- ticket office
- catering
- building operations
- meeting rooms
- auditorium
- retractable seats
- locker rooms
- weight rooms

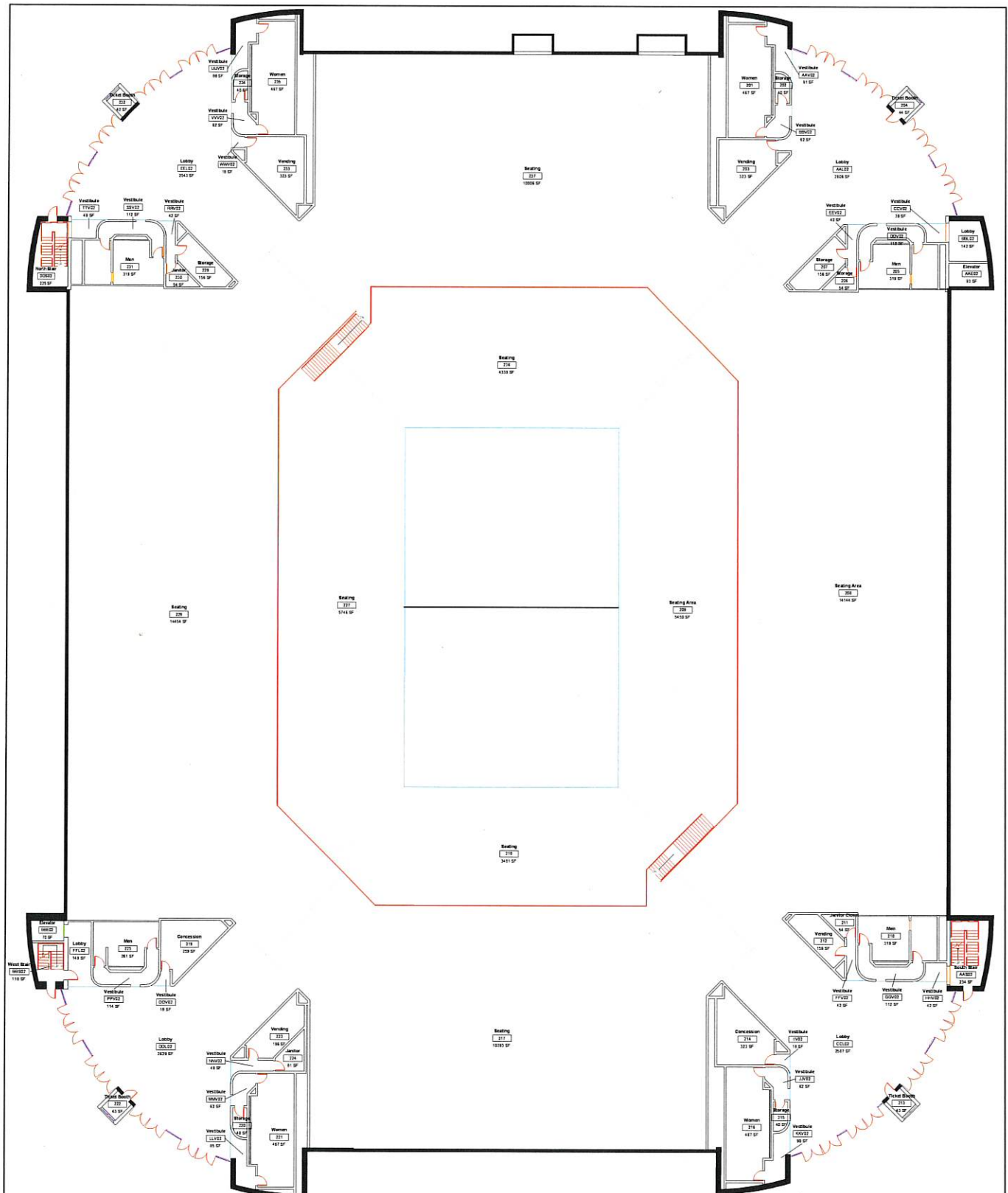


ARKANSAS STATE UNIVERSITY
Convocation Center

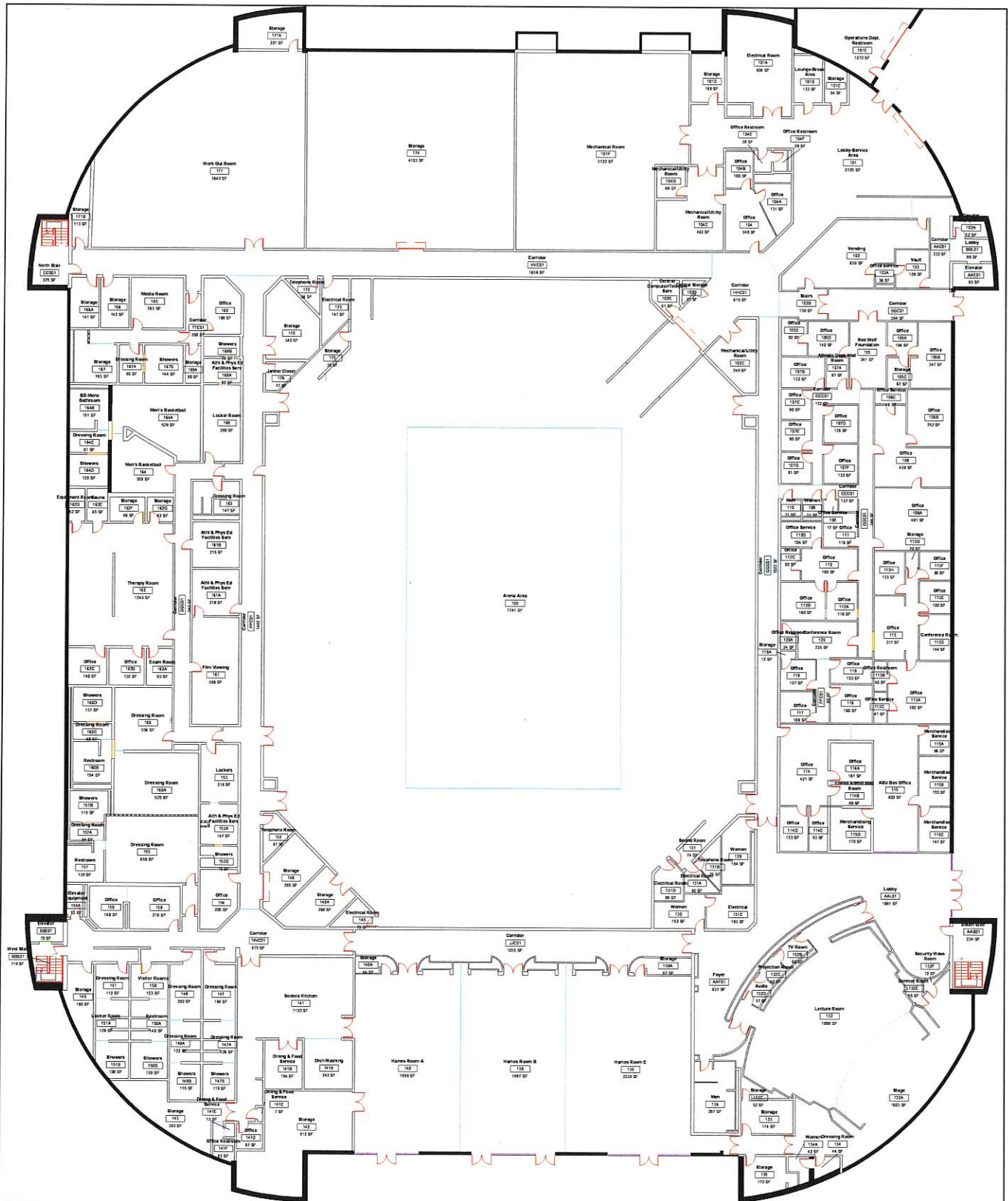
EAST

WEST

NORTH



<p>2 OF 3</p> <p>DRAWING NO:</p>	<p>ARKANSAS STATE UNIVERSITY</p>	<p>CONVOCATION CENTER</p> <p>LEVEL 2</p>	<p>DWN</p> <p>DATE</p>	<p>SCALE: 1" = 50'</p>
			<p>REV.</p> <p>DATE</p>	



1 OF 3

DRAWING NO:



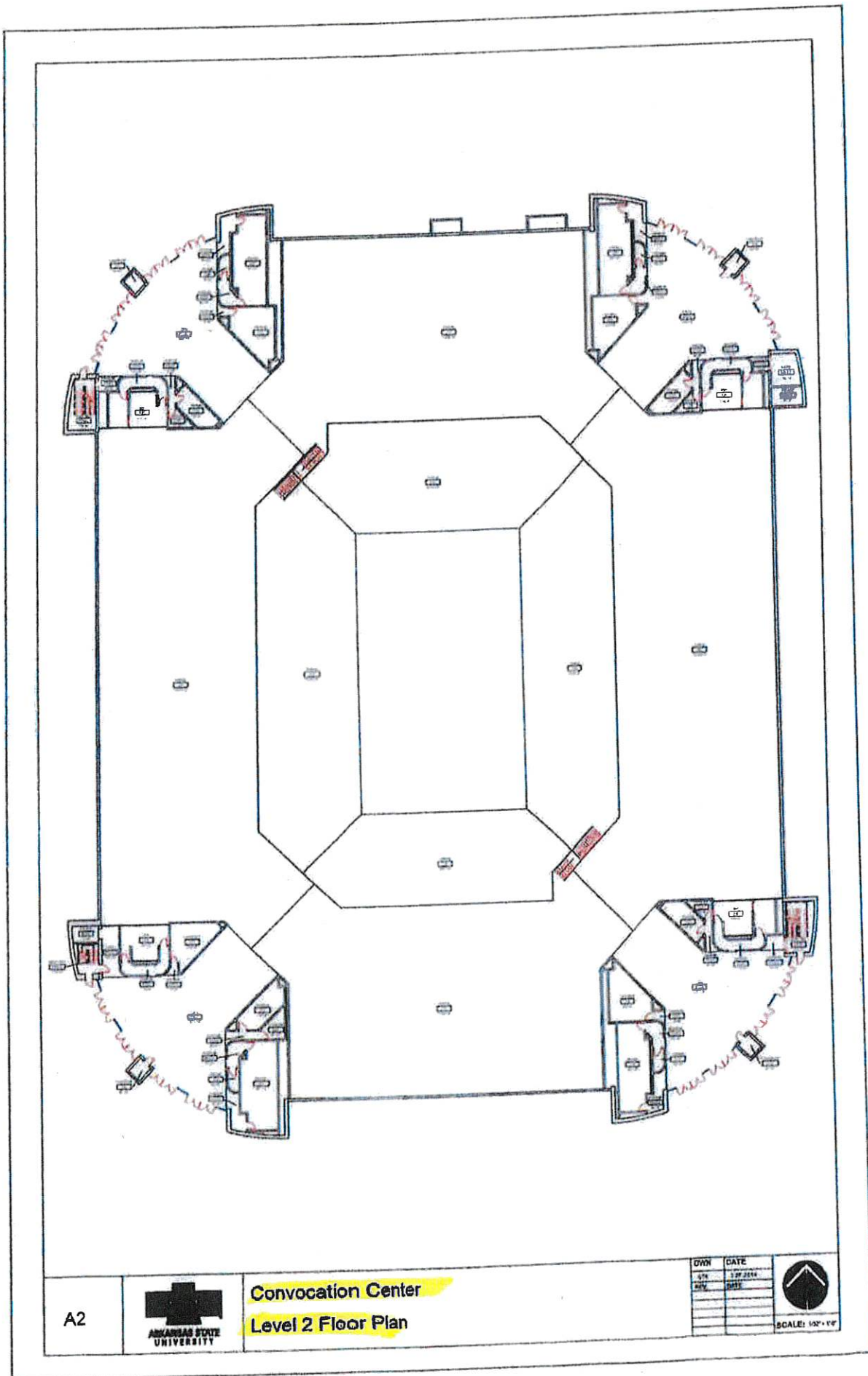
CONVOCATION CENTER

LEVEL 1

DWN	DATE
REV.	DATE



SCALE: 1" = 50'





A1



Convocation Center
Level 1 Floor Plan

OWN	DATE
REV	1/17/2014
REV	DATE



SCALE: 1/32" = 1'-0"

MEMBERS IN GOOD STANDING
Aggie Road Center d/b/a AGGIE ROAD SPORTS CLUB
AND Elm Street Center d/b/a/ ELM STREET SPORTS CLUB

Carol	Alexander	48 W Reserve Blvd Dr	Jonesboro	AR	72405
Susan	Altrui	718 Wildcreek Circle	Little Rock	AR	72223
Kelly	Baggett	3976 Hwy 49B	Brookland	AR	72417
Alicia	Balcola	2317 Sea Island Dr	Jonesboro	AR	72404
Gary	Barrett	780 Mound View Dr	England	AR	72046
Beverly	Bartels	906 Valhalla	Jonesboro	AR	72401
Julie	Bates	314 S University Ave	Little Rock	AR	72205
Jan	Beard	1004 Fairway Circle	Jonesboro	AR	72401
Deanne	Beshears	4906 S 27th St	Paragould	AR	72450
Randy	Binder	1733 North St	Fremont	OH	43420
Tracie	Blake	503 Hawthorne	Benton	AR	72015
Wayne	Bond	3710 Pebble Beach Dr	Jonesboro	AR	72404
Allison	Branum	327 E Nettleton	Jonesboro	AR	72401
Kent	Bridger	3904 Marchbanks Circle	Jonesboro	AR	72405
Stewart	Bridger	2901 S 26th Place	Rogers	AR	72758
Bruce	Broadaway	2206 Autumn	Jonesboro	AR	72404
Shane	Broadway	201 Morningside Dr	Bryant	AR	72022
Arleen	Brown	1707 S 28 1/2 St	Paragould	AR	72450
Bill	Brown	141 Angus Dr	Prairie Grove	AR	72753
Jim	Brown	1410 Franklin	Jonesboro	AR	72401
Addyson	Bryan	5202 Reserve Dr	Jonesboro	AR	72405
Russell	Carter	803 Fairway Dr	Jonesboro	AR	72401
Chad	Casey	4805 Glenneagles	Jonesboro	AR	72405
John	Childers	34 Laval Circle	Little Rock	AR	72223
Kathy	Clark	1601 S Church St Apt A	Jonesboro	AR	72401
Travis	Cogsell	4049 Hwy 351	Jonesboro	AR	72405
Roger	Colbert	335 West Court St	Paragould	AR	72450
Jordan	Coomes	922 E Craighead Forest Rd Apt 20A	Jonesboro	AR	72404
Pat	Cooper	1008 Villa Dr	Jonesboro	AR	72405
Chandler	Copeland	2408 Sea Island Dr	Jonesboro	AR	72404
Landen	Crancer	2108 Old Forge Dr	Little Rock	AR	72227
Chase	Crook	4508 Lochmoor Cir	Jonesboro	AR	72405
Brandon	Cunningham	3293 Abigail Court	Jonesboro	AR	72404
Don	Cunningham	900 N Pope Rd	Louisville	KY	40299
Jenny	Cunningham	1012 October Way	Morgantown	WV	26508
Josh	Daume	4133 Cypress Knoll Rd	Jonesboro	AR	72405
Anthony	Diorio	304 E Stroud St	Jonesboro	AR	72401
David	Duke	9 Clervaux Dr	Little Rock	AR	72223
Clinton	Edwards	3837 Plantation Estate Dr	Jonesboro	AR	72404
Miranda	Ellington	904 Win Brook Circle	Jonesboro	AR	72404
Mark	Elmore	124 Diamond Pointe Dr	Maumelle	AR	72113
Zach	Fahlberg	1424 Virginia Dr	Jonesboro	AR	72404
Mark	Ferguson	902 Karla Cir	Sherwood	AR	72120
Matt	Floyd	4609 Lochmoor Cir	Jonesboro	AR	72405

Amy	Foster	4809 Peach Tree Ave	Jonesboro	AR	72405
Zach	Gairhan	610 W College	Jonesboro	AR	72401
Sara	Gardner	8218 Matthews Rd	Roland	AR	72135
Miya	Garrett	1004 Chancery Ln	Jonesboro	AR	72405
Brian	Gerwig	717 Sadie Lane	Jonesboro	AR	72404
Meg	Gifford	4625 Lochmoor Cir	Jonesboro	AR	72405
Bryce	Goad	236 S Main	Jonesboro	AR	72401
Nicole	Goodrich	4600 Lochmoor	Jonesboro	AR	72405
Dione	Goud	905 Marjorie Dr	Jonesboro	AR	72401
Valene	Griesse	108 Gulley Dr	Brookland	AR	72917
Angel	Gutierrez	1515 Aggie Rd E7	Jonesboro	AR	72401
LaNeave	Hall	233 Kerry Ln	Henderson	KY	42420
Jeff	Hankins	20 Red Cedar Cv	Little Rock	AR	72212
Chad	Harbison	2610 Skyline Cv	Jonesboro	AR	72404
John	Hardin	1010 Country Manor Cir	Jonesboro	AR	72404
Woody	Harrelson	3609 Sawgrass Dr	Jonesboro	AR	72404
Chris	Hart	5204 Lee Ave	Little Rock	AR	72205
Ed	Hill	2207 Fox Meadow	Jonesboro	AR	72404
Hunter	Hinton	811 E Lakeshore Dr	Jonesboro	AR	72401
Scott	Hinton	514 W Washington	Jonesboro	AR	72401
Billy	Holland	3907 Hilltop Dr	Jonesboro	AR	72405
Caleb	Hollinger	805 N Tyler St	Little Rock	AR	72205
Paul	Holmes	1912 Paula Dr	Jonesboro	AR	72404
Amy	Holt	5617 Hollow Creek	Jonesboro	AR	72404
Shannon	Horton	2003 Alicia Dr	Jonesboro	AR	72404
David	Hundley	2908 Woodthrush Cir	Jonesboro	AR	72401
Scott	Hunter	514 W Washington	Jonesboro	AR	72401
Jeremy	Irvin	410 S Church St STE D	Jonesboro	AR	72401
Pam	Kail	1415 Dav Terrace Cove	Jonesboro	AR	72401
Tammy	Lee	2213 Williamsburg Dr	Jonesboro	AR	72404
Justin	Lewandowski	1827 Greensboro Rd	Jonesboro	AR	72405
Chris	Lewis	3702 Bolt Blvd	Jonesboro	AR	72405
Andrew	Locke	3202 Oliver Dr	Hernando	MS	38632
Joyce	Maddox	3586 Shinnocock Ln	Green Cove Springs	FL	32043
Paige	Markle	2508 E Johnson Ave	Jonesboro	AR	72405
John	Masterson	107 Cater Dr	Jonesboro	AR	72405
Neal	McArthur	5555 Macedonia Rd Apt R66	Jonesboro	AR	72401
David	Miller	3604 Bolt Blvd	Jonesboro	AR	72405
Riley	Minard	11902 W 167th Terr	Overland Park	KS	66221
Charles	Mitchell	3807 Sawgrass Dr	Jonesboro	AR	72404
Savannah	Morris	2508 E Johnson Ave	Jonesboro	AR	72405
Mark	Morrow	383 S Culberhouse	Jonesboro	AR	72404
Jace	Murphy	5555 Macedonia Rd	Jonesboro	AR	72405
Chad	Niell	4200 Friendly Hope	Jonesboro	AR	72404
Herbert	Ogles	7091 Hwy 141N	Jonesboro	AR	72401
Mark	Ohrenberger	7216 Vista Point Ct	Sherwood	AR	72120
Billy	Parker	1007 Villa Dr	Jonesboro	AR	72405
Kaleigh	Parker	413 Wildwood Pt	Jonesboro	AR	72405

Zachary	Patterson	910 Silverleaf Cove	Bono	AR	72416
Brad	Phelps	6200 Cantrell Rd	Little Rock	AR	72207
John	Phelps	1616 Cooper Lane	Jonesboro	AR	72401
Dannye	Pierce	3001 Berkshire Cove	Jonesboro	AR	72405
Lynetta	Pilkington	1000 Neville	Jonesboro	AR	72401
Lydia	Placzek	1103 Oriole Dr	Jonesboro	AR	72405
Kaylee	Presley	5913 Chastain Cove	Jonesboro	AR	72405
Brayden	Prestidge	3012 Creekview Ct	Jonesboro	AR	72404
Stephanie	Preston	545 CR 371	Bono	AR	72416
Jeff	Purinton	3870 Preston Oakes Dr	Jonesboro	AR	72404
Mike	Purinton	121 Peniel Church Rd	Palatka	FL	32177
Lance	Ramthun	603 W Washington Ave	Jonesboro	AR	72401
Tim	Ray	245 CR 759	Jonesboro	AR	72401
Teresa	Roche	795 Andrea Dr	Jonesboro	AR	72401
Richard	Roper	3916 Charleston	Jonesboro	AR	72404
Alicia	Roth	4701 Antosh Cir Apt 2	Jonesboro	AR	72404
Brandon	Rouse	623 E. Matthews Ave.	Jonesboro	AR	72401
JoAnn	Schneider	1011 Fairway Cir	Jonesboro	AR	72401
Jerry	Scott	1409 B South Madison	Jonesboro	AR	72401
Leigh	Scott	2600 Locust Hill Pl	Louisville	KY	40245
Ted	Seel	2204 Shoshoni St.	Jonesboro	AR	72401
Ellie	Shaw	102 A Scott Drive	Dwight	IL	60420
Todd	Shields	1503 E Nettleton	Jonesboro	AR	72401
Marissa	Sifford	4812 Chesapeake Cv	Jonesboro	AR	72404
Brian	Simpson	1024 Kavanaugh	Little Rock	AR	72205
Thilla	Sivakumaren	2607 Rankin Dr	Jonesboro	AR	72404
Carmen	Smith	3814 Pebble Beach	Jonesboro	AR	72404
Tiaan	Steenkamp	217 East St Loft 43	Jonesboro	AR	72401
Madison	Stein	4113 Lone Cypress Cove	Jonesboro	AR	72467
Taylor	Stockemer	1200 Brookwood Dr, Apt 165	Little Rock	AR	72202
Mark	Stripling	1001 Wilkins Ave	Jonesboro	AR	72401
Angie	Tate	814 CR 333	Jonesboro	AR	72401
Brandie	Taylor	223 Hickory St	Jonesboro	AR	72401
Jillian	Turner	2616 E Johnson Ave	Jonesboro	AR	72401
Alan	Tweddell	2014 Richard Cove	Jonesboro	AR	72404
Joe	Verser	4006 Friendly Hope Rd	Jonesboro	AR	72404
Hope	Waters	3012 N Church St	Jonesboro	AR	72401
Ramona	Welch	22 Meadow View Dr	Little Rock	AR	72223
Jon	Wilbanks	2205 Wineland St	Jonesboro	AR	72404
Jason	Willett	1804 Starling	Jonesboro	AR	72401
Matt	Wiley	3728 Pebble Beach	Jonesboro	AR	72404
Rocky	Wilson	908 Fairway Dr	Jonesboro	AR	72401
Mike	Wonderly	122 Flossie St	Trumann	AR	72472
Morgan	Wood	203 N San Francisco	Caraway	AR	72419
Julie	Wyatt	4205 Patti Anne	Jonesboro	AR	72405
Chad	Yancey	6217 S Caraway Rd	Jonesboro	AR	72404



Search Incorporations, Cooperatives, Banks and Insurance Companies

This is only a preliminary search and no guarantee that a name is available for initial filing until a confirmation has been received from the Secretary of State after filing has been processed. Please review our [NAME AVAILABILITY GUIDELINES HERE](#) prior to searching for a new entity name.

