



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Council Agenda City Council

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Tuesday, June 6, 2023

5:30 PM

Municipal Center, 300 S. Church

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### **PUBLIC WORKS COUNCIL COMMITTEE MEETING**

*Council Chambers, Municipal Center*

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

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

#### **3. ROLL CALL BY CITY CLERK APRIL LEGGETT**

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

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

**MIN-23:049** MINUTES FOR THE CITY COUNCIL MEETING ON MAY 16, 2023

**Attachments:** [CC Minutes 05162023](#)

**RES-23:096** A RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY2023 AMERICORPS VISTA PROGRAM GRANT FROM THE NATIONAL CORPORATION OF COMMUNITY SERVICE

**Sponsors:** Grants

**Legislative History**

5/30/23 Finance & Administration Recommended to Council  
Council Committee

**RES-23:097** A RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY2024 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) FROM THE ARKANSAS STATE POLICE

**Sponsors:** Grants and Police Department

**Legislative History**

5/30/23 Finance & Administration Recommended to Council  
Council Committee

**RES-23:098** A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS TO ACCEPT AND TO ENTER INTO AN AGREEMENT WITH THE U.S. DEPARTMENT OF

TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION (FTA) FOR THE EXECUTION OF THE FY2018 SECTION 5307, FTA FORMULA GRANT, FOR THE JONESBORO ECONOMICAL TRANSIT SYSTEM (JET)

**Sponsors:** Grants, JETS and Finance

**Legislative History**

5/30/23 Finance & Administration Recommended to Council  
Council Committee

**RES-23:100**

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE AGREEMENT AND ENTER INTO AN AGREEMENT WITH BRACKETT KENNERICH & ASSOCIATES, P.A. TO PROVIDE ARCHITECTURAL SERVICES

**Sponsors:** Engineering, Mayor's Office and Police Department

**Attachments:** [Agreement - Congress Cove Building](#)

**Legislative History**

5/30/23 Finance & Administration Recommended to Council  
Council Committee

**RES-23:101**

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND ACCEPT THE BID AUTHORIZING PURCHASE OF TWO NEW VEHICLE FOR THE TRANSIT DEPARTMENT (JET)

**Sponsors:** JETS and Finance

**Attachments:** [BUS ORDER 05192023](#)

**Legislative History**

5/30/23 Finance & Administration Recommended to Council  
Council Committee

**RES-23:102**

A RESOLUTION TO CONTRACT WITH EAST ARKANSAS BROADCASTERS FOR RENTAL OF JOE MACK CAMPBELL SPORTS COMPLEX

**Sponsors:** Parks & Recreation and Finance

**Attachments:** [JULY 4TH 2023 EAB](#)

**Legislative History**

5/30/23 Finance & Administration Recommended to Council  
Council Committee

**RES-23:103**

A RESOLUTION TO CONTRACT WITH SAGA COMMUNICATIONS OF ARKANSAS LLC D/B/A JONESBORO RADIO GROUP FOR RENTAL OF SOUTHSIDE SPORTS COMPLEX

**Sponsors:** Parks & Recreation and Finance

**Attachments:** [JULY 4TH 2023 JRG](#)

**Legislative History**

5/30/23 Finance & Administration Recommended to Council  
Council Committee

*RESOLUTIONS REMOVED FROM THE CONSENT AGENDA*

**RES-23:099** A RESOLUTION FOR THE CITY OF JONESBORO TO APPROVE THE 2023-2024 CDBG ACTION PLAN THAT INCLUDES THE 2023-2024 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS, ACTIVITIES AND BUDGET

**Sponsors:** Community Development and Grants

**Legislative History**

5/30/23	Finance & Administration Council Committee	Recommended to Council
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## **6. NEW BUSINESS**

### *ORDINANCES ON FIRST READING*

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

**Attachments:** [Application \(3\)](#)

[Plat \(9\)](#)

[Notifications](#)

[Staff Summary - C.C.](#)

## **7. UNFINISHED BUSINESS**

### *ORDINANCES ON SECOND READING*

**ORD-23:021** AN ORDINANCE TO UPDATE CITY OF JONESBORO PURCHASING GUIDELINES TO REFLECT AMENDMENT TO STATE OF ARKANSAS LEGISLATIVE PURCHASING PROCEDURES

**Sponsors:** Finance

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

**Legislative History**

5/9/23	Finance & Administration Council Committee	Recommended to Council
5/16/23	City Council	Held at one reading

**ORD-23:022** AN ORDINANCE BY THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE

**Sponsors:** Engineering

**Legislative History**

5/2/23	Public Works Council Committee	Recommended to Council
5/16/23	City Council	Held at one reading

*ORDINANCES ON THIRD READING*

**ORD-23:023** AN ORDINANCE TO REPEAL AND REPLACE SECTIONS OF THE DOWNTOWN JONESBORO DEVELOPMENT CODE (DJDC) IN THE CITY OF JONESBORO

**Sponsors:** Planning

**Attachments:** [Exhibit A](#)  
[Exhibit B](#)

**Legislative History**

5/2/23	Public Works Council Committee	Recommended to Council
5/16/23	City Council	Waived Second Reading

**ORD-23:024** AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO C-3, LUO FOR PROPERTY LOCATED AT 200 ROYALE DRIVE AS REQUESTED BY HORIZON LAND SURVEYING ON BEHALF OF CURTNER ASSET MANAGEMENT

**Attachments:** [Application](#)  
[Certified Receipts](#)  
[Plat](#)  
[Staff Summary - C.C.](#)

**Legislative History**

5/2/23	City Council	Held at one reading
5/16/23	City Council	Held at second reading

**8. MAYOR'S REPORTS**

**9. CITY COUNCIL REPORTS**

**10. PUBLIC COMMENTS**

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

**11. ADJOURNMENT**





# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: MIN-23:049

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**Agenda Date:**

**Version:** 1

**Status:** To Be Introduced

**In Control:** City Council

**File Type:** Minutes

MINUTES FOR THE CITY COUNCIL MEETING ON MAY 16, 2023



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Minutes City Council

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Tuesday, May 16, 2023

5:30 PM

Municipal Center, 300 S. Church

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

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

#### 2. PLEDGE OF ALLEGIANCE AND INVOCATION

#### 3. ROLL CALL BY CITY CLERK APRIL LEGGETT

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

**Absent** 1 - LJ Bryant

#### 4. SPECIAL PRESENTATIONS

[COM-22:030](#)

MAYOR'S YOUTH ADVANCEMENT COUNCIL (MYAC) END OF YEAR REPORT

*Mayor Harold Copenhaver introduced the Mayor's Youth Advancement Council. He said this is their end of the year report. We will have some of these young individuals moving on to further their careers in education process and many of the new ones stepping up to the plate for next year. And, I believe Council, we have 72 members in this year's upcoming class. So, every year we have been growing and they have laid the ground work for next year's class. So, I look forward to hearing their presentation.*

*Nathan Sammons – I am the president and I will be giving the report for the president and community outreach. This was a tumultuous year and have finalized our bylaws and standing rules. With this, we have outlined the rights, privileges, and responsibilities of all board members and all regular members. We have established a new set of rules to determine new members every year with the establishment of a board committee to go over applications every year. We have set a minimum and a maximum for membership and we have put in place standardized forms of communication notifying as many members as we could. We have established an hourly requirement per semester for all members and we established penalties for the failure to fulfill responsibilities. We have combined the Communications and Technology Department with the Community Outreach Department to create Communications and Outreach. We have established the Office of Historian with the primary goal being to manage social media and manage historical records and they now have a deputy. We have also changed the title of Chair to President. We officially became a 501(c)3 non-profit which means all donations are tax deductible. And, we have established a code of conduct that all members must sign in order to allow appropriate action to be taken without undo outside influence. We have begun drawing a sketch of future events and fundraisers. We have a set date for our next*

spring festival which should not be close to Easter this year nor in the Arkansas heat. Now, to go off a little report to say thank you to each of the members of the City Council for providing me the opportunities over the last two years. My term expires at the end of this month and Kenzie Green will take my place. Last year I was an inaugural member as Assistant Treasurer and now that I am President, I run this show. This has all been in thanks to you and I want to thank the Mayor for taking the initiative for allowing this organization to happen and City Council for allowing me and many others this opportunity. You have helped so many voices to be heard. Additionally, the Mayor allowed me as an intern in his office with the sole purpose of managing the MYAC in conjunction with Ms. Shelly Anderson. As a result of this, I and Ms. Shelly have put in hundreds of hours outside of normal hours into this organization and I had the great privilege of being taught lessons I will never forget. The Mayor has taught me in many ways how to be a leader and how to make difficult decisions and he has taught me how to view things from multiple points of view and he has treated me as an equal. Moving onto Ms. Shelly, being President has afforded me the opportunity of working closer with her. She is caring, nurturing, and kind. She has taught me how to take special circumstances into account, how to lead, and most importantly, how to be patient. I have come to think of her as a part of my family and as a result, I care for her very much and I cannot thank you all, Ms. Shelly, or the Mayor for all of the opportunities I've been afforded. Now, moving onto Community Outreach, our Director Ms. Julia Young was unable to make it with us today and she sent me her report saying Community Outreach has begun generating ideas to improve the MYAC social media presence through education opportunities such as speakers. We aim to further develop our social media following an enhanced interaction with local businesses and non-profit organizations. Thank you.

Gwendolyn Hutton – Hi everyone. I'm the Deputy Treasurer of the Mayor's Youth Advancement Council. I am happy to report that thanks to the City of Jonesboro and their help with our pink trashcans for breast cancer awareness projects, we currently have \$2,911.34. As a registered 501(c)3, we are required by law to be completely transparent with our books. Our profit and loss statements can be available to you at any time upon request. I would also like to take this time to say thank you to those who purchased the pink trashcan and to let those who have yet to do so, there are still more available. Thank you Mayor Copenhaver and to the City Council for all of your support and time.

Taylor Cunningham – Good evening. I am the Deputy Secretary of the Mayor's Youth Advancement Council. You have taken official meeting minutes of all board and membership meetings and we will be happy to make those available to you at any time upon request. Thank you Mayor Copenhaver and City Council for your time and support.

Judy Kim – Good evening. I am the parliamentarian of MYAC. As previously stated by our President Nathan Sammons, we have spent the year updating our bylaws to make them better fit the vision and the needs of MYAC. Our written bylaws can be made available to you at any time upon request. Thank you Mayor Copenhaver and the City Council for your time and support.

Isabella Hirsch – Good evening everyone. I am the Taskforce Department Deputy for the City Beautification. This year, the City Beautification Taskforce has begun the development of a community garden and park on the north side of Jonesboro to help the food crisis there. There is a food desert. We have also provided assistance to those in our community who have experienced breast cancer and by aiding them with yard work and raking of leaves. We also led the organization of our community spring fair this past April and we are hoping for this to be a yearly thing. Thank you again Mayor Copenhaver and City Council for your time and support this year.

*Dillinger Carr – Good evening. I am the Taskforce Department Deputy Director for Communications and Technology. The Communications and Technology Taskforce has helped bring MYAC to the public eye and in the process given its members experience with intricacies of graphic design and social media. I am very grateful to have been the leader of this Taskforce and grateful to the City of Jonesboro for providing this opportunity. Thank you Mayor Copenhaver and City Council for time and support.*

*Saira Mata Rodriguez - Good evening. I am the co-chair of the Taskforce for Diversity and Inclusion. This year, the Diversity and Inclusion Taskforce hosting a fiesta party for the Hispanic Center. Receiving shampoo and conditioner donations from Unilever. Next year's plans for Diversity and Inclusion is to host a cultural festival as well as free public health screenings. Thank you Mayor Copenhaver and City Council for your time and support.*

*Anna Claire Carter – Good evening. I am the Deputy Secretary. Tonight I am filling in for Aiydan Kattaviravong who is the Taskforce leader for Planning and Engineering. This year we worked for several city departments and branches of the MYAC who worked on developing the Jonesboro experience app as well as plans for events with other Taskforces in the entire MYAC. On behalf of Planning and Engineering, Aiden enrolled us in the ASTATE Innovative Thrown to the Wolves Competition. To which we were finalist and won money to develop our app. Moving forward, we plan to develop the app further as well as grow closer in relations with Jonesboro Commerce and Business. Thank you Mayor Copenhaver and the entire Council.*

*Karen Amora – Good evening. I am the Taskforce Department Director of Health and Safety. The MYAC Health and Safety Department deals with preventive health in the Jonesboro community through multiple community service projects. This year we were able to secure a large amount of hygiene products through donations to help people in need throughout Jonesboro. We also carried out a breast cancer awareness program in which we asked students to wear pink on Wednesday's in October. Even more, we have begun preparing for next year. We have plans for a healthy baking class to be carried out sometime in fall. The Health and Safety Division is ready and excited about next year. Thank you Mayor Copenhaver and City Council for your time.*

*Administrative Assistant to the Mayor Shelly Anderson said, she concludes the report from the Class of 2022-2023 Mayor's Youth Advancement Council. I also want to let you know that this represents thousands of volunteer hours that have been put forth in the City of Jonesboro and we want to thank you all for making that happen.*

*Mayor Copenhaver said, thank you. I am so proud of you all and I have seen many of you develop in the last several years and I am looking forward to the new members as well. But, I wish the seniors in particular, many of you all have already gone through graduation, the best of luck. This is your city. This is your future. We want you to participate in it. I appreciate you for standing up and wanting to be a part of this community. So, thank you again.*

**Read**

## **5. CONSENT AGENDA**

*Approval of the Consent Agenda*

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

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

**Absent:** 1 - LJ Bryant

[MIN-23:045](#)

MINUTES FOR THE CITY COUNCIL MEETING ON MAY 2, 2023

**Attachments:** [CC Minutes 05022023](#)

**This item was passed on the consent agenda.**

[RES-23:080](#)

A RESOLUTION BY THE CITY COUNCIL OF JONESBORO, ARKANSAS TO ACCEPT A PERMANENT CONSTRUCTION EASEMENT AT 2301 S CULBERHOUSE STREET FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING SIDEWALK IMPROVEMENTS

**Attachments:** [Permanent Construction Easement - 2301 S Culberhouse](#)

**This item was passed on the consent agenda.**

Enactment No: R-EN-104-2023

[RES-23:081](#)

A RESOLUTION BY THE CITY COUNCIL OF JONESBORO, ARKANSAS TO ACCEPT A PERMANENT CONSTRUCTION EASEMENT AT 1817 S CULBERHOUSE STREET FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING SIDEWALK IMPROVEMENTS

**Attachments:** [Permanent Construction Easement - 1817 S Culberhouse](#)

**This item was passed on the consent agenda.**

Enactment No: R-EN-105-2023

[RES-23:082](#)

A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO ALLOCATE FUNDS FOR ADDITIONAL STREET OVERLAYS AND AMEND THE CONTRACT WITH ATLAS ASPHALT, INC. FOR THE 2023 ASPHALT MILLING AND OVERLAYS SELECTED CITY STREETS PROJECT - JOB NO. 2023:02

**This item was passed on the consent agenda.**

Enactment No: R-EN-106-2023

[RES-23:084](#)

A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH BAILEY CONTRACTORS, INC.FOR THE RESTROOM AND CONCESSION STAND FOR JOE MACK CAMPBELL PARK (2023:11)

**Attachments:** [Bid Tab](#)  
[Contract Documents 2023 11](#)

**This item was passed on the consent agenda.**

Enactment No: R-EN-107-2023

[RES-23:086](#)

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS TO ACCEPT AND TO ENTER INTO AN AGREEMENT WITH THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION (FTA) FOR THE EXECUTION OF THE FY2020 SECTION 5339, FTA FORMULA GRANT, FOR THE JONESBORO ECONOMICAL TRANSIT SYSTEM (JET)

**This item was passed on the consent agenda.**

Enactment No: R-EN-108-2023

[RES-23:089](#)

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT WITH AXON GROUP, INC. TO PROVIDE ADDITIONAL EQUIPMENT AND SERVICES

**Attachments:**     [Jonesboro 31 BWC & TASER](#)

**This item was passed on the consent agenda.**

Enactment No: R-EN-109-2023

[RES-23:090](#)

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT WITH AXON GROUP, INC. TO PROVIDE ADDITIONAL EQUIPMENT AND SERVICES

**Attachments:**     [Jonesboro Updated Quote - 8BWC](#)

**This item was passed on the consent agenda.**

Enactment No: R-EN-110-2023

*RESOLUTIONS REMOVED FROM THE CONSENT AGENDA*

[RES-23:072](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO CONDEMN PROPERTY LOCATED AT: 413 Parkview St. Jonesboro, AR 72401; Parcel #: 01-144302-18300; OWNER: Sandhill Property Management, LLC

**Attachments:**     [413 Parkview Certified Notice of Violation](#)  
[413 Parkview Inspection Report](#)  
[413 Parkview Map](#)  
[413 Parkview Returned Signature Card for Notice of Violation](#)  
[WIN\\_20221202\\_12\\_28\\_59\\_Pro](#)  
[WIN\\_20221202\\_12\\_29\\_34\\_Pro](#)  
[WIN\\_20221202\\_12\\_29\\_37\\_Pro](#)  
[WIN\\_20221202\\_12\\_30\\_43\\_Pro](#)  
[WIN\\_20221202\\_12\\_31\\_11\\_Pro](#)  
[WIN\\_20221202\\_12\\_31\\_31\\_Pro](#)

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

**Absent:** 1 - LJ Bryant

Enactment No: R-EN-111-2023

[RES-23:073](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO CONDEMN PROPERTY LOCATED AT: 1907 Irby St. Jonesboro, AR 72401; Parcel #: 01-144223-08200; OWNER: Robert P. & Agnes M Cowles

**Attachments:**

[1907 Irby Certified Notice of Violation](#)

[1907 Irby Inspection Report](#)

[1907 Irby Map](#)

[1907 Irby Returned Signiture Card for Notice of Violation](#)

[WIN\\_20220824\\_09\\_45\\_38\\_Pro](#)

[WIN\\_20220824\\_09\\_45\\_51\\_Pro](#)

[WIN\\_20220824\\_09\\_46\\_05\\_Pro](#)

[WIN\\_20220824\\_09\\_46\\_25\\_Pro](#)

[WIN\\_20220824\\_09\\_46\\_30\\_Pro](#)

[WIN\\_20220824\\_09\\_51\\_23\\_Pro](#)

[WIN\\_20220824\\_09\\_51\\_44\\_Pro](#)

*Councilmember Chris Gibson motioned, seconded by Councilmember Brian Emison, to adopt RES-23:073. Councilmember Chris Moore motioned to postpone temporary until the second meeting in June. He said, I got with Officer Roper. They have made significant progress on this and he anticipates they will have it cleaned up maybe one day next week. Councilmember Dr. Charles Coleman seconded the motion. Councilmember Chris Gibson stated, I will withdraw my motion. All voted aye.*

*The wrong date was originally noted as June 19, 2023. Councilmember Chris Moore motioned, seconded by Councilmember Chris Gibson, to amend the date to June 20, 2023. All voted aye.*

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

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

**Absent:** 1 - LJ Bryant

[RES-23:074](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO CONDEMN PROPERTY LOCATED AT: 2034 N. Church St. Jonesboro, AR 72401; Parcel #: 01-144071-01800; OWNER: Patricia Hanks & Paul & Cherrie Kassen

**Attachments:** [2034 N Church Certified Notice of Violation](#)  
[2034 N Church Inspection Report](#)  
[2034 N Church Map](#)  
[2034 N Church Returned Signature Card for Notice of Violation](#)  
[WIN 20220901 09 00 22 Pro](#)  
[WIN 20220901 09 02 22 Pro](#)  
[WIN 20220901 09 03 05 Pro](#)  
[WIN 20220901 09 03 28 Pro](#)  
[WIN 20220901 09 03 42 Pro](#)

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

**Absent:** 1 - LJ Bryant

Enactment No: R-EN-112-2023

[RES-23:085](#)

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF JONESBORO, ARKANSAS TO UTILIZE FEDERAL-AID RECREATIONAL TRAIL PROGRAM (RTP) FUNDS; AND, AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY23 RECREATIONAL TRAIL PROGRAM (RTP) THROUGH THE ARKANSAS DEPARTMENT OF TRANSPORTATION

**Attachments:** [RES-23.085 Budget Attachment1](#)  
[RES-23.085 Budget Attachment2](#)

*Mayor Harold Copenhaver said, Council, before we have discussion, I heard discussion in the previous meeting last week and there were several questions on this grant. So, I have asked Regina Burkett to come forward. I think she will be able to address some of those questions for the general public and for Council. Community Development and Grants Coordinator Regina Burkett said, I want to go ahead and address this resolution and the next one. It is the RTP grant and the TAP grant. So, the RTP grant is one that we are applying for to assist the city in budgeting for different projects throughout the city. The one that we have picked this time is the soft surface trail at Lacy Park. Several of our schools here already use this space at Lacy Park for the purpose of training their teams. We also have several that already walk and use this trail as pedestrian for exercise and different things like that. The project instills a healthy, active lifestyle in the community and by the youth, encouraging more events and competition for these sports that will bring economic development to our area if we bring in other schools for the cross country teams. And, with the TAP grant, is one that we are applying for the Culberhouse Trail and that will connect Craighead Forest. The city is currently vehicle dependent and that main roadway to Craighead Forest and Culberhouse Street. That area has no pedestrian infrastructure. Therefore, this grant will contribute to the city's long-term goals and objectives of making Jonesboro more pedestrian friendly, community and accessing key destinations using different forms of transportation. I also want everyone to know that we are just applying for this grant. We have not been awarded the grant. If we are awarded the grant, at any time, you do not have to accept any grant or we can accept it and move forward with these projects. That would be left up to the City Council because anything we do before we spend any money, it comes to City Council. This is just to apply and then if we are awarded the grant, we bring it*



back to be accepted. Mayor Copenhaver asked, are there any questions from Council? Councilmember John Street said, on the second one, we haven't read the second one yet Mayor. Mayor Copenhaver said, we have not read the second one. Councilmember Street said, we have a motion and a second on the floor for the first one. Mayor Copenhaver said, yes sir. Any discussion on that Council? I see none. Anyone in the audience? If you would, please cast your ballot then Council. All present voted aye.

