



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Agenda Public Works Council Committee

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Thursday, January 3, 2019

5:00 PM

Municipal Center

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### ELECTION OF A CHAIR

#### 1. Call To Order

#### 2. Roll Call by City Clerk Donna Jackson

#### 3. Approval of minutes

[MIN-18:118](#) Minutes for the Public Works Committee meeting on December 4, 2018

Attachments: [Minutes](#)

#### 4. New Business

### *ORDINANCES TO BE INTRODUCED*

[ORD-18:087](#) AN ORDINANCE TO TO AMEND CHAPTER 50-31 TO REFLECT THE NAME CHANGE AT THE DOG PARK AND CHAPTER 50-33 TO REQUIRE ALL ADULT DOGS TO BE SPAYED OR NEUTERED BEFORE ENTERING THE PARK

Sponsors: Parks & Recreation

Attachments: [ORD 18 070.pdf](#)

### *RESOLUTIONS TO BE INTRODUCED*

[RES-18:197](#) A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO GRANT EASEMENTS (CONSTRUCTION AND UTILITY) TO CITY WATER AND LIGHT PLANT OF JONESBORO, ARKANSAS

Sponsors: Engineering

Attachments: [Easement Agreement](#)

[RES-18:202](#) A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE A PERMANENT CONSTRUCTION EASEMENT FROM CHRISTOPHER AND DEBORAH HAAS FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING A CITY STREET

Sponsors: Engineering

Attachments: [Permanant Construction Easement - Haas](#)

**5. Pending Items**

**6. Other Business**

**7. Public Comments**

**8. Adjournment**



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Legislation Details (With Text)

|                       |  |                      |   |                      |  |
|-----------------------|--|----------------------|---|----------------------|--|
| <b>File #:</b>        | MIN-18:118   | <b>Version:</b>      | 1 | <b>Name:</b>         | Minutes for the Public Works Committee meeting on December 4, 2018 |
| <b>Type:</b>          | Minutes  | <b>Status:</b>       |   | <b>Status:</b>       | To Be Introduced   |
| <b>File created:</b>  | 12/5/2018  | <b>In control:</b>   |   | <b>In control:</b>   | Public Works Council Committee                                     |
| <b>On agenda:</b>     |  | <b>Final action:</b> |   | <b>Final action:</b> |  |
| <b>Title:</b>         | Minutes for the Public Works Committee meeting on December 4, 2018 |                      |   |                      |  |
| <b>Sponsors:</b>      |  |                      |   |                      |  |
| <b>Indexes:</b>       |  |                      |   |                      |  |
| <b>Code sections:</b> |  |                      |   |                      |  |
| <b>Attachments:</b>   | <a href="#">Minutes</a>  |                      |   |                      |  |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Minutes for the Public Works Committee meeting on December 4, 2018



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Minutes Public Works Council Committee

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Tuesday, December 4, 2018

5:00 PM

Municipal Center

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### 1. Call To Order

### 2. Roll Call by City Clerk Donna Jackson

*Mayor Harold Perrin was in attendance.*

**Present** 7 - Gene Vance; Mitch Johnson; John Street; Chris Moore; Charles Coleman; LJ Bryant and Ann Williams

### 3. Approval of minutes

[MIN-18:109](#)

MINUTES FOR THE PUBLIC WORKS COMMITTEE MEETING ON NOVEMBER 8, 2018

**Attachments:** [Public Works Meeting Minutes 11082018.pdf](#)

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

**Aye:** 6 - Gene Vance; Mitch Johnson; Chris Moore; Charles Coleman; LJ Bryant and Ann Williams

### 4. New Business

#### *ORDINANCES TO BE INTRODUCED*

[ORD-18:081](#)

AN ORDINANCE TO AMEND CHAPTER 42 OF THE JONESBORO CODE OF ORDINANCES TO ADD ARTICLE VI SHORT-TERM RESIDENTIAL RENTALS AND AMEND CHAPTER 117-138 AND 117-139 OF THE ZONING USE TABLES

**Sponsors:** Planning

**Attachments:** [Jonesboro Fire Department STR.pdf](#)  
[Short Term Rental Permit Application.pdf](#)  
[STRP Affidavit.pdf](#)  
[STRP Instructions.pdf](#)  
[STRP Notification Template.pdf](#)

*Councilmember Gene Vance said I have one question and it has to do with the fire department's requirement. They have the requirement for a smoke alarm, but they don't have any requirements for carbon monoxide alarms. I think with what has happened recently in that particular industry that they might want to look into that.*

*Councilmember Chris Moore said if that is language that needs to be amended then we could simply amend that to say smoke alarm. City Attorney Carol Duncan said I think that's really just an attachment with some guidelines from them. It's not really part of the actual ordinance and we can amend that by staff. Councilmember Vance said it can be changed by the fire department and us not be involved in it. Ms. Duncan said correct. Councilmember Vance said, Chief Miller, if you will, please make that suggestion to at least look into it.*