[Printer Friendly Version](#)

LLC Member information is now confidential per Act 865 of 2007

Use your browser's back button to return to the Search Results

[Begin New Search](#)

For service of process contact the [Secretary of State's office](#).

Corporation Name	ELM STREET CENTER
Fictitious Names	ELM STREET SPORTS CLUB
Filing #	811020469
Filing Type	Nonprofit Corporation
Filed under Act	Dom Nonprofit Corp; 1147 of 1993
Status	Good Standing
Principal Address	2800 ALUMNI BLVD JONESBORO, AR 72401
Reg. Agent	WILLIAM STANLEY
Agent Address	1110 ROBIN RD JONESBORO, AR 72401
Date Filed	08/21/2012
Officers	HOWARD L. SLINKARD , Incorporator/Organizer WILLIAM STANLEY , Director BOBBY MCDANIEL , Director CRAIG HARRISON , Director
Foreign Name	N/A
Foreign Address	
State of Origin	AR

[Purchase a Certificate of Good Standing for this Entity](#)

[Submit a Nonprofit Annual Report](#)

[Change this Corporation's Address](#)

OFFICIAL RECEIPT

Receipt Date 02/09/2023 11:23 AM
Receipt Print Date 02/09/2023

Receipt # 00229791
Batch # 00009.02.2023

CITY OF JONESBORO
300 S. Church St. Ste 106
PO Box 1845
JONESBORO, AR 72403-1845
870-932-3042
For Permit Inspections call 870-933-4602

Account/License/Permit/Category:
CR 250.00

Detail:
01-134-0517-00
Alcohol Application Fee 250.00

Total 250.00

Payment Information:
Check 1314 250.00
Change 0.00

NEA Sports Club Elm Street Center
Customer #: 000000

217 Olympic Drive
Jonesboro, AR 72401-

Cashier: ALCooksey
Station: ALCOOKSEY

4

OFFICIAL RECEIPT

Receipt Date 03/15/2023 02:29 PM
Receipt Print Date 03/15/2023

Receipt # 00231443
Batch # 00015.03.2023

CITY OF JONESBORO
300 S. Church St. Ste 106
PO Box 1845
JONESBORO, AR 72403-1845
870-932-3042
For Permit Inspections call 870-933-4602

Account/License/Permit/Category:
CR

129.35

Detail:

01-000-0150-00

Proof of Publication Elm Stre
et Center Inc

129.35

Total

129.35

Payment Information:

Check 1318
Change

129.35
0.00

NEA Sports Club
Customer #: 000000

217 Olympic Drive
Jonesboro, AR 72401-

Cashier: ALCooksey
Station: ALCOOKSEY



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: ORD-23:015

Agenda Date: 3/21/2023

Version: 1

Status: First Reading

In Control: City Council

File Type: Ordinance

AN ORDINANCE FOR A PRIVATE CLUB PERMIT FOR AGGIE ROAD CENTER, INC., d/b/a AGGIE ROAD SPORTS CLUB TO BE LOCATED AT TOMLINSON STADIUM, 208 OLYMPIC DR., JONESBORO, ARKANSAS

WHEREAS, Aggie Road Center, Inc., d/b/a Aggie Road Sports Club, has applied for a private club permit to be located at Tomlinson Stadium, 208 Olympic Dr., Jonesboro, Arkansas for the purpose of conducting operations on such premises consistent with Arkansas law; and

WHEREAS, Aggie Road Center, Inc., d/b/a Aggie Road Sports Club desires to receive approval from the City of Jonesboro, Arkansas for the same; and

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

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

Aggie Road Center, Inc., d/b/a Aggie Road Sports Club's application for a private club permit is hereby approved and it shall be and is entitled to apply to the Alcoholic Beverage Control Division of Arkansas for a private club permit or license, to be located at Tomlinson Stadium, 208 Olympic Dr., Jonesboro, Arkansas, and to conduct operations on such premises consistent with Arkansas law.



City of Jonesboro Private Club Review and Conditions Form

Date 3-8-23 Non-Profit Corp. Aggie Road Center Inc
Address 2800 Alumni Blvd. Ste. A
Applicant on Behalf of Club William Stanley
Home Address 1110 Robin Rd Jonesboro, AR
Business Name Aggie Road Sports Club
Business Address 2800 Alumni Blvd, Ste A

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 X No _____ Signature Chief of Police Chief Rick Galt

Planning and Zoning Department:

Type of Private Club: Restaurant _____ Hotel/Motel _____
Hours of Operation? _____
Copy of menu for food service? Yes _____ No _____
Zoning R-1
Approve? Yes X No _____ Signature Planning Director [Signature]

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

MAIL OR DELIVER DIRECTLY TO:

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

February 20, 2023

HAND DELIVERED

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

RE: Application for Large Event Facility - Private Club Permit for Aggie Road Center Inc. d/b/a Aggie Road Sports Club for Tomlinson Stadium at Arkansas State University

Dear Chief:

Please find enclosed the following application materials:

1. City of Jonesboro, Arkansas, application for private club permit completed, signed and notarized.
2. Schedule A – individual's personal history completed, signed and notarized.
3. Authority to release information completed, signed and notarized for the three board members: William Stanley, Craig Harrison and Jared Woodard.
4. Arkansas criminal history report for the Elm Street Center president and registered agent, William Stanley.
5. Current facility lease agreement between Cobblestone Vintage Good Guild, Inc. d/b/a NEA Sports Club and Arkansas State University, and proposed lease agreement between Aggie Road Center, Inc., and Arkansas State University. I am also the president and registered agent for NEA Sports Club, which currently holds ABC Permit #06030-01 for service at six campus facilities including Tomlinson. The lease agreement will be modified to reflect the Aggie Road Center permit transfer upon ABC approval.
6. Alphabetized member list of 138 names for Aggie Road Center, Inc. d/b/a Aggie Road Sports Club.
7. Arkansas Secretary of State documentation of nonprofit corporation.
8. Receipt from the City of Jonesboro Collections Department showing payment of \$250 application fee.

Please let me know if you have any questions. Thank you for your assistance.

Sincerely,

William Stanley
President
Elm Street Center, Inc.

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.

Aggie Road Center Inc.
Non-Profit Corporation FEIN #
APPLICANT ON BEHALF OF CLUB
First William Middle Stanley Last
HOME ADDRESS 1110 Robin Rd Jonesboro 72401 Craighead
Street City Zip County
BUSINESS NAME Aggie Road Sports Club
BUSINESS ADDRESS 2800 Alumni Blvd, Ste. A, Jonesboro 72401 Craighead
Street City Zip County

Does the club own the premises? No If leased, give name and address of owner:
Arkansas State University, P.O. Box 2100, State University, AR 72467

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? Yes If so, give name, address and permit no(s).
Cobblestone Vintage Good Guild Inc. dba NEA Sports Club

2800 Alumni Blvd, Jonesboro 72401

Permit #06030-0001

Service location for permit: Tomlinson Stadium
208 Olympic Dr
Jonesboro AR 72401

Give names and addresses of all officers/directors of the non-profit organization:

NAME	TITLE	ADDRESS
William Stanley	President	1110 Robin Rd., Jonesboro, AR 72401
Craig Harrison	Treasurer	5120 Kensington Dr., Benton, AR 72019
Javel Woodard	Secretary	2511 Sea Island Dr., Jonesboro, AR 72404

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

Signed this 22 day of February, 2023.

Signature of Applicant/Managing Agent

Official Title

Subscribed and sworn to before me this 22 day of February, 2023.

Notary Public

My Commission Expires: 2/15/29.



SCHEDULE A – INDIVIDUAL'S PERSONAL HISTORY

I submit answers to the following questions under oath:

1. Name William Stanley Sex Date of Birth
2. Home Address 1110 Robin Rd Jonesboro 72401 Phone No. 870-932-2000
Street
City
Zip
3. Are you a person of good moral character and reputation in your community? Yes
4. Are you a (CITIZEN) or (PERM NT RESIDENT ALIEN) of the United States? CIRCLE ONE
 Social Security No. Green Card No.
5. Are you a resident of Craighead county? Yes
 If not, do you live within 35 miles of the premises to be permitted?
6. Have you ever been convicted of a felony? YES NO X 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 X If so, give full information
9. Do you presently hold or have you ever held an alcoholic beverage permit(s)? Yes If so, give name, place, and permit number(s)
NEA Sports Club, Jonesboro, AR Permit #06030-01
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	Mekelle Stanley	1110 Robin Rd Jonesboro	Office Manager
Daughter	Hannah McFallen	3901 Teal Rd. Jonesboro	Stylist
Son	Jennings Stanley	1110 Robin Rd Jonesboro	Student

(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:

1110 Robin Rd. Jonesboro 2021-present
2300 Autumn Dr Jonesboro Prior to 2021

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

Your Business or Occupation	Name & Address of Employer	Dates of Employment
Attorney	Stanley & Woodward PLC	May 2013 - Present

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

[Signature]
Applicant's Signature

STATE OF ARKANSAS

COUNTY OF Craighead

Bill Stanley, 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 22 day of February, 2023.

[Signature]
Notary Public

My Commission Expires: 2/15/29:



**AGGIE ROAD CENTER, INC.
d/b/a Aggie Road Sports Club
Board of Directors
As of January 1, 2023**

William Stanley	President	1110 Robin Rd., Jonesboro, AR 72401
Craig Harrison	Treasurer	5120 Kesington Dr., Benton, AR 72019
Jared Woodard	Secretary	2511 Sea Island Dr., Jonesboro, AR 72404

AUTHORITY TO RELEASE INFORMATION

Application filled by Applicant -A, Stockholder/Partner - S: 5

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.

Robert Craig Harrison

Signature - Full Name

1/25/2023

Date

5120 Kensington Drive

Home Address

Benton

City

AR

State

72019

Zip

5120 Kensington Drive

Mailing Address

Benton

City

AR

State

72019

Zip

501-804-4182

Contact Phone

501-804-4182

Business Phone

craker333@gmail.com

Email Address

Subscribed and sworn to before me this 25 day of January, 2023.

Marsha L. Stark

Notary Public

My Commission Expires: 8/4/2028:



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.


Signature - Full Name

2/22/23
Date

1110 Robin Rd
Home Address

Jonesboro AR 72401
City State Zip

1110 Robin Rd
Mailing Address

Jonesboro AR 72401
City State Zip

870-761-5454 870-932-2000
Contact Phone Business Phone

bill @ stanleywoodard.com
Email Address

Subscribed and sworn to before me this 22 day of February, 2023.

Sara Cook
Notary Public

My Commission Expires: 2/15/24



AUTHORITY TO RELEASE INFORMATION

Application filled by Applicant -A, Stockholder/Partner - S : 5

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.

[Signature]
Signature - Full Name
Feb 22, 2023
Date

2511 SEA ISLAND Dr
Home Address

Jonesboro AR 72404
City State Zip

2511 SEA ISLAND Dr
Mailing Address

Jonesboro AR 72404
City State Zip

870-926-0649 870-932-2000
Contact Phone Business Phone

jared@stanleywoodard.com
Email Address

Subscribed and sworn to before me this 22 day of February, 2023.

Sara Cook
Notary Public

My Commission Expires: 2/15/29 :



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: **Stanley** First: **William** Middle: **Jennings**
Date of Birth: Sex: Race:
Social Security Number: (not verified, supplied at time of request)
Home/Mailing Address: **1110 Robin Rd. Jonesboro, AR 72401**

- NO CRIMINAL HISTORY FOUND FOR THIS SUBJECT -

Requestor Information

Transaction Number: **ABC003736048**

Date: **02/22/2023** Agency Reporting: **Arkansas State Police**

Purpose: **ABC Mandated pursuant to Arkansas Code §3-2-103 regarding applicants for alcohol permits issued by the Alcoholic Beverage Control Division.**

Released To: **Miracle Lee 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.



LEASE AGREEMENT

Lease Agreement ("Lease") by and between Cobblestone Vintage Good Guild d/b/a NEA Sports Club, an Arkansas non-profit corporation (hereinafter called "Cobblestone") and Arkansas State University-Jonesboro (hereinafter called "ASUJ").

WITNESSETH;

WHEREAS, Cobblestone possesses a liquor permit with its principal location at 217 Olympic Drive, Jonesboro, Arkansas; and

WHEREAS, Cobblestone is desirous of leasing certain portions of the campus ASUJ for use by Cobblestone where Cobblestone shall dispense liquor at certain times to its members and guests; and

WHEREAS, ASUJ is desirous of entering into such Lease upon the terms and conditions set forth herein; and

WHEREAS, Cobblestone is desirous of lease such space upon the terms and conditions set forth herein.

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

1. **LEASED PREMISES.** ASUJ hereby lets, leases and demises unto Cobblestone subject to the terms and conditions hereinafter set forth, the following described real property situated in Craighead County, Arkansas, to wit:

See attached Exhibit A for the property description.

To have and to hold the Premises unto the said Cobblestone for and during the Term and any Additional Term(s) hereof upon the terms and conditions set forth herein.

2. **TERM.** Cobblestone shall lease the Premises for a period of ten (10) years beginning on the 1st day of August, 2015 and ending at midnight the 31st day of July, 2025, for designated events only as set forth in paragraph 4 below (the "Term").

3. **RENT.** Cobblestone shall pay to the ASUJ as annual rental for the Premises the sum of Ten and 00/100 Dollars (\$10.00) for the Term. Such payments shall be due on the 1st day of August of each year throughout the Term.

4. **USE OF THE PREMISES.** Cobblestone agrees that the Premises shall be used for the purpose of a private club for Designated Events only in the locations shown on Exhibit A. Designated Events shall be those events set forth on the attached Exhibit B for any and all locations set forth on Exhibit A. ASUJ shall have the full, complete and exclusive use of all locations shown on Exhibit A, except for a reasonable period of time before, during and after each Designated Event. Cobblestone hereby covenants that the Premises, including all buildings and improvements thereon, shall during the Term of this Lease be used only and exclusively for lawful purposes, and no part of the Premises or improvements thereon shall be used in any manner whatsoever for any purpose in violation of the laws of the United States, the State of Arkansas, or the ordinances or laws of the City of Jonesboro.

5. **ALTERATIONS.** Cobblestone agrees that it shall not make any changes, alterations, modifications, or additions of a structural nature in or about the Premises without receiving prior written approval from ASUJ, except for minor non-structural alterations or additions not of a permanent nature. If Cobblestone desires to make any structural alterations or additions, then Cobblestone shall give written notice thereof to ASUJ and ASUJ shall approve or give notice of the lack of approval within thirty (30) days following notice thereof. If ASUJ fails to give any notice within such thirty (30) day period, then such alterations shall be deemed denied.

6. **MAINTENANCE AND REPAIRS.** ASUJ shall, at its sole cost and expense, maintain the interior of the Premises in good order, condition, and repair. Further, ASUJ shall at its own cost and expense maintain the electrical, heating, air conditioning, water and plumbing systems of the Premises. Unless set forth in writing to the contrary and signed by the parties, Cobblestone shall not have any obligation of any kind whatsoever in connection with the maintenance or repair of the Premises except for items damaged by Cobblestone, its employees, members or guests. In addition, ASUJ shall be responsible for and shall maintain the exterior walls and roof of the Premises in good repair throughout the term of this Lease.

7. **INSURANCE.**

(a) **Property Damage.** During the Term of this Lease, ASUJ shall maintain and keep in full force and effect, at its sole cost and expense, a standard comprehensive policy of property damage insurance with respect to the Premises for ASUJ's property. Further, Cobblestone shall be responsible for providing the liquor liability insurance for such private club. ASUJ shall maintain insurance protecting the real property and all appurtenances attached thereto.

(b) **Liability.** During the Term of this Lease, Cobblestone shall maintain and keep in full force and effect, at its sole cost and expense, a general policy of comprehensive public liability insurance insuring ASUJ and Cobblestone against any liability arising out of the ownership, use, occupancy, or maintenance of the Premises and all areas appurtenant thereto. Such liability insurance shall have the following minimum coverages, to wit: Five Million and 00/100 Dollars (\$5,000,000.00) per person and Ten Million and 00/100 Dollars (\$10,000,000.00) per occurrence with Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for damage to property.

(c) **Certificate of Insurance.** Cobblestone shall furnish to ASUJ upon request, and if not requested at least annually: (i) a certificate of insurance showing such insurance to be in full force and effect; and (ii) proof that the premiums necessary to keep said insurance in full force and effect have been timely paid.

(d) **Miscellaneous.** Insurance required hereunder shall be with such companies and in such form as is reasonably satisfactory to the ASUJ. No such policy shall be cancelable or subject to reduction of coverage or other modification except after ten (10) days prior written notice to the ASUJ. Cobblestone shall, within ten (10) days prior to the expiration of such policies, furnish ASUJ with renewals or binders for renewal coverage.

8. **TAXES.** Cobblestone shall pay all taxes on the property of Cobblestone located on the Premises as well as all taxes, licenses and other similar charges upon the business of Cobblestone. As an agency of the State of Arkansas, ASUJ is normally exempt from any and all ad valorem taxes and assessments. In the event that any taxes are deemed or determined by a proper governmental authority (not based

upon the business of Cobblestone) to be due, then ASUJ shall pay such taxes and assessments. However, any taxes caused by, created by or due from Cobblestone shall be paid by Cobblestone.

9. DAMAGE OR DESTRUCTION OF THE PROPERTY.

(a) Total or Partial Destruction. In the event the improvements upon the Premises are damaged by vandalism, fire, storm, wind, or other casualty so as to render the Premises uninhabitable, and such damage cannot reasonably be expected to be substantially repaired within one hundred fifty (150) days, Cobblestone shall have the option for a period of fifteen (15) days following the date of such damage to terminate this Lease by written notice to ASUJ. In the event such damage does not render the Premises uninhabitable or it is reasonably expected that the Premises will be substantially repaired within one hundred fifty (150) days, Cobblestone shall not have the right to terminate this Lease. In the event this Lease is not terminated by Cobblestone, ASUJ shall, as soon as practical, institute action to repair and rebuild the damaged portion of the Premises. In no event shall ASUJ be obligated to expend more than the insurance proceeds received by ASUJ by reason of such damage.

(b) Abatement of Rent During Reconstruction. If the Premises are destroyed or damaged and action is undertaken by ASUJ to repair or restore the Premises, the rent payable for the period when such damage, repair, or restoration continues shall be abated in proportion to the degree to which NEA Sports' use of the Premises is impaired (except as provided by the loss of rents coverage). The aggregate amount of abatement hereunder shall not exceed the full monthly rental provided hereunder. Except for abatement of rent, if any, Cobblestone shall have no claim against ASUJ for any liability, cost, obligation, or expense caused by reason of such damage, destruction, repair or restoration.

10. ASSIGNMENT OR SUBLETTING. Cobblestone shall neither assign nor sublet the Premises nor any part thereof without the written consent of ASUJ. In no event shall the subletting or assignment of this Lease relieve Cobblestone of any of the covenants, agreement and obligations imposed upon Cobblestone in this Lease. However, ASUJ hereby allows Cobblestone to engage a contractor to provide food services as necessary under Arkansas law or any Arkansas Beverage Control Commission Rule or Regulation.