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

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

**Absent:** 1 - LJ Bryant

Enactment No: R-EN-113-2023

[RES-23:088](#)

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF JONESBORO, ARKANSAS TO UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDS; AND, AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY23 TRANSPORTATION ALTERNATIVES PROGRAM (TAP) THROUGH THE ARKANSAS DEPARTMENT OF TRANSPORTATION

**Attachments:**      [RES-23.088 Project-Cost-Estimate-Sheet1](#)  
                                  [RES-23.088 Project-Cost-Estimate-Sheet2](#)

*Councilmember John Street said, Mayor, I would like to ask where that \$1,146,320.42 would come from or do you intend to produce that through continued applications through the TAP grant. Mayor Harold Copenhaver said, and, as we have addressed before on the Creath Street application, I think you all are aware that, that process started in 2018 and it has taken us multiple projects to get that through to the point to now we have the actual construction bid going out and it is basically five years later. This would be funded through additional grant opportunity applications and of course, then we would see, accordingly as well, what our gross revenue proceeds would be throughout the year to see if there is opportunity there. So, I think you know we look at it in multiple areas of what the opportunity provides us, but, at this point, it would be additional grant application requests. Community Development and Grants Director Regina Burkett said, and we may have other grants besides the TAP Grant that we will be looking into to finish this project. But, it usually takes 3-4 years even if we are in a hurry to get everything done. So, that gives you time each year to apply for different funding methods to finish the project out.*

*Councilmember Dr. Anthony Coleman said, thank you Mayor and thank you Regina for a great presentation. So, in Finance and Administration, just a couple of questions I was asking, I was hoping to hear that today that this particular project, was it a part of the, I know we have always talked about One Jonesboro and the other plans, was this a part of the plan? If so, where are we? How does it fit into the plan and that type of thing? That is what I would like to hear and I think other councilmembers would like to hear that too. Ms. Burkett said, well, I can address the One Jonesboro Master Connectivity Plan. The RAISE Grant is what we worked on for the north section of that grant for the last three years. As you know, we applied for a regional grant this time, but it also covers only the north section. We have not touched the south section yet. This plan is in your Master Street Plan.*

*Councilmember Joe Hafner said, if I recall correctly, I think in the One Jonesboro*

*Plan, there was a pedestrian way to Craighead. It wasn't necessarily this. But, I think one thing that has been in development since we adopted One Jonesboro is Southern Hills. It is my understanding that Southern Hills will have bike pathways and a pedestrian infrastructure and part of this plan is to tie in with that. So, while it may not necessarily have been a part of One Jonesboro, a pedestrian route was considered and this is just a new development since we adopted One Jonesboro. I mean, I think it makes sense to tie into it because this will give cyclists and pedestrians a way to Southwest Drive too.*

*Councilmember David McClain said, I have a couple of questions. So, I want to make sure we are following, I guess this is in the Master Street Plan is what I am hearing. Okay, so I want to make sure that it is the Master Street Plan and not the One Jonesboro Plan. Is that what we are using going forward and using to make our determination for other trails or are we using both or how are we? Ms. Burkett said, we will be amending the One Jonesboro Connectivity for this trail because at the time, as Joe mentioned, the development was not in that One Jonesboro Master Plan, the One Jonesboro Master Connectivity Plan. So, therefore, we will have to make some adjustments to the One Jonesboro Plan on the southern loop of that. So, as we move forward, yes, we will have to use this instead of the way that we have it right now. Mayor Copenhaver said, I think too, the progress of the community so we make adjustments as we go along with that. But, this was designed and passed by the Council in 2018 I believe. On trying to stay as close as we can with that. And, in accordance with the RAISE Grant application that we have partnered with, with Paragould and Brookland, our portion of that would be about \$16 million if we were to receive that and that would reflect basically on the north side of Jonesboro connecting east and west and north of the City of Jonesboro. And, in the process, you have to look at an overall Trail Plan, which we are now doing as well as a Master Plan, for our trails is the connecting of the second largest park in the state of Arkansas in which we have over 200,000 visitors approximately a year and that is growing. So, how do we utilize our resources in the direction from the center out, and this is part of that process.*

*Councilmember McClain said, I have got a couple of more questions. So, I want to make sure. Again, so you just mentioned that we had, we worked, I know the Parks Department is working on a Master Plan. Are we getting ready to work on a separate bike plan? Mayor Copenhaver said, no. Councilmember McClain said, okay. All right, so we have got One Jonesboro and we have had other plans in the past. We have got the Master Street Plan. Where are we as far as Trail Coordinator? I think that would help us in terms of connecting all of these things and would help give us some clarity on where we are going. I feel like we have, I think Mr. Street pointed out in Finance, it seems like we have got a trail here, a trail here, but where are we connecting to because they are not in the current plans we have adopted? I would like to know that. That would give me a little more peace about continuing to look at different parts of our city instead of following the plan. I feel like we are not following where we have said we want to go. So, where are we headed and do we have anyone lined up to help us get there? Mayor Copenhaver said, at this point, we have not filled that position yet. Danny, do you want to come forward with where we are in the process of that? And, as you are well aware Councilman, we are trying to fill those holes that have been there for a long period of time. That includes our sidewalks. We are making advancements in connecting our sidewalks that we had gaps in and many things as well. So, this is just one of the processes.*

*Parks and Recreation Director Danny Kapales said, I know when you look at that position, I know Craig has been a part of that, actually probably the main part of trying to hire that position. And, just trying to get somebody to actually apply for the position that we are looking for has been pretty difficult. We have reached out to other Parks*

*in the state and other folks trying to pull people in and that has been a chore. That has been a battle to get the right person for that spot. But, to try to touch on Trail Coordinator, I really do believe that we are in process constantly looking at these trails, the plan. And, you know, when you talk about following the plan, if you look, if you look at Creath, what we are doing right now, if you go back to the plan, that is exactly where the plan said to start. We started on Creath. We are building on Creath. And, with us doing the Bridge NEA, that is going to take the whole north section. So, when you start looking at other grant opportunities, which you have got to look at is, okay, where is the next piece? If we get that grant that covers the north half of that plan, where is the next section? Well, Craighead Forest. If you look at the plan as a whole, it doesn't say that you are going to be specifically on this road when you look at that plan. When you open up the Jonesboro Connectivity Plan that you all passed in 2018, it doesn't say specifically, all of those trails on which they are going to be. They were highlighted. They were raised up trails and then you have to dig down and get down in the trail. Even with this Creath trail, it said Creath to a certain point, and then we had to develop it the rest of the way. So, each section has to get, as we develop, we have to get a little bit deeper into that section. That is why it has taken a while just to get the money. It has taken a while to get the plan in place. It has taken design. It has taken acquiring the property. So, there has been a lot of processes in that timeframe to get these things done. And, it is not just one person that gets it done. It is a whole group right here in the city that takes care of that. And, I would love to be able to say and explain any of those details to you all anytime you want to. Absolutely, I will open the book up and show you why we think certain ways when we look at the trail system. But, connecting the trail system downtown to Craighead Forest so that you can get their on a bicycle or jog down there is huge. That is a big piece for Jonesboro. And, as you all have said, having the new development right there off of Southwest Drive coming in, that was just a big asset for us to be able to not have to worry about us building. We just tie into it. That takes off quite a few, let's just say feet, of the trail that we will not have to worry about building that we will be able to tie right into.*

*Councilmember McClain said, we keep referencing the plan and I want to read where because I am looking at the One Jonesboro Plan and it has a connection to downtown to the Earl Bell, Jonesboro High School using Higginbotham Creek to Home Depot. So, I am trying to again, I want to make sure that I am understanding which direction we are headed or which direction we plan to go in. Mr. Kapales, said, absolutely. And, when you look at that trail, that would have been great and it is still a possibility. Even a possibility for soft surface down the road along Higginbotham Creek. But, when you really get to looking at I-555, how do you get over or under I-555 in the best way? Well, right now, if we want to get over it, we have to use our inventory that we currently have. Councilmember McClain said, so, our plan, again, is says using the plan proposed an elevated crossing at East Highland Drive and a connection under I-555 utilizing new culverts installed adjacent to the existing culverts. So, it seems like we having something. Our mind is heading in that direction, I just want to know if we are going in that direction and if we are, stick with the plan and work the plan. But, if now, we are saying we are doing a different plan, I think that is where the confusion is coming in for me. Mr. Kapales said, yes. I think if you continue to look at that, if you actually flip through the pages, then you will see the spider web of trails because there is not just that wheel with those few spokes, there is actually a spider web of trails throughout that plan. This is part of that spider web of trails. Councilmember McClain said, okay. Mr. Kapales said, yeah, I think that as you dig into that, Jonesboro is not just about a couple of trails that we are looking at building. It is about connecting. That is why originally it was called the Jonesboro Connectivity Trail Plan and is about connecting all of Jonesboro as far as our sidewalks, as far as side paths, as far as building these flyovers. And, we know these flyovers are extremely expensive and right now we don't have a way to pay for the*

flyovers. We are looking at the one over here, it could potentially be \$7-\$9 million to get over the railroad tracks. Well, if we are looking at the one to get over Highland Drive right now, I would say that it would probably be at least half of that, maybe a little bit more than that. That doesn't make sense at the moment. So, what would be the easiest way for us to get from downtown to Craighead Forest? Well, let's follow a pathway that we have. Culberhouse was a pathway to get from Jonesboro High School all the way to Craighead. And, that gets us a great start for getting folks from the middle of town to Craighead Forest. And, then as we continue to get our trails in place and the opportunities still arise, especially if we get another grant, we get another opportunity to build a flyover, I think a flyover would be wonderful over I-555. I don't know if going under I-555 is ever going to be an opportunity at this point. I don't know if we will ever be able to dig under that highway at this point, but a flyover would be great to get over as a designated bikeway and walkway. But, I think using what we have and right now that would be a side path getting over Southwest Drive, over 49, a safe spot to get over that is already currently built.

Councilmember Hafner said, when the One Jonesboro Plan was being talked about, I believe there were two groups that were kind of like the Steering Committee and Advisory Group. Those groups haven't met in a while. I would like to request that a meeting get called here in the next few weeks to get those groups back together and just kind of get an update on where we are and where we are headed. And, we can talk about the Trail Coordinator and stuff like that. We passed that in 2018 and it is now 2023, it's been years since we have met. There are a lot of good people on those committees. I would like to request that meeting be set up please.

Councilmember Dr. Anthony Coleman said, this is not necessarily a question, but I appreciate you for the open door policy that you have in your administration Mayor. And, I just wanted to say thank you for allowing us to ask these questions and then being able to address that with you even beyond this. But, I want to say something that I think is imperative that while we are talking and discussing, I used the term the other day of fluid transparency is the key because sometimes we just kind of when you throw a resolution or you throw this at us and we don't know how this fits in the plan, then I think that if we continue with some updates and transparency with where we are, what we are doing, and so forth, they won't be as confused with where you are with the plan in that regard. So, that is my spill, so thank you. Mayor Copenhaver said, thank you.

Councilmember Street said, I would like to ask, I know we have got the Master Parks Plan that is coming up. We've got all of these trails, a lot of other plans, I would like to have some idea of how much we are going to spend on these or budget on these annually. And, that I would implore you to not totally abandon the other priority needs of the city for strictly trails and paths and things. They are all great. But, we have a lot of neighborhoods that need parks. We have a lot of neighborhoods that need swimming pools and various other things. So, I would hope that each need got a percentage of our budget as we move along with this development plan. Mayor Copenhaver said, absolutely and Councilman Street, we are addressing all of those to which you have talked about. We will be presenting within the next month, probably the first part of July, plans for additional parks, plans for additional advancements in the community that address all parts of the community, but also with safety. Also, with as we are seeing today, overlays, sidewalks, safety for our community, but yes, everything is on the table. Trust me. We are well aware of that.

Councilmember Hafner said, today I was looking back at the Capital Improvement budget for this year and there is a total of \$11.7 million in Capital Improvements. And, that is all of the parks, street overlays, sidewalks, drainage projects, etc. Of that \$11.7 million, about \$2 million of it is the University Heights Trail and the Downtown

to ASTATE. So, 83% of the Capital Improvement budget is for other things other than this. Mayor Copenhaver said, yes sir, that is correct.

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

**Aye:** 9 - Brian Emison;Chris Moore;Chris Gibson;Joe Hafner;Mitch Johnson;Anthony Coleman;Janice Porter;Charles Coleman and Ann Williams

**Nay:** 2 - David McClain and John Street

**Absent:** 1 - LJ Bryant

Enactment No: R-EN-114-2023

## 6. NEW BUSINESS

### ORDINANCES ON FIRST READING

#### [ORD-23:021](#)

AN ORDINANCE TO UPDATE CITY OF JONESBORO PURCHASING GUIDELINES TO REFLECT AMENDMENT TO STATE OF ARKANSAS LEGISLATIVE PURCHASING PROCEDURES

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

*Councilmember John Street motioned, seconded by Councilmember Brian Emison, to suspend the rules and offer ORD-23:021 by title only. All voted aye.*

**Held at one reading**

#### [ORD-23:022](#)

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

*Councilmember John Street motioned, seconded by Councilmember Chris Moore, to suspend the rules and offer ORD-23:022 by title only. All voted aye.*

**Held at one reading**

#### [ORD-23:023](#)

AN ORDINANCE TO REPEAL AND REPLACE SECTIONS OF THE DOWNTOWN JONESBORO DEVELOPMENT CODE (DJDC) IN THE CITY OF JONESBORO

**Attachments:** [Exhibit A](#)  
[Exhibit B](#)

*Councilmember John Street motioned, seconded by Councilmember Brian Emison, to suspend the rules and offer ORD-23:023 by title only. All voted aye.*

*Councilmember Chris Moore said, Mayor, I have one question. I have looked at both of the exhibits on that and could Derrel just give us an update? Are we just changing the setbacks? Is that the primary? Mayor Copenhaver asked if Derrel would come forward. Councilmember Moore said, if you will just give me the highlight Derrel of what we are doing. Planning Director Derrel Smith said, what we are changing is in the neighborhood transition. The residential code right now shows that everything has to have 12 foot ceilings on the bottom floor. We are dropping that down to 10 ½ feet. The other thing is we are allowing financial institutions to have a drive thru*

where right now, there are no drive thru allowed for a bank in the downtown code so we are allowing for a drive thru. Those are the changes that we made. Mayor Copenhagen said, and that is limited as well on that drive thru. Mr. Smith said, that is correct. Councilmember Moore said, that is all I have Mr. Mayor. Mayor Copenhagen said, thank you Councilman.

Allison McDaniel, representing Signature Bank, said, good evening Mayor Copenhagen and members of the City Council. I am here on behalf of Signature Bank of Arkansas in regards to this proposed amendment. Signature Bank made its home in downtown Jonesboro in February of 2022. Our goal from the get go was to be part of downtown Jonesboro and help with its continued revitalization. We hope to do so with the construction of a permanent location in the 500 block of East Washington. Unfortunately, this overlay restriction in question, created an unexpected delay for us in getting this multimillion dollar project underway. If you have driven down Washington in recent days, you have noticed some big changes have taken place. But, making it our permanent home is contingent on the passage of this amendment. At this time, I would like to ask for your consideration in the waiving of the second reading of this amendment. Thank you.

Councilmember John Street motioned, seconded by Chris Gibson, to suspend the rules and waive the second reading. All voted aye.

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

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

**Absent:** 1 - LJ Bryant

## **7. UNFINISHED BUSINESS**

### *ORDINANCES ON SECOND READING*

[ORD-23:024](#)

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO C-3, LUO FOR PROPERTY LOCATED AT 200 ROYALE DRIVE AS REQUESTED BY HORIZON LAND SURVEYING ON BEHALF OF CURTNER ASSET MANAGEMENT

**Attachments:**    [Application](#)  
                               [Certified Receipts](#)  
                               [Plat](#)  
                               [Staff Summary - C.C.](#)

**Held at second reading**

### *ORDINANCES ON THIRD READING*

[ORD-23:016](#)

AN ORDINANCE ACCEPTING THE ANNEXATION OF CERTAIN TERRITORY TO THE CITY OF JONESBORO, ARKANSAS AND FOR OTHER PURPOSES

**Attachments:** [CO-2023-1 \(ORDER\)](#)  
[CO-2023-1 hearing minutes](#)  
[overhead view close up](#)  
[overhead view](#)  
[Petition](#)  
[Checklist](#)  
[Chief Hamrick email](#)  
[CityAttorneyResponse 04062023](#)  
[ORDINANCE of ANNEXATION](#)  
[ORDINANCE of ANNEXATION](#)  
[Handouts Annexation 05162023](#)

*Councilmember Chris Moore said, I would like to reiterate my same objection that I had at the committee meeting. Jonesboro currently has 80 square miles of property and 80,000 residents. I was elected to do what is in the best interest of the City of Jonesboro. I saw no benefit to the City of Jonesboro to annex this property, quite the contrary. If you review the plat maps, that is a straight line down Old Greensboro Road. This will actually create a bump out. So, I would ask the Council to deny.*

*Councilmember Dr. Anthony Coleman said, I have a question. I don't know if this is for you or Ms. Duncan. I would just like to read a portion of Ms. Duncan's letter and I want to know if this was even done because I wasn't here on the first reading. But, in her email, she said, I would say that, and this is according to this annexation, I would say that we should amend the ordinance to state what zoning the property will be should the annexation be approved. That can be done by amendment at the first reading. And, so I don't remember reading any of that or hearing any of that, nor discussing about the zoning of the property or anything like that. Councilmember Joe Hafner said, we did. Councilmember Chris Gibson said, it was amended. Ms. Duncan said, it happened and I am going to double check. Councilmember Hafner said, it was R-1. Councilmember John Street said, if I may, R-1. Ms. Duncan said, yes. Councilmember Gibson said, I submitted it. Councilmember Dr. Anthony Coleman said, thank you. That was all I had. Mayor Copenhagen said, thank you Councilman.*

*Jim Gramling, Gramling Law Firm, 2500 Alexander Drive, said, I represent James Turner, his wife Brandy, Jameson William Turner. I have some items to hand out. So, this is to annex property at 1642 Highway 351. What I passed out are three different aerial photos. One, this first one, is sort of a birds eye view and I have circled in black where the property is. So, you can see that this is on 351 and everything else, all of the residences, you can see Scotchwood and Sage Meadows, everything else to the east of 351 is in the City of Jonesboro, but this house. It is the only house that is east of 351, up through Sage Meadows, that is not in the City of Jonesboro. If you go to the second picture, this shows you the little sliver right there where the highway goes, that is where this property is. The third photo is a close up that shows my client's house. That is the only residence in this little strip. And, so, this annexation would help clarify, in my opinion, the boundary, the natural boundary of Highway 351. Everything else out there to the east of 351 is in the City of Jonesboro. Yet, you have this one house, this one acre, that sits there that is county. And, one big problem with that is fire. Right now, if the Turner's had a fire, they would have to rely on the City of Brookland. That may take 30 minutes, who knows how long. By that time, their house may be destroyed and people might get hurt, who knows. We have met with Chief Hamrick. He has no objection to this. His email is part of the record on Legistar. He said, it will not pose any undue burden on the Fire Department for providing emergency services. The Fire Department already responds to property surrounding the Turner's. Across the street is church and commercial area, but everything else*

around this is city property. We also spoke with City Water & Light representatives and they have already got infrastructure in place that goes out to Scotchwood and to Sage Meadows. And, in fact, the Turner's have a City Water & Light pole in their yard as we speak. So, I think this application meets all of the requirements of the Arkansas Code for Annexation. This was passed by Judge Day and the county. What I will say in response to objections, I certainly agree with the opinion of our City Attorney. The last annexation I was able to find was in 2016 when we did 20 acres in Sage Meadows which would create a heck of a lot more burden on the city and increase the footprint of the city than 1 acre and 1 family would. Before that, we did the fairgrounds in 2012, I think and then we did 186 acres by Farville Curve in 2011. Both of those extended the footprint of the city. This does not effectively extend the footprint of the city because you have property well to the north and east that is already city property. And, as I think that, as far as this creating any precedent, I would wholeheartedly, agree with the opinion of our city attorney that each case is looked at on a case by case basis. The standard on appeal is arbitrary and capricious. That is the most deferential standard that a court would be faced with. Any difference would be enough for this body to hang its hat on to meet the burden of arbitrary and capricious. And, if I can cite case law to you on the heavy burden of arbitrary and capricious, I will describe one case. The City of Little Rock vs. Breeding in which there was a rezoning application that was next to some commercial property and another applicant had the same situation and got denied. He appealed and said, well, my property is next to commercial property just like his and the court said, no, that's not how it works. Each case is on its own facts. It is a case by case basis. In cases involving an ordinance, I am quoting here from Murphy vs. City of West Memphis, the burden of proof is elevated and there must be clear and satisfactory proof that the action of the City Council is unreasonable and arbitrary. So, I am before you, this body, a lot on rezonings and sometimes they pass and sometimes they don't. And, if they don't, I tell my client I am sorry, I did the best I can. But, I will tell you what I told the Public Works, this is about more than just me. This is about my client's safety. We have already had the Fire Department saying, they have got no problem. It is not a burden. They already go out past this property to go to Scotchwood and Sage Meadows. God forbid, there is a fire at their house, they have got a big problem. This is about their very safety and I would ask you to pass this annexation.