*Councilmember L.J. Bryant said I have a question for Planning Director Derrel Smith. In the last part where it was talking about the C-1 variable, does that mean that if somebody had something zoned commercial they could build something that would seem almost like a single-family house for short-term rentals? Mr. Smith said the reason for the CR-1 and the C-1 is that they allow residential uses on the upper floors now. So, if there are apartments downtown that would fall under that, they would be allowed to do the short-term rentals.*

**A motion was made by Councilperson Mitch Johnson, seconded by Councilperson Gene Vance, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 6 - Gene Vance; Mitch Johnson; Chris Moore; Charles Coleman; LJ Bryant and Ann Williams

#### **RESOLUTIONS TO BE INTRODUCED**

##### **RES-18:183**

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO NAME THE NEWLY CONSTRUCTED DOG PARK LOCATED AT THE EARL BELL COMMUNITY CENTER THE MIDTOWN DOG PARK AT EARL BELL COMMUNITY CENTER.

**Sponsors:** Parks & Recreation

**Attachments:** [Parks and Rec Dog Park Naming Letter .pdf](#)

*Mayor Harold Perrin said we have talked to Mr. Bell and there were a lot of comments made during the dedication. We don't anticipate this being the last dog park. So, we would like to have this named Midtown Dog Park at Earl Bell Community Center, since it's right in the middle of the city. Mr. Bell had absolutely no problem with that. I think it's more distinguished of what it is and where it's at. Chairmember John Street said so you want to amend it. Mayor Perrin said if I could get a motion to do that it would be great. Councilmember Chris Moore said I will make a motion that we recommend to full council that it be named Midtown Dog Park at Earl Bell Community Center.*

*City Attorney Carol Duncan said one more thing to avoid confusion. We adopted an ordinance, the rules, which also call it the Earl Bell Dog Park. So, we'll be bringing back an amendment to that ordinance that changes the name in that ordinance, and it may have some other changes in the rules that have come to our attention. To avoid confusion, you will see an amendment to the dog park rules ordinance that changes the name to this as well, and also makes maybe a couple of other changes, but it will come to committee.*

**A motion was made by Councilperson Chris Moore, seconded by Councilperson LJ Bryant, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 6 - Gene Vance; Mitch Johnson; Chris Moore; Charles Coleman; LJ Bryant and Ann Williams

[RES-18:189](#)

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO CONTINUE A JOINT FUNDING AGREEMENT WITH THE U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR FOR THE OPERATION AND MAINTENANCE OF TWO STREAMGAGES IN JONESBORO

**Sponsors:** Engineering

**Attachments:** [2019 Agreement.pdf](#)

*Chairmember John Street said this is something we've done every year for quite a few years now. Mayor Harold Perrin said this ties into the core study, too. This is our contribution in the full study of that area. Councilmember Chris Moore asked if it was at the same price that we've always paid or was there an increase. Mayor Perrin said I think it is the same price. If I'm not mistaken. Councilmember Moore said I know it's been the same the past couple of years. Chairmember Street said Engineering Director Craig Light indicated that it was the same price.*

**A motion was made by Councilperson Chris Moore, seconded by Councilperson Gene Vance, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 6 - Gene Vance; Mitch Johnson; Chris Moore; Charles Coleman; LJ Bryant and Ann Williams

[RES-18:193](#)

A RESOLUTION REQUESTING FREE UTILITY SERVICE FROM CITY WATER AND LIGHT FOR A TRAFFIC SIGNAL

**Sponsors:** Engineering

*Councilmember Chris Moore asked if this was the new signal at Henson Road. Mayor Harold Perrin said it's on Dan Avenue. It's the one where we cut the road in going into the Lacy property. Chairmember John Street said it's next to Joe Mack Campbell Park. Councilmember Moore said it's across from Henson Road. Mayor Perrin said yes sir. It's already up and we have the signal heads covered up and as soon as we get this approved, we can start getting that functional. Councilmember Moore said I saw that it had bike lanes or wide sidewalks, or something right there, too.*

**A motion was made by Councilperson Chris Moore, seconded by Councilperson Gene Vance, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 6 - Gene Vance; Mitch Johnson; Chris Moore; Charles Coleman; LJ Bryant and Ann Williams

## **5. Pending Items**

## **6. Other Business**

*Councilmember Dr. Charles Coleman said I had mentioned the crosswalk on Highway 141 in front of Parker Park. I don't know if that's a state issue or a city issue. Have they looked at it in any way? Engineering Director Craig Light said the Metropolitan Planning Organization, MPO, is working with the highway department on possible solutions to that crosswalk. I don't know what their timetable is and I don't think anybody from MPO is here tonight, but we can get that information to you. Councilmember Dr. Coleman said okay. I appreciate it. Thank you.*

*Chairmember John Street said I think it was over budget, if I'm not mistaken, on the*

*one on Johnson. Maybe that was included with that, but I think they've got it back down to within like \$263. So, it should be forthcoming pretty soon. Mayor Perrin said right.*

## **7. Public Comments**

## **8. Adjournment**

**A motion was made by Councilperson Mitch Johnson, seconded by Councilperson LJ Bryant, that this meeting be Adjourned. The motion PASSED with the following vote.**