11. EVENTS OF DEFAULT. Any one or more of the following events shall be deemed an event of default by NEA Sports under this Lease:

- (a) failure by Cobblestone to timely pay any installment of rent and late fees, if applicable, provided herein as and when due and payable or within thirty (30) days thereof;
- (b) failure by Cobblestone to comply with any term, provision, or covenant of this Lease, other than the payment of rent, for a period of thirty (30) days after written notice thereof has been given by ASUJ;
- (c) the breach of any representation or warranty of Cobblestone contained herein;
- (d) Cobblestone deserting or vacating all or any substantial portion of the Premises for a period of ten (10) days or more during a period when Cobblestone is intended to be in possession of such Premises;
- (e) Cobblestone: (i) suspending or discontinuing its business; (ii) making an assignment for the benefit of creditors; (iii) generally not paying its debts as they become due; (iv) becoming insolvent; (v) filing any petition or answer seeking for itself any reorganization, arrangements, composition, readjustment of its debts or for liquidation, dissolution or other similar relief; (vii) petitioning or

applying to any court for any receiver, custodian, or trustee for all or substantially all of its property or assets or by the subject of any such proceeding filed against it; (ix) filing an answer admitting or not contesting the material allegations or any such petition filed against it or any order, judgment or decree approving such petition in any such proceeding; (x) seeking, approving, consenting to, or acquiescing in any such proceeding for the appointment of any such trustee, receiver, custodian, liquidator or agent for it or any substantial part of its property or if an order is entered appointing any such trustee, receiver, custodian, liquidator or agent; or (xi) taking any formal action for the purpose of effectuating any of the foregoing;

(f) an order for relief being entered under the United States bankruptcy laws, or if any other decree or order is entered by a court having jurisdiction: (i) adjudging Cobblestone as bankrupt or insolvent; (ii) approving as properly filed a petition seeking reorganization, liquidation, arrangements, adjustment or composition of Cobblestone or its property under the United States bankruptcy laws or any other applicable federal or state law; (iii) appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) for Cobblestone or for any substantial part of Cobblestone's property; or (iv) ordering the winding up or liquidation of Cobblestone's affairs; or

(g) any judgment or decree against Cobblestone which is not paid, not stayed on appeal, not discharged, not bonded, or not dismissed for a period of thirty (30) days or more.

12. REMEDIES. Upon the occurrence of any event of default as provided herein, ASUJ shall have the option to pursue any one or more of the following remedies without notice or demand, and without prejudice to any rights or remedies otherwise available at law or in equity:

(a) to re-enter and repossess the Premises and expel and remove Cobblestone and any other person who may be occupying the Premises without being liable for trespass or any damages thereof;

(b) to terminate this Lease by giving written notice thereof to Cobblestone, as of a date to be specified in such notice which shall be at least thirty (30) days after the date on which such notice is given, in which event this Lease and the Term, but not continued liability hereunder, as hereinafter provided, shall expire and terminate upon the date specified in such notice as aforesaid, as fully and as completely as if the date specified in such notice was the date definitely fixed in this Lease for expiration, and Cobblestone shall quit and surrender the Premises to ASUJ on or before the said date, without cost or charge to ASUJ;

(c) to cure such event of default in any other manner (after giving Cobblestone written notice of ASUJ's intention to do so except in the case of emergency), in which event Cobblestone shall reimburse ASUJ for all expenses incurred by ASUJ in doing so, including attorney's fees, plus interest on all such expenses at the lesser of the default rate or the highest rate then permitted on account thereof by applicable law, which expenses and interest shall be additional rent and shall be payable by Cobblestone immediately upon demand thereof by ASUJ; and/or

(d) to exercise any other right or remedy available at law or in equity or otherwise.

13. ASUJ'S INSPECTION. ASUJ shall have the right, at all reasonable times and hours to enter upon the Premises for the purpose of making inspections. However, this right shall not be exercised in a manner which unreasonably interferes with the normal conduct of Cobblestone's business on the Premises.

14. **CONDITION OF THE PREMISES.** Cobblestone hereby accepts the Premises and any equipment therein and will keep and maintain said Premises, fixtures and equipment during the Term hereof in good working condition. At the expiration of the Term, Cobblestone shall return the Premises, equipment and fixtures without damage caused by Cobblestone, its employees, members or guests, ordinary wear and tear excepted.

15. **SIGNS.** Cobblestone shall not hang or place any sign, attachment or display of any kind to or upon the building and Premises or hang therefrom any such sign, attachment or display without ASUJ's prior approval. However, ASUJ shall not unreasonably withhold approval of any sign which is consistent with the architecture of the Premises or is required by Arkansas Alcoholic Beverage Control Regulations.

16. **WASTE.** Cobblestone shall operate its aforementioned business so as not to endanger, damage or cause or allow waste to the Premises and Cobblestone shall not damage, destroy, or permit the same on or in the Premises except for ordinary wear and tear.

17. **EXCEPTIONS.** ASUJ may determine that it is not in the best interest of ASUJ for a portion(s) of the private club designated in Exhibits A or B to conduct operations at or during certain events. If ASUJ makes such determination, ASUJ shall give Cobblestone notice in writing no later than ten (10) days prior to such event that a portion(s) of the private club shall not conduct operations in a building which is part of the large event facility private club. Cobblestone shall be bound by such determination provided proper notice has been given by ASUJ.

18. **MISCELLANEOUS.** Cobblestone shall not conduct any kind of business that will be obnoxious or offensive to ASUJ or property owners and businesses in and around the Premises. Cobblestone will not carry on or conduct any business in violation of any city ordinance, or the laws of the State of Arkansas, or of the United States of America, and will pay taxes, licenses and penalties necessary to be paid, connected with or incident to Cobblestone's business.

19. **ENTIRE AGREEMENT.** This writing constitutes the entire agreement of the parties and all other writings, statements, agreements or representations whether oral or written are superseded and replaced hereby. No alteration, change or modification of this agreement shall be made except in writing signed by all parties.

20. **GENERAL CONDITIONS**

(A) Athletic events at which alcoholic beverages will be sold will be done so pursuant to all applicable laws and all applicable rules, regulations, policies, and guidelines. In addition for NCAA athletic events, ASUJ shall follow all rules, regulations, policies and guidelines of the NCAA and the Sun Belt conference.

(B) Titles and paragraph headings are for convenient reference and are not a part of this Agreement.

(C) In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall rule.

(D) Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Arkansas, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to

conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

(E) Because ASUJ is an agency of the State of Arkansas, any claims that may asserted against ASUJ must be brought in the Arkansas State Claims Commission.

(F) This Agreement shall be construed and enforced according to the laws of the State of Arkansas.

(G) Both parties shall comply with all applicable laws, ordinances and codes of Federal, State and Local governments.

IN WITNESS WHEREOF, the parties hereto have individually and through their proper officials executed this Agreement the day and year first written.

Arkansas State University-Jonesboro

DATE: May 7, 2015

By: 
Vice Chancellor of Finance and Administration

Cobblestone Vintage Good Guild, Inc. d/b/a
NEA Sports Club, an Arkansas non-profit corporation

DATE: May 7, 2015

By: 

EXHIBIT A TO LEASE

The building and real property which are being leased are as set forth below (collectively, the "Premises"):

Centennial Bank Stadium, 2720 A Street, Jonesboro, AR 72401;
Convocation Center, 217 Olympic Drive, Jonesboro, AR 72401;
Cooper Alumni Center, 2600 Alumni Blvd., Jonesboro, AR 72401;
Fowler Center, 201 Olympic Drive, Jonesboro, AR 72401;
Pavilion, 2605 A Street, Jonesboro, AR 72401; and
Tomlinson Stadium, 208 Olympic Drive, Jonesboro, AR 72401.

EXHIBIT A TO LEASE

The building and real property which are being leased are as set forth below (the "Premises"):

Centennial Bank Stadium, 2720 A Street, Jonesboro, AR 72401.

EXHIBIT A TO LEASE

The building and real property which are being leased are as set forth below (the "Premises"):

Convocation Center, 217 Olympic Drive, Jonesboro, AR 72401.

EXHIBIT A TO LEASE

The building and real property which are being leased are as set forth below (collectively, the "Premises"):

Centennial Bank Stadium, 2720 A Street, Jonesboro, AR 72401; and
Convocation Center, 217 Olympic Drive, Jonesboro, AR 72401.

EXHIBIT A TO LEASE

The building and real property which are being leased are as set forth below (collectively, the "Premises"):

Centennial Bank Stadium, 2720 A Street, Jonesboro, AR 72401;
Cooper Alumni Center, 2600 Alumni Blvd., Jonesboro, AR 72401; and
Fowler Center, 201 Olympic Drive, Jonesboro, AR 72401.

EXHIBIT A TO LEASE

The building and real property which are being leased are as set forth below (collectively, the "Premises"):

Convocation Center, 217 Olympic Drive, Jonesboro, AR 72401;
Cooper Alumni Center, 2600 Alumni Blvd., Jonesboro, AR 72401; and
Fowler Center, 201 Olympic Drive, Jonesboro, AR 72401.

EXHIBIT A TO LEASE

The building and real property which are being leased are as set forth below (collectively, the "Premises"):

Centennial Bank Stadium, 2720 A Street, Jonesboro, AR 72401;
Convocation Center, 217 Olympic Drive, Jonesboro, AR 72401;
Cooper Alumni Center, 2600 Alumni Blvd., Jonesboro, AR 72401; and
Fowler Center, 201 Olympic Drive, Jonesboro, AR 72401.

**EXHIBIT B TO LEASE
DESIGNATED EVENTS**

Alcoholic Beverages will be served in certain areas of the buildings and real property being leased as set forth below:

Centennial Bank Stadium, 2720 A Street, Jonesboro, AR 72401 – in All of the Press Box, the Red Loge area and the End Zone Suites at all Arkansas State University- Jonesboro ("ASUJ) football games and any pre or post season ASUJ football events or football events of other colleges, unless prohibited by the NCAA or other controlling authority;

Convocation Center, 217 Olympic Drive, Jonesboro, AR 72401 – in the Convocation Center for all concerts or other events as agreed by the parties, excluding all ASUJ basketball games;

Cooper Alumni Center, 2600 Alumni Blvd., Jonesboro, AR 72401 – in the Cooper Alumni Center for all events as agreed by the parties;

Fowler Center, 201 Olympic Drive, Jonesboro, AR 72401 – in the Fowler Center for all events as agreed by the parties;

Pavilion, 2605 A Street, Jonesboro, AR 72401 – in the Pavilion for all events as agreed by the parties; and

Tomlinson Stadium, 208 Olympic Drive, Jonesboro, AR 72401 – in Tomlinson Stadium only in the Barton's Deck at all baseball games of Arkansas State University- Jonesboro ("ASUJ) and any pre or post season ASUJ baseball events or baseball events of other colleges, unless prohibited by the NCAA or other controlling authority.

**EXHIBIT B TO LEASE
DESIGNATED EVENTS**

Alcoholic Beverages will be served in certain areas of the buildings and real property being leased as set forth below:

Centennial Bank Stadium, 2720 A Street, Jonesboro, AR 72401 – in All of the Press Box, the Red Loge area and the End Zone Suites at all Arkansas State University- Jonesboro ("ASUJ) football games and any pre or post season ASUJ football events or football events of other colleges, unless prohibited by the NCAA or other controlling authority.

**EXHIBIT B TO LEASE
DESIGNATED EVENTS**

Alcoholic Beverages will be served in certain areas of the buildings and real property being leased as set forth below:

Convocation Center, 217 Olympic Drive, Jonesboro, AR 72401 – in the Convocation Center for all concerts or other events as agreed by the parties, excluding all ASUJ basketball games;

**EXHIBIT B TO LEASE
DESIGNATED EVENTS**

Alcoholic Beverages will be served in certain areas of the buildings and real property being leased as set forth below:

Centennial Bank Stadium, 2720 A Street, Jonesboro, AR 72401 – in All of the Press Box, the Red Loge area and the End Zone Suites at all Arkansas State University- Jonesboro ("ASUJ) football games and any pre or post season ASUJ football events or football events of other colleges, unless prohibited by the NCAA or other controlling authority; and

Convocation Center, 217 Olympic Drive, Jonesboro, AR 72401 – in the Convocation Center for all concerts or other events as agreed by the parties, excluding all ASUJ basketball games.

**EXHIBIT B TO LEASE
DESIGNATED EVENTS**

Alcoholic Beverages will be served in certain areas of the buildings and real property being leased as set forth below:

Centennial Bank Stadium, 2720 A Street, Jonesboro, AR 72401 – in All of the Press Box, the Red Loge area and the End Zone Suites at all Arkansas State University- Jonesboro ("ASUJ) football games and any pre or post season ASUJ football events or football events of other colleges, unless prohibited by the NCAA or other controlling authority;

Cooper Alumni Center, 2600 Alumni Blvd., Jonesboro, AR 72401 – in the Cooper Alumni Center for all events as agreed by the parties; and

Fowler Center, 201 Olympic Drive, Jonesboro, AR 72401 – in the Fowler Center for all events as agreed by the parties.

**EXHIBIT B TO LEASE
DESIGNATED EVENTS**

Alcoholic Beverages will be served in certain areas of the buildings and real property being leased as set forth below:

Convocation Center, 217 Olympic Drive, Jonesboro, AR 72401 – in the Convocation Center for all concerts or other events as agreed by the parties, excluding all ASUJ basketball games;

Cooper Alumni Center, 2600 Alumni Blvd., Jonesboro, AR 72401 – in the Cooper Alumni Center for all events as agreed by the parties; and

Fowler Center, 201 Olympic Drive, Jonesboro, AR 72401 – in the Fowler Center for all events as agreed by the parties.

**EXHIBIT B TO LEASE
DESIGNATED EVENTS**

Alcoholic Beverages will be served in certain areas of the buildings and real property being leased as set forth below:

Centennial Bank Stadium, 2720 A Street, Jonesboro, AR 72401 – in All of the Press Box, the Red Loge area and the End Zone Suites at all Arkansas State University- Jonesboro ("ASUJ) football games and any pre or post season ASUJ football events or football events of other colleges, unless prohibited by the NCAA or other controlling authority;

Convocation Center, 217 Olympic Drive, Jonesboro, AR 72401 – in the Convocation Center for all concerts or other events as agreed by the parties, excluding all ASUJ basketball games;

Cooper Alumni Center, 2600 Alumni Blvd., Jonesboro, AR 72401 – in the Cooper Alumni Center for all events as agreed by the parties; and

Fowler Center, 201 Olympic Drive, Jonesboro, AR 72401 – in the Fowler Center for all events as agreed by the parties.

COBBLESTONE VINTAGE GOOD GUILD, INC.
d/b/a NEA Sports Club
Board of Directors and Officers

BOARD OF DIRECTORS:

Director	William J. Stanley	326 S. Church Street, Jonesboro, AR 72401
Director	Bobby McDaniel	400 S. Main, Jonesboro, AR 72401
Director	Craig Harrison	5120 Kensington Dr., Benton, AR 72019

OFFICERS:

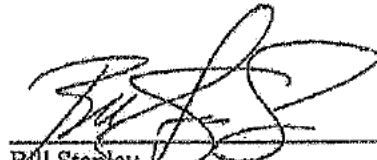
President	William J. Stanley	326 S. Church Street, Jonesboro, AR 72401
Vice President	Bobby McDaniel	400 S. Main, Jonesboro, AR 72401
Secretary/Treasurer	Craig Harrison	5120 Kensington Dr., Benton, AR 72019

STATEMENT

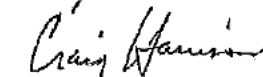
By our signatures below, we hereby certify the following:

- A. None of the officers nor members of the Board of Directors of Cobblestone Vintage Good Guild, Inc. d/b/a NEA Sports Club have even been convicted of a felony;
- B. None of the officers nor members of the Board of Directors of Cobblestone Vintage Good Guild, Inc. d/b/a NEA Sports Club have had a permit, license or registration issued to them under any alcoholic beverage control law or regulation of the State of Arkansas or any other state in the United States of America revoked within five (5) years preceding the date of application.
- C. All of the officers and members of the Board of Directors of Cobblestone Vintage Good Guild, Inc. d/b/a NEA Sports Club are of good moral character.
- D. None of the officers nor members of the Board of Directors of Cobblestone Vintage Good Guild, Inc. d/b/a NEA Sports Club have been convicted of violating any laws of the State of Arkansas or any other any other state in the United States of America governing the sale, possession, manufacture or transportation of alcoholic beverages within five (5) years preceding the date of application.
- E. All of the officers and directors of the Board of Directors of Cobblestone Vintage Good Guild, Inc. d/b/a NEA Sports Club possess all of the qualifications required by the laws of the State of Arkansas or by the ABC regulations for an individual permit.

Dated this 8th day of April, 2015.


Bill Stanley


Bobby McDaniel


Craig Harrison

STATEMENT OF CHARITABLE PURPOSE

The purpose of Cobblestone Vintage Good Guild, Inc. d/b/a NEA Sports Club, a non-profit corporation organized under the laws of the State of Arkansas, is to provide benefits to the Red Wolf Foundation of Arkansas State University with the goal of improving the athletic department and opportunities available related to athletics for any and all students, whether participating in them or viewing them, to enhance the experience of all students as well as all fans and supporters of Arkansas State University and to support any and all goals and missions of the Red Wolf Foundation, a 501(c)(3) entity.

STATEMENT OF AREAS OF ALCOHOLIC BEVERAGE SERVICE

Alcoholic Beverages will be served in certain areas of the following buildings and real property owned by Arkansas State University which are leased by Cobblestone Vintage Good Guild, Inc. d/b/a NEA Sports Club (collectively, the "Premises"):

Centennial Bank Stadium, 2720 A Street, Jonesboro, AR 72401 – in All of the Press Box, the Red Loge area and the End Zone Suites at all Arkansas State University- Jonesboro ("ASUJ") football games and any pre or post season ASUJ football events or football events of other colleges, unless prohibited by the NCAA or other controlling authority;

Convocation Center, 217 Olympic Drive, Jonesboro, AR 72401 – in the Convocation Center for all concerts or other events as agreed by the parties, excluding all ASUJ basketball games;

Cooper Alumni Center, 2600 Alumni Blvd., Jonesboro, AR 72401 – in the Cooper Alumni Center for all events as agreed by the parties;

Fowler Center, 201 Olympic Drive, Jonesboro, AR 72401 – in the Fowler Center for all events as agreed by the parties;

Pavilion, 2605 A Street, Jonesboro, AR 72401 – in the Pavilion for all events as agreed by the parties; and

Tomlinson Stadium, 208 Olympic Drive, Jonesboro, AR 72401 – in Tomlinson Stadium only in the Barton's Deck at all baseball games of Arkansas State University- Jonesboro ("ASUJ") and any pre or post season ASUJ baseball events or baseball events of other colleges, unless prohibited by the NCAA or other controlling authority.

**FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN COBBLESTONE VINTAGE GOOD GUILD d/b/a
NEA SPORTS CLUB, an ARKANSAS NON-PROFIT CORPORATION,
and ARKANSAS STATE UNIVERSITY-JONESBORO**

The Lease Agreement between Cobblestone Vintage Good Guild, Inc. d/b/a NEA Sports Club, an Arkansas non-profit corporation, and Arkansas State University-Jonesboro is amended as follows:

- The term "Arkansas State University-Jonesboro" is stricken and replaced with the term "Arkansas State University."
- The term "Convocation Center" is stricken and replaced with the term "First National Bank Arena."
- Paragraph 2 is amended to reflect a new lease termination date of December 31, 2031.
- The attached "Exhibit B to Lease Designated Events" is amended to include the loge boxes and east and west concourse locations located in Centennial Bank Stadium.
- The attached "Exhibit B to Lease Designated Events" is amended to strike the phrase "excluding all ASUJ basketball games" from First National Bank Arena.
- The attached "Exhibit B to Lease Designated Events" is amended to include the right field area next to the fence in Tomlinson Stadium.
- The attached "Statement of Areas of Alcoholic Beverage Service" is amended to include the loge boxes and east and west concourse locations located in Centennial Bank Stadium.
- The attached "Statement of Areas of Alcoholic Beverage Service" is amended to strike the phrase "excluding all ASUJ basketball games" from First National Bank Arena.
- The attached "Statement of Areas of Alcoholic Beverage Service" is amended to include the right field area next to the fence in Tomlinson Stadium.

WHEREAS, the remainder of the Lease Agreement executed on May 7, 2015 shall remain unchanged and shall continue in full force and effect.

It is so agreed this 17th day of December, 2021.

ARKANSAS STATE UNIVERSITY

By: 

Name: Len Frey

Title: Executive Vice-Chancellor for Finance and Administration

Cobblestone Vintage Good Guild, Inc. d/b/a NEA Sports Club, an Arkansas non-profit corporation

By: 

Name: William J. Stanley

Title: President

LEASE AGREEMENT

Lease Agreement ("Lease") by and between Aggie Road Center, Inc., d/b/a Aggie Road Sports Club, an Arkansas nonprofit corporation (hereinafter called "Aggie Road") and Arkansas State University (hereinafter called "ASU").