Councilmember Chris Moore said, counselor, while I appreciate the fact that you are not concerned about extending the scope of the Fire Department, the Police Department, or the Sanitation that will have to pick up their trash and the mosquito control that will have to provide services, I appreciate you not thinking that is a burden. Can you state for the record because you have obviously studied this and you represent your clients, could you tell us one advantage that the city would have to annex this property? Mr. Gramling said, two things Councilman Moore. First of all, I did not say that it would not be a burden. Councilmember Moore said, well, you stated that the Fire Department, though, told you it was not and I am sure that you took into consideration the Police, the Sanitation, and the mosquito control also. Mr. Gramling said, I quoted the Fire Chief. I quoted Chief Hamrick's email. I did not say it would not be a burden. There is no annexation that is going to be a boom to the city. Councilmember Moore said, that is not true. The fairgrounds were actually quite the boom because as you know we fund the city with a one cent sales tax. So, by annexing the property out on Clinton School Road and moving the fairgrounds there, it was a huge boom. It probably accounts for several hundred thousand dollars in additional revenue. Mr. Gramling said, 186 acres on Farville Curve, a 2016 annexation of 20 acres out at Sage Meadows, all that did was create a burden. Councilmember Moore said, it straightened up the boundaries on at least one of those. And, I will argue the other was and you are actually disrupting the straight line boundary right there. Mr. Gramling said, the boundary as created is a section line.



*Nobody can see a section line. People can see the highway. That is a natural boundary. Every other house, every other residence, until you get past Sage Meadows east of 351 is in the city except for this one. So, if the standard for annexation is that is somehow has to benefit the city, then nothing would ever get annexed but commercial property.*

*Councilmember Moore said, we have got 80 square miles, approximately 35% of which is undeveloped. If we didn't annex any more in the next 25 years, I would say that would probably be an advantage to the city. Mr. Gramling stated, I would also say that in my search for previous annexations, I found 2016 and I found the fairgrounds in Farville in 2011-2012. So, it is not like we have had a spate of annexation requests. And, I don't think there is any reason or any evidence before the Council to suggest that there will be. Councilmember Moore said, well, it just concerns me that we annex one person's residential property. I mean, all of the other cases were large properties that had extenuating circumstances. The only extenuating circumstance here, and I understand your client doesn't like the quality of service they have from the Brookland Fire Department, but we don't oversee the Brookland Fire Department. Mr. Gramling said, it is not a matter of not liking the quality of service. Councilmember Moore said, well, that was the only reason that you gave at the committee meeting. Mr. Gramling stated, I said that this would also create an imbalance... Councilmember Moore interjected stating, that was the only reason when I asked at the committee meeting and that was their concern over Public Safety due to the fact that it was going to take 30 minutes for the Brookland Fire Department to get there. Mr. Gramling said, well, and I think that is a legitimate reason. But, I also think that another good reason is to make the city limit boundary conform to the natural topography which is Highway 351. And, if you are talking about annexing one versus twenty acres, I am guessing that there would be a lot of people of here with a lot harsher things to say to me if I were trying to annex 20 acres that was going to have 40 homes on it and require trash and fire and sanitation to 40 homes on the outskirts of Jonesboro rather than one home that is already on the route that all of these services are already taking.*

*Councilmember Joe Hafner said, I have one question. I know that I have called Mr. Roper about a couple of businesses that I would have thought were in the city limits, but they weren't and so there was nothing that we could do about the condition of the property as far as tires and grass and stuff like that. I mean, would one benefit to the city, like right now, if they decided, hey I am going to let my grass grow and we are going to start storing tires here, there is nothing that we can do to keep their property cleaned up right? Mayor Copenhaver said, right. Councilmember Hafner asked, would one benefit be we have some control over the appearance of their property? Mr. Gramling said, that is correct and that is in the ordinance.*

*Councilmember Janice Porter asked, would I be correct to assume that their property taxes will increase? Councilmember Moore stated, there is no property tax advantages to the City of Jonesboro on residential property. We waived that in exchange for the one cent sales tax. That is what I am saying. There is not one single advantage for us to expand our footprint.*

*Councilmember David McClain said, I have one question. So, I want to understand. So, right now, sanitation drives to Sage Meadows and drives right past. Police call in Sage Meadows and they drive right past. Fire call and they drive right past. Mr. Gramling said, that is correct. Councilmember McClain said, thank you.*

**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:** 9 - Brian Emison;Chris Gibson;David McClain;Joe Hafner;Mitch Johnson;Janice Porter;John Street;Charles Coleman and Ann Williams

**Nay:** 2 - Chris Moore and Anthony Coleman

**Absent:** 1 - LJ Bryant

Enactment No: O-EN-020-2023

[ORD-23:018](#)

AN ORDINANCE ADOPTED PURSUANT TO ACT 1112 OF 2017, AND APPLICABLE ABC REGULATIONS APPROVING THE RESTAURANT PRIVATE CLUB APPLICATION OF KPOT JONESBORO, INC. AT 2312 E. PARKER ROAD, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS

**Attachments:**     [KPOT Jonesboro Inc. Application\\_Redacted](#)  
                                  [Publication Receipt](#)

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

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

**Absent:** 1 - LJ Bryant

Enactment No: O-EN-021-2023

[ORD-23:019](#)

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1, SINGLE-FAMILY LOW DENSITY TO RS-8, SINGLE-FAMILY RESIDENTIAL DISTRICT FOR PROPERTY LOCATED ON WIMPY LANE

**Attachments:**     [Application](#)  
                                  [Certified Mail Receipts](#)  
                                  [Rezoning Plat](#)  
                                  [Staff Summary - C.C.](#)  
                                  [Publication Receipt](#)

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

**Aye:** 9 - Brian Emison;Chris Moore;Chris Gibson;David McClain;Joe Hafner;Anthony Coleman;John Street;Charles Coleman and Ann Williams

**Nay:** 2 - Mitch Johnson and Janice Porter

**Absent:** 1 - LJ Bryant

Enactment No: O-EN-022-2023

[ORD-23:020](#)

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO C-3 LUO FOR PROPERTY LOCATED AT THE INTERSECTION OF SOUTH CARAWAY ROAD AND STADIUM BOULEVARD AS REQUESTED BY WESCOTT ENTERPRISES, LLC

**Attachments:**     [Application](#)  
                              [Certified Letters](#)  
                              [Rezoning Plat](#)  
                              [Staff Summary - C.C.](#)

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

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

**Absent:** 1 - LJ Bryant

Enactment No: O-EN-023-2023

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

*Mayor Harold Copenhaver reported on the following:*

*In the Mayor's Report, you will see the Financial Statement Overview.*

*We have had a lot going on and this is coming to the summer months ahead of us. I know school is ending and we have had graduations. Today, we had the Guardians of the Flame Law Enforcement Torch Run for Special Olympians here in Jonesboro. Officers from JPD and the Fire Department participated in this important fundraiser that sponsors Special Olympians around the state. Jonesboro Special Olympians do a great job representing us on the state level and sometimes the national stage. I am always proud to be around them. I am also proud of our First Responders who took time to bring special attention to this event that is an important fundraiser for Special Olympics Arkansas. They so their dedication to our city and people and always extend the ways beyond their jobs. As usual, the finish line was at Centennial Bank on Red Wolf and Highland. The bank workers cooked and served all participants. They and other businesses supporting our Special Olympians are very important and show the heart of our great city and community.*

*It's that time once again. We are coming around to the Jonesboro Pool Center and hopefully if all plans go well, we will see the opening on Memorial Day. We are about to get there. We have several things that are occurring at the facility and hopefully our plans and the weather conditions will make it doable to where Memorial Day will be the opening as usual.*

*This past weekend, I spent several hours out at our Softball and Soccer and Baseball facility. I don't know if many of you all realize that we have rugby. Did you all realize that we have Youth Rugby? I had no idea. It is quite enjoyable to watch and participate and these are young kids age 5 and above participating in Rugby. I wish we had that when I was around. We had over 200 teams playing soccer, baseball, softball, and rugby in our Parks this past weekend. I want to say congratulations to our Parks Committee who accommodated everybody in one day of activities on Saturday so everybody could enjoy their Mother's Day home on Sunday. I commend them for their work and I want everyone to realize the impact that they are bringing as many teams come to Jonesboro. This is not only a quality of life, but it is supporting so many of our local businesses and yes, our tax base. I credit all who participated and their hard work and our volunteers in the Parks Department for the success that weekends like this mean to our city.*

*In the past week, I have toured two of our premier factories in the Industrial Park. The thought that I came away with was that Post Consumer Brands and Crane Composites in Jonesboro are vital parts of our community and their companies mean a whole lot to our city and our Industrial plan. These plants are among the best in their respective fields. I watched Crane Composites receive a state award for workplace safety. They also received the top award, the only one in the State of Arkansas, a gold label. So, we were very proud of them. It is a gold standard and that was the highest potential. The Governor's Liaison came up to present them with that award. Post Factory, as well, we got to taste and see the processing of the facility there for, I think today was, what was it today Tony? What cereal was it today? Chief Operations Director Tony Thomas said, it was Cocoa Pebbles and Honey Bunches of Oats. Mayor Copenhaver said, there we go. I knew Tony would know because we had a taste testing. But, it is very imperative to see. They supply 203 jobs, but more importantly, it provides us the ability to organize and prepare our youth for opportunities that are right here in Jonesboro. There are good paying jobs. Many of these employees have been there 15-20 years and they continue to live in this community. And, so, I am very proud of what they have done.*

*Another part of which we received good news this past Friday from Gary Vernon who is Director of Trail Innovation at the Runway Group in Northwest Arkansas. Council, if you will remember, two years ago we requested \$250,000 on the soft surface trail at Craighead Forest. This past year, we also did another \$250,000 in hopes that we would receive additional funding mechanism from Northwest Arkansas. It has been talked about for a lot of years. We received Friday, an additional fund of \$301,000 to help match what we have out at Craighead Forest. This is a big step for us, folks, and I am very proud. Craig Light wrote the grant request and it was approved. So, again, this is now providing us \$800,000 in funding. And, because of our initial investment, we are seeing return of other individual organizations then participate in our community.*

*At the request of the Stormwater Management Board, I am working with ARDOT's Brad Smithee, on a couple of drainage and developmental related issues in eastern Jonesboro. We have a couple of ideas. ARDOT has some ideas. I'll let you know when we have something to discuss in Council on those.*

*Our Sanitation and Code Enforcement Departments held one of the biggest neighborhood cleanups we have had this past week. People from all over Scenic Hills came and I believe we had almost eight tons of trash. And, we are going to continue these in different parts of our community. I am very proud of our Code Enforcement and other departments that work with that. These cleanups are really making a difference in our community and I don't even mind paying the tipping fees when our teams do so much good work out there. So, I appreciate that Scott and as well as our Sanitation Department.*

[COM-23:024](#)

CITY OF JONESBORO, ARKANSAS FINANCIAL STATEMENTS OVERVIEW,  
MARCH 2023

**Attachments:** [March 2023 Financials](#)

Filed

## **9. CITY COUNCIL REPORTS**

*Councilmember John Street said, you were talking about the tournaments and last week Valley View hosted the state soccer tournament Thursday, Friday, and*

*Saturday. It was a great success. Teams from across every corner of the state were here. I want to thank everyone in the community who welcomed them so graciously and made their stay in Jonesboro good. And, all of the volunteers that helped put that on. Mayor Copenhagen said, thank you councilman.*

*Councilmember Dr. Anthony Coleman said, I would like to piggyback off of the Mayor and say thanks to Danny and the Parks Department. I am wearing green because it is mental health awareness month and I just wanted to thank all of our mental health partners and workers that have been doing a great job for our community. ARISA and of course, St. Bernards and NEA and several others, but I just wanted to make sure that we put them on record and let people know that it is there and there is awareness and so many things are happening because of this issue. But, I did want to make that open and including my church. We are doing some things to help combat and help those who are in need mentally. So, I just want to say thank you. Mayor Copenhagen said, thank you.*

*Councilmember David McClain said, we have received emails and I want to give kudos to Danny and his team. I know you guys work to get Rock Solid Trails in here to work on the trails out at Craighead. And, I think that has gone off really well from what I understand. I had a friend from Bentonville call me and say, hey man, I have heard good stuff about the trails going on because Rock Solid does a lot of work over in Northwest Arkansas. Mayor Copenhagen said, thank you.*

*Councilmember Chris Gibson said, I am going to piggyback off of that as well because I have heard twice this week, world class trails. So, kudos.*

*Councilmember Chris Moore said, I just want to thank the Mayor for the Youth Council. I think it is pretty impressive to see 70 people at that age who are willing to step up and possibly be the next generation of leaders. And, that's pretty impressive. Thank you Mayor. Mayor Copenhagen said, they are.*

*Councilmember Dr. Charles Coleman said, this Saturday, starting at 11:00 a.m., we are having the free fish plate that we will be giving out to the community. On June 3, 2023, we will be having a cleanup on the north side. Mayor Copenhagen said, thank you councilman.*

## **10. PUBLIC COMMENTS**

*Bill Campbell, 1110 Church Street, said he would like to recognize City Clerk April Leggett for winning the gold award for Best Politician in Northeast Arkansas. Ms. Leggett said, thank you.*

## **11. ADJOURNMENT**

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

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

**Absent:** 1 - LJ Bryant

\_\_\_\_\_ 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-23:096

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

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

**File Type:** Resolution

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY2023 AMERICORPS VISTA PROGRAM GRANT FROM THE NATIONAL CORPORATION OF COMMUNITY SERVICE

WHEREAS, applications are now being accepted for the FY2023 AmeriCorps VISTA grant program; and

WHEREAS, the total project cost is \$66,882, and the City of Jonesboro is requesting \$53,483 in AmeriCorps VISTA funding and will provide a local match of \$13,399; and

WHEREAS, the City of Jonesboro will cover the living allowance for one (1) VISTA member and AmeriCorps will cover the living allowance for two (2) VISTA members, as well as all three (3) members' associated benefits; and

WHEREAS, the three positions to be filled are Outreach Officer, Fundraising Specialist and Grant Writer; and

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

SECTION 1: The Jonesboro City Council supports the submission of the 2023 application to the AmeriCorps VISTA for three members to join the staff of the Grants and Community Development department; and

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

SECTION 3: The Grants and Community Development department is hereby authorized by the City Council for the City of Jonesboro, Arkansas, to submit all necessary documents for this grant.



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-23:097

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

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

**File Type:** Resolution

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY2024 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) FROM THE ARKANSAS STATE POLICE

WHEREAS, applications are now being accepted for the FY2024 Selective Traffic Enforcement Program; and

WHEREAS, the total project cost is \$87,565.47, and the City of Jonesboro is requesting \$42,565.47 in Selective Traffic Enforcement Program (STEP) funding and will provide a local match of \$45,000 through in-kind services such as officers' salaries and fringe benefits, vehicle maintenance and child passenger clinics that are appropriated in the 2023 budget and will be appropriated in the 2024 budget; and

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

SECTION 1: The Jonesboro City Council supports the submission of the 2024 application to the Selective Traffic Enforcement Program (STEP) for the purchase of two LIDAR units and overtime pay for officers to enforce laws regarding seat belts, speed, DWI/DUI and distracted driving (texting/cell phone use). In addition, the City will purchase 125 child safety seats; and

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

SECTION 3: The Grants and Community Development department is hereby authorized by the City Council for the City of Jonesboro, Arkansas, to submit all necessary documents for this grant.





# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-23:098

**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 TO ACCEPT AND TO ENTER INTO AN AGREEMENT WITH THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION (FTA) FOR THE EXECUTION OF THE FY2018 SECTION 5307, FTA FORMULA GRANT, FOR THE JONESBORO ECONOMICAL TRANSIT SYSTEM (JET)

WHEREAS, the City of Jonesboro, Arkansas has remaining Federal funds from the FY2018 Section 5307, FTA Formula Grant, in the amount of \$214,189; and,

WHEREAS, the City of Jonesboro, AR, and JET request the remaining \$214,189 in Federal funding with a 50% local match of \$214,189 for a total funding of \$428,378 for operating assistance; and,

WHEREAS, the City of Jonesboro, Arkansas is considered as the recipient and the Arkansas Department of Transportation is considered the designated recipient for the Section 5307, FTA Formula Grant.

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

Section 1: The City of Jonesboro, Arkansas will enter into an agreement with the Federal Transit Administration for the FY2018 Section 5307, FTA Formula Grant, for operating assistance.

Section 2: The City of Jonesboro will submit the request for release of funds to the Federal Transit Administration.

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



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-23:100

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

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

**File Type:** Resolution

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE AGREEMENT AND ENTER INTO AN AGREEMENT WITH BRACKETT KENNERICH & ASSOCIATES, P.A. TO PROVIDE ARCHITECTURAL SERVICES

WHEREAS, the City of Jonesboro desires to enter into an agreement for architectural services for renovation designs for Congress Cove building improvements to be constructed should the right-to-purchase option in the current lease agreement be exercised; and

WHEREAS, Brackett Kennerich & Associates P.A. has been determined to be the most qualified firm for the project; and

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

WHEREAS, the funding for the execution of the agreement shall come from Insurance Proceeds derived from the 2020 tornado and compensation shall be paid in accordance with the agreement.

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

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

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

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

# AIA<sup>®</sup> Document B101<sup>®</sup> – 2017

## **Standard Form of Agreement Between Owner and Architect**

**AGREEMENT** made as of the 18 day of April in the year 2023  
*(In words, indicate day, month and year.)*

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

**City of Jonesboro**  
**300 South Church Street**  
**Jonesboro, Arkansas 72401**

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

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

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

**Renovation of City-Owned Police Building**  
**City of Jonesboro**  
**Jonesboro, Arkansas**

The Owner and Architect agree as follows.

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

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

**TABLE OF ARTICLES**

1 INITIAL INFORMATION  
2 ARCHITECT'S RESPONSIBILITIES  
3 SCOPE OF ARCHITECT'S BASIC SERVICES  
4 SUPPLEMENTAL AND ADDITIONAL SERVICES  
5 OWNER'S RESPONSIBILITIES  
6 COST OF THE WORK  
7 COPYRIGHTS AND LICENSES  
8 CLAIMS AND DISPUTES  
9 TERMINATION OR SUSPENSION  
10 MISCELLANEOUS PROVISIONS  
11 COMPENSATION  
12 SPECIAL TERMS AND CONDITIONS  
13 SCOPE OF THE AGREEMENT

**ARTICLE 1 INITIAL INFORMATION**

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

**Owner/Architect to develop program.**

§ 1.1.2 The Project's physical characteristics:

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

**Renovate an existing 8,800 SF two story building into a city police office building in Jonesboro, AR.**

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

**TBD**

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

.1 Design phase milestone dates, if any:

**TBD**

Init.

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User Notes:

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.2 Construction commencement date:

**TBD**

.3 Substantial Completion date or dates:

**TBD**

.4 Other milestone dates:

**TBD**

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

**Competitive Hard Bid**

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

**TBD**

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

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

**Mayor Harold Copenhaver  
300 South Church Street  
Jonesboro, AR 72401**

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

N/A

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

.1 Geotechnical Engineer:

**TBD**

.2 Civil Engineer:

N/A

.3 Other, if any:

*(List any other consultants and contractors retained by the Owner.)*

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

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

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

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

**Engineering Consultants, Inc.**  
**401 West Capitol, Suite 305**  
**Little Rock, AR 72201**

.2 Mechanical Engineer:

**Pettit and Pettit Consulting Engineers, Inc.**  
**Heritage West Building, Suite 400**  
**201 E Markham Street**  
**Little Rock, AR 72201**

.3 Electrical Engineer:

**Pettit and Pettit Consulting Engineers, Inc.**  
**Heritage West Building, Suite 400**  
**201 E Markham Street**  
**Little Rock, AR 72201**

.4 Civil:

N/A

Init.

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User Notes:

(1448102484)

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

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

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

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

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

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

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

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

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

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

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

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

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

Init.

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

§ 2.5.4 Workers' Compensation at statutory limits.

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

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

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

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

### **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

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

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

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

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

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

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



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

**§ 3.2 Schematic Design Phase Services**

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

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

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

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

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

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

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

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

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

**§ 3.3 Design Development Phase Services**

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

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

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

### **§ 3.4 Construction Documents Phase Services**

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

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

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

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

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

### **§ 3.5 Procurement Phase Services**

#### **§ 3.5.1 General**

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

#### **§ 3.5.2 Competitive Bidding**

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

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

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

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

#### **§ 3.5.3 Negotiated Proposals**

**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

**§ 3.5.3.2** The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

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

## § 3.6 Construction Phase Services

### § 3.6.1 General

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

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

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

### § 3.6.2 Evaluations of the Work

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

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

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

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

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

### § 3.6.3 Certificates for Payment to Contractor

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

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor’s right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

### § 3.6.4 Submittals

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

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

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

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

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

**§ 3.6.5 Changes in the Work**

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

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

**§ 3.6.6 Project Completion**

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

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

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

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

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

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

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

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Owner/Architect
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided

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User Notes:

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.4 Existing facilities surveys	See Below Paragraph 4.1.2.1
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Not Provided
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Architect - Does not include furniture design
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Contractor
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Architect
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	See Below Paragraph 4.1.2.1

**§ 4.1.2 Description of Supplemental Services**

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

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

**Programing: Architect will prepare space area projections based on owner provided program information. This is included in basic services.**

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

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**Architectural Interior Design: Interior building design and building material color selections are included in basic services.**

**On site Representation: Full time on site representation by the architects is not a part of this agreement. The architects agrees to provide the owner copies of all project observation reports and attend monthly progress meetings with owner, and or representatives, to keep them informed of the project status.**

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

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

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

#### § 4.2 Architect's Additional Services

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

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

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

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

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- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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

- .1 **2 (Two)** reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 **20 (Twenty)** visits to the site by the Architect during construction
- .3 **2 (Two)** inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 **2 (Two)** inspections for any portion of the Work to determine final completion.