**Aye:** 6 - Gene Vance; Mitch Johnson; Chris Moore; Charles Coleman; LJ Bryant and Ann Williams



## Legislation Details (With Text)

|                       |   |                      |   |              |  |
|-----------------------|---|----------------------|---|--------------|--|
| <b>File #:</b>        | ORD-18:087  | <b>Version:</b>      | 1 | <b>Name:</b> | AMEND CHAPTER 50-31 TO REFLECT THE NAME CHANGE AT THE DOG PARK AND CHAPTER 50-33 TO REQUIRE ALL ADULT DOGS TO BE SPAYED OR NEUTERED BEFORE ENTERING THE PARK |
| <b>Type:</b>          | Ordinance   | <b>Status:</b>       |   |              | To Be Introduced   |
| <b>File created:</b>  | 12/12/2018  | <b>In control:</b>   |   |              | Public Works Council Committee   |
| <b>On agenda:</b>     |   | <b>Final action:</b> |   |              |  |
| <b>Title:</b>         | AN ORDINANCE TO TO AMEND CHAPTER 50-31 TO REFLECT THE NAME CHANGE AT THE DOG PARK AND CHAPTER 50-33 TO REQUIRE ALL ADULT DOGS TO BE SPAYED OR NEUTERED BEFORE ENTERING THE PARK |                      |   |              |  |
| <b>Sponsors:</b>      | Parks & Recreation  |                      |   |              |  |
| <b>Indexes:</b>       |   |                      |   |              |  |
| <b>Code sections:</b> |   |                      |   |              |  |
| <b>Attachments:</b>   | <a href="#">ORD 18 070.pdf</a>  |                      |   |              |  |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

AN ORDINANCE TO TO AMEND CHAPTER 50-31 TO REFLECT THE NAME CHANGE AT THE DOG PARK AND CHAPTER 50-33 TO REQUIRE ALL ADULT DOGS TO BE SPAYED OR NEUTERED BEFORE ENTERING THE PARK

WHEREAS, the City passed Ordinance 18:070 to establish standards for a dog park in Jonesboro, which included the name of the dog park as “The Earl Bell Dog Park” and;

WHEREAS, the name of the dog park has since been approved as the “Midtown Dog Park.”

WHEREAS, the City Council of the City of Jonesboro, Arkansas has determined that it is in the best interest of the citizens of the City to amend Chapter 50-33 to add: “10) All adult dogs shall be spayed/neutered prior to entering the dog park.”

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

SECTION ONE: That Chapter 50-31 of the Jonesboro Code of Ordinances shall hereby be amended reflect the name of the dog park as the “Midtown Dog Park.”

SECTION TWO: That Chapter 50-32 shall be amended to add the following section:

10) All adult dogs shall be spayed/neutered prior to entering the dog park.



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: ORD-18:070

Agenda Date:

Version: 2

Status: Passed

In Control: Public Works Council Committee

File Type: Ordinance

### AN ORDINANCE TO AMEND CHAPTER 50 OF THE JONESBORO ORDINANCES TO ESTABLISH STANDARDS FOR THE JONESBORO DOG PARK

WHEREAS, the City Council of the City of Jonesboro, Arkansas desires to establish a dog park in the City of Jonesboro; and

WHEREAS, the dog park shall be located at the Earl Bell Community Center; and

WHEREAS, it is the desire of the City Council to provide for the rules and regulations of the dog park for the health, safety, and welfare of the citizens and dogs using the park.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS THAT CHAPTER 50 PARKS AND RECREATION SHALL BE AMENDED TO ADD ARTICLE III DOG PARKS TO INCLUDE THE FOLLOWING LANGUAGE:

#### Sec.50-31 Location; purpose

- 1) The Earl Bell Dog Park is located at the Earl Bell Community Center and is available for use by Jonesboro residents and/or visitors only.
- 2) The dog park is a location set aside for dogs and their owners to exercise and play off leash in a controlled (i.e. fenced) environment.
- 3) Users of the dog park do so at their own risk. Dog behavior can be unpredictable around other dogs and strangers. Dog owners/handlers are strictly liable for any damage or injury caused by their accompanied dog(s).

#### Sec. 50-32 Dog park season

- 1) The dog park shall be open daily from 7:00 am until 8:00 pm.
- 2) It shall be unlawful for anyone to loiter, idle, wander, stroll or play in the dog park when it is closed. However, if anyone applies for permission to carry out an activity in the dog park during the hours it is closed and the director of Jonesboro Parks Department determines that such activity will not create a disturbance or public nuisance; the director shall have the authority to issue a special permit for such activity.

#### Sec.50-33 Dog park use, generally

- 1) A copy of the dog park rules shall be posted on signage at the park and shall be available

on the city website. A copy may also be obtained in the office at the Earl Bell Community Center.