WITNESSETH;

WHEREAS, Aggie Road possesses a liquor permit with its principal location at 2800 Alumni Blvd., Suite A, Jonesboro, Arkansas 72401; and

WHEREAS, Aggie Road is desirous of leasing certain portions of the ASU campus for use by Aggie Road where Aggie Road shall dispense liquor at certain times to its members and guests; and

WHEREAS, ASU is desirous of entering into such Lease upon the terms and conditions set forth herein; and

WHEREAS, Aggie Road is desirous of lease of such space upon the terms and conditions set forth herein.

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

1. **LEASED PREMISES.** ASU hereby lets, leases and demises unto Aggie Road subject to the terms and conditions hereinafter set forth, the following described real property situated in Craighead County, Arkansas, to wit:

See attached Exhibit A for the property description.

To have and to hold the Premises unto the said Aggie Road for and during the Term and any Additional Term(s) hereof upon the terms and conditions set forth herein.

2. **TERM.** Aggie Road shall lease the Premises for a period of (10) years beginning on the ____ day of _____, 2023 and ending at midnight the 31st day of _____, 2033, for designated events only as set forth in paragraph 4 below (the "Term").

3. **RENT.** Aggie Road shall pay to the ASU as annual rental for the Premises the sum of Ten and 00/100 Dollars (\$10.00) for the Term. Such payments shall be due on the 5th day of August of each year throughout the Term.

4. **USE OF THE PREMISES.** Aggie Road agrees that the Premises shall be used for the purpose of a private club for Designated Events only in the locations shown on Exhibit A. Designated Events shall be those events set forth on the attached Exhibit B for any and all locations set forth on Exhibit A. ASU shall have the full, complete and exclusive use of all locations shown on Exhibit A, except for a reasonable period of time before, during and after each Designated Event. Aggie Road hereby covenants that the Premises, including all buildings and improvements thereon, shall during the Term of this Lease be used only and exclusively for lawful purposes, and no part of the Premises or improvements thereon shall be used in any manner whatsoever for any purpose in violation of the laws of the United States, the State of Arkansas, or the ordinances or laws of the City of Jonesboro.

5. **ALTERATIONS.** Aggie Road agrees that it shall not make any changes, alterations, modifications, or additions of a structural nature in or about the Premises without receiving prior written approval from ASU, except for minor non-structural alterations or additions not of a permanent nature. If Aggie Road desires to make any structural alterations or additions, then Aggie Road shall give written notice thereof to ASU and ASU shall approve or give notice of the lack of approval within thirty (30) days following notice thereof. If ASU fails to give any notice within such thirty (30) day period, then such alterations shall be deemed denied.

6. **MAINTENANCE AND REPAIRS.** ASU shall, at its sole cost and expense, maintain the interior of the Premises in good order, condition, and repair. Further, ASU shall at its own cost and expense maintain the electrical, heating, air conditioning, water and plumbing systems of the Premises. Unless set forth in writing to the contrary and signed by the parties, Aggie Road shall not have any obligation of any kind whatsoever in connection with the maintenance or repair of the Premises except for items damaged by Aggie Road, its employees, members or guests. In addition, ASU shall be responsible for and shall maintain the exterior walls and roof of the Premises in good repair throughout the term of this Lease.

7. **INSURANCE.**

(a) **Property Damage.** During the Term of this Lease, ASU shall maintain and keep in full force and effect, at its sole cost and expense, a standard comprehensive policy of property damage insurance with respect to the Premises for ASU's property. Further, Aggie Road shall be responsible for providing the liquor liability insurance for such private club. ASU shall maintain insurance protecting the real property and all appurtenances attached thereto.

(b) **Liability.** During the Term of this Lease, Aggie Road shall maintain and keep in full force and effect, at its sole cost and expense, a general policy of comprehensive public liability insurance insuring ASU and Aggie Road against any liability arising out of the ownership, use, occupancy, or maintenance of the Premises and all areas appurtenant thereto. Such liability insurance shall have the following minimum coverage, to wit: Five Million and 00/100 Dollars (\$5,000,000.00) per occurrence.

(c) **Certificate of Insurance.** Aggie Road shall furnish to ASU upon request:
(i) a certificate of insurance showing such insurance to be in full force and effect; and
(ii) proof that the premiums necessary to keep said insurance in full force and effect have been timely paid.

(d) **Miscellaneous.** Insurance required hereunder shall be with such companies and in such form as is reasonably satisfactory to the ASU. No such policy shall be cancelable or subject to reduction of coverage or other modification except after ten (10) days prior written notice to the ASU. Aggie Road shall, within ten (10) days prior to the expiration of such policies, furnish ASU with renewals or binders for renewal coverage.

8. **TAXES.** Aggie Road shall pay all taxes on the property of Aggie Road located on the Premises as well as all taxes, licenses and other similar charges upon the business of Aggie Road. As an agency of the State of Arkansas, ASU is normally exempt from any and all ad valorem taxes and assessments. In the event that any taxes are deemed or determined by a proper governmental authority (not based upon the business of Aggie Road) to be due, then ASU shall pay such taxes and assessments. However, any taxes caused by, created by or due from Aggie Road shall be paid by Aggie Road.

9. **DAMAGE OR DESTRUCTION OF THE PROPERTY.**

(a) **Total or Partial Destruction.** In the event the improvements upon the Premises are damaged by vandalism, fire, storm, wind, or other casualty so as to render the Premises uninhabitable, and such damage cannot reasonably be expected to be substantially repaired within one hundred fifty (150) days, Aggie Road shall have the option for a period of fifteen (15) days following the date of such damage to terminate this Lease by written notice to ASU. In the event such damage does not render the Premises uninhabitable or it is reasonably expected that the Premises will be substantially repaired within one hundred fifty (150) days, Aggie Road shall not have the right to terminate this Lease. In the event this Lease is not terminated by Aggie Road, ASU shall, as soon as practical, institute action to repair and rebuild the damaged portion of the Premises. In no event shall ASU be obligated to expend more than the insurance proceeds received by ASU by reason of such damage.

(b) **Abatement of Rent During Reconstruction.** If the Premises are destroyed or damaged and action is undertaken by ASU to repair or restore the Premises, the rent payable for the period when such damage, repair, or restoration continues shall be abated in proportion to the degree to which Aggie Road Sports' use of the Premises is impaired (except as provided by the loss of rents coverage). The aggregate amount of abatement hereunder shall not exceed the full monthly rental provided hereunder. Except for abatement of rent, if any, Aggie Road shall have no claim against ASU for any liability, cost, obligation, or expense caused by reason of such damage, destruction, repair or restoration.

10. **ASSIGNMENT OR SUBLETTING.** Aggie Road shall neither assign nor sublet the Premises nor any part thereof without the written consent of ASU. In no event shall the subletting or assignment of this Lease relieve Aggie Road of any of the covenants, agreement and obligations imposed upon Aggie Road in this Lease. However, ASU hereby allows Aggie Road to engage a contractor to provide food services as necessary under Arkansas law or any Arkansas Beverage Control Commission Rule or Regulation.

11. **EVENTS OF DEFAULT.** Any one or more of the following events shall be deemed an event of default by Aggie Road under this Lease:

(a) failure by Aggie Road to timely pay any installment of rent and late fees, if applicable, provided herein as and when due and payable or within thirty (30) days thereof;

(b) failure by Aggie Road to comply with any term, provision, or covenant of this Lease, other than the payment of rent, for a period of thirty (30) days after written notice thereof has been given by ASU;

(c) the breach of any representation or warranty of Aggie Road contained herein;

(d) Aggie Road deserting or vacating all or any substantial portion of the Premises for a period of ten (10) days or more during a period when Aggie Road is intended to be in possession of such Premises;

(e) Aggie Road: (i) suspending or discontinuing its business; (ii) making an assignment for the benefit of creditors; (iii) generally not paying its debts as they become due; (iv) becoming insolvent; (vii) filing any petition or answer seeking for itself any reorganization, arrangements, composition, readjustment of its debts or for liquidation, dissolution or other similar relief; (viii) petitioning or applying to any court for any receiver, custodian, or trustee for all or substantially all of its property or assets or by the subject of any such proceeding filed against it; (ix) filing an answer admitting or not contesting the material allegations or any such petition filed against it or any order, judgment or decree approving such petition in any such proceeding; (x) seeking, approving, consenting to, or acquiescing in any such proceeding for the appointment of any such trustee, receiver, custodian, liquidator or agent for it or any substantial part of its property or if an order is entered appointing any such trustee, receiver, custodian, liquidator or agent; or (xi) taking any formal action for the purpose of effectuating any of the foregoing;

(f) an order for relief being entered under the United States bankruptcy laws, or if any other decree or order is entered by a court having jurisdiction: (i) adjudging Aggie Road as bankrupt or insolvent; (ii) approving as properly filed a petition seeking reorganization, liquidation, arrangements, adjustment or composition

of Aggie Road or its property under the United States bankruptcy laws or any other applicable federal or state law; (iii) appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) for Aggie Road or for any substantial part of Aggie Road's property; or (iv) ordering the winding up or liquidation of Aggie Road's affairs; or

(g) any judgment or decree against Aggie Road which is not paid, not stayed on appeal, not discharged, not bonded, or not dismissed for a period of thirty (30) days or more.

12. **REMEDIES.** Upon the occurrence of any event of default as provided herein, ASU shall have the option to pursue any one or more of the following remedies without notice or demand, and without prejudice to any rights or remedies otherwise available at law or in equity:

(a) to re-enter and repossess the Premises and expel and remove Aggie Road and any other person who may be occupying the Premises without being liable for trespass or any damages thereof;

(b) to terminate this Lease by giving written notice thereof to Aggie Road, as of a date to be specified in such notice which shall be at least thirty (30) days after the date on which such notice is given, in which event this Lease and the Term, but not continued liability hereunder, as hereinafter provided, shall expire and terminate upon the date specified in such notice as aforesaid, as fully and as completely as if the date specified in such notice was the date definitely fixed in this Lease for expiration, and Aggie Road shall quit and surrender the Premises to ASU on or before the said date, without cost or charge to ASU;

(c) to cure such event of default in any other manner (after giving Aggie Road written notice of ASU's intention to do so except in the case of emergency), in which event Aggie Road shall reimburse ASU for all expenses incurred by ASU in doing so, including attorney's fees, plus interest on all such expenses at the lesser of the default rate or the highest rate then permitted on account thereof by applicable law, which expenses and interest shall be additional rent and shall be payable by Aggie Road immediately upon demand thereof by ASU; and/or

(d) to exercise any other right or remedy available at law or in equity or otherwise.

13. **ASU'S INSPECTION.** ASU shall have the right, at all reasonable times and hours, to enter upon the Premises for the purpose of making inspections. However, this right shall not be exercised in a manner which unreasonably interferes with the normal conduct of Aggie Road's business on the Premises.

14. **CONDITION OF THE PREMISES.** Aggie Road hereby accepts the Premises and any equipment therein and will keep and maintain said Premises, fixtures and equipment during the Term hereof in good working condition. At the expiration of the Term, Aggie Road shall return the Premises, equipment and fixtures without damage caused by Aggie Road, its employees, members or guests, ordinary wear and tear excepted.

15. **SIGNS.** Aggie Road shall not hang or place any sign, attachment or display of any kind to or upon the building and Premises or hang therefrom any such sign, attachment or display without ASU's prior approval. However, ASU shall not unreasonably withhold approval of any sign which is consistent with the architecture of the Premises or is required by Arkansas Alcoholic Beverage Control Regulations.

16. **WASTE.** Aggie Road shall operate its aforementioned business so as not to endanger, damage or cause or allow waste to the Premises and Aggie Road shall not damage, destroy, or permit the same on or in the Premises except for ordinary wear and tear.

17. **EXCEPTIONS.** ASU may determine that it is not in the best interest of ASU for a portion(s) of the private club designated in Exhibits A or B to conduct operations at or during certain events. If ASU makes such determination, ASU shall give Aggie Road notice in writing no later than ten (10) days prior to such event that a portion(s) of the private club shall not conduct operations in a building which is part of the large event facility private club. Aggie Road shall be bound by such determination provided proper notice has been given by ASU.

18. **MISCELLANEOUS.** Aggie Road shall not conduct any kind of business that will be obnoxious or offensive to ASU or property owners and businesses in and around the Premises. Aggie Road will not carry on or conduct any business in violation of any city ordinance, or the laws of the State of Arkansas, or of the United States of America, and will pay taxes, licenses and penalties necessary to be paid, connected with or incident to Aggie Road's business.

19. **ENTIRE AGREEMENT.** This writing constitutes the entire agreement of the parties and all other writings, statements, agreements or representations whether oral or written are superseded and replaced hereby. No alteration, change or modification of this agreement shall be made except in writing signed by all parties.

20. **GENERAL CONDITIONS**

(a) Athletic events at which alcoholic beverages will be sold will be done so pursuant to all applicable laws and all applicable rules, regulations, policies, and guidelines. In addition, for NCAA athletic events, ASU shall follow all rules, regulations, policies and guidelines of the NCAA and the Sun Belt Conference.

(b) Titles and paragraph headings are for convenient reference and are not a part of this Agreement.

(c) In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall rule.

(d) Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Arkansas, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

(e) Because ASU is an agency of the State of Arkansas, any claims that may asserted against ASU must be brought in the Arkansas State Claims Commission.

(f) This Agreement shall be construed and enforced according to the laws of the State of Arkansas.

(g) Both parties shall comply with all applicable laws, ordinances and codes of Federal, State and Local governments.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have individually and through their proper officials executed this Agreement the day and year first written.

Arkansas State University

Date: _____

By: _____

Len Frey
Executive Vice Chancellor of Finance and
Administration

Date: _____

Aggie Road Center, Inc., d/b/a Aggie Road Sports Club
2800 Alumni Blvd., Suite A
Jonesboro, AR 72401

By: _____

William Stanley
President
Aggie Road Center, Inc.

EXHIBIT A TO LEASE

The building and real property which is being leased is as set forth below:

Tomlinson Stadium, 208 Olympic Drive, Jonesboro, AR 72401

**EXHIBIT B TO LEASE
DESIGNATED EVENTS**

Alcoholic Beverages will be served in certain areas of the building and real property being leased as set forth below:

Tomlinson Stadium, 208 Olympic Drive, Jonesboro, AR 72401 – in Tomlinson Stadium for all events as agreed by the parties.

**Aggie Road Center, Inc., d/b/a Aggie Roads Sports Club
Board of Directors and Officers**

BOARD OF DIRECTORS:

Director	William Stanley	1110 Robin Rd., Jonesboro, AR 72401
Director	Craig Harrison	5120 Kesington Dr., Benton, AR 72019
Director	Jared Woodard	2511 Sea Island Dr., Jonesboro, AR 72404

OFFICERS:

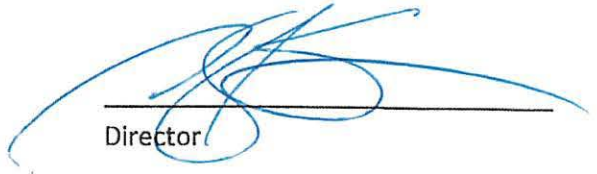
President	William Stanley	1110 Robin Rd., Jonesboro, AR 72401
Treasurer	Craig Harrison	5120 Kesington Dr., Benton, AR 72019
Secretary	Jared Woodard	2511 Sea Island Dr., Jonesboro, AR 72404

STATEMENT

By our signatures below, we hereby certify the following:

- A. None of the officers nor members of the Board of Directors of Aggie Road Center, Inc., d/b/a Aggie Road Sports Club have even been convicted of a felony;
- B. None of the officers nor members of the Board of Directors of Aggie Road Center, Inc., d/b/a Aggie Road Sports Club have had a permit, license or registration issued to them under any alcoholic beverage control law or regulation of the State of Arkansas or any other state in the United States of America revoked within five (5) years preceding the date of application.
- C. All of the officers and members of the Board of Directors of Aggie Road Center, Inc., d/b/a Aggie Road Sports Club are of good moral character.
- D. None of the officers nor members of the Board of Directors of Aggie Road Center, Inc., d/b/a Aggie Road Sports Club have been convicted of violating any laws of the State of Arkansas or any other any other state in the United States of America governing the sale, possession, manufacture or transportation of alcoholic beverages within five (5) years preceding the date of application.
- E. All of the officers and directors of the Board of Directors of Aggie Road Center, Inc., d/b/a Aggie Road Sports Club possess all of the qualifications required by the laws of the State of Arkansas or by the ABC regulations for an individual permit.

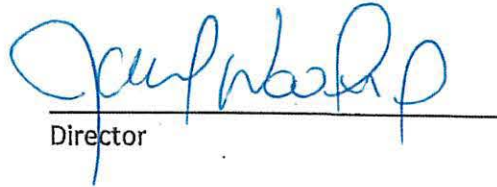
Dated this ____ day of _____, 2023.



Director

Robert Craig Harrison

Director



Director

STATEMENT OF CHARITABLE PURPOSE

The purpose of Aggie Road Center, Inc., d/b/a Aggie Road Sports Club, a non-profit corporation organized under the laws of the State of Arkansas, is to provide benefits to the Red Wolf Foundation of Arkansas State University with the goal of improving the athletic department and opportunities available related to athletics for any and all students, whether participating in them or viewing them, to enhance the experience of all students as well as all fans and supporters of Arkansas State University and to support any and all goals and missions of the Red Wolf Foundation, a 501(c)(3) entity.

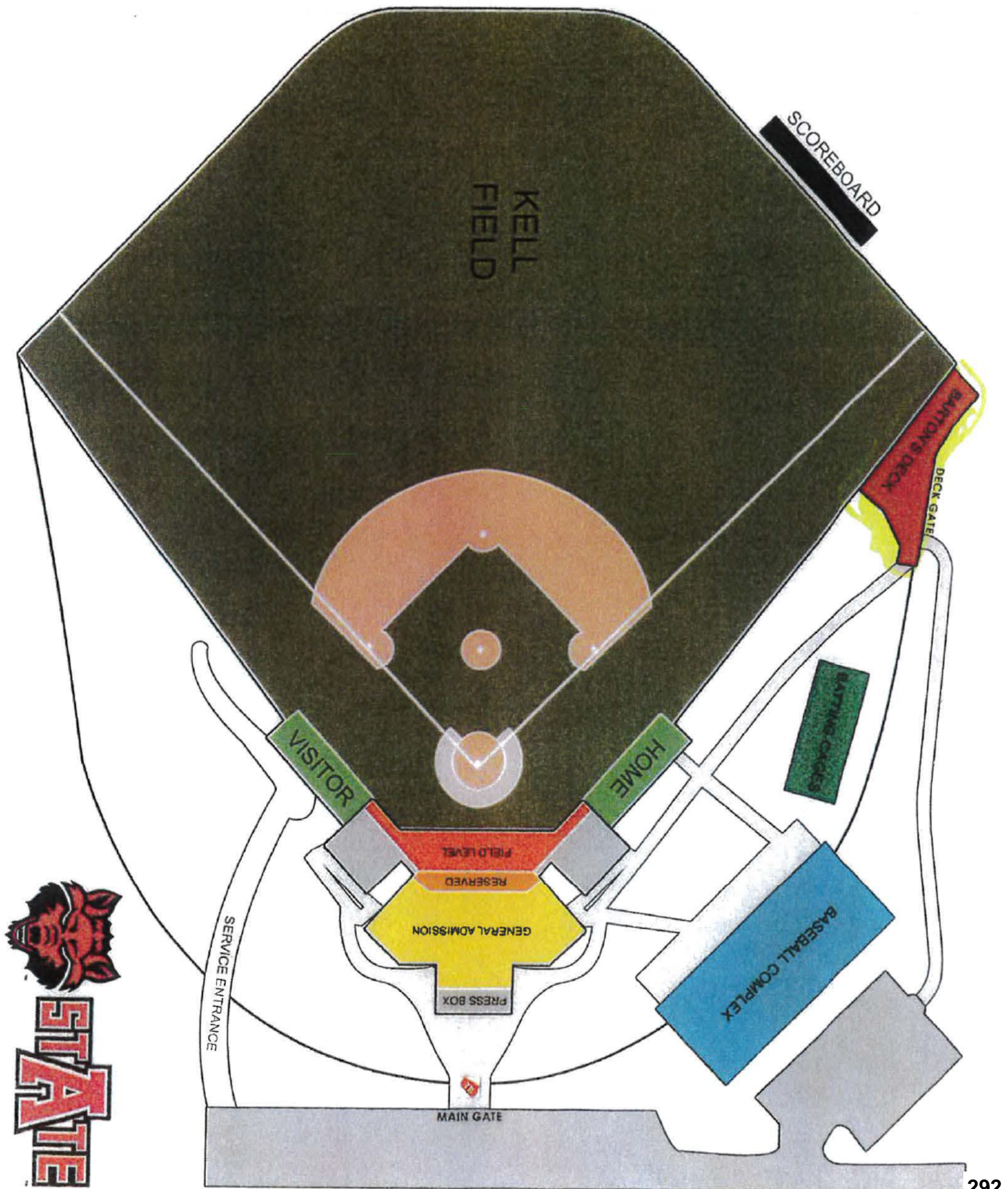
STATEMENT OF AREAS OF ALCOHOLIC BEVERAGE SERVICE

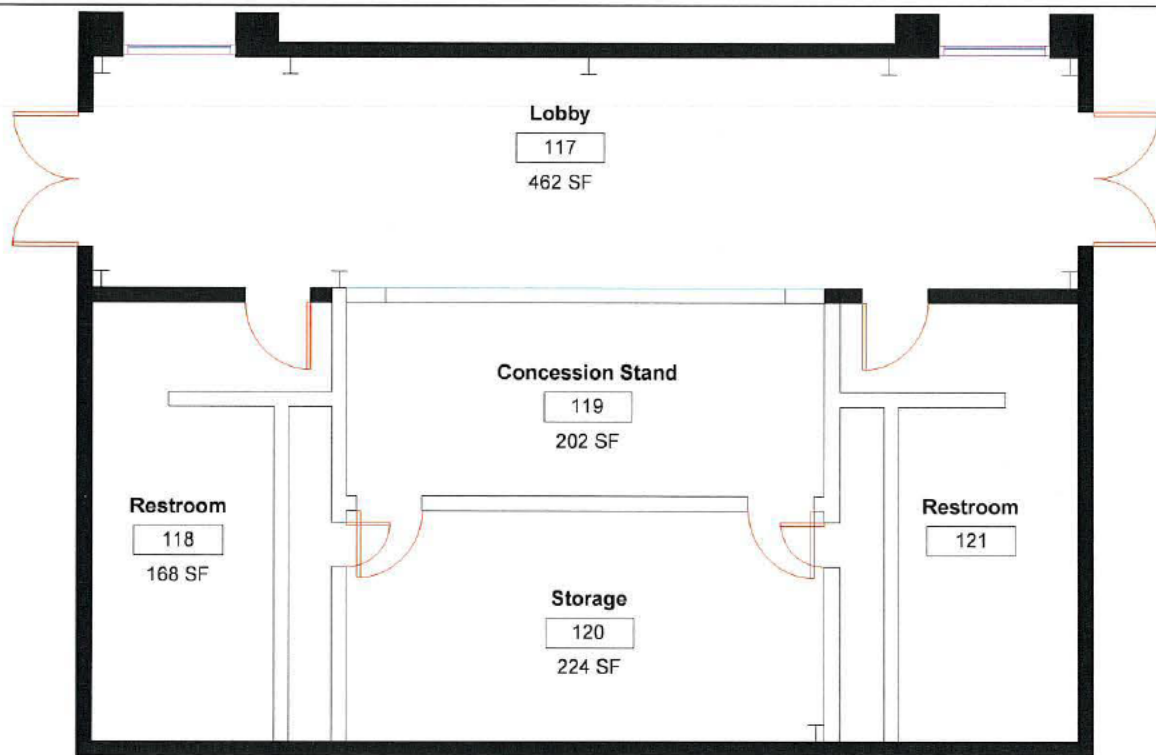
Alcoholic Beverages will be served in certain areas of the following buildings and real property owned by Arkansas State University which are leased by Aggie Road Center, Inc., d/b/a Aggie Road Sports Club:

Tomlinson Stadium, 208 Olympic Drive, Jonesboro, AR 72401, in Tomlinson Stadium for all events as agreed by the parties.