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

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty four ( 24 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

§ 5.5 The Architect shall furnish, as a reimbursable expense to the contract, services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous

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materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

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

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

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

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

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

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

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

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

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

## ARTICLE 6 COST OF THE WORK

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

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

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User Notes:

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

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

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

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

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

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

## ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

Init.

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

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

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

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

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

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

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

### **§ 8.2 Mediation**

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

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

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

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

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

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

### § 8.3 Arbitration

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

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

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

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

### § 8.3.4 Consolidation or Joinder

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

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

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

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

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**ARTICLE 9 TERMINATION OR SUSPENSION**

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

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

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

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

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

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

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

N/A

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

N/A

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

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

**ARTICLE 10 MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 3 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

## ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum  
*(Insert amount)*

.2 Percentage Basis

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*(Insert percentage value)*

**Seven and One Half (7.5)% of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.**

- .3 Other**  
*(Describe the method of compensation)*

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

**\$2,500.00 fee has been added to basic services for items indicated under Section 4.1.2.1 (Existing Building Survey)**

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

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

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

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

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

*(Paragraph deleted)*

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

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

#### **Exhibit "A" - Hourly Fee Schedule**

**Employee or Category**

**Rate (\$0.00)**

**§ 11.8 Compensation for Reimbursable Expenses**

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

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

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus **Twenty Five percent ( 25 % )** of the expenses incurred.

**§ 11.9 Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

N/A

**§ 11.10 Payments to the Architect**

**§ 11.10.1 Initial Payments**

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

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

**§ 11.10.2 Progress Payments**

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

*(Insert rate of monthly or annual interest agreed upon.)*

5.50 % per annum



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

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

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

## ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

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

(Paragraphs deleted)

- .2 Exhibits:

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

- AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this agreement.)

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

Exhibit "A" - Hourly Fee Schedule


- .4 Other documents:

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

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

\_\_\_\_\_  
OWNER (Signature)

Harold Copenhaver Mayor  
(Printed name and title)

  
\_\_\_\_\_  
ARCHITECT (Signature)

Todd Welch Vice President  
(Printed name, title, and license number, if required)

**Exhibit "A"**  
Hourly Rate Schedule

Brackett-Krennerich & Associates, P.A.

Effective January 24, 2023

---

Kyle Cook, Principal Architect.....	\$195.00 per hour
Todd Welch, Principal Architect .....	\$195.00 per hour
Katie Singleton, Project Architect .....	\$160.00 per hour
Steve Schoettle, Intern Architect .....	\$135.00 per hour
Chris Ormond, Computer Drafter/BIM Operator .....	\$50.00 per hour
Rickey Adams, Computer Drafter/BIM Operator .....	\$50.00 per hour
Amanda Moody, Interior Designer .....	\$80.00 per hour
Lynlee Wilkins, Office Manager .....	\$80.00 per hour
Kieran Holman, BIM Operator .....	\$30.00 per hour
Cooper Cook, BIM Operator .....	\$30.00 per hour

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# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-23:101

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

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

**File Type:** Resolution

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND ACCEPT THE BID  
AUTHORIZING PURCHASE OF TWO NEW VEHICLE FOR THE TRANSIT DEPARTMENT  
(JET)

WHEREAS, the Transit Department of the City of Jonesboro, Arkansas request to purchase 2 (two)  
2024 Ford E450 cutaway buses, and

WHEREAS, the State Procurement Program did not award a contract for State Bid transit vehicles of  
this type; and

WHEREAS, it is still unknown when these vehicle types will be available on State Bid again due to  
continued supply disruptions; and

WHEREAS, city staff performed extensive research to locate vehicles to replace current vehicles in  
our aging fleet; and

WHEREAS, The 2 (two) 2024 Ford E450 cutaway chassis are in stock and ready to be built to  
JET's specifications; and

WHEREAS, the equipment may be purchased from Central States Bus Sales, Inc. for the sum of  
\$123,833.00 each, (\$247,666.00); and

WHEREAS, funding for this purchase is to be paid from the JET 5307 and CARES Act Grant.

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

1. The City of Jonesboro hereby approves the purchase of 2 (two) 2024 Ford E450  
cutaway buses for use by JET.
2. The City Council in accordance with the terms of A.C.A. Section 14-58-303 hereby  
waives the requirement of competitive bidding due to the continued supply disruptions making  
bidding impractical and directs the purchasing agent to purchase the above-described vehicles

for the price set forth above.

3. 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.

**#18 PT 20-06, Item 3-B**  
**#18 25' Ford Medium Cutaway Bus with WC Lift (16-Pass. or 16/2 WC)**  
**(Driver Not Included - per NTD)**  
**CDL Required / Length: 25 Feet / Seating: 16 Pass. Or 16/2 WC**

Purchase Order: REVISED PRICING--JET

Date: 5/19/2023

Agency: JET System  
 Address: PO Box 1845  
 City, State, Zip: Jonesboro, AR 72203  
 Contact: Public Transportation  
 Phone Number: (870)935 - 5387  
 FTA PO No. \_\_\_\_\_  
 FAIN No. \_\_\_\_\_  
 State Job No. \_\_\_\_\_

Vendor: **ATTN: Mark Harris, (501) 517-4910**  
**Central States Bus Sales, Inc.**  
**420 Lake Drive**  
**North Little Rock, AR 72117**  
**Vendor Federal ID # 431051799**

Item No.	Description	Quantity	Bid Price	Price Extension
1	25' Ford Medium Cutaway Bus with WC Lift (16-Pass. or 16/2 WC)	1	\$ 110,208	\$ 110,208
A	1,000lb. Wheelchair Lift Meeting ADA Specifications	1	\$ 5,995	\$ 5,995
B	Wheelchair Restraint System - Retractable System <b>(Requires 2)</b>	2	\$ 810	\$ 1,620
Price Reductions	Seat Reduction - Double	4	\$ (770)	\$ (3,080)
<b>BASE PRICE</b>				<b>\$ 114,743</b>
<b>Optional Equipment (Per Unit):</b>				
C	Safety Bumper (Rear)	0	\$ 940	\$ -
D	Child Safety Alert System <i>(REQUIRED if transporting children)</i>	0	\$ 300	\$ -
E	LED Destination Sign (Front and Side)	1	\$ 6,625	\$ 6,625
F	Floor Covering Alto Upgrade	1	\$ 645	\$ 645
G	Raised Flat Floor	0	\$ 705	\$ -
H	Double Fold-A-Way Flip Seat - Forward Facing Only	0	\$ 1,885	\$ -
I	Child Restraint Systems (per passenger seat. <i>comes standard with 3</i> )	0	\$ 145	\$ -
J	Seat Belt Extensions (per passenger seat)	0	\$ 70	\$ -
K	Mor/Ryde Suspension	1	\$ 1,340	\$ 1,340
L	Plush Fabric Upholstery Upgrade (per passenger seat)	0	\$ 95	\$ -
M	Optional Vinyl Upholstery Nanocide (per passenger seat)	0	\$ 95	\$ -
N	Safety Exit / Ventilator	1	\$ 480	\$ 480
O	Personal Protective Equipment (PPE)			
O Item#1	PPE - Stationary Sneeze Guard for Non-Flip Seat (per pass. seat)	0	\$ 78	\$ -
O Item#2	PPE - Pivot Type Sneeze Guard for Flip Seat (per pass. seat)	0	\$ 108	\$ -
O Item#3	PPE - Social Distance Seat Bands (per pass. seat)	0	\$ 26	\$ -
O Item#4	PPE - Grab Rail Covers	0	\$ 15	\$ -
<b>Color: White</b>				
F.O.B. Arkansas Department of Transportation 10324 I-30 Little Rock, AR 72203				
<b>Total Price</b>				<b>\$ 123,833</b>

Ordered by: \_\_\_\_\_ DUNS Number \_\_\_\_\_  
 Approved by: \_\_\_\_\_ ALI Code \_\_\_\_\_

Agency: JET FT Number \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip+4: \_\_\_\_\_

Agency: \_\_\_\_\_ FT Number \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip+4: \_\_\_\_\_

Agency: \_\_\_\_\_ FT Number \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip+4: \_\_\_\_\_

\$ 99,066 80% Federal Funding  
 \$ 24,767 20% Local Funding  
 \$ 123,833 Total

**ARKANSAS DEPARTMENT OF TRANSPORTATION**  
**NOTICE OF NONDISCRIMINATION**

The Arkansas Department of Transportation (Department) complies with all civil rights provisions of federal statutes and related authorities that prohibited discrimination in programs and activities receiving federal financial assistance. Therefore, the Department does not discriminate on the basis of race, sex, color, age national origin, religion, disability, Limited English Proficiency (LEP), or low-income status in the admission, access to and treatment in Department's programs and activities, as well as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to Joanna P. McFadden, Section Head - EEO/DBE (ADA/504/Title VI Coordinator), P.O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: joanna.mcfadden@ardot.gov

Free language assistance for Limited English Proficient individuals is available upon request.  
 This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-23:102

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

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

**File Type:** Resolution

### A RESOLUTION TO CONTRACT WITH EAST ARKANSAS BROADCASTERS FOR RENTAL OF JOE MACK CAMPBELL SPORTS COMPLEX

WHEREAS, the City of Jonesboro owns and maintains Joe Mack Campbell Sports Complex located at 3021 Dan Avenue;

WHEREAS, East Arkansas Broadcasters is seeking rental for Fourth of July fireworks at Joe Mack Campbell Sports Complex; and

WHEREAS East Arkansas Broadcasters is renting the complex for the sum of \$1,000.00;

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with East Arkansas Broadcasters for the rental of Joe Mack Campbell Sports Complex. A copy of said contract is attached as Exhibit A.

SECTION 2: The Mayor, Harold Copenhaver and City Clerk, April Leggett are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate the agreement.

## **RENTAL AGREEMENT**

This agreement made this 31st day of May, 2023, is between City of Jonesboro, hereinafter called Lessor and East Arkansas Broadcasters hereinafter called Lessee.

Lessor leases to Lessee, property at 3021 Dan Avenue, Jonesboro, Arkansas commonly known as Joe Mack Campbell Park in Jonesboro, Arkansas in the following conditions:

1. **TERM:** The term of this lease shall be for three (3) days, beginning July 2, 2023, and ending at midnight on July 4, 2023.
2. **RENT:** Rent is payable in advance, no later than June 30, 2023 and shall be made in a single payment of one thousand dollars (\$1,000.00). Said payment shall be delivered to the Lessor at 300 South Church Street, Jonesboro, Arkansas 72401.
3. **USE:** Lessee agrees to use said premises for the purpose of a July 4<sup>th</sup> Fireworks Display, and for no other purpose.
4. **SUBLET:** Lessee **may-not** sublet the property or assign this lease without written consent of lessor.
5. **USE:** The property shall be used for a July 4<sup>th</sup> Fireworks Display. Lessee shall be responsible for the following:
  - (a) Supplying and removing portable toilets to be placed on the premises for the use of the public during the activities on the property.
  - (b) Cleaning up the property following the event, to include trash pick-up and repair of any damages caused by the public or the Lessee to the property during their use. Property must be left in the same condition as it was in prior to the event hosted by the lessee.
  - (c) Lessee is responsible for providing for the smooth flow of traffic into and out of the event. In addition, Lessee will provide traffic control to ensure that no persons are parking in areas on the property which are restricted and not designed of parking vehicles.
  - (d) Lessee will barricade restricted access areas to prevent the public from entering.
  - (e) Lessee will coordinate with Fire and Police and follow all safety requirements determined by them.
  - (f) Lessee will not charge an admission or parking fee to the public of this event.
6. **CONCESSIONS:** The parties agree that the Lessor will open, operate or contract concession stand(s) during this event for the public. All monies made at the concession stand will go to the City of Jonesboro, Arkansas.
7. **RISK OF LOSS:** Lessee shall be solely responsible for losses including but not limited to any losses caused by fire on the premises during the rental period. In addition, Lessee shall be responsible for any damages caused by the public to the premises during the rental period. Lessee shall be required to maintain insurance to cover any losses caused by fire, damage, or otherwise to existing structures or to the premises as a whole.

- 8. **INDEMNIFICATION:** Lessee releases Lessor from liability for and agrees to indemnify lessor against all losses incurred by lessor as a result of:
  - (a) Lessee’s failure to fulfill any condition of this agreement;
  - (b) Any damage or injury happening in or about the house or premises to lessee’s invitees or licensees or such person’s property; and
  - (c) Lessee’s failure to comply with any requirements imposed by any governmental authority.
  
- 9. **FAILURE OF LESSOR TO ACT:** Failure of lessor to insist upon strict compliance with the terms of this agreement shall not constitute a waiver of lessor’s right to act on any violation.
  
- 10. **REMEDIES CUMULATIVE:** All remedies under this agreement or by law or equity shall be cumulative. If a suit for any breach of this agreement established a breach by lessee, lessee shall pay to lessor all expenses incurred in connection therewith.
  
- 11. **NOTICES:** Any notices required by this agreement shall be in writing and shall be deemed to be given if delivered personally or mailed by registered or certified mail.
  
- 12. **COMPLIANCES WITH LAW:** Lessee agrees not to violate any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the leased premises. There shall be no alcoholic beverages allowed on the premises.
  
- 13. **SEVERABILITY:** Each paragraph of this lease agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or sub-paragraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.
  
- 14. **ENTIRE AGREEMENT:** This agreement and any attached addendum constitute the entire agreement and any attached addendum constitute the entire agreement between the parties and no oral statements shall be binding.
  
- 15. **INTERPRETATION:** This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.
  
- 16. **RELATIONSHIP:** Lessor and Lessee agree that their relationship is that of independent contractors and not a partnership of joint venture.

\_\_\_\_\_  
 Lessee, East Arkansas Broadcasters Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Lessor, City of Jonesboro Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Attest Signature

\_\_\_\_\_  
 Date





# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-23:103

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

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

**File Type:** Resolution

A RESOLUTION TO CONTRACT WITH SAGA COMMUNICATIONS OF ARKANSAS  
LLC D/B/A JONESBORO RADIO GROUP FOR RENTAL OF SOUTHSIDE SPORTS  
COMPLEX

WHEREAS, the City of Jonesboro owns and maintains Southside Sports Complex located at 5301 Stadium Blvd;

WHEREAS, Jonesboro Radio Group is seeking rental for Fourth of July fireworks at Southside Sports Complex; and

WHEREAS Jonesboro Radio Group is renting the complex for the sum of \$1,000.00;

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Jonesboro Radio Group for the rental of Southside Sports Complex. A copy of said contract is attached as Exhibit A.

SECTION 2: The Mayor, Harold Copenhaver and City Clerk, April Leggett hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate the agreement.

## **RENTAL AGREEMENT**

This agreement made this 31st day of May, 2023, is between City of Jonesboro, hereinafter called Lessor and Saga Communications of Arkansas, LLC, dba Jonesboro Radio Group hereinafter called Lessee.

Lessor leases to Lessee, property at 5003 Stadium Boulevard, Jonesboro, Arkansas commonly known as the Southside Softball Complex in Jonesboro, Arkansas in the following conditions:

1. **TERM:** The term of this lease shall be for three (3) days, beginning July 3, 2023, and ending at midnight on July 5, 2023.
2. **RENT:** Rent is payable in advance, no later than June 30, 2023 and shall be made in a single payment of one thousand dollars (\$1,000.00). Said payment shall be delivered to the Lessor at 300 South Church Street, Jonesboro, Arkansas 72401.
3. **USE:** Lessee agrees to use said premises for the purpose of a July 4<sup>th</sup> Fireworks Display, and for no other purpose.
4. **SUBLET:** Lessee **may-not** sublet the property or assign this lease without written consent of lessor.
5. **USE:** The property shall be used for a July 4<sup>th</sup> Fireworks Display. Lessee shall be responsible for the following:
  - (a) Supplying and removing portable toilets to be placed on the premises for the use of the public during the activities on the property.
  - (b) Cleaning up the property following the event, to include trash pick-up and repair of any damages caused by the public or the Lessee to the property during their use. Property must be left in the same condition as it was in prior to the event hosted by the lessee.
  - (c) Lessee is responsible for providing for the smooth flow of traffic into and out of the event. In addition, Lessee will provide traffic control to ensure that no persons are parking in areas on the property which are restricted and not designed of parking vehicles.
  - (d) Lessee will barricade restricted access areas to prevent the public from entering.
  - (e) Lessee will coordinate with Fire and Police and follow all safety requirements determined by them.
  - (f) Lessee will not charge an admission or parking fee to the public of this event.
6. **CONCESSIONS:** The parties agree that the Lessor will open, operate or contract concession stand(s) during this event for the public. All monies made at the concession stand will go to the City of Jonesboro, Arkansas.
7. **RISK OF LOSS:** Lessee shall be solely responsible for losses including but not limited to any losses caused by fire on the premises during the rental period. In addition, Lessee shall be responsible for any damages caused by the public to the premises during the rental period. Lessee shall be required to maintain insurance to cover any losses caused by fire, damage, or otherwise to existing structures or to the premises as a whole.

- 8. **INDEMNIFICATION:** Lessee releases Lessor from liability for and agrees to indemnify lessor against all losses incurred by lessor as a result of:
  - (a) Lessee’s failure to fulfill any condition of this agreement;
  - (b) Any damage or injury happening in or about the house or premises to lessee’s invitees or licensees or such person’s property; and
  - (c) Lessee’s failure to comply with any requirements imposed by any governmental authority.
  
- 9. **FAILURE OF LESSOR TO ACT:** Failure of lessor to insist upon strict compliance with the terms of this agreement shall not constitute a waiver of lessor’s right to act on any violation.
  
- 10. **REMEDIES CUMULATIVE:** All remedies under this agreement or by law or equity shall be cumulative. If a suit for any breach of this agreement established a breach by lessee, lessee shall pay to lessor all expenses incurred in connection therewith.
  
- 11. **NOTICES:** Any notices required by this agreement shall be in writing and shall be deemed to be given if delivered personally or mailed by registered or certified mail.
  
- 12. **COMPLIANCES WITH LAW:** Lessee agrees not to violate any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the leased premises. There shall be no alcoholic beverages allowed on the premises.
  
- 13. **SEVERABILITY:** Each paragraph of this lease agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or sub-paragraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.
  
- 14. **ENTIRE AGREEMENT:** This agreement and any attached addendum constitute the entire agreement and any attached addendum constitute the entire agreement between the parties and no oral statements shall be binding.
  
- 15. **INTERPRETATION:** This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.
  
- 16. **RELATIONSHIP:** Lessor and Lessee agree that their relationship is that of independent contractors and not a partnership of joint venture.

\_\_\_\_\_  
 Lessee, Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Lessor, City of Jonesboro Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Attest Signature

\_\_\_\_\_  
 Date



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-23:099

**Agenda Date:**

**Version:** 1

**Status:** Recommended to Council

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

**File Type:** Resolution

A RESOLUTION FOR THE CITY OF JONESBORO TO APPROVE THE 2023-2024 CDBG ACTION PLAN THAT INCLUDES THE 2023-2024 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS, ACTIVITIES AND BUDGET

WHEREAS, the City of Jonesboro, Arkansas has held two public hearings and one public review and comment period for the Annual CDBG Action Plan; and

WHEREAS, the 2023-24 CDBG Action Plan is in the second year of the (2022 - 2026) Five-Year Consolidated Plan designed to address goals set for community needs; and

WHEREAS, the FY 2023-2024 Action CDBG Plan contains the projects, activities and budget for allocated Federal funds of \$652,511. The 2023-2024 Action Plan's budget has been listed below:

**CDBG FY 2023-2024 BUDGET ALLOCATION:**

**\$652,511**

**ADMINISTRATION:**

\$130,502.02

**Public Services**

First Time Homebuyers

\$15,000.00

CASA of the 2nd Judicial District

\$11,875.00

Jonesboro Business Association

\$19,951.51

Hope Found of Northeast Arkansas

\$19,598.62

Hispanic Community Services, Inc.

\$19,951.52

North Jonesboro Community Development Corporation  
\$11,500.00

**LMI Homeowner Rehab**  
\$60,000.00

**Homelessness**  
\$45,000.00

**Public Infrastructure / Facilities**  
Public Improvements  
\$150,000.00

Demolition & Clearance Assistance  
\$15,000.00

Neighborhood Revitalization Program  
\$104,132.33

Sewer Connection Projects  
\$50,000.00

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

SECTION 1: The 2023-2024 Action Plan, attached hereto, is hereby approved by the City Council.

SECTION 2: The 2023-2024 CDBG projects, activities and budget are hereby approved for the Action Plan.

SECTION 3: The Mayor, Harold Copenhaver and City Clerk, April Leggett are hereby authorized to execute all documents necessary to effectuate the Action Plan.

SECTION 4: The Grants and Community Development department is hereby directed to submit the plan to the U.S. Department of Housing and Urban Development.



