



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Council Agenda City Council

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Tuesday, May 19, 2015

5:30 PM

Municipal Center

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

*City Council Chambers, Municipal Center*

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

#### 2. PLEDGE OF ALLEGIANCE AND INVOCATION

#### 3. ROLL CALL BY CITY CLERK DONNA JACKSON

#### 4. SPECIAL PRESENTATIONS

COM-15:030 Carol Johnson with the Fair Housing Commission presentation "Affirmatively Futhering Fair Housing"

Sponsors: Grants

#### 5. CONSENT AGENDA

*All items listed below will be voted on in one motion unless a council member requests a separate action on one or more items.*

MIN-15:047 Minutes for the City Council meeting on May 5, 2015

Attachments: [Minutes](#)

RES-15:073 A RESOLUTION TO THE CITY OF JONESBORO TO CONDEMN CERTAIN REAL PROPERTY LOCATED IN THE CITY OF JONESBORO AT 916 HOPE AVENUE, JONESBORO, ARKANSAS FOR THE PURPOSE OF STREET IMPROVEMENTS

Sponsors: Engineering

Attachments: [Appraisal](#)

Legislative History

5/5/15	Public Works Council Committee	Recommended to Council
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RES-15:074 A RESOLUTION TO THE CITY OF JONESBORO TO CONDEMN CERTAIN REAL PROPERTY LOCATED IN THE CITY OF JONESBORO AT TRACT 2, HWY 351/AGGIE ROAD INTERSECTION (AHTD 100790 - TRACT 2), JONESBORO, ARKANSAS FOR THE PURPOSE OF ROADWAY IMPROVEMENTS

Sponsors: Engineering



**Sponsors:** Finance

**EMERGENCY CLAUSE**

**Legislative History**

4/14/15	Finance & Administration Council Committee	Recommended to Council
4/21/15	City Council	Held at one reading
5/5/15	City Council	Held at second reading

**ORD-15:023** AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM RESIDENTIAL R-1 TO RESIDENTIAL MULTI-FAMILY RM-8 LUO FOR PROPERTY LOCATED AT 3905 HILL DRIVE AS REQUESTED BY ERIC BURCH

**Attachments:** [Plat](#)  
[MAPC Report](#)

**Legislative History**

4/21/15	City Council	Held at one reading
5/5/15	City Council	Held at second reading

**ORD-15:027** AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 AND I-2 TO C-3 LUO FOR PROPERTY LOCATED AT 7310 EAST HIGHLAND DRIVE AS REQUESTED BY TINA COOTS

**Attachments:** [Plat](#)  
[MAPC Report](#)

**Legislative History**

5/5/15	City Council	Waived Second Reading
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## **8. MAYOR'S REPORTS**

**COM-15:031** Jonesboro Airport Commission financial statement for April 30, 2015

**Sponsors:** Municipal Airport Commission

**Attachments:** [Financial Statement](#)

## **9. CITY COUNCIL REPORTS**

## **10. PUBLIC COMMENTS**

*Public Comments are limited to 5 minutes per person for a total of 15 minutes.*

## **11. ADJOURNMENT**



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Legislation Details (With Text)

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**File #:** COM-15:030    **Version:** 1    **Name:** Presentation by the Fair Housing Commission  
**Type:** Other Communications    **Status:** To Be Introduced  
**File created:** 5/11/2015    **In control:** City Council  
**On agenda:**    **Final action:**  
**Title:** Carol Johnson with the Fair Housing Commission presentation "Affirmatively Futhering Fair Housing"  
**Sponsors:** Grants  
**Indexes:** Presentations  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Carol Johnson with the Fair Housing Commission presentation "Affirmatively Futhering Fair Housing"



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Legislation Details (With Text)

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**File #:** MIN-15:047    **Version:** 1    **Name:**  
**Type:** Minutes    **Status:** To Be Introduced  
**File created:** 5/6/2015    **In control:** City Council  
**On agenda:**    **Final action:**  
**Title:** Minutes for the City Council meeting on May 5, 2015  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Minutes](#)

Date	Ver.	Action By	Action	Result
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Minutes for the City Council meeting on May 5, 2015



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Minutes City Council

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Tuesday, May 5, 2015

5:30 PM

Municipal Center

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### NOMINATING & RULES COMMITTEE MEETING AT 4:50 P.M.