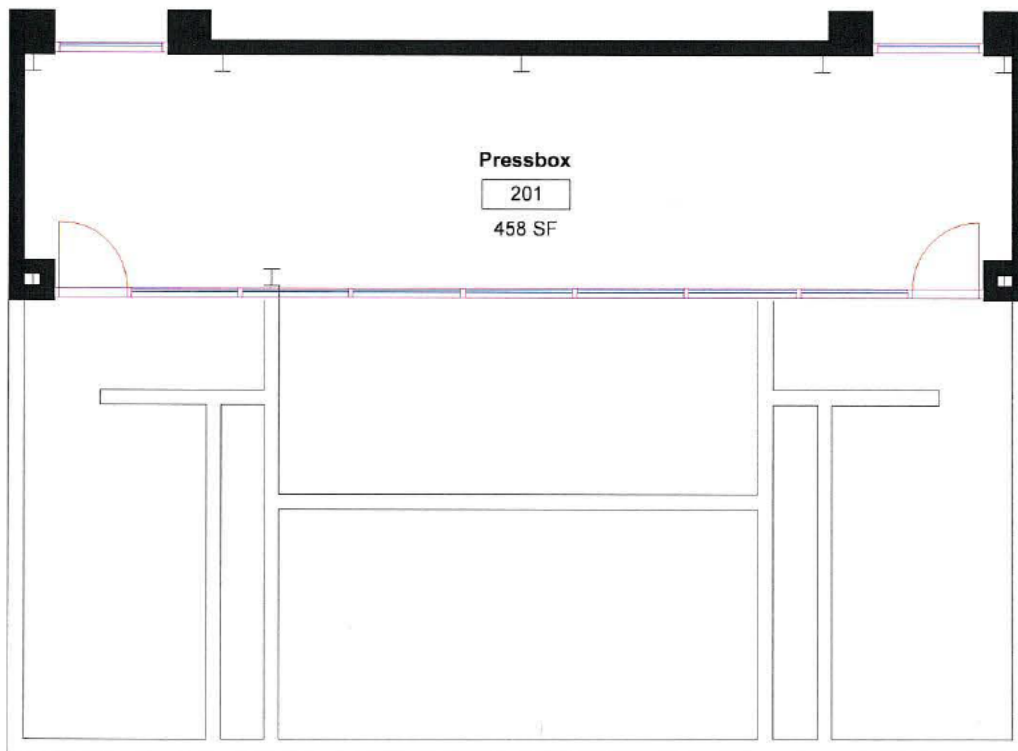


TOMLINSON STADIUM





LEVEL 1



LEVEL 2

1 OF 1

DRAWING NO:



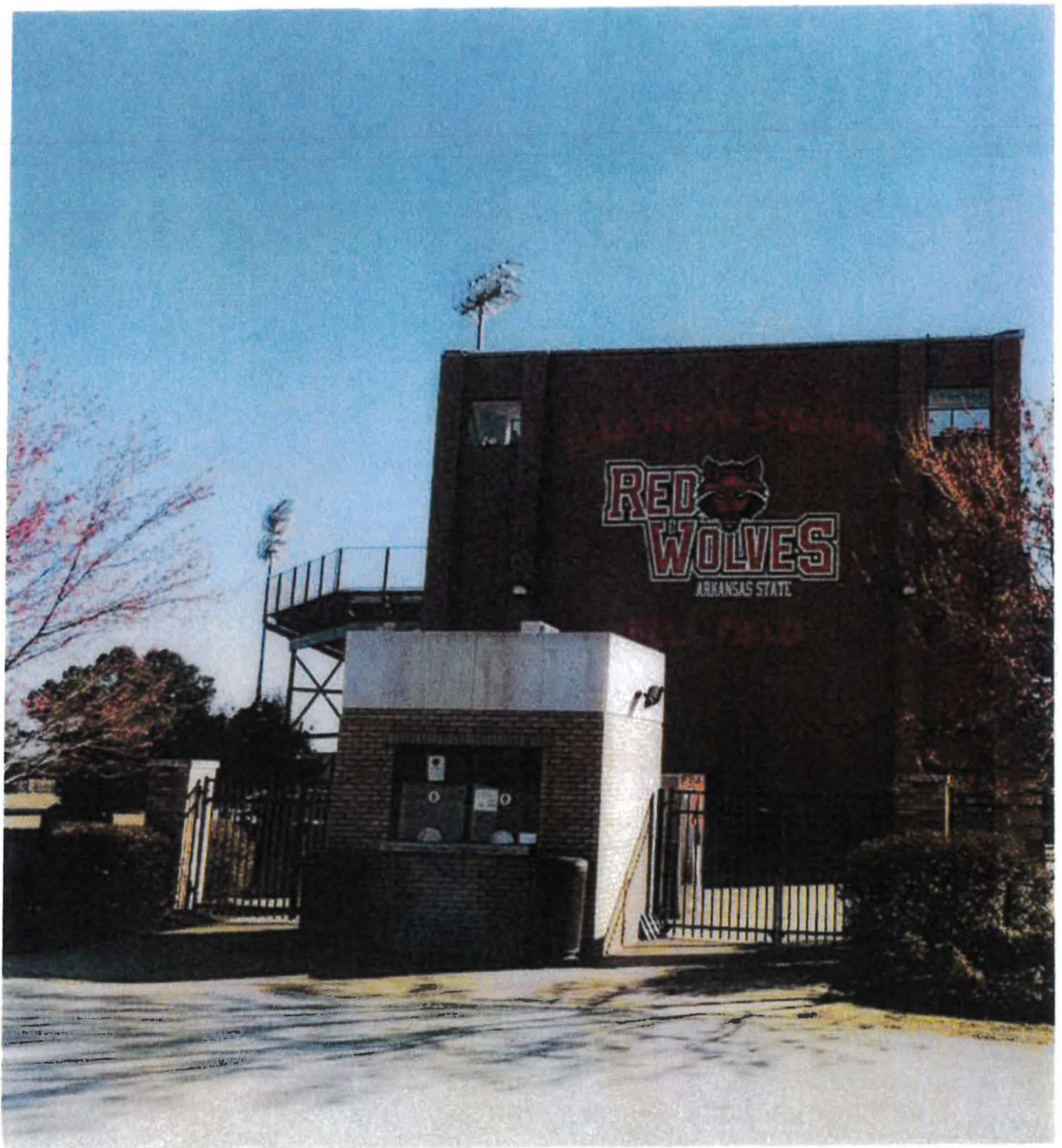
BASEBALL

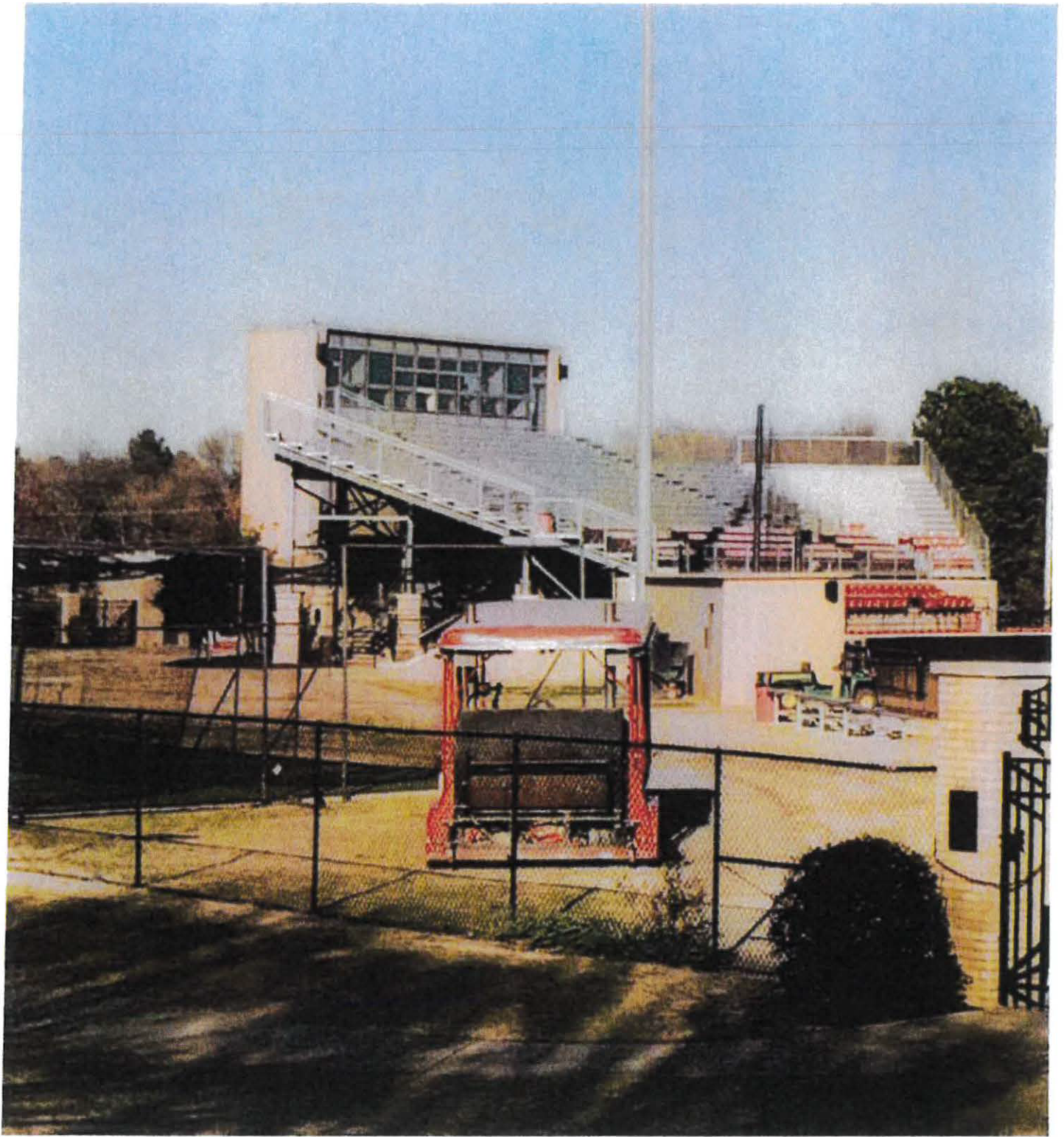
CONCESSIONS AND PRESS BOX

DWN	DATE
WMH	05/22/15
REV.	DATE



SCALE: 1/8" = 1'







MEMBERS IN GOOD STANDING
Aggie Road Center d/b/a AGGIE ROAD SPORTS CLUB
AND Elm Street Center d/b/a/ ELM STREET SPORTS CLUB

Carol	Alexander	48 W Reserve Blvd Dr	Jonesboro	AR	72405
Susan	Altrui	718 Wildcreek Circle	Little Rock	AR	72223
Kelly	Baggett	3976 Hwy 49B	Brookland	AR	72417
Alicia	Balcola	2317 Sea Island Dr	Jonesboro	AR	72404
Gary	Barrett	780 Mound View Dr	England	AR	72046
Beverly	Bartels	906 Valhalla	Jonesboro	AR	72401
Julie	Bates	314 S University Ave	Little Rock	AR	72205
Jan	Beard	1004 Fairway Circle	Jonesboro	AR	72401
Deanne	Beshears	4906 S 27th St	Paragould	AR	72450
Randy	Binder	1733 North St	Fremont	OH	43420
Tracie	Blake	503 Hawthorne	Benton	AR	72015
Wayne	Bond	3710 Pebble Beach Dr	Jonesboro	AR	72404
Allison	Branum	327 E Nettleton	Jonesboro	AR	72401
Kent	Bridger	3904 Marchbanks Circle	Jonesboro	AR	72405
Stewart	Bridger	2901 S 26th Place	Rogers	AR	72758
Bruce	Broadaway	2206 Autumn	Jonesboro	AR	72404
Shane	Broadway	201 Morningside Dr	Bryant	AR	72022
Arleen	Brown	1707 S 28 1/2 St	Paragould	AR	72450
Bill	Brown	141 Angus Dr	Prairie Grove	AR	72753
Jim	Brown	1410 Franklin	Jonesboro	AR	72401
Addyson	Bryan	5202 Reserve Dr	Jonesboro	AR	72405
Russell	Carter	803 Fairway Dr	Jonesboro	AR	72401
Chad	Casey	4805 Glenneagles	Jonesboro	AR	72405
John	Childers	34 Laval Circle	Little Rock	AR	72223
Kathy	Clark	1601 S Church St Apt A	Jonesboro	AR	72401
Travis	Cogsell	4049 Hwy 351	Jonesboro	AR	72405
Roger	Colbert	335 West Court St	Paragould	AR	72450
Jordan	Coomes	922 E Craighead Forest Rd Apt 20A	Jonesboro	AR	72404
Pat	Cooper	1008 Villa Dr	Jonesboro	AR	72405
Chandler	Copeland	2408 Sea Island Dr	Jonesboro	AR	72404
Landen	Crancer	2108 Old Forge Dr	Little Rock	AR	72227
Chase	Crook	4508 Lochmoor Cir	Jonesboro	AR	72405
Brandon	Cunningham	3293 Abigail Court	Jonesboro	AR	72404
Don	Cunningham	900 N Pope Rd	Louisville	KY	40299
Jenny	Cunningham	1012 October Way	Morgantown	WV	26508
Josh	Daume	4133 Cypress Knoll Rd	Jonesboro	AR	72405
Anthony	Diorio	304 E Stroud St	Jonesboro	AR	72401
David	Duke	9 Clervaux Dr	Little Rock	AR	72223
Clinton	Edwards	3837 Plantation Estate Dr	Jonesboro	AR	72404
Miranda	Ellington	904 Win Brook Circle	Jonesboro	AR	72404
Mark	Elmore	124 Diamond Pointe Dr	Maumelle	AR	72113
Zach	Fahlberg	1424 Virginia Dr	Jonesboro	AR	72404
Mark	Ferguson	902 Karla Cir	Sherwood	AR	72120
Matt	Floyd	4609 Lochmoor Cir	Jonesboro	AR	72405

Amy	Foster	4809 Peach Tree Ave	Jonesboro	AR	72405
Zach	Gairhan	610 W College	Jonesboro	AR	72401
Sara	Gardner	8218 Matthews Rd	Roland	AR	72135
Miya	Garrett	1004 Chancery Ln	Jonesboro	AR	72405
Brian	Gerwig	717 Sadie Lane	Jonesboro	AR	72404
Meg	Gifford	4625 Lochmoor Cir	Jonesboro	AR	72405
Bryce	Goad	236 S Main	Jonesboro	AR	72401
Nicole	Goodrich	4600 Lochmoor	Jonesboro	AR	72405
Dione	Goud	905 Marjorie Dr	Jonesboro	AR	72401
Valene	Griesse	108 Gulley Dr	Brookland	AR	72917
Angel	Gutierrez	1515 Aggie Rd E7	Jonesboro	AR	72401
LaNeave	Hall	233 Kerry Ln	Henderson	KY	42420
Jeff	Hankins	20 Red Cedar Cv	Little Rock	AR	72212
Chad	Harbison	2610 Skyline Cv	Jonesboro	AR	72404
John	Hardin	1010 Country Manor Cir	Jonesboro	AR	72404
Woody	Harrelson	3609 Sawgrass Dr	Jonesboro	AR	72404
Chris	Hart	5204 Lee Ave	Little Rock	AR	72205
Ed	Hill	2207 Fox Meadow	Jonesboro	AR	72404
Hunter	Hinton	811 E Lakeshore Dr	Jonesboro	AR	72401
Scott	Hinton	514 W Washington	Jonesboro	AR	72401
Billy	Holland	3907 Hilltop Dr	Jonesboro	AR	72405
Caleb	Hollinger	805 N Tyler St	Little Rock	AR	72205
Paul	Holmes	1912 Paula Dr	Jonesboro	AR	72404
Amy	Holt	5617 Hollow Creek	Jonesboro	AR	72404
Shannon	Horton	2003 Alicia Dr	Jonesboro	AR	72404
David	Hundley	2908 Woodthrush Cir	Jonesboro	AR	72401
Scott	Hunter	514 W Washington	Jonesboro	AR	72401
Jeremy	Irvin	410 S Church St STE D	Jonesboro	AR	72401
Pam	Kail	1415 Dav Terrace Cove	Jonesboro	AR	72401
Tammy	Lee	2213 Williamsburg Dr	Jonesboro	AR	72404
Justin	Lewandowski	1827 Greensboro Rd	Jonesboro	AR	72405
Chris	Lewis	3702 Bolt Blvd	Jonesboro	AR	72405
Andrew	Locke	3202 Oliver Dr	Hernando	MS	38632
Joyce	Maddox	3586 Shinnocock Ln	Green Cove Springs	FL	32043
Paige	Markle	2508 E Johnson Ave	Jonesboro	AR	72405
John	Masterson	107 Cater Dr	Jonesboro	AR	72405
Neal	McArthur	5555 Macedonia Rd Apt R66	Jonesboro	AR	72401
David	Miller	3604 Bolt Blvd	Jonesboro	AR	72405
Riley	Minard	11902 W 167th Terr	Overland Park	KS	66221
Charles	Mitchell	3807 Sawgrass Dr	Jonesboro	AR	72404
Savannah	Morris	2508 E Johnson Ave	Jonesboro	AR	72405
Mark	Morrow	383 S Culberhouse	Jonesboro	AR	72404
Jace	Murphy	5555 Macedonia Rd	Jonesboro	AR	72405
Chad	Niell	4200 Friendly Hope	Jonesboro	AR	72404
Herbert	Ogles	7091 Hwy 141N	Jonesboro	AR	72401
Mark	Ohrenberger	7216 Vista Point Ct	Sherwood	AR	72120
Billy	Parker	1007 Villa Dr	Jonesboro	AR	72405
Kaleigh	Parker	413 Wildwood Pt	Jonesboro	AR	72405