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: **ORD-23:026**

**Agenda Date:** 6/6/2023

**Version:** 1

**Status:** First Reading

**In Control:** City Council

**File Type:** Ordinance

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

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

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

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

THE FOLLOWING DESCRIBED PROPERTY:

### LEGAL DESCRIPTION:

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

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

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

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



# Application for a Zoning Ordinance Map Amendment

METROPOLITAN AREA  
PLANNING COMMISSION  
Jonesboro, Arkansas

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

**LOCATION:**

Site Address: 4603 Southwest Drive, Jonesboro, AR 72404

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

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

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

**SITE INFORMATION:**

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

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

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

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

Does public water serve the site? Yes

If not, how would water service be provided? \_\_\_\_\_

Does public sanitary sewer serve the site? Yes

If not, how would sewer service be provided? \_\_\_\_\_

Use of adjoining properties:

North R-1 Vacant

South C-3 Vacant

East R-1 Church

West R-1 Housing

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

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

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



**REZONING INFORMATION:**

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

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

**OWNERSHIP INFORMATION:**

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

**Owner of Record:**

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

**Applicant:**

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

Name: Amy Newberry Lovins

Address: 296 Prospect Farm Lane

City, State: Jonesboro ZIP 72405

Telephone: 870-877-1761

Facsimile: \_\_\_\_\_

Signature: Amy Newberry Lovins

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

Address: \_\_\_\_\_

City, State: \_\_\_\_\_ ZIP \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Signature: \_\_\_\_\_

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

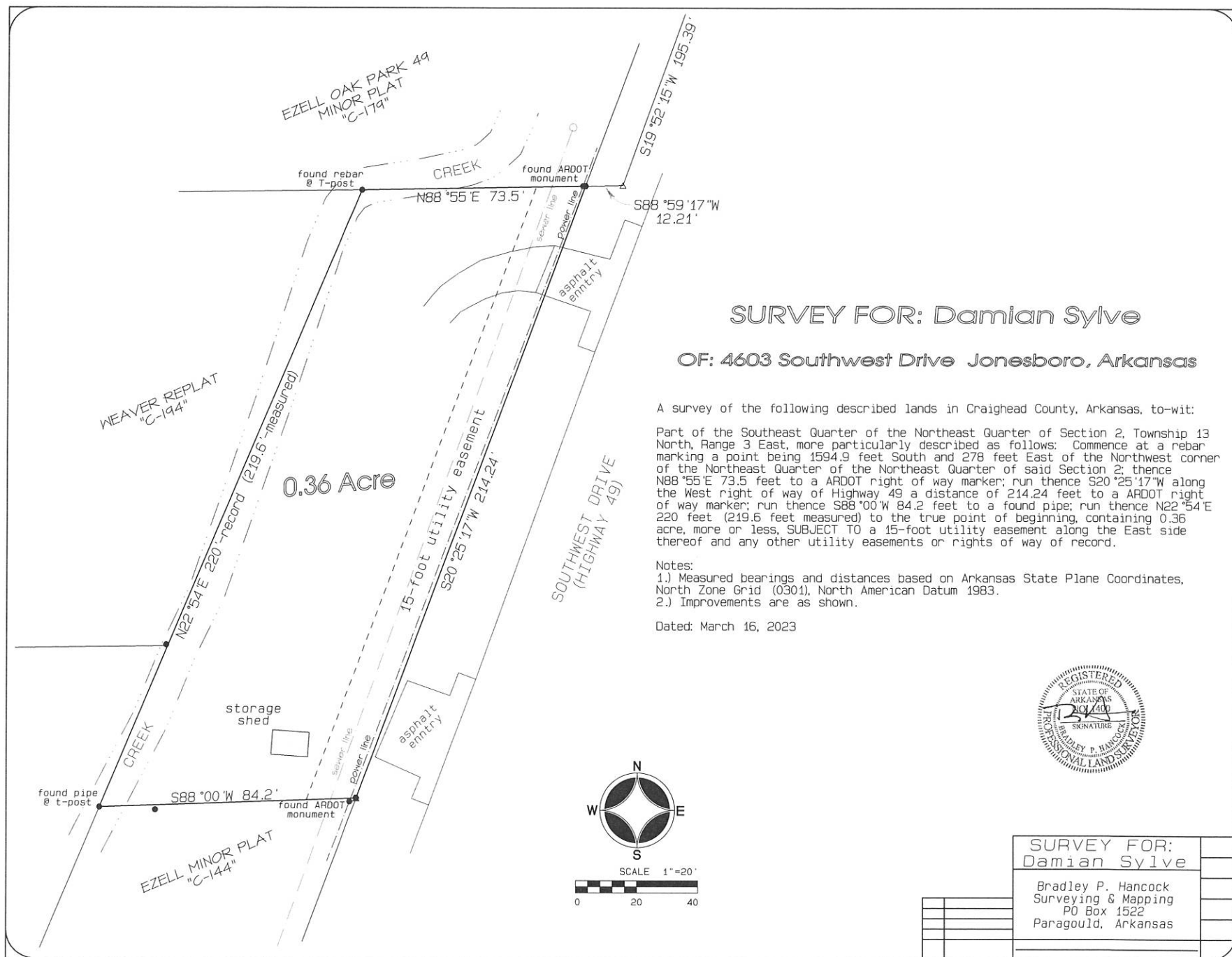
*Applications will not be considered complete until all items have been supplied. Incomplete applications will not be placed on the Metropolitan Area Planning Commission agenda and will be returned to the applicant. The deadline for submittal of an application is on the public meeting schedule. The Planning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

## REZONING INFORMATION

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

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

a) N/A



## SURVEY FOR: Damian Sylve

OF: 4603 Southwest Drive Jonesboro, Arkansas

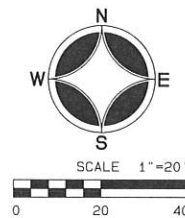
A survey of the following described lands in Craighead County, Arkansas, to-wit:

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

### Notes:

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

Dated: March 16, 2023



SURVEY FOR:  
Damian Sylve

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

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

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

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

CORRECTED QUITCLAIM DEED

KNOW ALL BY THESE PRESENTS:

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

See legal description contained in Exhibit A.

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

WITNESS our hands this 26<sup>th</sup> day of August, 2021

  
Leonard F. Pickle, Jr.



**ACKNOWLEDGMENT**

STATE OF Arkansas  
COUNTY OF Fulton

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

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



Mason Allen Green  
Notary Public

My Commission Expires:

01/22/2031



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

\_\_\_\_\_, Grantee

BY: Amy Lovins

Grantee's Address:

Document Prepared By:

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



## EXHIBIT "A"

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

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

Starting at the Northwest Corner of the Southeast Quarter of the Northeast Quarter of Section 2; thence South  $89^{\circ} 26' 15''$  East along the North line thereof a distance of 438.84 feet to a point on the Westerly existing right of way line of U.S. Highway 49; thence South  $19^{\circ} 52' 15''$  West along said existing right of way line a distance of 195.39 feet to the point of beginning; thence continue South  $19^{\circ} 52' 15''$  West along said existing right of way line a distance of 213.50 feet to a point; thence South  $89^{\circ} 12' 29''$  West a distance of 14.40 feet to a point on the Westerly proposed right of way line of U.S. Highway 49; thence North  $20^{\circ} 25' 17''$  East along said proposed right of way line a distance of 214.24 feet to a point; thence North  $88^{\circ} 59' 17''$  East a distance of 12.21 feet to the point of beginning and containing 0.06 acre more or less.

4603 Southwest Dr

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

Shipment-----

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

Shipment-----

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

Shipment-----

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

Shipment-----

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



USPS First Class Mail

Ship To:

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

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

Shipment-----

USPS First Class Mail

Ship To:

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

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

Shipment-----

USPS First Class Mail

Ship To:

GLE PROPERTIES  
4911 SOUTHWEST DR  
JONESBORO, AR 72404-9019

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

SUBTOTAL 97.58  
TAX 0.00  
TOTAL 97.58

TEND Visa 97.58

Total shipments: 7

KIM SHELTON

04/06/2023

#176023

02:43 PM

Workstation: 24 - Aux-1

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

Signature-----

**\*NOTICE\***

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

\*\*\*\*\*

Thank you for your business

\*\*\*\*\*

TRACK YOUR PACKAGE AT:  
WESHIP.JONESBORO.COM

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

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

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

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

**OWNER:** Same

**LOCATION:** 4603 Southwest Drive

**SITE**

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

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

**Existing Development:** Vacant

**SURROUNDING CONDITIONS:**

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

**HISTORY:** Property has never been developed.

## ZONING ANALYSIS:

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

### **Comprehensive Plan Land Use Map:**

The Current/Future Land Use Map recommends this location as a **High Intensity Growth Sector**. A wide range of land uses is appropriate in the high intensity zone, from multi-family to fast food to Class A office space to outdoor display/highway oriented businesses like automotive dealerships, because they will be located in areas where sewer service is readily available and transportation facilities are equipped to handle the traffic.

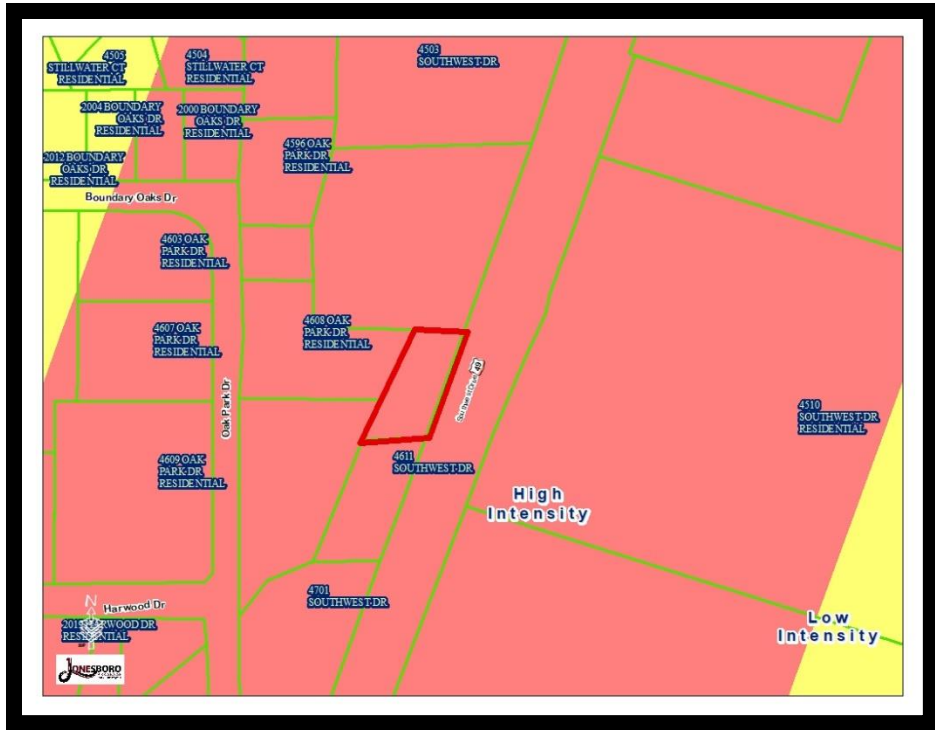
#### Typical Land Uses:

- Regional Shopping Centers
- Automotive Dealerships
- Outdoor Display Retail
- Fast Food Restaurants
- Multi-family
- Service Stations
- Commercial and Office
- Call Centers
- Research and Development
- Medical
- Banks
- Big Box Commercial
- Hotel

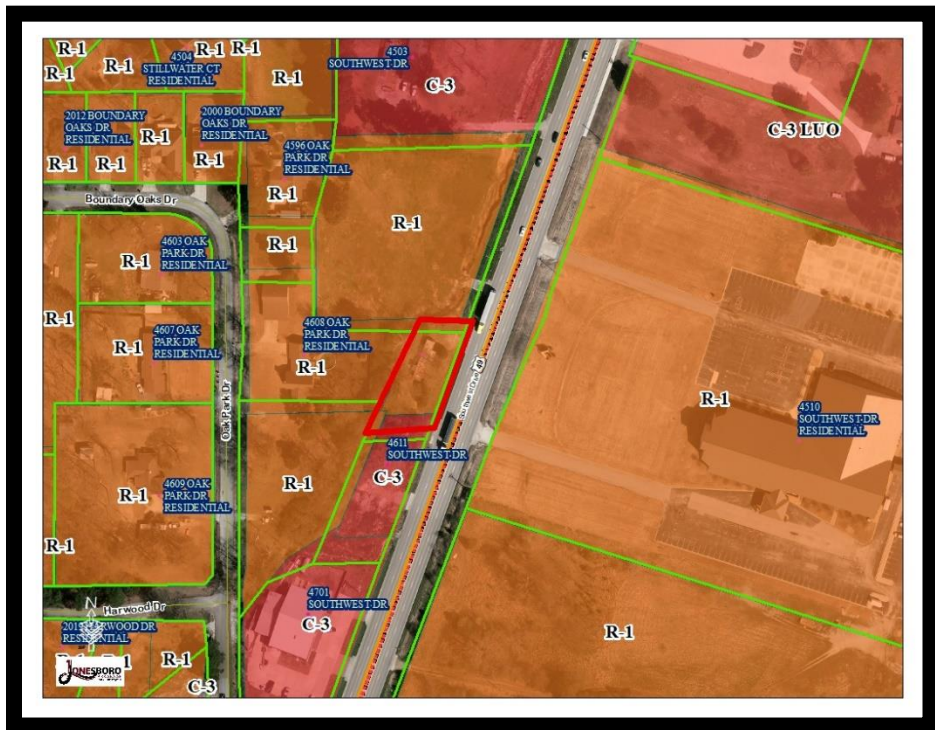
Density: Multi-family 8-14 Dwelling Units per acre

Height: 150 feet

Traffic: This will be located along arterial streets with high traffic volume.



*Land Use Map*



*Zoning Map*

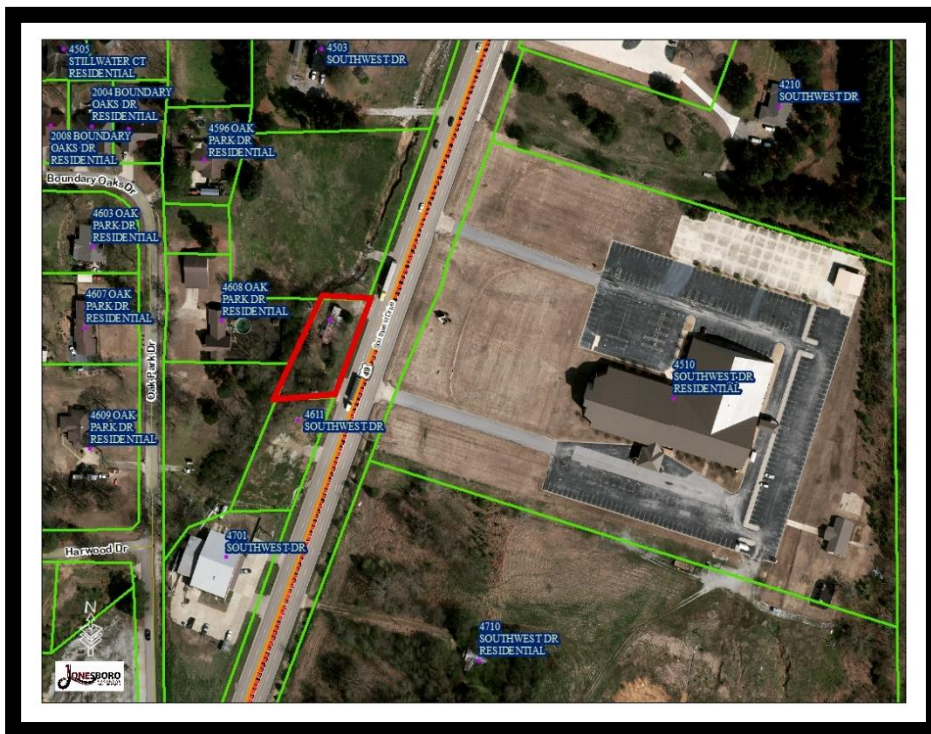
**Master Street Plan/Transportation**

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

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

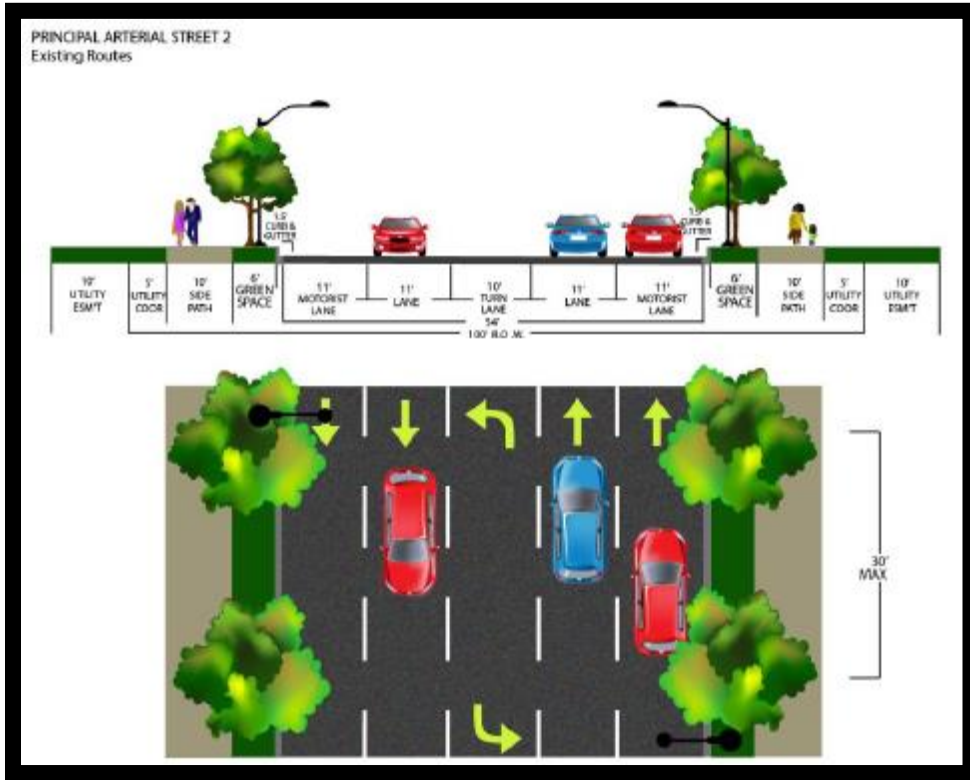
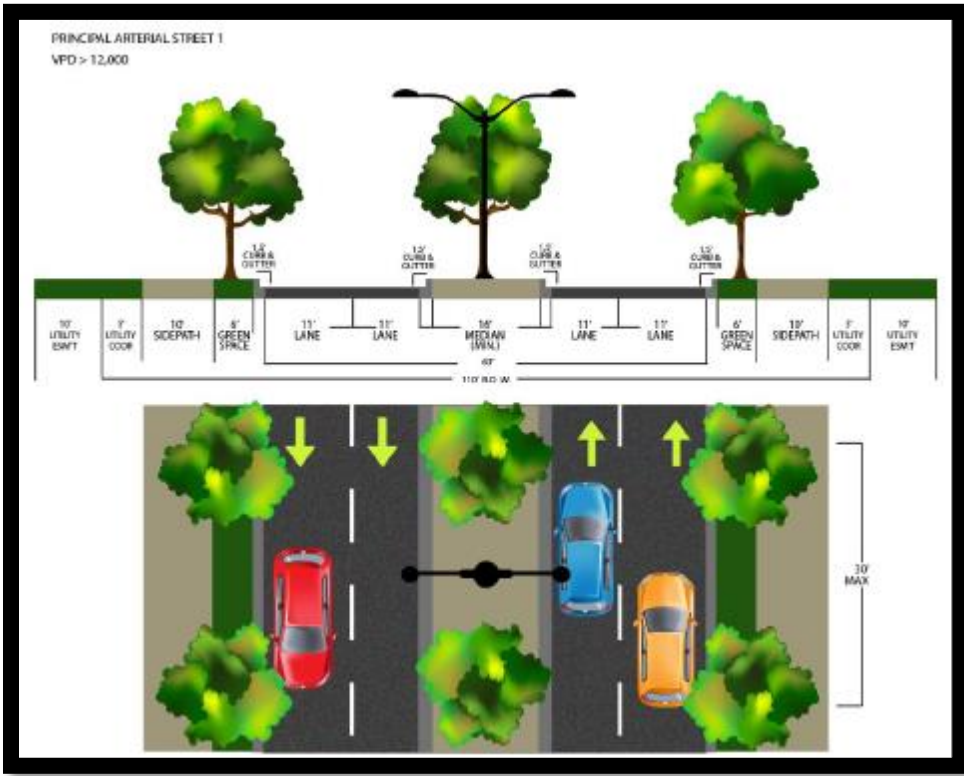
**FUNCTION:** The primary function of a Principal Arterial is to serve through traffic and to connect major traffic generators or activity centers within an urbanized area. Since these roads are designed for through traffic and are generally located three or more miles apart, dedication of additional right-of-way is required to allow for future expansion to four through lanes plus left and right turn lanes. At intersections with Collector Streets or other Arterials (principal or minor), additional right-of-way may be required if the anticipated turning movements warrant extra lanes.

**DESIGN:** The standard Principal Arterial is to be used in all cases except where City Staff and the MAPC find that an unusual condition occurs. In such cases, the Other Principal Arterial Design Option provided in this section may be used. Cross-section selection shall be based on traffic impact analysis. Design in accordance with AASHTO policy on Geometric design of highways and streets (current edition).



*Principal Arterial*













*Rezoning Sign*

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

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

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



**Staff Findings:**

**Applicant’s Purpose**

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

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

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

*C-3, general commercial district.* The purpose of this district is to provide appropriate locations for commercial and retail uses which are convenient and serve the needs of the traveling public. The district also provides locations for limited amounts of merchandise, equipment and material being offered for retail sale that are more suitable for storage and display outside the confines of an enclosed structure. Appropriate locations for this district are along heavily traveled arterial street. Development of groupings of facilities shall be encouraged, as opposed to less desirable strip commercial.