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

### PUBLIC HEARING AT 5:15 P.M.

*Regarding the abandonment of a 15 foot drainage easement in Sage 2C Subdivision as requested by Legacy Homes of NEA, LLC*

*No one spoke in opposition to the abandonment.*

### PUBLIC HEARING AT 5:20 P.M.

*Regarding the abandonment of a portion of a public alley located north of Eldridge Street and south of East Johnson as requested by David Bogan, Charles & Phoebe Hyman and Wash & Store, LLC*

*No one spoke in opposition to the abandonment.*

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

### 2. PLEDGE OF ALLEGIANCE AND INVOCATION

### 3. ROLL CALL BY CITY CLERK DONNA JACKSON

**Present** 12 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Rennell Woods; Charles Coleman and Todd Burton

### 4. SPECIAL PRESENTATIONS

#### COM-15:026

Grants Department presentation by Heather Clark, Grants Administrator

**Sponsors:** Mayor's Office and Grants

*Mayor Perrin stated Mrs. Clark is out of town, so the presentation will take place at the next Council meeting.*

#### COM-15:027

Craighead Forest Trail presentation by Wixson Huffstetler, Parks Director

**Sponsors:** Mayor's Office and Parks & Recreation

**Attachments:** [Craighead Forest Park walking trail](#)

*Mr. Huffstetler provided the Council with the conceptual drawing of what the trail will look like at Craighead Forest Park. The trail will be 3.2 miles or 5K. The idea for the walking trail came out due to the increased amount of traffic at Craighead Forest. He discussed the new trail and improvements that will be made to Craighead Forest to accommodate the trail. He noted the workout equipment is going to be delivered Thursday and was all donated. He also stated the entrance to Craighead Forest Park will now be a roundabout. The cost will be about \$2.4 million. They will have money left over from the Greenway Trail project and the state approved the city using the excess money for this project. They also applied for a federal grant to help with the cost of the trail.*

*Councilman Moore asked if the trail will be built first. Mr. Huffstetler answered yes, they will use the grant funding to build the trail while they figure out how to pay for the road improvements. He added he hopes they will be able to do most of the road work in-house or find funding to construct it.*

**This item was Filed.**

## **5. CONSENT AGENDA**

### *Approval of the Consent Agenda*

**A motion was made by Councilman Chris Moore, seconded by Councilman Gene Vance, to Approve the Consent Agenda. The motioned PASSED**

**Aye:** 12 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Rennell Woods; Charles Coleman and Todd Burton

#### **MIN-15:045**

Minutes for the City Council meeting on April 21, 2015

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

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

#### **RES-15:070**

RESOLUTION AUTHORIZING CITY OF JONESBORO MAYOR TO RELEASE THE LIEN ON PROPERTY AS DESCRIBED: LOT 3 OF BEACONS AND BRIDGES FIRST ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS REPLAT OF LOTS 6, 7, AND 8 OF WATKINS SUBDIVISION OF A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 14 NORTH, RANGE 4 EAST, AS SHOWN BY PLAT RECORDED IN PLAT CABINET "C" PAGE 193 AND SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

**Sponsors:** Grants

**Attachments:** [Commitment \(AR\).pdf](#)  
[JBCopier@lenderstitle.com](mailto:JBCopier@lenderstitle.com) 20150416 102211.pdf

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

Enactment No: R-EN-068-2015

**RES-15:079**

A RESOLUTION TO CONTRACT WITH THE JONESBORO JETS

**Sponsors:** Parks & Recreation

**Attachments:** [Jonesboro Jetts 2015.pdf](#)

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

Enactment No: R-EN-069-2015

**6. NEW BUSINESS**

*ORDINANCES ON FIRST READING*

**ORD-15:019**

ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE LEASE OF AT&T'S VESTA/PALLAS SYSTEM FOR THE E-911 DEPARTMENT

**Sponsors:** E911

**Attachments:** [Special Service Arrangement Application](#)

*Councilman Street offered the ordinance for first reading by title only.*

*Mayor Perrin asked for the second and third readings to be held tonight. He explained the city has the funds to pay for it the lease. E-911 Director Jeff Presley has a meeting next meeting concerning turnback money and he will be able to get the funds back to put towards the lease. Mayor Perrin noted AT&T is ready to go.*

*Councilman Gibson motioned, seconded by Councilwoman Williams, to suspend the rules and waive the second and third readings. All voted aye.*

*After adoption of the ordinance, Councilman Gibson motioned, seconded by Councilwoman Williams, to adopt the emergency clause. All voted aye.*