- 2) Dogs under six (6) months of age are not allowed in the dog park.
- 3) Only dogs accompanied by an owner/handler at least 18 years of age are permitted to be in the dog park.
- 4) It shall be unlawful for any person to bring a dog weighing 30 pounds or more into the designated "small dog area" of the dog park.
- 5) It shall be unlawful for any person to bring a dog weighing 30 pounds or less into the designated "large dog area" of the park.
- 6) An owner/handler may not accompany more than two dogs in the dog park at any one time.
- 7) Dogs must wear collars (no pronged, pinched, or spiked collars) or harnesses bearing current vaccination information at all times while in the dog park. In addition, owners/handlers must be able to immediately provide paper documentation that each animal at the park is current on all vaccinations at the request of any park employee, animal control officer, or police officer.
- 8) Dog owners/handlers must be in possession of a leash or other means of physical restraint at all times. Dogs must be on leash to and from the dog park access points.
- 9) Dog owners/handlers must limit their use of electronic devices so that the use does not interfere with their ability to actively monitor their dog's behavior.

Sec. 50-34 Care of dog park

- 1) Dog owners/handlers are required to remove and properly dispose of all animal waste immediately. It shall be unlawful to leave the dog park without first cleaning up and disposing of all animal waste left by an accompanied dog.
- 2) Dog owners/handlers must stop any accompanied dog from digging and must fill any holes caused by an accompanied dog. It shall be unlawful for a dog owner/handler to leave the dog park without first filling any holes caused by an accompanied dog.
- 3) Dog owners/handlers/visitors are responsible for properly using all of the elements provided in the dog park including, but not limited to, the fencing, the gates, the benches, the fountains, the exercise apparatus, etc., and will be responsible for the costs to repair any element that is not properly used.
- 4) Dog owners/handlers/visitors are responsible for reporting any activity that violates any provision of this Article. Violations shall be reported to the Jonesboro Parks Department or the Jonesboro Animal Control Department.

Sec. 50-35 Dog park health rules

- 1) Full current immunizations (rabies, DHLLP or DAPPL, and Bordetella) of all dogs are required and must be shown upon request of any park employee, animal control officer, or police officer.
- 2) It shall be unlawful for any owner/handler to bring a dog that has a contagious condition, disease, parasites, or fresh wound into the dog park.

Sec. 50-56 Bites and aggression in the dog park

- 1) All dog bites by a dog in the dog park must be reported to the Jonesboro Animal Control

Department. It shall be unlawful for any owner/handler to fail to report a bite by their dog or the dog of another person within 24 hours of the incident.

- 2) Dogs showing aggression towards people or other dogs must be removed from the dog park immediately. It shall be unlawful for any owner/handler to fail to immediately leash and remove any dog showing aggression from the dog park. Dogs that exhibit aggressive behavior are not allowed in the dog park at any time.
- 3) It shall be unlawful for any person to bring any dog deemed to be a vicious dog or a dangerous dog by any state or local government or agency into the dog park.

Sec. 50-57 Children in the dog park

- 1) No child under seven years of age is permitted in the fenced in area of the dog park. It shall be unlawful for a parent or guardian to permit a child less than seven years of age to be in the fenced in area of the dog park.
- 2) Every child over seven and under eighteen years of age in the dog park must be accompanied by an adult who is at least eighteen years of age and who is directly supervising the activities of that minor child. It shall be unlawful for a parent or guardian to permit a child over seven and under eighteen years of age to be in the dog park unless the child is accompanied by an adult who is at least eighteen years of age and who is directly supervising the activities of that minor child.
- 3) Dog owners/handlers must be 18 years of age or older.

Sec. 50-58 Unlawful possession.

- 1) While in the dog park it shall be unlawful:
  - a. For any person to possess food for humans or dogs, including dog treats.
  - b. For any person to possess/use tobacco products, herbal products, vapes, alcoholic beverages, or glass containers.
  - c. For any person to possess dog toys,
  - d. For any person to possess or unleash an animal other than a dog.
  - e. For any person to possess/use a skateboard, skates, a bicycle, a scooter, or any other wheeled apparatus. The operation of a non-motorized wheelchair or motorized mobility device by a person with physical disabilities is exempt from the sub-section.

Sec. 50-59 Penalties

- 1) Any person who violates this section shall be subject to the following:
  - a. First offense: a fine not less than \$100.
  - b. Second offense: a fine of not less than \$250.
  - c. Third and subsequent offenses: a fine of not less than \$500 and shall be expelled from the dog park for no less than one (1) year.
- 2) In addition, any person who fails to comply with dog park rules and regulations may be subject to expulsion from the dog park by a City of Jonesboro park employee, animal control officer, or police officer.
- 3) Any person who has been expelled or banned from the dog park and returns to the dog park premises (with or without a dog) shall be guilty of criminal trespass.

PASSED AND APPROVED this 20th day of November, 2018.



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: ORD-18:070

Agenda Date:

Version: 2

Status: Passed

In Control: Public Works Council Committee

File Type: Ordinance

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WHEREAS, the dog park shall be located at the Earl Bell Community Center; and

WHEREAS, it is the desire of the City Council to provide for the rules and regulations of the dog park for the health, safety, and welfare of the citizens and dogs using the park.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS THAT CHAPTER 50 PARKS AND RECREATION SHALL BE AMENDED TO ADD ARTICLE III DOG PARKS TO INCLUDE THE FOLLOWING LANGUAGE:

#### Sec.50-31 Location; purpose

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- 2) The dog park is a location set aside for dogs and their owners to exercise and play off leash in a controlled (i.e. fenced) environment.
- 3) Users of the dog park do so at their own risk. Dog behavior can be unpredictable around other dogs and strangers. Dog owners/handlers are strictly liable for any damage or injury caused by their accompanied dog(s).