**Departmental/Agency Reviews:**

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

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

**Conclusion:**

The Planning Department Staff finds that the requested Zone Change submitted for subject parcel, should be evaluated based on the above observations and criteria of Case RZ 23-06 a request to rezone property from “R-1” Single-Family Low Density to “C-3” General Commercial; the following conditions are recommend:

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

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

\*\*\*\*\*

**Sample Motion:**

I move that we place Case: RZ 23-06 on the floor for consideration of recommendation by MAPC to the City Council with the noted conditions, and we, the MAPC find that to rezone property from “R-1” Single-Family Low Density to “C-3” General Commercial will be compatible and suitable with the zoning, uses, and character of the surrounding area.

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

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

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

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

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

Derrel Smith (Staff): Yes, sir, we do. We’ve reviewed it and would recommend approval with the following stipulations

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

**COMMISSION ACTION:**

Mr. Jimmy Cooper made a motion to approve Case RZ: 23-06, as submitted, to the City Council with the stipulations that were read by the Planning Department:

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

The motion was seconded by Mr. Dennis Zolper.

**Roll Call Vote:**

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

Nay: 0

\*\*\*\*\*



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: ORD-23:021

**Agenda Date:**

**Version:** 1

**Status:** Second Reading

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

**File Type:** Ordinance

### AN ORDINANCE TO UPDATE CITY OF JONESBORO PURCHASING GUIDELINES TO REFLECT AMENDMENT TO STATE OF ARKANSAS LEGISLATIVE PURCHASING PROCEDURES

WHEREAS, Act 435 of the 2021 Arkansas Legislative session amended state required purchasing procedures; and

WHEREAS, municipal governing bodies shall provide by ordinance the procedure for making all purchases that do not exceed the sum set forth in Ark. Code Ann. 14-58-303; and

WHEREAS, with the proposed update of purchasing guidelines, the approval authority of the Mayor (or designee) remains unchanged.

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

SECTION 1: Purchases up to \$2,000.00 (before sales tax and freight) shall include a purchase requisition and supporting invoice approved by the Department Manager (or designee).

SECTION 2: Purchases between \$2,001.00 and \$5,000.00 (before sales tax and freight), excluding usual, customary and ongoing service or maintenance of city owned equipment, shall include not less than three documented telephone quotes. Approval of the Mayor (or designee) and Finance Director (or designee) will be required. In instances where three or more documented telephone quotes are not obtainable, the Purchasing Agent shall document the said reasons therefore.

SECTION 3: Purchases up to \$3,000.00 (before sales tax and freight), relating to usual, customary and ongoing service or maintenance of city owned equipment, shall include a purchase requisition and supporting invoice approved by the Department Manager (or designee).

SECTION 4: Purchases above \$5,001.00, but less than the amount set forth in Ark. Code Ann. 14-58-303 (before sales tax and freight) shall include not less than three written bids or documented quotes. Approval of the Mayor (or designee) and Finance Director (or designee) will be required. In instances where three or more written bids or documented quotes are not obtainable, the Purchasing Agent shall document the said reasons therefore.

SECTION 5: Purchases that exceed the amount set forth in Ark. Code Ann. 14-58-303, currently \$35,000.00 (before sales tax and freight), the Purchasing Agent shall follow the competitive bidding procedures as outlined in Ark. Code Ann. 14-58-303.

SECTION 6: Beginning January 1, 2025 and on each January 1 at subsequent five-year intervals, Ark. Code Ann. 14-58-303 provides that the amount in section 5 shall be adjusted to reflect the percentage increase in the Consumer Price Index for All Urban Consumers. The adjusted increase and corresponding updated amount, requiring competitive bidding, shall be provided by the Department of Finance and Administration.

SECTION 7: All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

1 State of Arkansas  
2 93rd General Assembly  
3 Regular Session, 2021

# A Bill

SENATE BILL 456

4  
5 By: Senator G. Stubblefield  
6 By: Representative L. Fite

## For An Act To Be Entitled

9 AN ACT TO AMEND THE LAW CONCERNING COMPETITIVE  
10 BIDDING AND PURCHASING PROCEDURES FOR COUNTIES AND  
11 MUNICIPALITIES; AND FOR OTHER PURPOSES.

## Subtitle

15 TO AMEND THE LAW CONCERNING COMPETITIVE  
16 BIDDING AND PURCHASING PROCEDURES FOR  
17 COUNTIES AND MUNICIPALITIES.

18  
19  
20 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

21  
22 SECTION 1. Arkansas Code § 14-22-102 is amended to read as follows:  
23 14-22-102. Applicability.

24 (a) It is unlawful for ~~any a~~ county official to make ~~any purchases a~~  
25 purchase with county funds in excess of ~~twenty thousand dollars (\$20,000)~~  
26 thirty-five thousand dollars (\$35,000), unless the method of purchasing  
27 prescribed ~~in~~ under this chapter is followed.

28 (b) This chapter ~~shall~~ does not apply to ~~any purchases a purchase~~  
29 under ~~twenty thousand dollars (\$20,000)~~ thirty-five thousand dollars  
30 (\$35,000) or to the purchase of commodities ~~set forth in~~ under § 14-22-106.

31 (c)(1) Beginning January 1, 2025, and on each January 1 at subsequent  
32 five-year intervals, the amounts under subsections (a) and (b) of this  
33 section shall be adjusted to reflect the percentage increase in the Consumer  
34 Price Index for All Urban Consumers or its successor, as published by the  
35 United States Department of Labor for the five (5) years immediately  
36 preceding the percentage increase, and rounded to the nearest whole number.



1           (2) Following a percentage increase under subdivision (c)(1) of  
 2 this section, the Department of Finance and Administration shall provide each  
 3 county and Arkansas Legislative Audit with the percentage increase and the  
 4 corresponding updated amounts under this section.

5  
 6           SECTION 2. Arkansas Code § 14-22-104 is amended to read as follows:

7           14-22-104. Purchases permitted.

8           ~~All purchases of commodities~~ (a) A purchase of a commodity made by ~~any~~  
 9 a county purchasing official with county funds, except those specifically  
 10 exempted by this chapter, shall be made as follows:

11           (1) Formal bidding ~~shall be~~ is required in each instance in  
 12 which the estimated purchase price ~~shall equal or exceed twenty thousand~~  
 13 ~~dollars (\$20,000)~~ equals or exceeds thirty-five thousand dollars (\$35,000);

14           (2) ~~Open~~ An open market ~~purchases~~ purchase may be made of ~~any~~  
 15 ~~commodities where~~ a commodity if the purchase price is less than ~~twenty~~  
 16 ~~thousand dollars (\$20,000)~~ thirty-five thousand dollars (\$35,000); and

17           (3) ~~No~~ A purchasing official shall not parcel or split any items  
 18 of commodities or estimates with the intent ~~or purpose~~ to change the  
 19 classification or to enable the purchase to be made under a less restrictive  
 20 procedure.

21           (b)(1) Beginning January 1, 2025, and on each January 1 at subsequent  
 22 five-year intervals, the amount under subsection (a) of this section shall be  
 23 adjusted to reflect the percentage increase in the Consumer Price Index for  
 24 All Urban Consumers or its successor, as published by the United States  
 25 Department of Labor for the five (5) years immediately preceding the  
 26 percentage increase, and rounded to the nearest whole number.

27           (2) Following a percentage increase under subdivision (b)(1) of  
 28 this section, the Department of Finance and Administration shall provide each  
 29 county and Arkansas Legislative Audit with the percentage increase and the  
 30 corresponding updated amounts under this section.

31  
 32           SECTION 3. Arkansas Code § 14-22-106(17), concerning county commodity  
 33 purchases exempted from bid solicitation, is amended to read as follows:

34           (17)(A) New motor vehicles purchased from a licensed automobile  
 35 dealership located in Arkansas for an amount not to exceed the fleet price  
 36 awarded by the Office of State Procurement and in effect at the time the



1 county submits the purchase order for the same make and model motor vehicle,  
 2 which may include additional options that were available for bid and  
 3 purchased under state contract at the state bid option price.

4 (B) The purchase amount for a new motor vehicle may  
 5 include additional ~~options~~ after-market equipment that was not available  
 6 under the state contract up to ~~six hundred dollars (\$600)~~ one thousand two  
 7 hundred dollars (\$1,200) over the fleet price awarded;

8  
 9 SECTION 4. Arkansas Code § 14-58-104 is amended to read as follows:  
 10 14-58-104. Specific purchases and contracts - Commodities.

11 ~~(a)~~ The ~~municipal~~ governing body of a city of the first class, city of  
 12 the second class, or an incorporated town may purchase the following  
 13 commodities without soliciting bids:

14 (1) ~~Motor fuels, oil, asphalt, asphalt oil, and natural gas; and~~

15 ~~(2) New motor vehicles from a motor vehicle dealer licensed~~  
 16 ~~under the Arkansas Motor Vehicle Commission Act, § 23-112-101 et seq., if the~~  
 17 ~~motor vehicle is purchased for an amount not to exceed the fleet price~~  
 18 ~~awarded by the Office of State Procurement and in effect at the time the~~  
 19 ~~municipal governing body of a city of the first class, city of the second~~  
 20 ~~class, or an incorporated town submits the purchase order for the same make~~  
 21 ~~and model motor vehicle.~~ Perishable foodstuffs for immediate use;

22 (2) Unprocessed feed for livestock and poultry;

23 (3) Advanced emergency medical services provided by a nonprofit  
 24 corporation and proprietary medicines if specifically requested by a  
 25 professional employee;

26 (4) Books, manuals, periodicals, films, and copyrighted  
 27 educational aids for use in libraries and other informational material for  
 28 institutional purposes;

29 (5) Scientific equipment and parts;

30 (6) Replacement parts and labor for repairs of machinery and  
 31 equipment;

32 (7) Commodities available only from the United States  
 33 Government;

34 (8)(A) Any commodities needed in instances in which an  
 35 unforeseen and unavoidable emergency has arisen in which human life, health,  
 36 or public property is in jeopardy.

1                   (B) An emergency purchase under subdivision (8)(A) of this  
2 section shall not be approved unless a statement in writing is attached to  
3 the purchase order describing the emergency necessitating the purchase of the  
4 commodity without competitive bidding;

5                   (9) Utility services, purchased at wholesale or the rates for  
6 which are subject to regulation by a state agency or a federal regulatory  
7 agency;

8                   (10) Sand, gravel, soil, lumber, used pipe, or used steel;

9                   (11)(A) Used or secondhand motor vehicles, machinery, or  
10 equipment.

11                   (B) A used or secondhand motor vehicle that has been under  
12 lease to a municipality and has fewer than five thousand (5,000) miles of use  
13 shall not be purchased except upon competitive bids as provided in this  
14 chapter;

15                   (12) Machinery, equipment, facilities, or other personal  
16 property purchased or acquired for or in connection with the securing and  
17 developing of industry under the Municipalities and Counties Industrial  
18 Development Revenue Bond Law, § 14-164-201 et seq., or any other provision of  
19 law pertaining to the securing and developing of industry;

20                   (13) Registered livestock to be used for breeding purposes;

21                   (14) Motor fuels, oil, asphalt, asphalt oil, and natural gas;

22                   (15) Motor vehicles, equipment, machinery, material, or supplies  
23 offered for sale at public auction or through a process requiring sealed  
24 bids;

25                   (16) All goods and services that are regularly provided to state  
26 agencies and municipal government by the Division of Correction's various  
27 penal industries;

28                   (17)(A) New motor vehicles purchased from a licensed automobile  
29 dealership located in Arkansas for an amount not to exceed the fleet price  
30 awarded by the Office of State Procurement and in effect at the time the  
31 municipality submits the purchase order for the same make and model motor  
32 vehicle.

33                   (B) The purchase amount for a new motor vehicle may  
34 include additional options up to six hundred dollars (\$600) over the fleet  
35 price awarded;

36                   (18) Renewal or extension of the term of an existing contract;

1           (19) Purchase of insurance for municipal employees, including  
 2 without limitation health insurance, workers' compensation insurance, life  
 3 insurance, risk management services, or dental insurance;

4           (20) Goods or services if the governing body has approved by  
 5 resolution the purchase of goods or services through competitive bidding or  
 6 procurement procedures used by:

7                   (A) The United States Government or one (1) of its  
 8 agencies;

9                   (B) Another state; or

10                   (C) An association of governments or governmental  
 11 agencies, including associations of governments or governmental agencies  
 12 below the state level; and

13           (21)(A) Goods or services available only from a single source.

14                   (B) A purchase under this subdivision (21) shall be  
 15 supported with:

16                           (i) Documentation concerning the exclusivity of the  
 17 single source; and

18                           (ii) A written proclamation from the chief executive  
 19 filed with the clerk or recorder that sets forth the basis for the single  
 20 source procurement.

21           ~~(b) The municipal governing body of a city of the first class, city of~~  
 22 ~~the second class, or an incorporated town may renew or extend the term of an~~  
 23 ~~existing contract without soliciting bids.~~

24  
 25           SECTION 5. Arkansas Code § 14-58-303(b), concerning municipal  
 26 purchases and contracts, is amended to read as follows:

27           (b)(1)(A) Except as provided under § 14-58-104, the ~~municipal~~  
 28 governing body of any city of the first class shall provide by ordinance the  
 29 procedure for making all purchases ~~which that~~ do not exceed the sum of ~~twenty~~  
 30 ~~thousand dollars (\$20,000)~~ thirty-five thousand dollars (\$35,000).

31                   (B) Except as provided under § 14-58-104, the ~~municipal~~  
 32 governing body of any city of the second class or incorporated town may  
 33 provide by ordinance the procedure for making all purchases.

34           (2)(A)(i) Except as provided under § 14-58-104, in a city of the  
 35 first class ~~where in which~~ the amount of expenditure for any purpose or  
 36 contract exceeds the sum of ~~twenty thousand dollars (\$20,000)~~ thirty-five

1 thousand dollars (\$35,000), the mayor or the mayor's authorized  
 2 representative shall invite competitive bidding on the purpose or contract by  
 3 legal advertisement in any local newspaper.

4 (ii) Bids received pursuant to the advertisement  
 5 shall be opened and read on the date set for receiving the bids in the  
 6 presence of the mayor or the mayor's authorized representative.

7 (iii) The mayor or the mayor's authorized  
 8 representative ~~shall have~~ has exclusive power to award the bid to the lowest  
 9 responsible bidder, ~~but~~ and may reject any and all bids received.

10 (B) The governing body by ~~ordinance~~ resolution may waive  
 11 the requirements of competitive bidding in exceptional situations where this  
 12 procedure is deemed not feasible or practical or as provided under § 14-58-  
 13 104.

14 (C) Cities of the first class, cities of the second class,  
 15 and incorporated towns may accept competitive bids in the following forms:

- 16 (i) Written; or
- 17 (ii) Electronic media.

18 (3)(A) Beginning January 1, 2025, and on each January 1 at  
 19 subsequent five-year intervals, the amounts under this subdivision shall be  
 20 adjusted to reflect the percentage increase in the Consumer Price Index for  
 21 All Urban Consumers or its successor, as published by the United States  
 22 Department of Labor for the five (5) years immediately preceding the  
 23 percentage increase, and rounded to the nearest whole number.

24 (B) Following a percentage increase under subdivision  
 25 (c)(1) of this section, the Department of Finance and Administration shall  
 26 provide each city of the first class and Arkansas Legislative Audit with the  
 27 percentage increase and the corresponding updated amounts under this section.

28  
 29 SECTION 6. Arkansas Code § 14-58-304 is amended to read as follows:  
 30 14-58-304. Purchase of insurance.

31 ~~The~~ Except as provided under § 14-58-104, the purchase of all types of  
 32 insurance by cities of the first class, cities of the second class, or  
 33 incorporated towns shall be is governed by ~~the provisions of~~ § 14-58-303.

34  
 35 SECTION 7. Arkansas Code § 14-58-305(a), concerning municipal payment  
 36 of claims, is amended to read as follows:

1 (a) In a city of the first class, city of the second class, or  
2 incorporated town, the mayor or his duly authorized representative may  
3 approve or disapprove for payment out of funds previously appropriated for  
4 that purpose, ~~or disapprove, any bills, debts, or liabilities asserted as~~  
5 legal claims asserted or brought against the city or town.

6  
7 SECTION 8. Arkansas Code § 14-58-303 is amended to read as follows:  
8 14-58-308. Bonds of officers and employees.

9 (a) All officers and employees of a city of the first class, city of  
10 the second class, or incorporated town handling financial matters for the  
11 city or town shall furnish a fidelity bond in such amount, on such form, and  
12 with such security as may be approved by the municipal governing body.

13 (b) The premiums on these bonds shall be paid by the city or town.

14  
15  
16 **APPROVED: 3/24/21**  
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# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: ORD-23:022

**Agenda Date:**

**Version:** 1

**Status:** Second Reading

**In Control:** Public Works Council Committee

**File Type:** Ordinance

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

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS to make the following changes as recommended by the Traffic Control Committee:

**ESTABLISH 25 MPH SPEED LIMIT AT THE FOLLOWING LOCATIONS:**

Lamar Place  
Prospect Valley Drive

**CHANGE SPEED LIMIT FROM 30 MPH TO 25 MPH AT THE FOLLOWING LOCATIONS:**

Broadmoor Road  
Rosemond Avenue  
Park Avenue  
Rolling Forest Drive

**CHANGE SPEED LIMIT FROM 35 MPH TO 30 MPH AT THE FOLLOWING LOCATION:**

Magnolia Road

**REMOVE YIELD SIGNS AT THE FOLLOWING LOCATIONS:**

On Jonathon Drive at Warren Street  
On Warren Street at Jessup Drive

**INSTALL STOP SIGNS AT THE FOLLOWING LOCATIONS:**

On Jessup Drive at Warren Street  
On Warren Street at Jessup Drive

On Warren Street at Jonathon Drive  
On Jonathon Drive at Warren Street  
On Winged Foot Cove at Winged Foot Lane  
Purton Cove at Stoke Drive  
Prospect Valley Drive at Stoke Drive  
Prospect Valley Drive at Prospect Road

**INSTALL NO OUTLET SIGNS AT THE FOLLOWING LOCATIONS:**

Shady Lane



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: ORD-23:023

**Agenda Date:**

**Version:** 1

**Status:** Third Reading

**In Control:** Public Works Council Committee

**File Type:** Ordinance

### AN ORDINANCE TO REPEAL AND REPLACE SECTIONS OF THE DOWNTOWN JONESBORO DEVELOPMENT CODE (DJDC) IN THE CITY OF JONESBORO

WHEREAS, Section 3.2 Uses Permitted with Criteria contains rules which need to be updated, and

WHEREAS, Section 4.5 Neighborhood Transition (NBT) contains rules which need to be updated, and

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

SECTION ONE: That Section 3.2 Uses Permitted with Criteria shall be repealed and replaced according to Exhibit "A" hereto attached.

SECTION TWO: That Section 4.5 Neighborhood Transition (NBT) shall be repealed and replaced according to Exhibit "B" hereto attached.

SECTION THREE: The requirements of said code shall be enforced by the City of Jonesboro Planning Department, Inspections Department, and/or Engineering Department. Violations of the code will be cited to Craighead County District Court as a violation of city ordinance, subject to fines and costs as prescribed in the Jonesboro City Code of Ordinances.

SECTION FOUR: The provisions of this ordinance are hereby declared to be severable and if any section, phrase or provision shall be declared or held invalid, each invalidity shall not affect the remainder of the sections, phrases or provisions.



**“Exhibit A”**

**3.2 Uses Permitted with Criteria**

Certain uses are permitted with criteria established in Table 3-2. These uses will only be permitted to documented adherence to the design criteria and by approval of the Director of the Department Planning and Zoning or his or her designee or designee.