**A motion was made by Councilman Chris Moore, seconded by Councilwoman Ann Williams, that this matter be Passed . The motion PASSED with the following vote.**

**Aye:** 12 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods;Charles Coleman and Todd Burton

Enactment No: O-EN-019-2015

**ORD-15:024**

AN ORDINANCE AUTHORIZING BLUESTREAK K9, LLC TO DO BUSINESS WITH THE CITY OF JONESBORO

**Sponsors:** Police Department

*Councilman Street offered the ordinance for first reading by title only.*

*Councilman Moore asked if this is for the Jonesboro police officer who trains dogs. Mayor Perrin answered yes.*



*Councilman Moore motioned, seconded by Councilman Street, to suspend the rules and waive the second and third readings. All voted aye.*

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

**Aye:** 12 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods;Charles Coleman and Todd Burton

Enactment No: O-EN-020-2015

**ORD-15:025**

ORDINANCE TO VACATE AND ABANDON AN UNIMPROVED FIFTEEN (15') FOOT DRAINAGE EASEMENT LOCATED ON CLUBHOUSE DRIVE AS REQUESTED BY LEGACY HOMES OF NEA, LLC

**Attachments:** [Plats](#)  
[Utility Letters](#)  
[Petition](#)  
[Engineering & Planning Letter](#)

*Councilman Gibson offered the ordinance for first reading by title only.*

*Councilman Gibson asked if there had been any opposition to the abandonment. City Planner Otis Spriggs answered no. He noted City Water & Light had some comments, but their easements are protected on the plat so there are no issues.*

*Councilman Gibson motioned, seconded by Councilman Moore, to suspend the rules and waive the second and third readings. All voted aye.*

*After adoption of the ordinance, Councilman Gibson motioned, seconded by Councilwoman Williams, to adopt the emergency clause. All voted aye.*

**A motion was made by Councilman Chris Gibson, seconded by Councilwoman Ann Williams, that this matter be Passed . The motion PASSED with the following vote.**

**Aye:** 12 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods;Charles Coleman and Todd Burton

Enactment No: O-EN-021-2015

**ORD-15:026**

AN ORDINANCE ABANDONING AND VACATING A PORTION OF A PUBLIC ALLEY LOCATED IN:

An undeveloped alley, sixteen feet (16') in width, extending north and south, from the south right-of-way of East Johnson Avenue to the north right-of-way of Eldridge Street, said alley also being east of State Street, and west of Melrose Street, and lying and being in the Southwest Quarter of the Northeast Quarter of Section 17, Township 14 North, Range 4 East, containing approximately 4,943 square feet, or 0.11 acres, more or less.

**Attachments:** [Petitions](#)  
[Plat](#)  
[Utility Letters](#)  
[Engineering & Planning Letter](#)

*Councilman Moore offered the ordinance for first reading by title only.*

*Councilman Moore asked if there was any opposition to the abandonment. Mr. Spriggs answered no. He explained there was an encroachment on the alleyway, so this abandonment will correct that problem.*

*Councilman Moore motioned, seconded by Councilman Street, to suspend the rules and waive the second and third readings. All voted aye.*

**A motion was made by Councilman John Street, seconded by Councilman Darrel Dover, that this matter be Passed . The motion PASSED with the following vote.**

**Aye:** 12 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods;Charles Coleman and Todd Burton

Enactment No: O-EN-022-2015

**ORD-15:027**

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 AND I-2 TO C-3 LUO FOR PROPERTY LOCATED AT 7310 EAST HIGHLAND DRIVE AS REQUESTED BY TINA COOTS

**Attachments:** [Plat](#)  
[MAPC Report](#)

*Councilman Street offered the ordinance for first reading by title only.*

**A motion was made by Councilman John Street, seconded by Councilman Mitch Johnson, to Waive the Second Reading . The motion PASSED with the following vote.**

**Aye:** 12 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods;Charles Coleman and Todd Burton

**RESOLUTIONS TO BE INTRODUCED**

**RES-14:102**

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS to condemn property at 1116 Burke Ave Owner: Gabina Lopez