#### Sec. 50-32 Dog park season

- 1) The dog park shall be open daily from 7:00 am until 8:00 pm.
- 2) It shall be unlawful for anyone to loiter, idle, wander, stroll or play in the dog park when it is closed. However, if anyone applies for permission to carry out an activity in the dog park during the hours it is closed and the director of Jonesboro Parks Department determines that such activity will not create a disturbance or public nuisance; the director shall have the authority to issue a special permit for such activity.

#### Sec.50-33 Dog park use, generally

- 1) A copy of the dog park rules shall be posted on signage at the park and shall be available

on the city website. A copy may also be obtained in the office at the Earl Bell Community Center.

- 2) Dogs under six (6) months of age are not allowed in the dog park.
- 3) Only dogs accompanied by an owner/handler at least 18 years of age are permitted to be in the dog park.
- 4) It shall be unlawful for any person to bring a dog weighing 30 pounds or more into the designated "small dog area" of the dog park.
- 5) It shall be unlawful for any person to bring a dog weighing 30 pounds or less into the designated "large dog area" of the park.
- 6) An owner/handler may not accompany more than two dogs in the dog park at any one time.
- 7) Dogs must wear collars (no pronged, pinched, or spiked collars) or harnesses bearing current vaccination information at all times while in the dog park. In addition, owners/handlers must be able to immediately provide paper documentation that each animal at the park is current on all vaccinations at the request of any park employee, animal control officer, or police officer.
- 8) Dog owners/handlers must be in possession of a leash or other means of physical restraint at all times. Dogs must be on leash to and from the dog park access points.
- 9) Dog owners/handlers must limit their use of electronic devices so that the use does not interfere with their ability to actively monitor their dog's behavior.

Sec. 50-34 Care of dog park

- 1) Dog owners/handlers are required to remove and properly dispose of all animal waste immediately. It shall be unlawful to leave the dog park without first cleaning up and disposing of all animal waste left by an accompanied dog.
- 2) Dog owners/handlers must stop any accompanied dog from digging and must fill any holes caused by an accompanied dog. It shall be unlawful for a dog owner/handler to leave the dog park without first filling any holes caused by an accompanied dog.
- 3) Dog owners/handlers/visitors are responsible for properly using all of the elements provided in the dog park including, but not limited to, the fencing, the gates, the benches, the fountains, the exercise apparatus, etc., and will be responsible for the costs to repair any element that is not properly used.
- 4) Dog owners/handlers/visitors are responsible for reporting any activity that violates any provision of this Article. Violations shall be reported to the Jonesboro Parks Department or the Jonesboro Animal Control Department.

Sec. 50-35 Dog park health rules

- 1) Full current immunizations (rabies, DHLLP or DAPPL, and Bordetella) of all dogs are required and must be shown upon request of any park employee, animal control officer, or police officer.
- 2) It shall be unlawful for any owner/handler to bring a dog that has a contagious condition, disease, parasites, or fresh wound into the dog park.

Sec. 50-56 Bites and aggression in the dog park

- 1) All dog bites by a dog in the dog park must be reported to the Jonesboro Animal Control

Department. It shall be unlawful for any owner/handler to fail to report a bite by their dog or the dog of another person within 24 hours of the incident.

- 2) Dogs showing aggression towards people or other dogs must be removed from the dog park immediately. It shall be unlawful for any owner/handler to fail to immediately leash and remove any dog showing aggression from the dog park. Dogs that exhibit aggressive behavior are not allowed in the dog park at any time.
- 3) It shall be unlawful for any person to bring any dog deemed to be a vicious dog or a dangerous dog by any state or local government or agency into the dog park.

Sec. 50-57 Children in the dog park

- 1) No child under seven years of age is permitted in the fenced in area of the dog park. It shall be unlawful for a parent or guardian to permit a child less than seven years of age to be in the fenced in area of the dog park.
- 2) Every child over seven and under eighteen years of age in the dog park must be accompanied by an adult who is at least eighteen years of age and who is directly supervising the activities of that minor child. It shall be unlawful for a parent or guardian to permit a child over seven and under eighteen years of age to be in the dog park unless the child is accompanied by an adult who is at least eighteen years of age and who is directly supervising the activities of that minor child.
- 3) Dog owners/handlers must be 18 years of age or older.

Sec. 50-58 Unlawful possession.

- 1) While in the dog park it shall be unlawful:
  - a. For any person to possess food for humans or dogs, including dog treats.
  - b. For any person to possess/use tobacco products, herbal products, vapes, alcoholic beverages, or glass containers.
  - c. For any person to possess dog toys,
  - d. For any person to possess or unleash an animal other than a dog.
  - e. For any person to possess/use a skateboard, skates, a bicycle, a scooter, or any other wheeled apparatus. The operation of a non-motorized wheelchair or motorized mobility device by a person with physical disabilities is exempt from the sub-section.