<b>Table 3-1: Schedule of Uses</b>				
<b>P = Permitted    — = Not Permitted    P/C = Permitted with criteria    A = Accessory Use</b>				
<b>DJDC District</b>	<b>Core Mixed Use (COR)</b>	<b>Industrial Arts (IA)</b>	<b>Commercial Mixed Use (COM)</b>	<b>Neighborhood Transition (NBT)</b>
<i>Land Use</i>				
<b>Commercial Uses (Office, Retail, Sales and Service Uses)</b>				
Art, antique, museum, furniture or galleries (retail, repair or fabrication; excludes auto or electronics sales or service)	P	P	P	P
Auto-related sales establishments	—	—	—	—
Finance, insurance, and real estate establishments including banks, credit unions, real estate, and property management services, with no drive through facility	P	P	P	P
Financial institutions including banks and credit unions with a maximum of two drive through facilities.	P	P	P	P
Fitness, recreational sports, gym, athletic club, dance or yoga studio	P	P	P	—
Food service uses such as full-service restaurants, cafeterias, bakeries catering and snack bars with no drive through facilities. Included in this category is café seating within a public or private sidewalk area with no obstruction of pedestrian circulation. Also included in this category is the sale of alcoholic beverages.	P	P	P	P/C

Offices for business, professional, administrative, and technical services such as accountants, architects, lawyers, doctors, etc.	P	P	P	P
Pet and animal sales or service, with no outside kennels	P	P	P	—
Retail sales or service with no drive through facility	P	P	P	—
Retail sales or service with drive through facility	—	—	—	—
Theater, cinema, or music venue	P	P	P	—
<b>Educational, Public Administration, Health Care and Other Institutional Uses</b>				
Business associations and professional membership organizations	P	P	P	P
Child day care and preschools	P	P	P	P
Funeral homes	P	P	P	—
Hospitals and nursing establishments	P	P	P	—
Public administration and CWL uses (including local, state, and federal government uses, public safety, health and human services and utilities)	P	P	P	P
Schools, libraries, community/civic facilities and religious institutions	P	P	P	P
Social, fraternal and philanthropic organizations	P	P	P	—
Universities and colleges and technical, trade, and specialty schools	P	P	P	—
<b>Residential and Lodging Uses</b>				
Accessory building residential unit (garage apt.)	—	P	—	P
Bed and breakfast (10 or fewer rooms and owner managed)	P	P	P	P
Hotel	P	P	P	—

Manufactured housing	—	—	—	—
Multi-family residential ground floor *See Subsection 5.4 - Commercial Ready Standards	P*	P	P	P
Multi-family residential upper floors	P	P	P	P
Multi-unit home	P	P	P	P
Single-family residential, attached dwelling unit (townhomes)/patio home, duplex	P	P	P	P
Single-family residential, detached	—	—	—	P
<b>Manufacturing, Transportation, Communication, and Utility Uses</b>				
Auto service establishment	—	—	—	—
Brewery, distillery and winery	P/C	P/C	P/C	—
Commercial food, textile and product manufacturing	—	P	—	—
Heavy manufacturing that may produce hazardous waste	—	—	—	—
Mini-storage	—	—	—	—
Miscellaneous light manufacturing (manufacturing processes that do not create hazardous waste)	P	P	—	—
Transportation services (air, rail, road, truck and freight)	P	P	—	—
Telecommunications and broadcasting (radio, TV, cable, wireless communications, telephone, etc.)	P	P	P	—
Utilities and utility services (electric, natural gas, alternative)	P/C	P/C	P/C	P/C
Wholesale trade establishment/warehouse and storage services	A	A	—	—
<b>Other Uses</b>				

Food trucks, food truck parks (See City of Jonesboro Code of Ordinances for standards on food trucks and food truck parks)	P	P	P	—
Home occupations	A	A	A	A
Parking, structured	P	P	P	—
Temporary use, other	P/C	P/C	P/C	P/C
Temporary use, surface parking lot	P/C	P/C	P/C	—
Veterinary clinic with outdoor services	—	—	—	—

**Table 3-2: Use Criteria Table**

Use	DJDC Zone	Use Criteria
<b>Manufacturing, transportation, communication, and utility uses</b>		
Brewery, Distillery and Winery	Core Mixed Use Commercial Mixed Use Industrial Arts	All brewing, distillery or winery equipment and process shall be conducted indoors at all times.
Utilities and utility services (electric, natural gas, alternative)	All DJDC Districts	<p>i) Outdoor storage of fleet vehicles, service areas, utility boxes and equipment may be permitted located along Pedestrian Priority Streets with such screening as required by the applicable Landscaping and Screening Requirements.</p> <p>ii) All such areas along other streets shall be screened with a required street screen (at least as high as the equipment being screened) (see Subsection 8.3 for standards). Any street trees or shrubbery planted in a public right-of-way, platted easement or private easement must meet the applicable Landscaping and Screening Requirements.</p>
<b>Other Uses</b>		

<p>Temporary Use, Other</p>	<p>All DJDC Districts</p>	<p>Any temporary use shall require a time limit not to exceed two years and be approved by the Metropolitan Area Planning Commission. After the two-year time limit, the applicant may receive a renewal of the temporary use.</p>
<p>Temporary Use, Surface Parking Lot</p>	<p>Core Mixed Use Commercial Mixed Use Industrial Arts</p>	<ul style="list-style-type: none"> <li>i) New surface parking lots shall be permitted as an interim use of property if they are the primary use of property.</li> <li>ii) Applications for new surface lots shall include in-fill building concepts on the lot with a site plan that meets the build-to-zone and building frontage standards of the specific character zone.</li> <li>iii) New surface parking shall be set back a minimum of 30' from the edge of the right-of-way of Pedestrian Priority Streets.</li> <li>iv) New surface parking shall not be located at a street intersection (of any Pedestrian Priority and Pedestrian-Friendly Streets only) for minimum of 30' from the intersection along each street.</li> </ul>

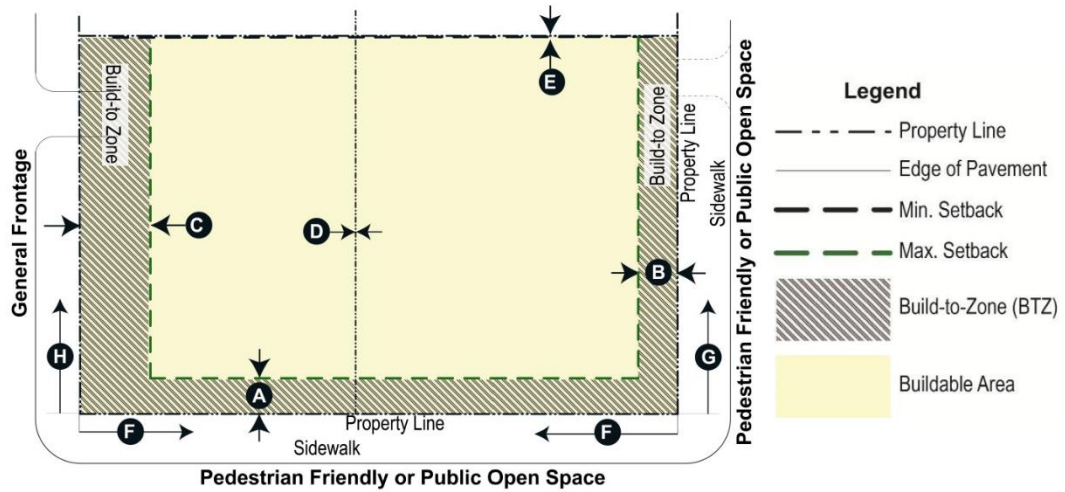
**“Exhibit B”**

**4.5 Neighborhood Transition (NBT)**

- a) **Illustrations and Intent:** The purpose of the Neighborhood Transition Zone is to support appropriate transition between existing residential neighborhoods and open space and the more active commercial and urban residential areas. The intent is to support the character of the neighborhoods around downtown.

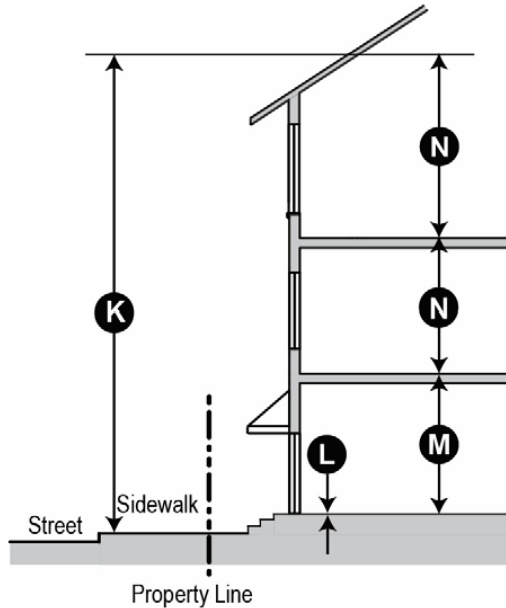
Development Standards within this DJDC zone specifically address the unique aspects of redevelopment in this area by retaining the existing development pattern while allowing higher density, pedestrian-oriented development to occur. In addition, the standards allow phasing of redevelopment and encourage the use of existing buildings, parking lots and utilities to the extent possible.

- b) **Building Placement:**



(i) <b>Build-to Zones (BTZs) and Setbacks</b> (Distance from property line to edge of the zone)		
Pedestrian-Friendly Frontage / Public Open Space	10' min. setback – 20' max. setback	<b>A / B</b>
General Frontage	10' min. setback – 30' max. setback	<b>C</b>
Side	10' min. setback; no max. setback	<b>D</b>
Rear	See Parking Standards Subsection 4.5 (e)	<b>E</b>
(ii) <b>Building Frontage</b>		
Pedestrian-Friendly Frontage	50% min.	<b>F / G</b>
General Frontage	30%	<b>H</b>

c) **Building Height:**



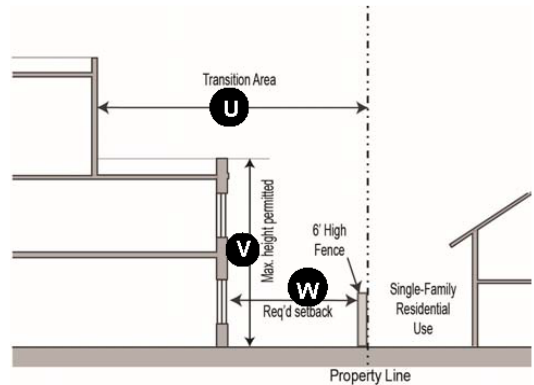
<b>(i) Principal Building Standards</b>		
Building height	<ul style="list-style-type: none"> <li>3 stories maximum by right *</li> <li>Transition requirement if adjacent to detached single-family zoned residential (Subsection 4.2 (e))</li> </ul>	<b>K</b>
First floor to ceiling height (fin. floor to structure of ceiling)	<ul style="list-style-type: none"> <li>10.5' min. for all frontages</li> </ul>	<b>M</b>
Ground floor finish level	<ul style="list-style-type: none"> <li>Maximum 12" rise for commercial ground floor.</li> </ul>	<b>L</b>
Upper floor(s) height (fin. floor to structure of ceiling)	<ul style="list-style-type: none"> <li>9' min.</li> </ul>	<b>N</b>
<b>(ii) Accessory Building Standards</b>		
Accessory buildings shall meet the standards for Principal Building standards in the Neighborhood Transition Zone.		

d) **Residential Transition Standards:**

The following transition standards shall apply to all new building construction and all upper story additions to existing buildings located adjacent to any existing single-family detached residentially zoned lots. This requirement shall NOT apply if an alley or other similar R-O-W separates the subject lot and the existing single-family detached residential lot.

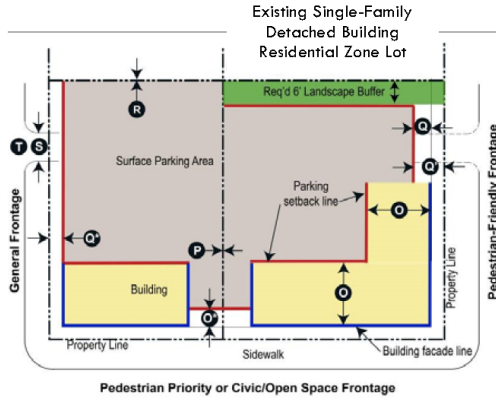
i.	Transition Area	30 feet min.	<b>U</b>
ii.	Max. Building Height at/within Transition Area	35 feet max.	<b>V</b>
iii.	Required setback	10 feet min.	<b>W</b>

A Residential Transition Area fence (minimum 6 feet and maximum 8 feet high) shall be required when adjacent to an existing single-family detached residentially zoned lot and shall be optional for all other adjacencies. The required fence shall be constructed of masonry or block. A 6-foot wide landscape buffer with evergreen shrubs planted at 3' on center and 6' min. in height at maturity shall also be required to be planted within the landscape buffer parallel to any single-family residential lot line. (see surface parking setbacks illustration; Subsection 4.5 (e) i)



e) **Parking & Service Access:**

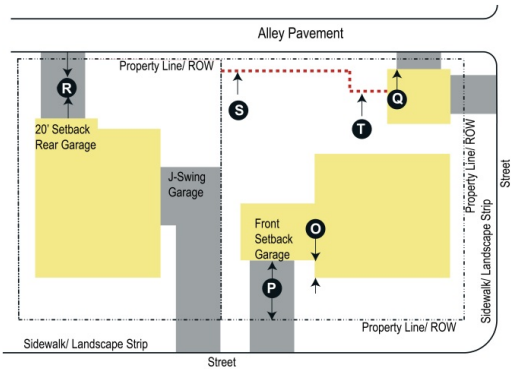
**(i) Surface Parking Setbacks for Non-Residential**



Standards for **S** and **T** in the illustrations above are referenced in standards for Driveways, Alleys and Service Access in Subsection 4.1 (c) iii.

Pedestrian Priority or Civic/Open Space Frontage	<ul style="list-style-type: none"> <li>Shall be located behind the principal building along that street frontage; or</li> <li>Min. 3' behind the building façade line along that street</li> </ul>	<b>O</b> <b>O*</b>
Pedestrian-Friendly Frontage	<ul style="list-style-type: none"> <li>Min. 3' behind the building façade line along that street or</li> <li>Min. 6' behind the property line along that street (if no buildings along the street frontage)</li> </ul>	<b>Q</b> <b>Q'</b>
General Frontage	<ul style="list-style-type: none"> <li>Min. 3' behind the property line along that street</li> </ul>	<b>Q*</b>
Side	<ul style="list-style-type: none"> <li>6' (min) only if adjacent to any single-family detached residential zoned lot;</li> <li>0' for all other adjacencies</li> </ul>	<b>P</b>
Rear	<ul style="list-style-type: none"> <li>6' (min) only if adjacent to any single-family detached residentially zoned lot;</li> <li>0' for all other adjacencies</li> </ul>	<b>R</b>

**(ii) Single-Family Residential Parking**



Public Open Space Frontage	<ul style="list-style-type: none"> <li>Min. 3' behind the building façade line along that street frontage; or</li> <li>Shall be located behind the principal building along that street frontage</li> </ul>	<b>O</b> <b>P</b>
General Frontage	<ul style="list-style-type: none"> <li>Min. 6' behind the property line along that street; or</li> <li>At or behind the building façade line along that frontage</li> </ul>	<b>O</b> <b>P</b>
Side / Rear	<ul style="list-style-type: none"> <li>4' min; no parking permitted on driveway, OR</li> <li>20' min; parking permitted on driveway</li> <li>On corner lots where alleys are not available or not feasible, rear garages may be entered from the side street.</li> </ul>	<b>Q</b> <b>R</b>
Alley Fence	<ul style="list-style-type: none"> <li>4' min from edge of typical pavement or</li> <li>8' min from edge of typical paving where above ground franchise equipment exists</li> </ul>	<b>S</b> <b>T</b>





# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: ORD-23:024

**Agenda Date:**

**Version:** 1

**Status:** Third Reading

**In Control:** City Council

**File Type:** Ordinance

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO C-3, LUO FOR PROPERTY LOCATED AT 200 ROYALE DRIVE AS REQUESTED BY HORIZON LAND SURVEYING ON BEHALF OF CURTNER ASSET MANAGEMENT

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

### **SECTION 1:**

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

FROM: **RESIDENTIAL DISTRICT, R-1**  
TO: **COMMERCIAL DISTRICT, C-3, LUO**

THE FOLLOWING DESCRIBED PROPERTY:

### **LEGAL DESCRIPTION:**

LOTS 11, R12, R13, R14, R15, R16, AND 17 OF THE TAYLOR 4TH REPLAT OF NORTH BELGRATH HEIGHTS SUBDIVISION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, AS SHOWN BY PLAT IN PLAT CABINET "B", PAGE 75 AT JONESBORO, CRAIGHEAD COUNTY, ARKANSAS,

AND

ABANDONED RIGHT-OF-WAY FOR BONAPARTE COVE (ORDINANCE NO. 23-008), JONESBORO, CRAIGHEAD COUNTY, ARKANSAS.

### **SECTION 2:**

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 LIMITED USE OVERLAY SHALL PROHIBIT: ADULT ENTERTAINMENT ALCOHOL SALES AND SERVICES TOBACCO SALES AND SERVICES



# Application for a Zoning Ordinance Map Amendment

METROPOLITAN AREA  
PLANNING COMMISSION  
Jonesboro, Arkansas

Meeting Date: 04/25/2023 Date Received: 03/30/23  
Meeting Deadline: 03/30/2023 Case Number: RZ-23-07

### LOCATION:

Site Address: N/A, Royale Dr. & Bonaparte Cove

Side of Street: N & S between Royale Dr. and Joe Mack Campbell Park

Quarter: SW Section: 10 Township: 14N Range: 3E

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

### SITE INFORMATION:

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

Size of site (square feet and acres): 2.28 acres Street frontage (feet): 346.92 ft.

Existing Use of the Site: Vacant

Character and adequacy of adjoining streets: Royale Dr. is Asphalt Surface, no curb & gutter

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 C-3

South R-1

East R-1

West R-1

Physical characteristics of the site: Vacant Property

Characteristics of the neighborhood: Commercial and Residential

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

**REZONING INFORMATION:**

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

**See Attached**

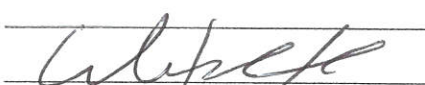
- (1). How was the property zoned when the current owner purchased it?
- (2). What is the purpose of the proposed rezoning? Why is the rezoning necessary?
- (3). If rezoned, how would the property be developed and used?
- (4). What would be the density or intensity of development (e.g. number of residential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

**OWNERSHIP INFORMATION:**

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


**Owner of Record:**

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

Name: Curtner Asset Management,  
 Address: 3101 Dan Ave.  
 City, State: Jonesboro, AR ZIP 72401  
 Telephone: 870-520-6290  
 Facsimile: \_\_\_\_\_  
 Signature: 

**Applicant:**

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

Name: Horizon Lane Surveying, LLC  
 Address: 2918 Wood St.  
 City, State: Jonesboro, AR ZIP 72404  
 Telephone: 870-243-0092  
 Facsimile: \_\_\_\_\_  
 Signature: 

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

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

## Rezoning Information

- (1). How was the property zoned when the current owner purchased it?  
**R-1**
- (2). What is the purpose of the proposed rezoning? Why is the rezoning necessary?  
**So the property can be used for its highest and best use.**
- (3). If rezoned, how would the property be developed and used?  
**The requested zoning is consistent with nearby commercial property.**
- (4). What would be the density or intensity of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)?  
**If rezoned the new development would be required to build per the regulation of the new zoning**
- (5). Is the proposed rezoning consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*?  
**It does not meet the current comprehensive plan, but does match the current commercial zoning in the area.**
- (6). How would the proposed rezoning be the public interest and benefit the community?  
**The property would be used for its highest and best use, and it would be a benefit to the nearby residents by allowing some commercial services to be closer to the area.**
- (7). How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area?  
**The subject property would be consistent with nearby commercial properties.**
- (8). Are there substantial reasons why the property cannot be used in accordance with existing zoning?  
**Yes, current zoning is not best use for the property and surrounding area.**
- (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.  
**There should be no adverse impact to the adjoining property owners.**
- (10). How long has the property remained vacant?  
**The property has been vacant before 2018, when the owners took possession.**
- (11). What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services?  
**There will be no adverse impact on utilities, streets, drainage, and emergency services.**
- (12). If the rezoning is approved, when would development or redevelopment begin?  
**Not known at this time.**
- (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.*  
**Owner is going door to door passing out letters explaining what he is proposing.**
- (14). If this application is for a Limited Use Overlay (LUO), the applicant must specify all uses desired to be permitted.  
**All allowed per zoning with exclusion of:  
Adult Entertainment & Tobacco/Alcohol Sales and Services**



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Extra Services & Fees (check box, add fee as appropriate)	\$0.00	
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<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	\$4.78	

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<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	\$4.78	

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<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	\$4.78	

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 Street and Apt. No., or PO Box No. 111 Royale Dr.  
 City, State, ZIP+4® Jonesboro AR 72401

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<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	\$4.78	

Sent To Kristopher + Danni Shipp  
 Street and Apt. No., or PO Box No. 204 Royale Dr.  
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<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	\$4.78	

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 Street and Apt. No., or PO Box No. 172 County Rd. 311  
 City, State, ZIP+4® Jonesboro AR 72401

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<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	
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Total Postage and Fees	\$4.78	

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 City, State, ZIP+4® Jonesboro AR 72401

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**OFFICIAL USE**

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\$  
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- Return Receipt (electronic) \$0.00
- Certified Mail Restricted Delivery \$0.00
- Adult Signature Required \$0.00
- Adult Signature Restricted Delivery \$

Postmark  
Here

Postage \$0.63  
\$  
03/31/2023  
Total Postage and Fees \$4.78

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Lonnie + Janet Weston  
Street and Apt. No., or PO Box No.  
2100 Catharine Dr.  
City, State, ZIP+4®  
Jonesboro AR 72404

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\$  
0405  
07

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- Return Receipt (hardcopy) \$0.00
- Return Receipt (electronic) \$0.00
- Certified Mail Restricted Delivery \$0.00
- Adult Signature Required \$0.00
- Adult Signature Restricted Delivery \$

Postmark  
Here

Postage \$0.63  
\$  
03/31/2023  
Total Postage and Fees \$4.78

Sent To  
Barry + Brenda Vaughn  
Street and Apt. No., or PO Box No.  
256 County Rd. 149  
City, State, ZIP+4®  
Jonesboro AR 72404

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LOT 2  
SHARP MINOR PLAT  
PARCEL NO.:  
01-143103-01400  
ZONED C-3

LOT 1  
NORTH BELGRATH HGTS  
PARCEL NO.:  
01-143103-09700  
ZONED R-1

UN-DEVELOPED  
PARCEL NO.:  
01-143103-04000  
ZONED R-1

LOT 2  
NORTH BELGRATH HGTS  
PARCEL NO.:  
01-143103-09800  
ZONED R-1

LOT 1  
CARR'S WEST SIDE ADDITION  
PARCEL NO.: 01-143103-00700  
ZONED C-3

LOT 2  
CARR'S WEST SIDE ADDITION  
PARCEL NO.: 01-143103-00900  
ZONED C-3

CITY OF JONESBORO  
JOE-MACK CAMPBELL PARK  
PARCEL NO.: 01-143103-00100  
ZONED R-1

CITY OF JONESBORO  
JOE-MACK CAMPBELL PARK  
PARCEL NO.: 01-143103-00100  
ZONED R-1

C/L ROYALE DRIVE

N00°40'41"E 346.92'

60'

LOT 11  
THE TAYLOR 4th  
REPLAT

LOT R12  
THE TAYLOR 4th  
REPLAT

LOT R13  
THE TAYLOR 4th  
REPLAT

LOT R14  
THE TAYLOR 4th  
REPLAT

LOT R15  
THE TAYLOR 4th  
REPLAT

LOT R16  
THE TAYLOR 4th  
REPLAT

LOT 18  
THE TAYLOR 4th  
REPLAT  
PARCEL NO.:  
01-143103-12000  
ZONED R-1

LOT R19  
THE TAYLOR 4th  
REPLAT  
PARCEL NO.:  
01-143103-12100  
ZONED R-1

ABANDONED RIGHT OF WAY  
FOR BONAPARTE COVE  
(ORD-23-008)

AREA  
2.28 ACRES  
99133.11 SQFT

S75°01'19"E 320.05'

S09°17'11"W 187.09'

S07°42'41"W 151.05'

N75°01'19"W 272.04'



VICINITY MAP  
NOT TO SCALE



**EXISTING ZONING: R-1  
REQUESTED ZONING: C-3 LUO**

**LEGAL DESCRIPTION:**

LOTS 11, R12, R13, R14, R15, R16, AND 17 OF THE TAYLOR 4TH REPLAT OF NORTH BELGRATH HEIGHTS SUBDIVISION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, AS SHOWN BY PLAT IN PLAT CABINET "B", PAGE 75 AT JONESBORO, CRAIGHEAD COUNTY, ARKANSAS,

AND

ABANDONED RIGHT-OF-WAY FOR BONAPARTE COVE (ORDINANCE NO. 23-008), JONESBORO, CRAIGHEAD COUNTY, ARKANSAS.