Zachary	Patterson	910 Silverleaf Cove	Bono	AR	72416
Brad	Phelps	6200 Cantrell Rd	Little Rock	AR	72207
John	Phelps	1616 Cooper Lane	Jonesboro	AR	72401
Dannye	Pierce	3001 Berkshire Cove	Jonesboro	AR	72405
Lynetta	Pilkington	1000 Neville	Jonesboro	AR	72401
Lydia	Placzek	1103 Oriole Dr	Jonesboro	AR	72405
Kaylee	Presley	5913 Chastain Cove	Jonesboro	AR	72405
Brayden	Prestidge	3012 Creekview Ct	Jonesboro	AR	72404
Stephanie	Preston	545 CR 371	Bono	AR	72416
Jeff	Purinton	3870 Preston Oakes Dr	Jonesboro	AR	72404
Mike	Purinton	121 Peniel Church Rd	Palatka	FL	32177
Lance	Ramthun	603 W Washington Ave	Jonesboro	AR	72401
Tim	Ray	245 CR 759	Jonesboro	AR	72401
Teresa	Roche	795 Andrea Dr	Jonesboro	AR	72401
Richard	Roper	3916 Charleston	Jonesboro	AR	72404
Alicia	Roth	4701 Antosh Cir Apt 2	Jonesboro	AR	72404
Brandon	Rouse	623 E. Matthews Ave.	Jonesboro	AR	72401
JoAnn	Schneider	1011 Fairway Cir	Jonesboro	AR	72401
Jerry	Scott	1409 B South Madison	Jonesboro	AR	72401
Leigh	Scott	2600 Locust Hill Pl	Louisville	KY	40245
Ted	Seel	2204 Shoshoni St.	Jonesboro	AR	72401
Ellie	Shaw	102 A Scott Drive	Dwight	IL	60420
Todd	Shields	1503 E Nettleton	Jonesboro	AR	72401
Marissa	Sifford	4812 Chesapeake Cv	Jonesboro	AR	72404
Brian	Simpson	1024 Kavanaugh	Little Rock	AR	72205
Thilla	Sivakumaren	2607 Rankin Dr	Jonesboro	AR	72404
Carmen	Smith	3814 Pebble Beach	Jonesboro	AR	72404
Tiaan	Steenkamp	217 East St Loft 43	Jonesboro	AR	72401
Madison	Stein	4113 Lone Cypress Cove	Jonesboro	AR	72467
Taylor	Stockemer	1200 Brookwood Dr, Apt 165	Little Rock	AR	72202
Mark	Stripling	1001 Wilkins Ave	Jonesboro	AR	72401
Angie	Tate	814 CR 333	Jonesboro	AR	72401
Brandie	Taylor	223 Hickory St	Jonesboro	AR	72401
Jillian	Turner	2616 E Johnson Ave	Jonesboro	AR	72401
Alan	Tweddell	2014 Richard Cove	Jonesboro	AR	72404
Joe	Verser	4006 Friendly Hope Rd	Jonesboro	AR	72404
Hope	Waters	3012 N Church St	Jonesboro	AR	72401
Ramona	Welch	22 Meadow View Dr	Little Rock	AR	72223
Jon	Wilbanks	2205 Wineland St	Jonesboro	AR	72404
Jason	Willett	1804 Starling	Jonesboro	AR	72401
Matt	Willey	3728 Pebble Beach	Jonesboro	AR	72404
Rocky	Wilson	908 Fairway Dr	Jonesboro	AR	72401
Mike	Wonderly	122 Flossie St	Trumann	AR	72472
Morgan	Wood	203 N San Francisco	Caraway	AR	72419
Julie	Wyatt	4205 Patti Anne	Jonesboro	AR	72405
Chad	Yancey	6217 S Caraway Rd	Jonesboro	AR	72404



Search Incorporations, Cooperatives, Banks and Insurance Companies

This is only a preliminary search and no guarantee that a name is available for initial filing until a confirmation has been received from the Secretary of State after filing has been processed. Please review our [NAME AVAILABILITY GUIDELINES HERE](#) prior to searching for a new entity name.

[Printer Friendly Version](#)

LLC Member information is now confidential per Act 865 of 2007

Use your browser's back button to return to the Search Results

[Begin New Search](#)

For service of process contact the [Secretary of State's office](#).

Corporation Name	AGGIE ROAD CENTER
Fictitious Names	AGGIE ROAD SPORTS CLUB
Filing #	800177276
Filing Type	Nonprofit Corporation
Filed under Act	Dom Nonprofit Corp; 1147 of 1993
Status	Good Standing
Principal Address	2800 ALUMNI BLVD JONESBORO, AR 72401
Reg. Agent	WILLIAM STANLEY
Agent Address	1110 ROBIN RD JONESBORO, AR 72401
Date Filed	05/04/2010
Officers	HOWARD L. SLINKARD , Incorporator/Organizer MICHAEL NIEDERBAUMER , Incorporator/Organizer CRAIG HARRISON , Director WILLIAM STANLEY , Director BOBBY MCDANIEL , Director
Foreign Name	N/A
Foreign Address	
State of Origin	AR

[Purchase a Certificate of Good
Standing for this Entity](#)

[Submit a Nonprofit Annual Report](#)

[Change this Corporation's Address](#)

OFFICIAL RECEIPT

Receipt Date 02/09/2023 11:22 AM

Receipt # 00229790

Receipt Print Date 02/09/2023

Batch # 00009.02.2023

CITY OF JONESBORO
300 S. Church St. Ste 106
PO Box 1845
JONESBORO, AR 72403-1845
870-932-3042

For Permit Inspections call 870-933-4602

Account/License/Permit/Category:

CR 250.00

Detail:

01-134-0517-00

Alcohol Application Fee 250.00

Total 250.00

Payment Information:

Check 1315 250.00

Change 0.00

NEA Sports Club Aggie Road Center
Customer #: 000000

217 Olympic Drive
Jonesboro, AR 72401-

Cashier: ALCooksey
Station: ALCOOKSEY

OFFICIAL RECEIPT

Receipt Date 03/15/2023 02:30 PM
Receipt Print Date 03/15/2023

Receipt # 00231445
Batch # 00015.03.2023

CITY OF JONESBORO
300 S. Church St. Ste 106
PO Box 1845
JONESBORO, AR 72403-1845
870-932-3042
For Permit Inspections call 870-933-4602

Account/License/Permit/Category:
CR 125.45

Detail:
01-000-0150-00
Proof of Publication Aggie Rd
Center 125.45

Total 125.45

Payment Information:
Check 1317 125.45
Change 0.00

NEA Sports Club
Customer #: 000000

217 Olympic Drive
Jonesboro, AR 72401-

Cashier: ALCooksey
Station: ALCOOKSEY



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: ORD-23:006

Agenda Date:

Version: 1

Status: Second 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:

CHANGE SPEED LIMIT AT THE FOLLOWING LOCATIONS:

Warner Ave. (between Flint and Olive) from 30 MPH to 25 MPH

Holmes Rd. from 30 MPH to 25 MPH

Mark St. from 30 MPH to 25 MPH

Nix Lane and Rusher Lane from 30 MPH to 25 MPH

Dayton Ave. from 20 MPH to 25 MPH

ESTABLISH 25 MPH SPEED LIMIT AT THE FOLLOWING LOCATION:

Golf Course Drive

INSTALL YIELD SIGN AT THE FOLLOWING LOCATION:

Gee and Washington turn lane



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: ORD-23:007

Agenda Date:

Version: 1

Status: Second 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:

INSTALL ALL-WAY STOP SIGN AT THE FOLLOWING LOCATION:

Cate and Vandyne

INSTALL STOP SIGNS AT THE FOLLOWING LOCATIONS:

Ontario Drive at Lake Pointe Lane
Ontario Cove at Lake Pointe Lane



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: ORD-23:009

Agenda Date:

Version: 1

Status: Second Reading

In Control: Public Safety Council Committee

File Type: Ordinance

AN ORDINANCE TO AMEND THE JONESBORO CODE OF ORDINANCES TO UPDATE ADMINISTRATIVE FEES CHARGED BY THE CITY IN THE CORRECTION OF ENVIRONMENTAL DEFICIENCIES IN THE CITY OF JONESBORO

WHEREAS, the City previously set administrative fees for services provided by the City of Jonesboro in the correction of environmental deficiencies; and

WHEREAS, the City incurs significant administrative costs in addition to the actual cost of removal and correction activities, and these fees have not been increased in many years; and

WHEREAS, the City Council of the City of Jonesboro, Arkansas has determined that fees should be increased.

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

SECTION ONE: That the following administrative fees are authorized to be assessed by a Code Enforcement Officer on behalf of the City of Jonesboro: Property Mowing- \$200; Property Clean-up - minimum of \$250 and maximum of \$500; Condemnation - \$1,000.

SECTION TWO: That said administrative fees are in addition to any actual costs incurred in the removal and correction of environmental deficiencies on properties in the City.

SECTION THREE: That any other ordinance or resolution which conflicts with this ordinance is hereby repealed to the extent of said conflict.



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: ORD-23:012

Agenda Date: 3/7/2023

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 R-1 SINGLE FAMILY RESIDENTIAL AND C-3 GENERAL COMMERCIAL DISTRICT TO CR-1 COMMERCIAL RESIDENCE MIXED USE DISTRICT FOR PROPERTY LOCATED AT 4902 AND 4904 E. HIGHLAND DRIVE, JONESBORO, AR AS REQUESTED BY JEREMY BEVILL WITH FISHER ARNOLD ON BEHALF OF BRETT STROBBE

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: R-1 & C-3, SINGLE FAMILY RESIDENTIAL DISTRICT & GENERAL COMMERCIAL DISTRICT

TO: CR-1, COMMERCIAL RESIDENCE MIXED USE DISTRICT

THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 89°22'45" WEST, 664.07 FEET; THENCE NORTH 01°09'13" EAST, 57.72 FEET TO THE POINT OF BEGINNING PROPER, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF ARKANSAS HIGHWAY NO. 18; THENCE NORTH 89°58'11" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 199.94 FEET; THENCE NORTH 01°08'38" EAST,

LEAVING SAID RIGHT-OF-WAY LINE, 400.00 FEET; THENCE SOUTH 89°55'23" EAST, 200.00 FEET; THENCE SOUTH 01°09'13" WEST, 399.84 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 1.84 ACRES (79,956 SQ. FT.), MORE OR LESS, SUBJECT TO ALL OTHER RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

SECTION II: THE REZONING OF THIS PROPERTY SHALL ADHERE TO THE FOLLOWING STIPULATIONS:

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

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.



NAME: _____, SIGNATURE: _____.

VICINITY MAP
(N.T.S)

BEARINGS BASED ON ARKANSAS STATE
PLANE GRID NORTH ZONE (0301)

CLIENT: MONARCH INVESTMENTS LLC
AND STROBBE PROPERTY HOLDINGS LLC
PART OF THE SOUTHEAST QUARTER OF THE
SOUTHWEST QUARTER OF SECTION 23,
TOWNSHIP 14 NORTH, RANGE 04 EAST,
JONESBORO, CRAIGHEAD COUNTY, ARKANSAS

DRAWING INFO			REVISIONS	
DRAWN BY:	JUN		DATE	BY
DATE:	11 / 10 / 2022		02 / 13 / 2023	JUN
SCALE:	1" = 40'			
JOB NO:	22238-R			

RIDGE SURVEYING & CONSULTING, PLLC.
ARKANSAS - 2946

JOSHUA J. NEELY - SURVEYOR
ARKANSAS - P.S. 1841

*City of Jonesboro Metropolitan Area Planning Commission
Staff Report – RZ 23-03 4902 & 4904 E Highland Dr.
Municipal Center - 300 S. Church St.
For Consideration by the Commission February 28, 2023*

REQUEST: To consider a rezoning of one tract of land containing 1.84 acres more or less.

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

APPLICANT: Jeremy Bevill, Fisher Arnold, 404 Creath Ave.
OWNER: Brett Strobbe, 1213 Cardinal Rd.

LOCATION: 4902 & 4904 E. Highland Dr.

SITE DESCRIPTION: **Tract Size:** Approx. 1.84 Acres
Street Frontage: Approx. 200 ft.
Existing Development: Residential

SURROUNDING CONDITIONS:

ZONE	LAND USE
North	R-3 - Multi-Family
South	I-2 - Hytrol
East	R-1 & R-6 – Residential & Multi-Family
West	C-3 & R-6 – Commercial & Multi-Family

HISTORY: Two single family residences

ZONING ANALYSIS:

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

Comprehensive Plan Land Use Map:

The Current/Future Land Use Map recommends this location as a **High Intensity Growth Sector**. A wide range of land uses is appropriate in the high intensity zone, from multi-family to fast food to Class A office space to outdoor display/highway oriented businesses like automotive dealerships, because they will be located in areas where sewer service is readily available and transportation facilities are equipped to handle the traffic.

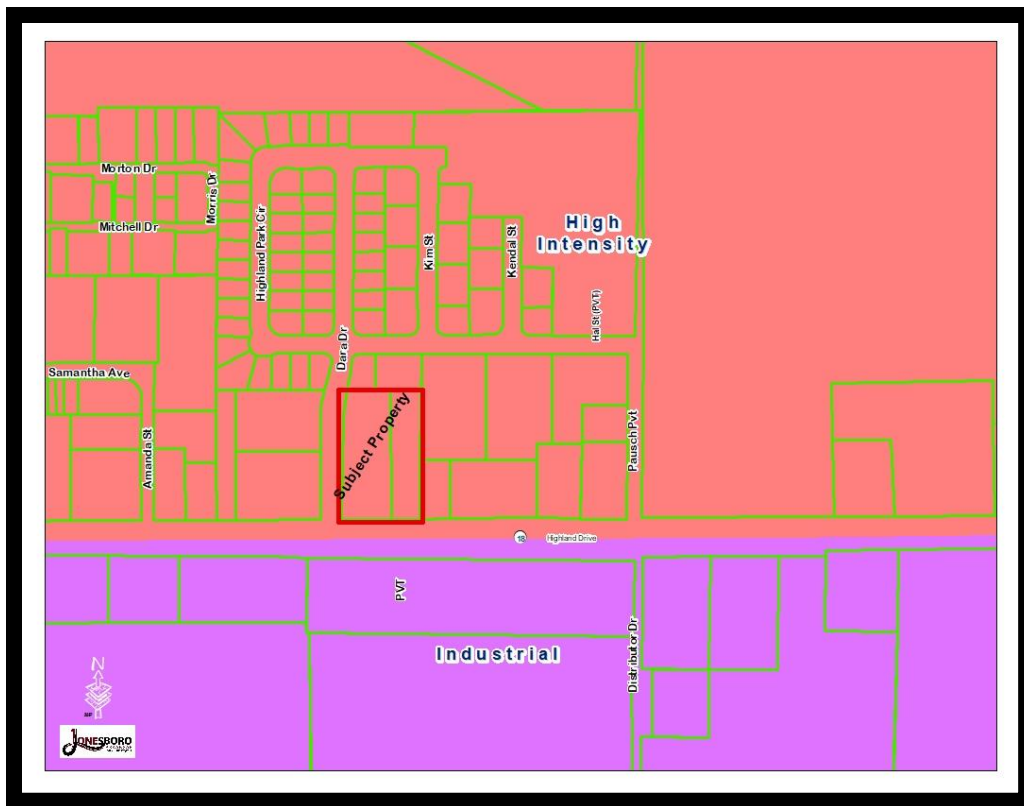
Typical Land Uses:

- Regional Shopping Centers
- Automotive Dealerships
- Outdoor Display Retail
- Fast Food Restaurants
- Multi-family
- Service Stations
- Commercial and Office
- Call Centers
- Research and Development
- Medical
- Banks
- Big Box Commercial
- Hotel

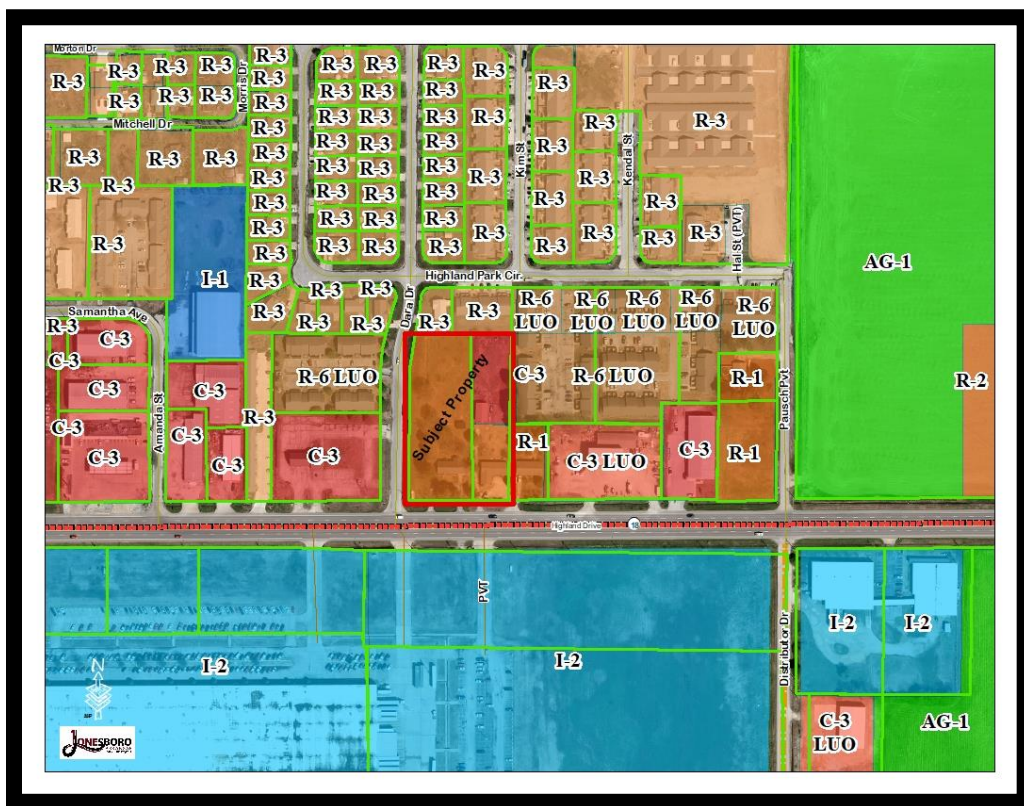
Density: Multi-family 8-14 Dwelling Units per acre

Height: 150 feet

Traffic: This will be located along arterial streets with high traffic volume.



Land Use Map



Zoning Map

Master Street Plan/Transportation

The subject property is served by Highland Drive and Dara Drive, the Master Street Plan classifies Highland Drive as a **Principal Arterial** and Dara Drive as a **Local Street**.

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

FUNCTION: The primary function of a Principal Arterial is to serve through traffic and to connect major traffic generators or activity centers within an urbanized area. Since these roads are designed for through traffic and are generally located three or more miles apart, dedication of additional right-of-way is required to allow for future expansion to four through lanes plus left and right turn lanes. At intersections with Collector Streets or other Arterials (principal or minor), additional right-of-way may be required if the anticipated turning movements warrant extra lanes.