Sec. 50-59 Penalties

- 1) Any person who violates this section shall be subject to the following:
  - a. First offense: a fine not less than \$100.
  - b. Second offense: a fine of not less than \$250.
  - c. Third and subsequent offenses: a fine of not less than \$500 and shall be expelled from the dog park for no less than one (1) year.
- 2) In addition, any person who fails to comply with dog park rules and regulations may be subject to expulsion from the dog park by a City of Jonesboro park employee, animal control officer, or police officer.
- 3) Any person who has been expelled or banned from the dog park and returns to the dog park premises (with or without a dog) shall be guilty of criminal trespass.

PASSED AND APPROVED this 20th day of November, 2018.



## Legislation Details (With Text)

|                       |  |                      |   |              |   |
|-----------------------|--|----------------------|---|--------------|---|
| <b>File #:</b>        | RES-18:197   | <b>Version:</b>      | 2 | <b>Name:</b> | GRANT EASEMENTS (CONSTRUCTION AND UTILITY) TO CITY WATER AND LIGHT PLANT OF JONESBORO, ARKANSAS |
| <b>Type:</b>          | Resolution   | <b>Status:</b>       |   |              | To Be Introduced  |
| <b>File created:</b>  | 12/6/2018  | <b>In control:</b>   |   |              | Public Works Council Committee  |
| <b>On agenda:</b>     |  | <b>Final action:</b> |   |              |   |
| <b>Title:</b>         | A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO GRANT EASEMENTS (CONSTRUCTION AND UTILITY) TO CITY WATER AND LIGHT PLANT OF JONESBORO, ARKANSAS |                      |   |              |   |
| <b>Sponsors:</b>      | Engineering  |                      |   |              |   |
| <b>Indexes:</b>       |  |                      |   |              |   |
| <b>Code sections:</b> |  |                      |   |              |   |
| <b>Attachments:</b>   | <a href="#">Easement Agreement</a>   |                      |   |              |   |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO GRANT EASEMENTS (CONSTRUCTION AND UTILITY) TO CITY WATER AND LIGHT PLANT OF JONESBORO, ARKANSAS

WHEREAS, the City of Jonesboro, Arkansas desires to grant a 40'-wide permanent sewer easement and an 80'-wide temporary construction easement (A Part of the Northwest Quarter of the Northwest Quarter of Section 22, Township 14 North, Range 04 East, Jonesboro, Craighead County, Arkansas) to City Water and Light Plant of Jonesboro, Arkansas for the purpose of permitting the construction of a sanitary sewer line across the property shown and described in Exhibits A and B (attached).

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

Section 1: The Mayor and City Clerk are hereby authorized by the City Council for the City of Jonesboro, Arkansas to grant 40'-wide permanent sewer easement and an 80'-wide temporary construction easement described in Exhibits A and B to City Water and Light Plant of Jonesboro, Arkansas.

Type of Instrument: Easement Agreement  
Grantee(s): City Water and Light Plant  
of the City of Jonesboro, Arkansas  
Owner(s): City of Jonesboro, Arkansas

After Recording, Return To:  
City Water & Light Plant  
of the City of Jonesboro  
PO Box 1289  
Jonesboro, AR 72403

## **EASEMENT AGREEMENT**

WHEREAS, CITY OF JONESBORO, AR ("OWNER"), whose address is 300 S Church St, Jonesboro, AR, represents and warrants to GRANTEE that they are the owner of the real property ("PROPERTY") as shown in Exhibit A attached hereto and incorporated herein by reference, located in Craighead County, Arkansas;

WHEREAS, THE CITY WATER AND LIGHT PLANT OF THE CITY OF JONESBORO, ARKANSAS, a consolidated municipal utility improvement district, ("GRANTEE") plans to construct a sanitary sewer line across the PROPERTY as shown in Exhibit B attached hereto and incorporated herein by reference;

WHEREAS, GRANTEE shall require a 40'-wide permanent sewer easement and an 80'-wide temporary construction easement as shown on attached Exhibit A for said sanitary sewer line;

and

WHEREAS, GRANTEE has agreed to pay OWNER the compensation described herein for damage to the PROPERTY caused by the installation of the sanitary sewer line, as well as for said permanent sewer easement and said temporary construction easement;

FOR GOOD AND VALUABLE CONSIDERATION, IT IS THEREFORE AGREED BETWEEN GRANTEE AND OWNER AS FOLLOWS:

1. GRANTEE does hereby agree to pay to OWNER the sum of Ten and no/100 (\$10.00) Dollars for said damages and said easements.
2. OWNER acknowledges receipt of payment of the sum described in paragraph 1 above, and acknowledges that GRANTEE has the right, privilege, and authority to enter upon the said easements on the PROPERTY for the purpose of constructing, operating, maintaining, repairing, inspecting, cleaning, replacing, modifying and removing said sanitary sewer line and related facilities, including manholes, within the easement areas as shown on attached Exhibit B. The GRANTEE shall also have the right, privilege and authority to clear and keep clear the permanent sewer easement and to remove all timber and obstructions that may interfere with the construction, operation, maintenance, repair, replacement, modification and removal of said sanitary sewer line and related facilities.