**CERTIFICATE OF SURVEY:**

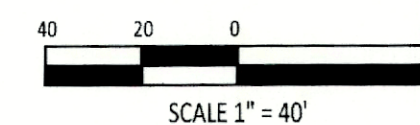
TO ALL PARTIES INTERESTED IN TITLE TO THESE PREMISES: I HEREBY CERTIFY THAT I HAVE PRIOR TO THIS DAY MADE A SURVEY OF THE ABOVE DESCRIBED PROPERTY AS SHOWN ON THE PLAT OF SURVEY HEREON. THE PROPERTY LINES AND CORNER MONUMENTS, TO THE BEST OF MY KNOWLEDGE AND ABILITY, ARE CORRECTLY ESTABLISHED: THE IMPROVEMENTS ARE AS SHOWN ON THE PLAT OF SURVEY. ENCROACHMENTS, IF ANY, AS DISCLOSED BY SURVEY, ARE SHOWN HEREON.

**SURVEYOR NOTES:**

- 1) BASIS OF BEARINGS: RECORD BEARINGS
- 2) THE RESEARCH COMPLETED FOR THIS SURVEY INCLUDES:
  - TAYLOR FOURTH REPLAT IN NORTH BELGRATH HEIGHTS SUBDIVISION (BOOK B, PAGE 75)
  - NORTH BELGRATH HEIGHTS SUBDIVISION (BOOK 179, PAGE 85)
  - WARRANTY DEED (DOCUMENT NO. 2018R-014661)
- 3) OWNER: CURTNER ASSET MANAGEMENT, LLC
- 4) FLOOD PLAIN: A PORTION OF THIS TRACT DOES LIE WITHIN THE 100-YR SPECIAL FLOOD HAZARD AREA PER FLOOD INSURANCE RATE MAP OF CRAIGHEAD CO., AR, AND INCORPORATED AREAS, COMMUNITY PANEL NO. 05031C0039 C WITH AN EFFECTIVE DATE OF 09/27/91.
- 5) THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD OR ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.
- 6) CURRENT ZONING: R-1 (SETBACKS: 25' STREET AND REAR; 7.5' SIDE)  
REQUESTED ZONING: C-3 (SETBACKS: 25' STREET; 10' SIDE; 20' REAR)

**LEGEND:**

- FOUND MONUMENT (AS NOTED)
- ⊙ SET MONUMENT (AS NOTED)
- △ COMPUTED POINT
- ◆ SECTION CORNER



**Horizon**  
LAND SURVEYING, LLC

PHONE: 870-243-0092

2918 WOOD STREET, JONESBORO, AR 72404

<b>PROJECT:</b> PART OF TAYLOR 4TH REPLAT	<b>CLIENT:</b> CURTNER ASSET MANAGEMENT, LLC
--	--



DRAWING INFO			
DRAWN BY:	BRE	SCALE:	1" = 40'
DATE:	03/23/2023	JOB NO.:	H22-174

REZONING PLAT  
SHEET NUMBER:  
**1 of 1**



***City of Jonesboro Metropolitan Area Planning Commission***  
**Staff Report – RZ 23-07, Royale Drive**  
**300 S. Church Street/Municipal Center**  
***For Consideration by Planning Commission on April, 25 2023***

**REQUEST:** To consider a rezoning of one tract of land containing 2.28 +/- acres

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

**APPLICANT:** Horizon Land Surveying, 2918 Wood St., Jonesboro AR

**OWNER:** Curtner Asset Management, 3101 Dan Ave., Jonesboro AR

**LOCATION:** East of 200 Royale Drive

**SITE**

**DESCRIPTION:** **Tract Size:** Approx. 2.28 Acres

**Street Frontage:** Approx. 346 ft. on Royale Drive

**Existing Development:** Vacant

**SURROUNDING CONDITIONS:**

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

**HISTORY:** Property has never been developed.

## ZONING ANALYSIS:

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

### **Comprehensive Plan Land Use Map:**

The Current/Future Land Use Map recommends this location as a **Moderate Intensity** Growth Sector. A wider mix of land uses is appropriate in the moderate intensity sectors. Control of traffic is probably the most important consideration in this sector. Additionally, good building design, use of quality construction materials, and more abundant landscaping are important considerations in what is approved, more so than the particular use. Limits on hours of operation, lighting standards, screening from residential uses, etc. may be appropriate. Consideration should be given to appropriate locations of transit stops.

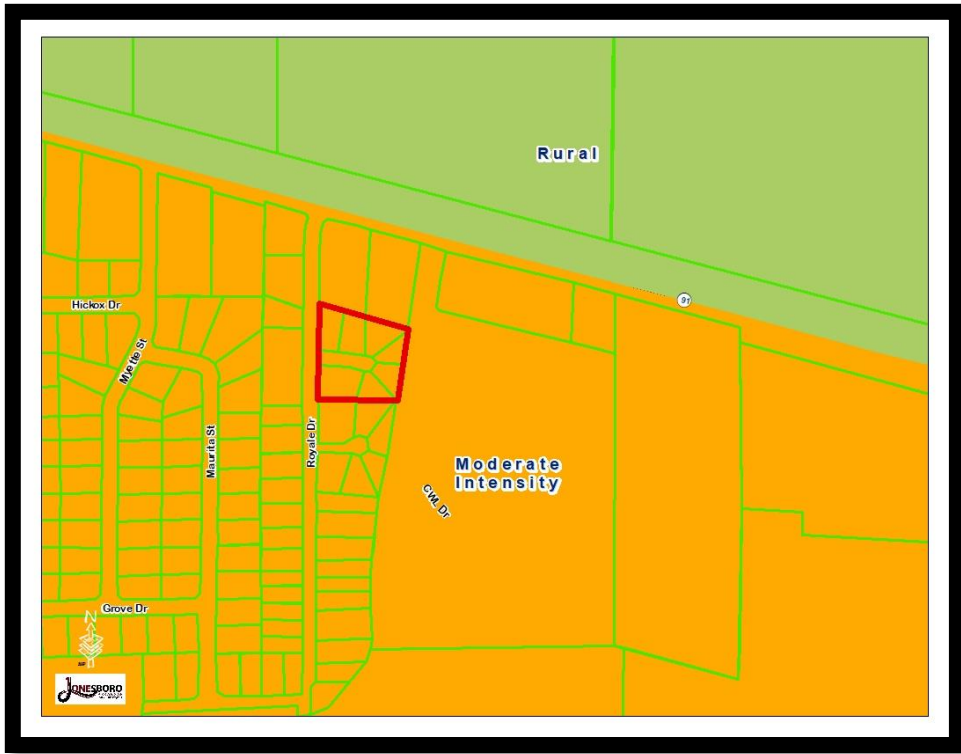
Typical Land Uses:

- Single Family Residential
- Attached Single Family, duplexes, triplexes and fourplexes
- Neighborhood retail, Neighborhood services Office parks
- Smaller medical offices
- Libraries, schools, other public facilities
- Senior living centers/nursing homes, etc.
- Community-serving retail
- Small supermarket
- Convenience store
- Bank
- Barber/beauty shop
- Farmer's Market
- Pocket Park

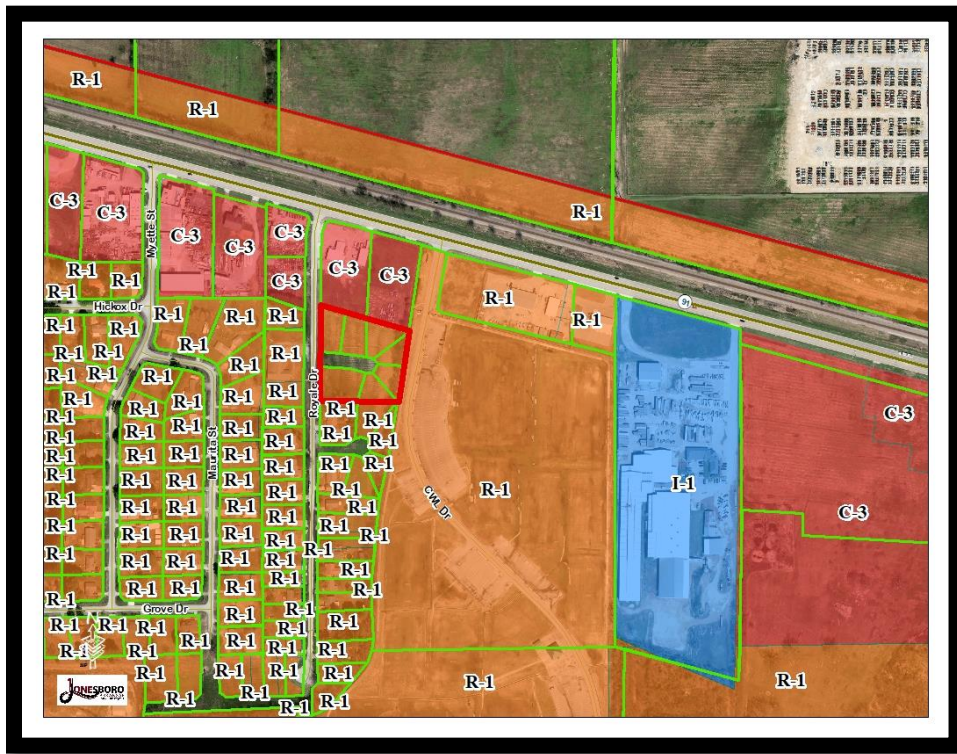
Density: 1/5 to 1/3 acre lots for Single Family

Height: 4 stories

Traffic: Approximately 300 peak hour trips (Commercial Only)



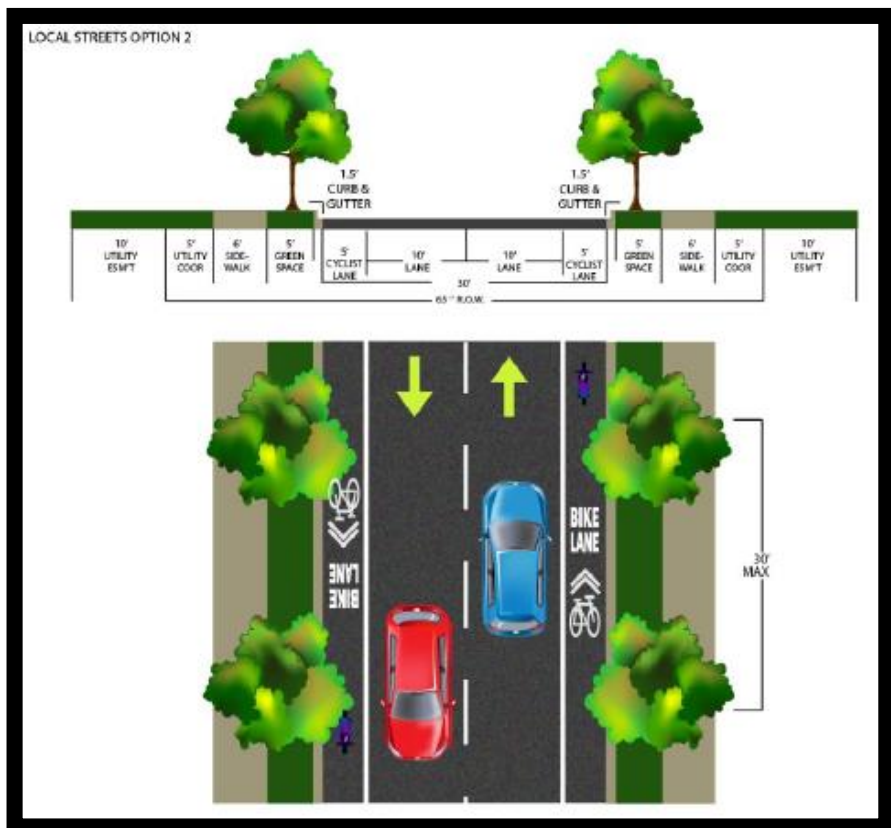
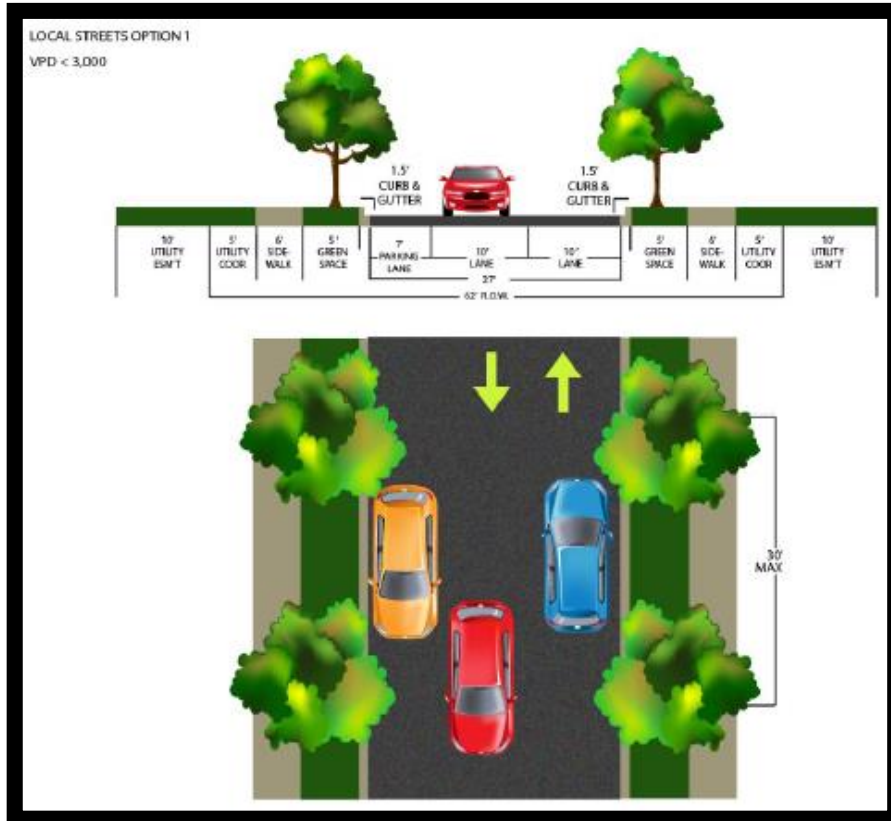
*Land Use Map*



*Zoning Map*

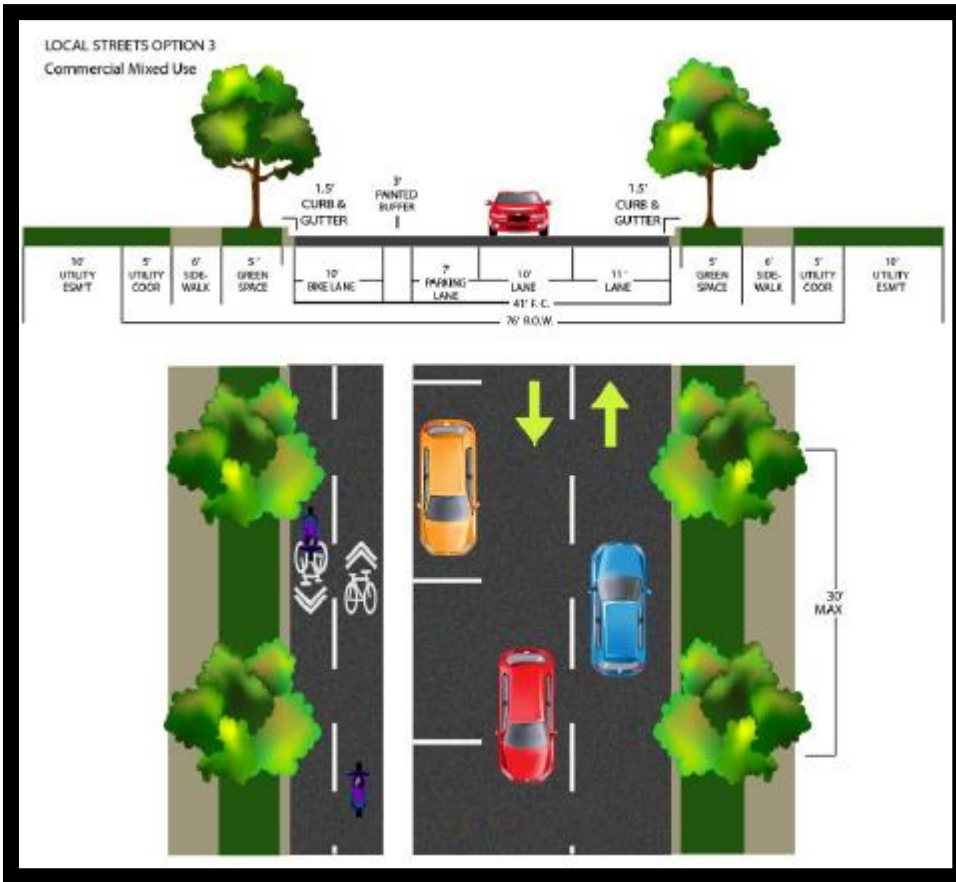


# Local Street











# Local Street Cont.



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

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

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

## Staff Findings:

### Applicant's Purpose

The proposed area is currently classified as R-1, Single-Family Medium Density. The applicant is applying for a Rezoning to allow for commercial use, restricting adult entertainment and tobacco/alcohol sales and services.

Rezoning this property is not consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*.

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

*C-3, general commercial district.* The purpose of this district is to provide appropriate locations for commercial and retail uses which are convenient and serve the needs of the traveling public. The district also provides locations for limited amounts of merchandise, equipment and material being offered for retail sale that are more suitable for storage and display outside the confines of an enclosed structure. Appropriate locations for this district are along heavily traveled arterial street. Development of groupings of facilities shall be encouraged, as opposed to less desirable strip commercial.

### Departmental/Agency Reviews:

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

Department/Agency	Reports/ Comments	Status
<b>Engineering</b>	No issues were reported	
<b>Streets/Sanitation</b>	No issues were reported	
<b>Police</b>	No issues were reported	
<b>Fire Department</b>	No issues were reported	
<b>MPO</b>	No issues were reported	
<b>Jets</b>	No issues were reported	
<b>Utility Companies</b>	No issues were reported	CWL
<b>Code Enforcement</b>	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 23-07 a request to rezone property from “R-1” Single-Family Low Density to “C-3 LUO” General Commercial with a Limited Use Overlay; 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 Limited Use Overlay shall prohibit:
  - Adult Entertainment
  - Alcohol Sales and Services
  - Tobacco Sales and Services

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

\*\*\*\*\*

**Sample Motion:**

I move that we place Case: RZ 23-07 on the floor for consideration of recommendation by MAPC to the City Council with the noted conditions, and we, the MAPC find that to rezone property from “R-1” Single-Family Low Density to “C-3 LUO” General Commercial with a Limited Use Overlay will be compatible and suitable with the zoning, uses, and character of the surrounding area.

\*\*\*\*\*  
**MAPC RECORD OF PROCEEDINGS: PUBLIC HEARING HELD ON APRIL 25, 2023**  
\*\*\*\*\*

RZ-23-07 REZONING REQUEST: Royale Drive Horizon Land Surveying is requesting MAPC approval for a rezoning from R-1, single-family medium density to C-3 L.U.O., general commercial with a limited use overlay. This property is 2.28 acres and located east of 200 Royale Drive.

Michael Boggs – Tralan Engineering: We’re looking to get this property rezoned to match the existing zoning of the properties to the North that the owner currently has.

Derrel Smith – Staff: We’ve reviewed it and we’d 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 Limited Use Overlay shall prohibit:
  - Adult Entertainment
  - Alcohol Sales and Services
  - Tobacco Sales and Services
  -

Lonnie Roberts – Commission: Would anyone like to give public comments on this?

Paul Ford – Commission: I can’t tell from the drawings, is there already a street cul-de-sac built or is that conceptualized?

Boggs: No, the property hasn’t been replatted yet. Previously we had the right of way abandoned recently so there’s no right of way into that, no street built, nothing. It was just platted and never built.

Ford: It’s platted as a cul-de-sac, as residential?

Boggs: Yes.

Ford: But it didn’t happen?

Boggs: No. But we have had it abandoned and everything is clear on that now

**COMMISSION ACTION:**

Mr. Dennis Zolper made a motion to approve Case RZ: 23-07, 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 Limited Use Overlay shall prohibit:
  - Adult Entertainment
  - Alcohol Sales and Services
  - Tobacco Sales and Services

Roll Call Vote:

Aye: 7 – Paul Ford, Jimmy Cooper, Jim Little, Dennis Zolper, Stephanie Nelson, Jeff Steiling, & Kevin Bailey

Nay: 0

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