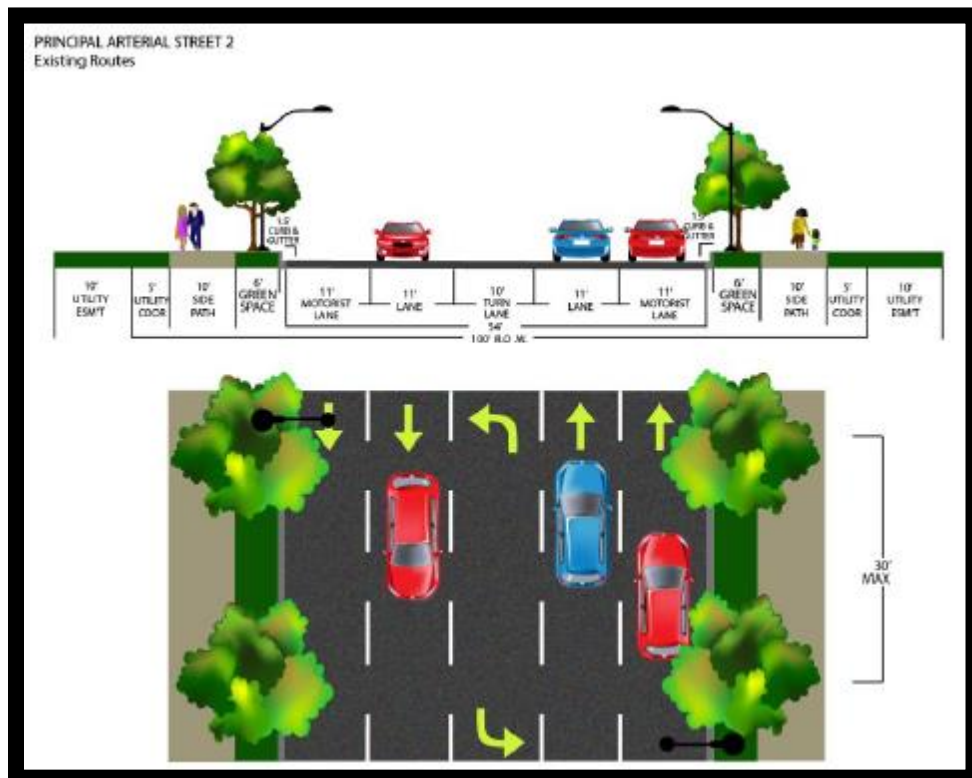
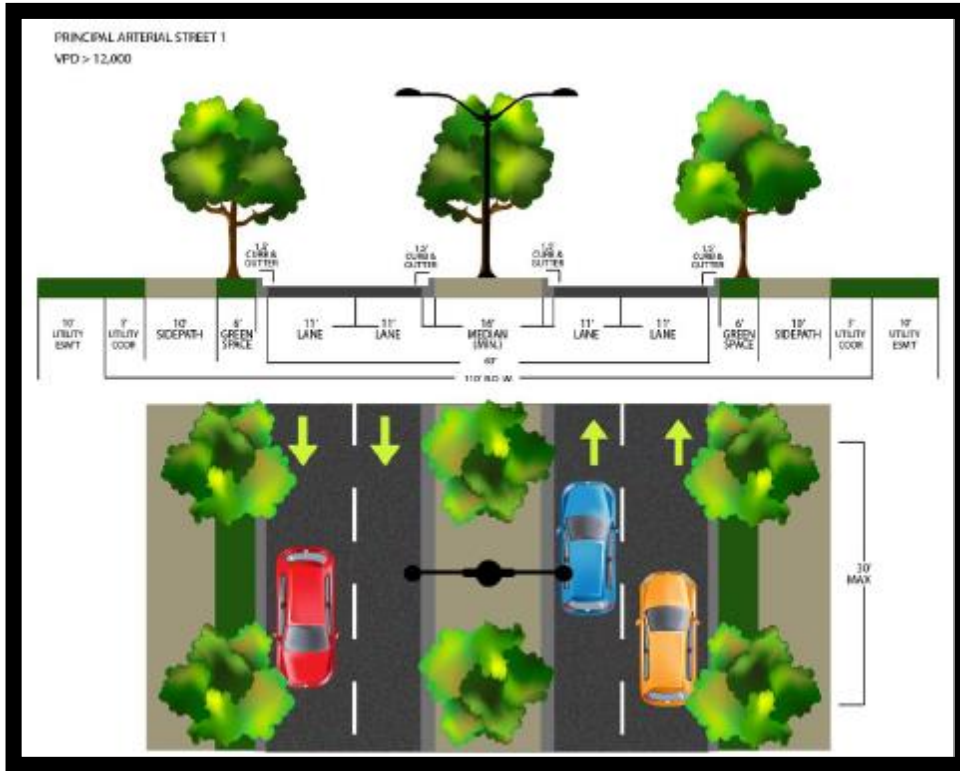
DESIGN: The standard Principal Arterial is to be used in all cases except where City Staff and the MAPC find that an unusual condition occurs. In such cases, the Other Principal Arterial Design Option provided in this section may be used. Cross-section selection shall be based on traffic impact analysis. Design in accordance with AASHTO policy on Geometric design of highways and streets (current edition).

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.

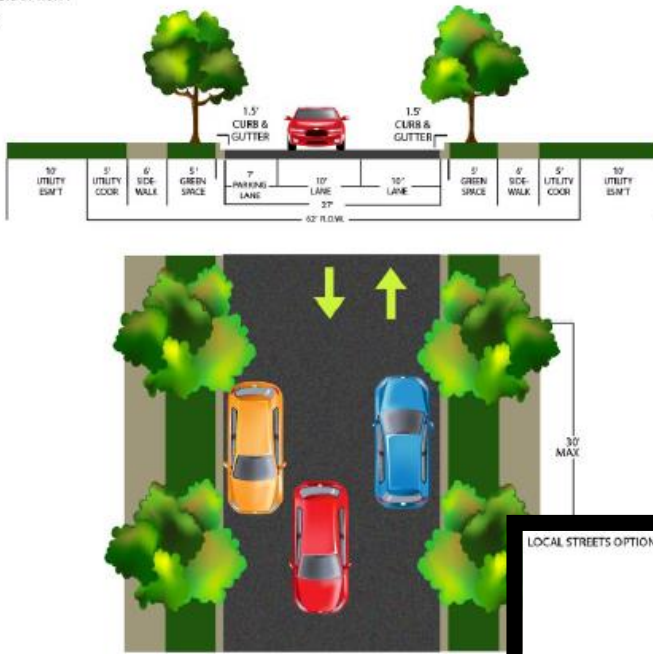
DESIGN: Local Street Option 1 is to be used when on-street parking is provided within the development. Option 2 is to be used when on-street parking is not provided within the development. Option 3 is to be used in commercial mixed use areas.

Principal Arterials

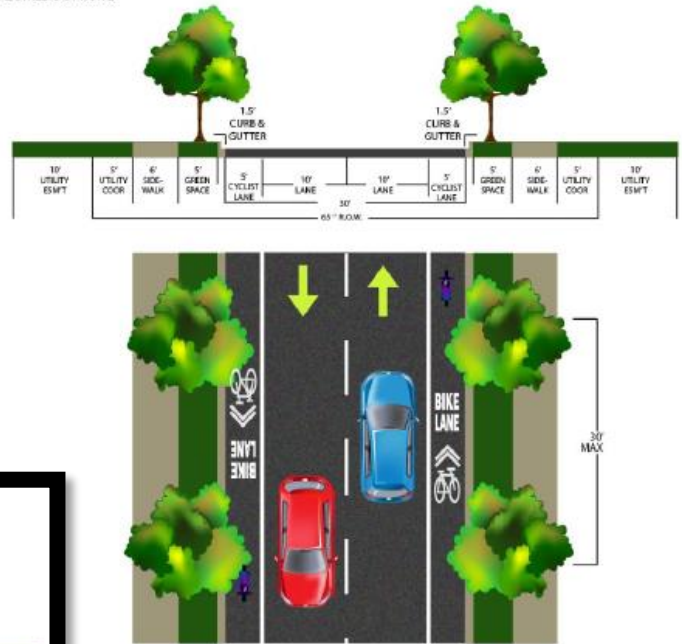


Local Streets

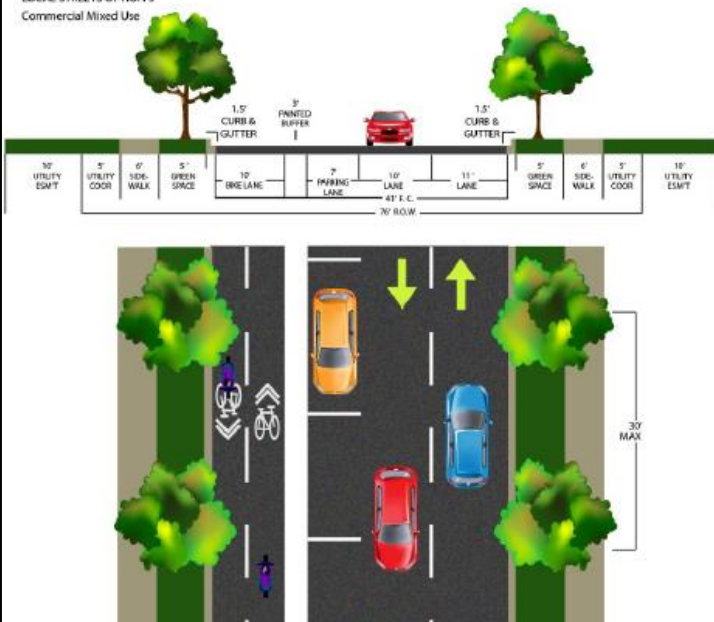
LOCAL STREETS OPTION 1
VPD < 3,000



LOCAL STREETS OPTION 2









LOCAL STREETS OPTION 3
Commercial Mixed Use



Approval Criteria- Chapter 117 - Amendments:

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

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

Staff Findings:

Applicant's Purpose

The proposed area is currently classified as R-1, Single-Family Low Density and C-3, General Commercial. The applicant is applying for a Rezoning to allow for commercial or multi-family development.

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

Chapter 117 of the City Code of Ordinances/Zoning defines CR-1 as follows:

Commercial residence mixed use district. The CR-1, commercial residence mixed use district shall be classified as a transitional zoning classification for mixed-use type developments. It allows commercial development, with a residential appearance, and professional uses to be completed in areas between existing commercial more of a retail nature, and single-family residential. By definition it represents transition. Therefore, the logical conclusion would be that a transitional use, such as quadraplexes shall be permitted in this district with commercial below or coordinated to blend or relate. Site plan review shall be subject to planning commission review and administrative approval upon commission recommendation.

Departmental/Agency Reviews:

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

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

Conclusion:

The Planning Department Staff finds that the requested Zone Change submitted for subject parcel, should be evaluated based on the above observations and criteria of Case RZ 23-03 a request to rezone property from “R-1” Single-Family Low Density and “C-3” General Commercial to “CR-1” Commercial Residence Mixed Use; the following conditions are recommend:

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

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

Sample Motion:

I move that we place Case: RZ 23-03 on the floor for consideration of recommendation by MAPC to the City Council with the noted conditions, and we, the MAPC find that to rezone property from “R-1” Single-Family Low Density and “C-3” General Commercial to “CR-1” Commercial Residence Mixed Use District will be compatible and suitable with the zoning, uses, and character of the surrounding area.

MAPC RECORD OF PROCEEDINGS: PUBLIC HEARING HELD ON FEBRUARY 28, 2023

Jeremy Bevill of Fisher Arnold is requesting a rezoning from R-1, Single-Family Medium Density District, and C-3, General Commercial District, to CR-1, Commercial Residence Mixed Use District. This request is for 1.84 acres located at 4902 and 4904 E. Highland Drive.

Jeremy Bevill, Fisher Arnold – Proponent: Said they are requesting the rezoning to CR-1.

Derrel Smith – Staff: Said they would recommend approval with the following conditions

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

Lonnie Roberts, Jr – Commission: Said they tabled the original application indefinitely, and this application is different from the last which is why it wasn't untabled.

COMMISSION ACTION:

Mr. Jimmy Cooper made a motion to approve Case RZ: 23-03, as submitted, to the City Council with the stipulations that were read by the Planning Department:

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

The motion was seconded by Mr. Paul Ford.

Roll Call Vote:

Aye: 6 – Paul Ford, Stephanie Nelson, Jeff Steiling, Kevin Bailey, Monroe Pointer, Jimmy Cooper

Nay: 0



February 15, 2023

Mr. Derrel Smith
Director of Planning and Zoning
City of Jonesboro
300 S. Church Street
Jonesboro, AR 72401

**RE: REQUEST FOR REZONING
PARCELS 01-144233-05400 & 01-144233-04700
JONESBORO, ARKANSAS**

Dear Mr. Smith:

On behalf of Monarch Investments, LLC and Strobbe Property Holdings, LLC, we are pleased to submit this rezoning request. The subject properties are adjacent and northeast to the intersection of E. Highland Drive and Dara Drive. The property is currently zoned both R-1 & C-3 and contains 1.84 Acres. We are requesting the property (1.84 acres) to be rezoned as CR-1 (Commercial Residence Mixed Use District).

We are basing our request on the infeasibility of developing a single piece of property that is dual zoned. Additionally, the property surrounding the subject parcel is zoned C-3, R-6 LUO, R-3, and R-1 and is therefore consistent with the general zoning in the area.

As required on the Rezoning Application, we are submitting the following information:

1. The properties were Zoned R-1 & C-3 at the time the current owner purchased it and are still zoned R-1 & C-3.
2. The purpose of the rezoning is to simplify development. The rezoning is necessary in order to most efficiently develop the property.
3. The property would be developed as a downtown fringe commercial district that does not create a nuisance for its commercial, residential, or industrial neighbors.
4. We anticipate there to be mutli-family homes and commercial buildings that range in size and will be determined during the development of the final site plans.
5. The Future Land Use Plan calls for this area to be moderate intensity. Our proposal is consistent with the Comprehensive Plan.
6. The proposed rezoning would allow development that will provide housing and employment that supports the surrounding community.
7. The proposed rezoning is compatible with adjacent residential, commercial, and industrial uses. The rezoning will not have any negative effect on the character of the surrounding area.

404 Creath Avenue
Jonesboro, AR 72401
870.932.2019
Toll Free: 1.888.583.9724

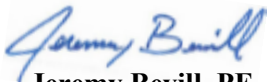
www.fisherarnold.com

8. The property cannot be developed commercially or with multi-family under its current zoning, the rezoning requested provides for more consistent facilities and would be the most efficient method to develop the property.
9. The adjacent properties are similar in nature to the proposed rezoning. The proposed rezoning will be developed with compatible and complimentary materials, lighting, landscaping, etc.
10. The property is not vacant.
11. Existing infrastructure will be extended to serve this development with adequate capacity. A Highland Drive entrance will provide police, fire, and medical services adequate connectivity.
12. Anticipated development activities would begin in the spring of 2023.
13. A neighborhood meeting has not been held at this time due to the noncontroversial nature of this rezoning.
14. This application is not for a Limited Use Overlay.

As always, we look forward to working with the City of Jonesboro and appreciate your consideration of our request. If there is anything you may need to assist in the review of our application, please do not hesitate to contact me.

Sincerely

FISHER & ARNOLD, INC.



Jeremy Bevill, PE, CFM
Project Manager/Civil Engineer



Application for a Zoning Ordinance Map Amendment

METROPOLITAN AREA
PLANNING COMMISSION
Jonesboro, Arkansas

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

LOCATION:

Site Address: 4902 & 4904 E. Highland Drive

Side of Street: North between E. Highland Drive and Highland Park Circle

Quarter: SW 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: R-1 & C-3 Proposed Zoning: CR-1

Size of site (square feet and acres): 79,956 sq-ft and 1.84 acres Street frontage (feet): 200'

Existing Use of the Site: Residential

Character and adequacy of adjoining streets: Principal Arterial (AR-18)

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 Multi-Family Residential

South General Industrial

East General Commercial

West General Commercial

Physical characteristics of the site: Two existing single family residences. Sparsely wooded and mainly open lawn.

Characteristics of the neighborhood: Mainly Multi-Family Residential, adjacent to Highland Park Apartments.

Commercial to the East and West of the properties.

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

REZONING INFORMATION:

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

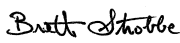
- (1). How was the property zoned when the current owner purchased it?
- (2). What is the purpose of the proposed rezoning? Why is the rezoning necessary?
- (3). If rezoned, how would the property be developed and used?
- (4). What would be the density or intensity of development (e.g. number of residential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

OWNERSHIP INFORMATION:

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


Owner of Record:

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

Name: Brett Strobbe
Address: 1213 Cardinal Road
City, State: Jonesboro, AR ZIP 72401
Telephone: 8707107585
Facsimile: _____
Signature: 

Applicant:

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

Name: Jeremy Bevil
Address: 404 Creath Ave
City, State: Jonesboro, AR ZIP 72401
Telephone: 870-932-2019
Facsimile: N/A
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.

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 \$4.15

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

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.63

Total Postage and Fees \$8.13

Sent To *MEKS PROPS & INVEST*

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

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 1670 0001 5481 3236

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 \$4.15

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

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.63

Total Postage and Fees \$8.13

Sent To *JONESBORO HDBANKS LLC*

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

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 1670 0001 5481 3212

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 \$4.15

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

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.63

Total Postage and Fees \$8.13

Sent To *DIRECTING HOME RENTALS*

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

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 1670 0001 5481 3274

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 \$4.15

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

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.63

Total Postage and Fees \$8.13

Sent To *HYPO CONVEY COMPANY*

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

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 1670 0001 5481 3182

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 \$4.15

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

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.63

Total Postage and Fees \$8.13

Sent To *OWARO CORP*

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

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 1670 0001 5481 3205

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

For delivery information, visit our website at www.usps.com®.

Des Moines, IA 50307

Certified Mail Fee \$4.15

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

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.63

Total Postage and Fees \$8.13

Sent To *LC-STORE 1391, LLC*

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

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 1670 0001 5481 3229

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 \$4.15

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

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.63

Total Postage and Fees \$8.13

Sent To *SHIRLEY GATINGS*

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

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 1670 0001 5481 3267

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 \$4.15

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

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.63

Total Postage and Fees \$8.13

Sent To *WILKINSON SCHOOLS (KAREN CUNNINGHAM)*

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

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 1670 0001 5481 3199

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 \$4.15

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

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.63

Total Postage and Fees \$8.13

Sent To *REED 3L LLC*

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

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 1670 0001 5481 3243

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 \$4.15

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

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.63

Total Postage and Fees \$8.13

Sent To *RONNIE HODGINS WORTH*

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

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 1670 0001 5481 3250



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: ORD-23:008

Agenda Date:

Version: 1

Status: Third Reading

In Control: City Council

File Type: Ordinance

AN ORDINANCE REGARDING AN ABANDONMENT OF A PORTION OF RIGHT-OF-WAY ALONG UNDEVELOPED BONAPARTE COVE AS REQUESTED BY HORIZON LAND SURVEYING ON BEHALF OF CURTNER ASSET MANAGEMENT, LLC

AN ORDINANCE VACATING AN UNDEVELOPED STREET RIGHT- OF- WAY LOCATED IN:

THAT PORTION OF RIGHT-OF-WAY FOR BONAPARTE COVE WHICH LIES EAST OF THE EAST RIGHT-OF-WAY LINE OF ROYALE DRIVE (60.0 FOOT RIGHT-OF-WAY), LYING IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 14 NORTH, RANGE 3 EAST, CRAIGHEAD COUNTY, ARKANSAS, AS SHOWN BY PLAT OF THE TAYLOR FOURTH REPLAT IN NORTH BELGRATH HEIGHTS SUBDIVISION (BOOK B, PAGE 75).

WHEREAS, the City Council at its regular meeting on Tuesday, February 21, 2023, pursuant to Ark. Stats. Section 14-301-302 through 14-301-304 heard the request of Curtner Asset Management, LLC to vacate an undeveloped street right-of-way; and

WHEREAS, the City Council held a public hearing and heard all persons desiring to be heard in connection with this matter; and

WHEREAS, the respective utilities have consented to said abandonment; and

WHEREAS, the abandonment of said portion of an undeveloped street will not adversely affect the City of Jonesboro, and would be in the best interest of all parties concerned.

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

SECTION 1: The City of Jonesboro, Arkansas hereby vacates and abandons all of its rights together with the right of the public generally, in and to the undeveloped street right-of-way described above.

SECTION 2: A copy of this Ordinance duly certified by the City Clerk shall be filed in the office of the Recorder of Craighead County of Jonesboro, Arkansas, and recorded in the Deed Records of

Craighead County, Arkansas.

SECTION 3. The vacating and abandonment by the City of its rights and the rights of the public generally in the above described an undeveloped street are in the public interest and will promote the public peace and welfare.

PETITION

To: Honorable Harold Copenhaver, Mayor, and Members of the City Council of the City of Jonesboro, Arkansas

PETITION TO VACATE AN UNDEVELOPED STREET RIGHT-OF-WAY

We, the undersigned, being the owner(s) of property adjoining the following described property:

THAT PORTION OF RIGHT-OF-WAY FOR BONAPARTE COVE WHICH LIES EAST OF THE EAST RIGHT-OF-WAY LINE OF ROYALE DRIVE (60.0 FOOT RIGHT-OF-WAY), LYING IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 14 NORTH, RANGE 3 EAST, CRAIGHEAD COUNTY, ARKANSAS, AS SHOWN BY PLAT OF THE TAYLOR FOURTH REPLAT IN NORTH BELGRATH HEIGHTS SUBDIVISION (BOOK B, PAGE 75).

Herewith file and present this petition to the City Council of the City of Jonesboro, Arkansas to have the street right-of-way described above closed and abandoned.

Dated this January day Of January 2023.

PROPERTY OWNER, NAME AND ADDRESS

Curtner Asset Management, LLC
3101 Dan Avenue
Jonesboro, AR 72401

[Signature] 1/12/23
Signature Date

Signature

Date

12 day of January, 2023.

Subscribed and sworn to before me this

[Signature]

Notary

Expiration Date: 01-01-25

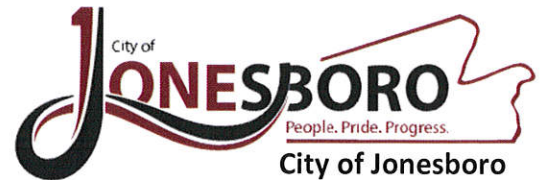
OFFICIAL SEAL - #12402310

MICHAEL A. BOGGS

NOTARY PUBLIC-ARKANSAS

CRAIGHEAD COUNTY

MY COMMISSION EXPIRES: 01.01-25



City of Jonesboro
Engineering Department
Municipal Building
PO Box 1845
300 S. Church
Jonesboro, AR 72403
(870) 932-2438

January 13, 2023

Renee Eubanks
Horizon Land Surveying, LLC
2918 Wood Street
Jonesboro, AR 72404

RE: Petition to vacate an undeveloped street right-of-way

Dear Renee,

The City of Jonesboro Engineering and Planning Departments concurs with the petition to vacate an undeveloped street right-of-way described as that portion of right-of-way for Bonaparte Cove which lies East of the East right-of-way line of Royale Drive (60.0 foot right-of-way), lying in the Southwest quarter of section 10, Township 14 North, Range 3 East, Craighead County, Arkansas, as shown by plat of the Taylor fourth replat in North Belgrath Heights Subdivision (Book B, Page 75).

If you have questions or comments, feel free to call the number listed above.