3. As additional consideration for this Agreement, GRANTEE and OWNER also agree to the following terms and conditions:

- a. GRANTEE shall restore the easement premises as shown on Exhibit B to a condition substantially similar to the condition existing prior to construction of the sanitary sewer line so that there shall not be any significant permanent mounds, ridges, sinks or trenches resulting from the construction. OWNER agrees that GRANTEE may temporarily mound dirt over the trenches to allow for natural settling, and then subsequently perform any finished grading if required within a reasonable period of time after settling.
- b. GRANTEE shall pay for any and all damage, whether during construction or in the future, to fences, trees, irrigation systems, parking lots, driveways and other improvements on the PROPERTY, which may arise from the exercise of the GRANTEE'S rights granted herein.
- c. OWNER hereby reserves the right to use said easement premises as shown on Exhibit B in any manner that will not prevent or interfere with the exercise by GRANTEE of its rights hereunder provided, however, that OWNER shall not construct, or permit to be constructed, any house or building improvements within said permanent sewer easement area, without the express prior consent of the GRANTEE.
- d. GRANTEE shall have the right from time to time to cut trees, undergrowth and other obstructions within the permanent sewer easement that, in its judgment, may injure, endanger or interfere with the exercise by GRANTEE of the rights, privileges and easement herein granted.
- e. The 80'-wide temporary construction easement shall be in effect from the date of execution of this document until sixty (60) days after the completion of the sanitary sewer line construction as determined by the GRANTEE with written notice to the OWNER, but in no event later than December 31, 2021.
- f. The rights herein granted may be assigned in whole or in part and the terms, conditions and provision hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns, of the parties hereto.

4. GRANTEE agrees to indemnify, defend and hold OWNER and its respective officers, directors, shareholders, partners, members, managers, affiliates, employees, representatives, agents, invitees, successors and assigns harmless from and against any and all claims, actions, causes of action, demands, damages, costs, liabilities, losses, judgments, expenses or cost of any kind or nature whatsoever (including reasonable attorneys fees) by reason of property damage, death or injury to persons arising from or relating to Grantee's, Grantee's agents' and contractors' construction, operation, maintenance, repair, inspection, cleaning, replacing, modifying and removing said sewer line and related facilities on the PROPERTY.

5. At all times during the term of this easement, GRANTEE shall maintain in full force and effect with a company or companies reasonably acceptable to OWNER, general liability insurance against third party liability with limits of liability thereunder of not less than \$1,000,000.00 per occurrence with a \$2,000,000 aggregate for both personal injury and property damage.

It is mutually agreed and understood that this agreement, as written, covers all the agreements and stipulations between said parties, and no representations or statement, oral or written, have been made modifying, adding to, or changing the terms hereof.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Honorable Mayor Harold Perrin  
City of Jonesboro, AR

\_\_\_\_\_  
City Clerk Donna Jackson  
City of Jonesboro, AR

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this day came before me, the undersigned, a notary public for the state and county aforesaid, duly commissioned and acting, the Honorable Mayor Harold Perrin of the City of Jonesboro, Arkansas, to me well known as the OWNER(s) in the foregoing instrument, and stated that they had executed the same for the consideration and purposes therein contained.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

[Seal]

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this day came before me, the undersigned, a notary public for the state and county aforesaid, duly commissioned and acting, Ms. Donna Jackson, City Clerk of the City of Jonesboro, Arkansas to me well known as the OWNER(s) in the foregoing instrument, and stated that they had executed the same for the consideration and purposes therein contained.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

[Seal]

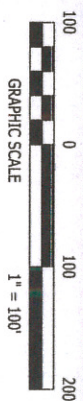
## EXHIBIT A

### PROPERTY

Owned by the City of Jonesboro, AR

Craighead County Parcel number 01-144232-00310





BEARINGS BASED ON ARKANSAS STATE  
PLANE GRID NORTH ZONE (0301)

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**LEGAL DEPICTION**  
**CLIENT: CITY WATER AND LIGHT**  
 PART OF THE NORTHWEST QUARTER OF THE  
 NORTHWEST QUARTER OF SECTION 22,  
 TOWNSHIP 14 NORTH, RANGE 04 EAST,  
 JONESBORO, CRAIGHEAD COUNTY, ARKANSAS

# EASEMENT DEPICTION, NOT A BOUNDARY SURVEY

|                      |                  |
|----------------------|------------------|
| DRAWN BY: JDN        | SCALE: 1" = 100' |
| DATE: 11 / 29 / 2018 | JOB NO: 1772-C   |