Sincerely,

Craig Light, PE, CFM
City Engineer

Derrel Smith
Planning Director

PETITION

To: Honorable Harold Copenhaver, Mayor, and Members of the City Council of the City of Jonesboro, Arkansas

PETITION TO VACATE AN UNDEVELOPED STREET RIGHT-OF-WAY

We, the undersigned, being the owner(s) of property adjoining the following described property:

THAT PORTION OF RIGHT-OF-WAY FOR BONAPARTE COVE WHICH LIES EAST OF THE EAST RIGHT-OF-WAY LINE OF ROYALE DRIVE (60.0 FOOT RIGHT-OF-WAY), LYING IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 14 NORTH, RANGE 3 EAST, CRAIGHEAD COUNTY, ARKANSAS, AS SHOWN BY PLAT OF THE TAYLOR FOURTH REPLAT IN NORTH BELGRATH HEIGHTS SUBDIVISION (BOOK B, PAGE 75).

Herewith file and present this petition to the City Council of the City of Jonesboro, Arkansas to have the street right-of-way described above closed and abandoned.

Dated this 12 day of January 2023.

PROPERTY OWNER, NAME AND ADDRESS

Curtner Asset Management, LLC
3101 Dan Avenue
Jonesboro, AR 72401

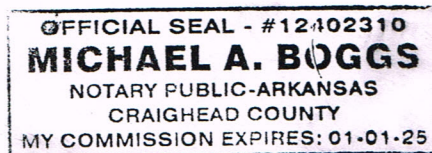
[Signature] 1/12/23
Signature Date

Signature Date

Subscribed and sworn to before me this 12 day of January, 2023.

[Signature]
Notary

Expiration Date: 01-01-25



RESOLUTION NO. _____

WHEREAS, Curtner Asset Management, LLC, has filed a petition with the City Clerk of the City of Jonesboro, Arkansas, requesting that the City vacate an undeveloped street right-of-way in:

THAT PORTION OF RIGHT-OF-WAY FOR BONAPARTE COVE WHICH LIES EAST OF THE EAST RIGHT-OF-WAY LINE OF ROYALE DRIVE (60.0 FOOT RIGHT-OF-WAY), LYING IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 14 NORTH, RANGE 3 EAST, CRAIGHEAD COUNTY, ARKANSAS, AS SHOWN BY PLAT OF THE TAYLOR FOURTH REPLAT IN NORTH BELGRATH HEIGHTS SUBDIVISION (BOOK B, PAGE 75).

WHEREAS, the petition has been presented to the City of Jonesboro, Arkansas; and

WHEREAS, Arkansas law requires notice of such public hearing.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Jonesboro, Arkansas, that the City Clerk is directed to publish a notice advising the public of such request to vacate an undeveloped street right-of-way, and that this matter will be heard before the City Council on _____, at _____ o'clock, p.m. at the Municipal Building, Jonesboro, Arkansas.

Dated this _____ day of _____, 2023.

Harold Copenhaver, Mayor

Attest:

April Leggett, City Clerk

ORDINANCE NO. _____

AN ORDINANCE VACATING AN UNDEVELOPED STREET RIGHT- OF- WAY LOCATED IN:

THAT PORTION OF RIGHT-OF-WAY FOR BONAPARTE COVE WHICH LIES EAST OF THE EAST RIGHT-OF-WAY LINE OF ROYALE DRIVE (60.0 FOOT RIGHT-OF-WAY), LYING IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 14 NORTH, RANGE 3 EAST, CRAIGHEAD COUNTY, ARKANSAS, AS SHOWN BY PLAT OF THE TAYLOR FOURTH REPLAT IN NORTH BELGRATH HEIGHTS SUBDIVISION (BOOK B, PAGE 75).

WHEREAS, the City Council at its regular meeting on _____, pursuant to Ark. Stats. Section 14-301-302 through 14-301-304 heard the request of Curtner Asset Management, LLC to vacate an undeveloped street right-of-way; and

WHEREAS, the City Council held a public hearing and heard all persons desiring to be heard in connection with this matter; and

WHEREAS, the respective utilities have consented to said abandonment; and

WHEREAS, the abandonment of said portion of an undeveloped street will not adversely affect the City of Jonesboro, and would be in the best interest of all parties concerned.

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

SECTION 1: The City of Jonesboro, Arkansas hereby vacates and abandons all of its rights together with the right of the public generally, in and to the undeveloped street right-of-way described above.

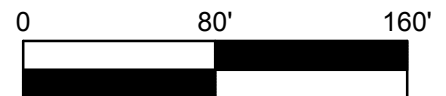
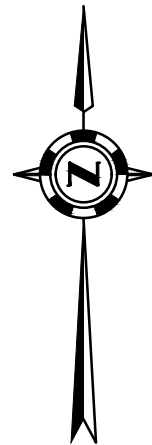
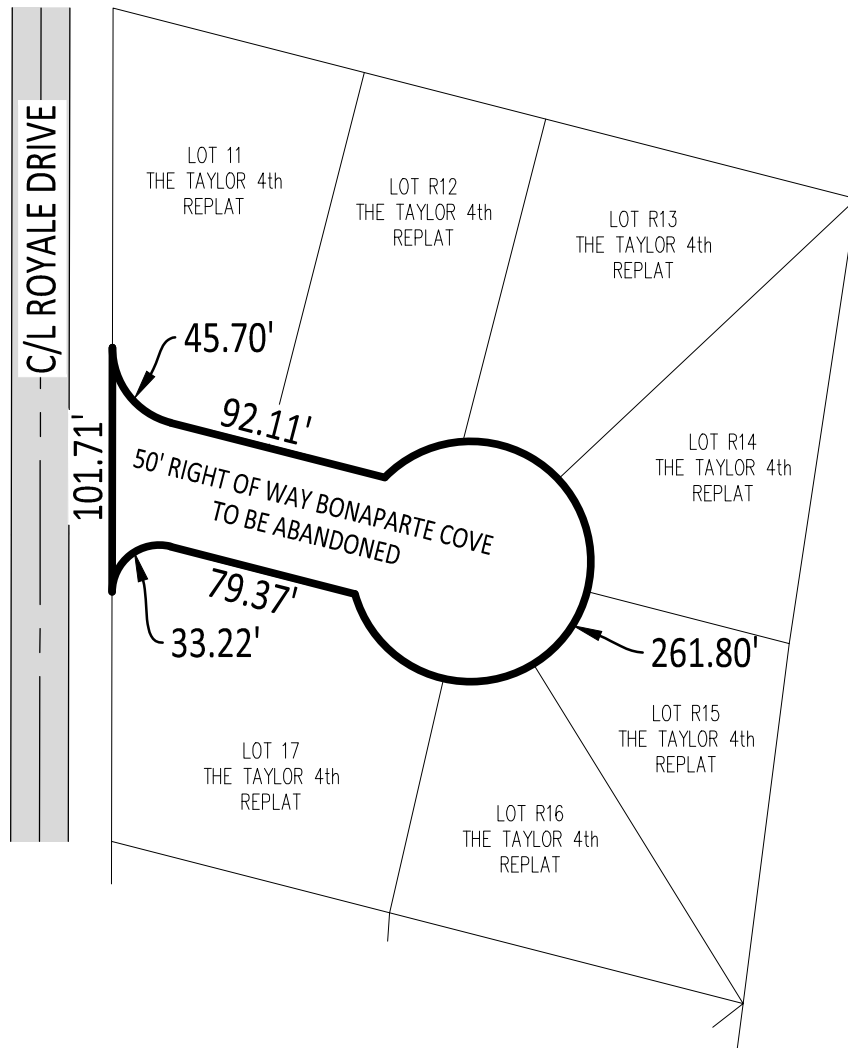
SECTION 2: A copy of this Ordinance duly certified by the City Clerk shall be filed in the office of the Recorder of Craighead County of Jonesboro, Arkansas, and recorded in the Deed Records of Craighead County, Arkansas.

SECTION 3. The vacating and abandonment by the City of its rights and the rights of the public generally in the above described an undeveloped street are in the public interest and will promote the public peace and welfare.

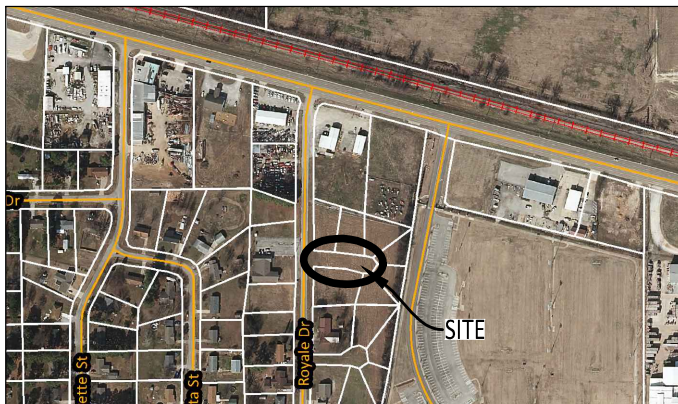
PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

Harold Copenhaver, Mayor

April Leggett, City Clerk



Scale 1" = 80'



Horizon
LAND SURVEYING, LLC

2918 WOOD STREET
JONESBORO, AR 72404
PH: 1-870-243-0092
WWW.HORIZONLANDSURVEYING.COM

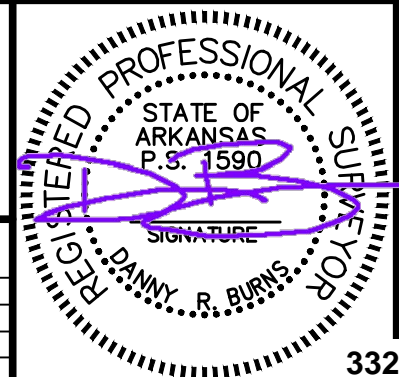
BONAPARTE COVE RIGHT-OF-WAY ABANDONMENT PLAT

DRAWING INFO

DATE:	10/17/2022
DRAWN BY:	BRE
JOB NO:	H22-174
SCALE:	1"=80'

REVISIONS

DATE	BY	DESCRIPTION





December 29, 2022

VIA REGULAR MAIL

Mr. Danny Burns, PS
Horizon Land Surveying, LLC
2918 Wood Street
Jonesboro, AR 72404

**Re: *Cutner Asset Management, LLC/Bonaparte Cove
Right of Way/Easement Abandonment***

A part of Taylor Fourth Replat in North Belgrath Heights Subdivision, being a right of way 50 feet (North and South) in width and 203 feet (East and West) in length for Bonaparte Cove, lying between lots 11, R12, R13, R14, (to the North), lots 17, R16, and R15 (to the South), Joe Mack Campbell Park property to the East, and lying East of Royale Drive right-of-way, containing 13,473square feet, or 0.31 acres, more or less.

Dear Mr. Burns:

After reviewing your request of the Easement Abandonment in Jonesboro, AR, Cebridge Acquisition, L.P. (Suddenlink) has verified there is not active CATV facilities in this easement.

Given the verification stated above, Cebridge Acquisition, L.P. has no objection with the requested easement abandonment.

Sincerely,

Austin Gwatney
Title: Operations Manager



Todd R. Gregory
AT&T Arkansas
Right-of-Way &
Joint Pole Use Mgr.

P.O. Box 6505
Hot Springs, AR 71901
Phone: (501) 321-3207
Cell: (501) 276-3791
tg5473@att.com

Transmitted via E-mail

UTILITY APPROVAL FORM FOR RIGHT-OF-WAY, ALLEY AND UTILITY EASEMENT VACATIONS

DATE: 10/18/22

UTILITY COMPANY: Southwestern Bell Telephone Company d.b.a. AT&T Arkansas

REQUESTED VACATION:

City Right-of-Way

I have been notified of the petition for Easement Abandonment within the following Right-of-Way.

Described as follows:

A part of Taylor Fourth Replat in North Belgrath Heights Subdivision, being a right of way 50 feet (North and South) in width and 203 feet (East and West) in length for Bonaparte Cove, lying between lots 11, R12, R13, R14, (to the North), lots 17, R16, and R15 (to the South), Joe Mack Campbell Park property to the East, and lying East of Royale Drive right-of-way, containing 13,473 square feet, or 0.31 acres, more or less.

herewith file and present this petition to the City Council of the City of Jonesboro, Arkansas to have the right of way described above closed and abandoned.

UTILITY COMPANY COMMENTS:

No objections to the vacation described above.

Signature of AT&T Company Representative:

Todd R. Gregory

Todd R. Gregory
Right-of-Way Mgr. AT&T Arkansas



Owned by the Citizens of Jonesboro

October 25, 2022

City of Jonesboro
P.O. Box 1845
Jonesboro, AR 72403
Attn: April Leggett, City Clerk

Re: Right of Way Abandonment
Bonaparte Cove, North Belgrath Heights Subdivision
Jonesboro, Craighead County, Arkansas

Dear April:

City Water and Light Plant of the City of Jonesboro (CWL) has been requested to relinquish our interest in the right-of-way on the following described property (Existing R.O.W.).

A part of Taylor Fourth Replat in North Belgrath Heights Subdivision, being a right of way 50 feet (North and South) in width and 203 feet (East and West) in length for Bonaparte Cove, lying between lots 11, R12, R13, R14, (to the North), lots 17, R16, and R15 (to the South), Joe Mack Campbell Park property to the East, and lying East of Royale Drive right-of-way.

CWL has no objection to the abandonment of the referenced R.O.W.

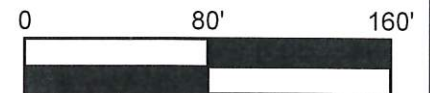
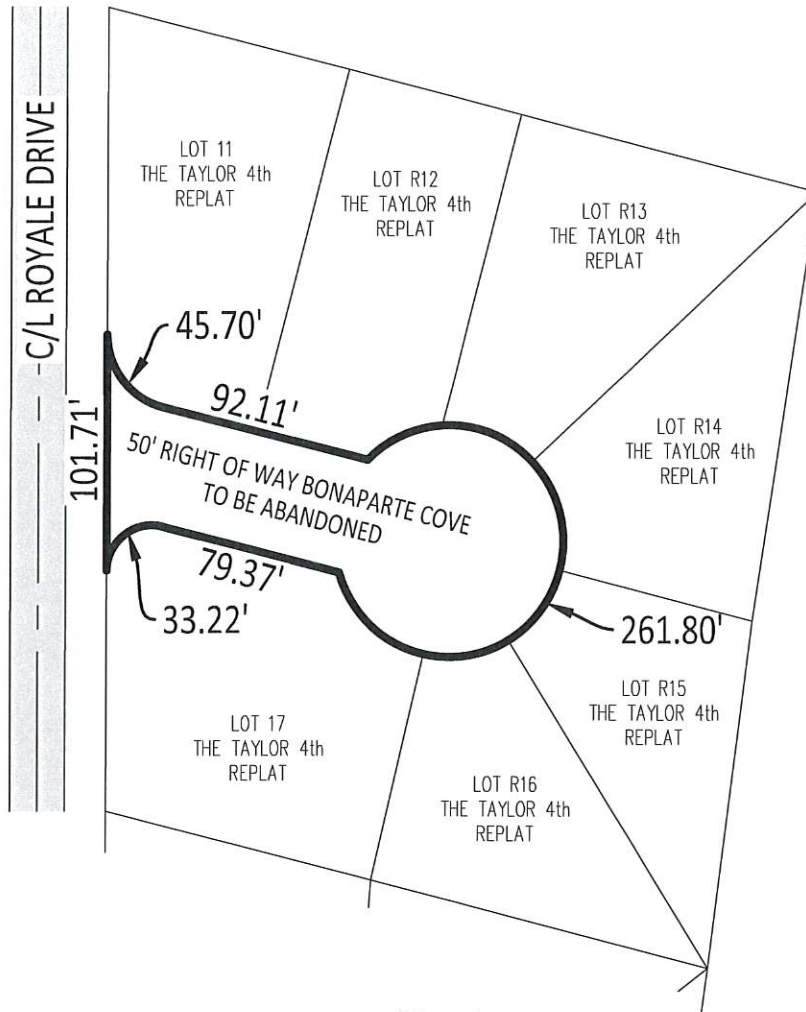
Please feel free to contact me with any questions.

Sincerely,

A blue ink signature of Jake Rice III, consisting of stylized initials and a surname.

Jake Rice III, P.E.
Manager, City Water & Light

Enclosure
Cc: Horizon Land Surveying, LLC



Scale 1" = 80'

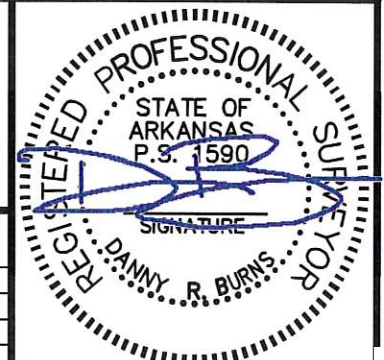


Horizon
LAND SURVEYING, LLC

2918 WOOD STREET
JONESBORO, AR 72404
PH: 1-870-243-0092
WWW.HORIZONLANDSURVEYING.COM

BONAPARTE COVE RIGHT-OF-WAY ABANDONMENT PLAT

DRAWING INFO		REVISIONS		
DATE:	10/17/2022	DATE	BY	DESCRIPTION
DRAWN BY:	BRE			
JOB NO:	H22-174			
SCALE:	1"=80'			





phone 870.336.3434

1.888.336.4249

fax 870.336.3401

office 2400 Ritter

October 18, 2022

Horizon Land Surveying

2918 Wood Street

Jonesboro, AR, 72404

To whom it may concern,

Ritter Communications agrees with the abandonment of the utility easement on Bonaparte Cove in Jonesboro AR. as described in the attached.

Thanks

A handwritten signature in black ink, appearing to read "Rich Busby", is written over a horizontal line. The signature is stylized with a large, sweeping loop at the end.

Rich Busby

Ritter Communications

OSP Engineering Director

Office 870-336-3471

rich.busby@rittercommunications.com



Summit Utilities
1400 Centerview Dr, Ste. 100
Little Rock, AR 72211
summitutilitiesinc.com

UTILITY RELEASE FORM

General Utility Easement, Public Access Easement, Alley, Street, R.O.W.

Utility Company: Summit Utilities Date: 11/4/2022

Requested Abandonment: 50 ft right-of-way abandonment of Bonaparte Cove located on the East side of Royale Drive in Jonesboro, AR

Legal Description:

A part of Taylor Fourth Replat in North Belgrath Heights Subdivision, being a right of way 50 feet (North and South) in width and 203 feet (East and West) in length for Bonaparte Cove, lying between lots 11, R12, R13, R14, (to the North), lots 17, R16, and R15 (to the South), Joe Mack Campbell Park property to the East, and lying East of Royale Drive right-of-way, containing 13,473 square feet, or 0.31 acres, more or less.

UTILITY COMPANY COMMENTS:

☒ No objections to the abandonment(s) described above.

☐ No objections to the abandonment (s) described above, provided the following easements are retained (Exhibit A).

☐ Objects to the abandonment(s) described above, reason described below.

Described
reasons for
objection or
easements to be
retained.

Grace Grubb
Signature of Utility Company Representative

Engineer Gas
Title

RESOLUTION NO. _____

A RESOLUTION TO SET A PUBLIC HEARING REGARDING AN ABANDONMENT OF A PORTION OF RIGHT-OF-WAY ALONG UNDEVELOPED BONAPARTE COVE AS REQUESTED BY HORIZON LAND SURVEYING ON BEHALF OF CURTNER ASSET MANAGEMENT, LLC

WHEREAS, CURTNER ASSET MANAGEMENT, LLC, HAS FILED A PETITION WITH THE CITY CLERK OF THE CITY OF JONESBORO, ARKANSAS, REQUESTING THAT THE CITY VACATE AN UNDEVELOPED STREET RIGHT-OF-WAY IN:

THAT PORTION OF RIGHT-OF-WAY FOR BONAPARTE COVE WHICH LIES EAST OF THE EAST RIGHT-OF-WAY LINE OF ROYALE DRIVE (60.0 FOOT RIGHT-OF-WAY), LYING IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 14 NORTH, RANGE 3 EAST, CRAIGHEAD COUNTY, ARKANSAS, AS SHOWN BY PLAT OF THE TAYLOR FOURTH REPLAT IN NORTH BELGRATH HEIGHTS SUBDIVISION (BOOK B, PAGE 75).

WHEREAS, the petition has been presented to the City of Jonesboro, Arkansas; and

WHEREAS, Arkansas law requires notice of such public hearing.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Jonesboro, Arkansas, that the City Clerk is directed to publish a notice advising the public of such request to vacate an undeveloped street right-of-way, and that this matter will be heard before the City Council on February 21, 2023 at 5:25 p.m. at the Municipal Building, Jonesboro, Arkansas.

OFFICIAL RECEIPT

Receipt Date 01/26/2023 02:03 PM
Receipt Print Date 01/26/2023

Receipt # 00229023
Batch # 00026.01.2023

CITY OF JONESBORO
300 S. Church St. Ste 106
PO Box 1845
JONESBORO, AR 72403-1845
870-932-3042

For Permit Inspections call 870-933-4602

Account/License/Permit/Category:	
CR	487.50

Detail:	
01-000-0150-00	
Proof of Publication - propos	
ed abandonment	487.50

Total	487.50
-------	--------

Payment Information:	
Check 1000	487.50
Change	0.00

Curtner Asset Management LLC
Customer #: 000000

3101 Dan Avenue
Jonesboro, AR 72401-

Cashier: ALCooksey
Station: ALCOOKSEY