**REVISIONS**



## Legislation Details (With Text)

|                       |  |                      |   |              |  |
|-----------------------|--|----------------------|---|--------------|--|
| <b>File #:</b>        | RES-18:202   | <b>Version:</b>      | 1 | <b>Name:</b> | OFFER AND ACCEPTANCE TO PURCHASE A PERMANENT CONSTRUCTION EASEMENT FROM CHRISTOPHER AND DEBORAH HAAS FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING A CITY STREET |
| <b>Type:</b>          | Resolution   | <b>Status:</b>       |   |              | To Be Introduced   |
| <b>File created:</b>  | 12/27/2018   | <b>In control:</b>   |   |              | Public Works Council Committee   |
| <b>On agenda:</b>     |  | <b>Final action:</b> |   |              |  |
| <b>Title:</b>         | A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE A PERMANENT CONSTRUCTION EASEMENT FROM CHRISTOPHER AND DEBORAH HAAS FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING A CITY STREET |                      |   |              |  |
| <b>Sponsors:</b>      | Engineering  |                      |   |              |  |
| <b>Indexes:</b>       |  |                      |   |              |  |
| <b>Code sections:</b> |  |                      |   |              |  |
| <b>Attachments:</b>   | <a href="#">Permanant Construction Easement - Haas</a>   |                      |   |              |  |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE A PERMANENT CONSTRUCTION EASEMENT FROM CHRISTOPHER AND DEBORAH HAAS FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING A CITY STREET

WHEREAS, the City of Jonesboro, Arkansas desires to purchase the following described easement for the purpose of constructing and maintaining a city street:

A PART OF LOT 2 OF ROSELLA SUBDIVISION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF LOT 2 OF ROSELLA SUBDIVISION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS: THENCE SOUTH 89°51'21" WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID LOT 2, A DISTANCE OF 30.00 FEET: THENCE NORTH 00°38'27" EAST A DISTANCE OF 175.56 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2: THENCE NORTH 89°50'56" EAST ALONG SAID NORTH LINE A DISTANCE OF 30.00 FEET TO THE NORTHEAST CONER OF SAID LOT 2: THENCE SOUTH 00°38'27" WEST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 175.56 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 5,266 SQ. FT. OR 0.121 ACRES, MORE OR LESS.

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

WHEREAS, an Offer has been made and accepted by Christopher and Deborah Haas to the sell the above described property for the price of \$3,949.50.

WHEREAS, the attached easement will be executed upon passage of this resolution.

WHEREAS, the funding for this purchase shall come from the Capital Improvement budget.

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

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

## PERMANENT CONSTRUCTION EASEMENT

### KNOW ALL MEN BY THESE PRESENTS:

That Christopher and Deborah Haas, hereinafter referred to as Grantor (whether one or more), does hereby dedicate, grant and convey unto the Public, and that the **CITY OF JONESBORO**, a Municipal Corporation of the State of Arkansas, hereinafter referred to as Grantee, does hereby accept on behalf of the public, for use as a permanent construction easement across the following described real property in Craighead County, State of Arkansas, to-wit:

A PART OF LOT 2 OF ROSELLA SUBDIVISION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF LOT 2 OF ROSELLA SUBDIVISION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS: THENCE SOUTH 89°51'21" WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID LOT 2, A DISTANCE OF 30.00 FEET: THENCE NORTH 00°38'27" EAST A DISTANCE OF 175.56 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2: THENCE NORTH 89°50'56" EAST ALONG SAID NORTH LINE A DISTANCE OF 30.00 FEET TO THE NORTHEAST CONER OF SAID LOT 2: THENCE SOUTH 00°38'27" WEST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 175.56 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 5,266 SQ. FT. OR 0.121 ACRES, MORE OR LESS.

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

IN ACCORDANCE with Public Law 91-646, Uniform Relocation Assistance and Real Property Acquisition Policies Act, the Grantor has the right to receive just compensation for the subject property. Also, the Grantor is entitled to an appraisal of the subject property. The Grantor accepts eighteen hundred dollars (\$3,949.50) from the City as just compensation for execution of this Permanent Easement and hereby releases the City from the obligation of providing an appraisal.

This easement and right of way is for the purpose of constructing and maintaining a city street with associated amenities including utilities. Any other use of this area, other than by record owners, shall only be granted by record owners, but they are not precluded from using or granting other use, so long as same does not interfere unreasonably with the express purpose intended.

This grant of easement and right of way shall be binding upon the heirs, successors, administrators and assigns of the grantors.

IN WITNESS WHEREOF, the grantors have executed this instrument on the \_\_\_\_ day of \_\_\_\_\_, 2018.

**Owner Info**  
**BY:**

**Name** \_\_\_\_\_

**Name** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Signature** \_\_\_\_\_

#### **ACKNOWLEDGMENT**

**STATE OF** \_\_\_\_\_.

**COUNTY OF** \_\_\_\_\_.

On this day before me, the undersigned officer, personally appeared Christopher Haas, to me well known to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had executed the same for the purpose therein stated and set forth.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2018.

Notary Public (Signature): \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_.

#### **ACKNOWLEDGMENT**

**STATE OF** \_\_\_\_\_.

**COUNTY OF** \_\_\_\_\_.

On this day before me, the undersigned officer, personally appeared Deborah Haas, to me well known to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had executed the same for the purpose therein stated and set forth.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Notary Public (Signature):\_\_\_\_\_.

My Commission Expires:\_\_\_\_\_.