**Sponsors:** Code Enforcement

**Attachments:** [Inspection Report 1116](#)  
[County Data 1116 Burke](#)  
[1116 Burke Comcate](#)

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

**Aye:** 12 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods;Charles Coleman and Todd Burton

Enactment No: R-EN-070-2015

**7. UNFINISHED BUSINESS**

**ORDINANCES ON SECOND READING**

**ORD-15:020** AN ORDINANCE TO AMEND THE 2014 BUDGET ORDINANCE FOR THE CITY OF JONESBORO

**Sponsors:** Finance

**This item was Held at second reading.**

**ORD-15:023** AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM RESIDENTIAL R-1 TO RESIDENTIAL MULTI-FAMILY RM-8 LUO FOR PROPERTY LOCATED AT 3905 HILL DRIVE AS REQUESTED BY ERIC BURCH

**Attachments:** [Plat](#)  
[MAPC Report](#)

**This item was Held at second reading.**

**ORDINANCES ON THIRD READING**

**ORD-15:017** AN ORDINANCE TO MODIFY ARTICLE 1, SECTION 101-1 OF THE JONESBORO CODE OF ORDINANCES AND ADOPT THE FUTURE LAND USE PLAN FOR THE CITY OF JONESBORO, ARKANSAS BY REFERENCE AS RECOMMENDED BY THE METROPOLITAN AREA PLANNING COMMISSION FOR THE PURPOSE OF GUIDING THE GROWTH AND DEVELOPMENT OF THE CITY AS PART OF THE COMPREHENSIVE PLANNING PROCESS, AND DECLARING AN EMERGENCY TO CAUSE THE PLAN TO BECOME EFFECTIVE IMMEDIATELY UPON PASSAGE

**Sponsors:** Planning

**Attachments:** [Land Use Map](#)  
[Land Use Plan Narrative](#)  
[MAPC Record of Proceedings](#)  
[Presentation](#)

*After adoption of the ordinance, Councilman Johnson motioned, seconded by Councilman Dover, to adopt the emergency clause. All voted aye.*

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

**Aye:** 12 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods;Charles Coleman and Todd Burton

Enactment No: O-EN-023-2015

**ORD-15:018** AN ORDINANCE AMENDING THE JONESBORO CODE OF ORDINANCES, AND ADOPTING THE CITY OF JONESBORO MASTER STREET PLAN; PROVIDING FOR AMENDMENTS OF ARTICLE III, CHAPTER 101, AND ADOPTING SUCH AMENDMENTS TO THE MASTER STREET PLAN BY REFERENCE AND ESTABLISHING AN EMERGENCY TO CAUSE THE PLAN TO BECOME EFFECTIVE IMMEDIATELY UPON PASSAGE

**Sponsors:** Engineering and Planning

**Attachments:** [Master Street Plan](#) [Master Street Plan Map With Aerial](#)  
[Master Street Plan Map Without Aerial](#)  
[Master Street Plan Narrative](#)  
[MAPC Record of Proceedings](#)  
[Presentation](#)

*Mayor Perrin asked for the ordinance to be postponed indefinitely. He explained he would like to take the Master Street Plan back to the committee for further review. He also noted that they will be visiting with any property owners who will be affected by new connector streets or corridors.*

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

**Aye:** 12 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Rennell Woods; Charles Coleman and Todd Burton

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

*Mayor Perrin reported on the following items:*

*The West End held a clean sweep last week with the city hauling 7.6 tons of trash. The Scenic Hills area also held a clean sweep in which the city hauled 15 tons of trash. The Fairview and Northside areas are scheduled for clean sweep in about two weeks. He commended the Sanitation Department for their work during clean sweep.*

*He attended an Arkansas Transportation Conference last week in which it was indicated the highway trust fund will be broke by the end of August if Congress doesn't re-authorize funding. They think it will be addressed in September after Congress comes back from their recess. They also found that there will be an increased need for cities to contribute towards road projects.*

*The trip to D.C. went well. There will be more grant funding for body cameras for police officers. They hope to receive some of the funding from the Department of Justice.*

*They have continued working on the property maintenance code. They hope to present it to the Public Safety Committee soon and then forward it on to the Council.*

*At the next Council meeting they will have a hearing on fair housing presented from the director of Fair Housing. They asked her to make a presentation concerning some recent changes.*

*Saturday the Miracle League had ball games over the weekend with a large turnout.*

## **9. CITY COUNCIL REPORTS**

*Councilman Street commended the Mayor for his presentation at the Transportation Conference. He agreed that transportation is in serious need and there won't be any short-term answers. The cities will have to do more to help themselves in the future.*

*Councilman Street motioned, seconded by Councilman Dover, to suspend the rules*

and add RES-15:081 to the agenda. All voted aye. Councilman Street explained the resolution needs to be approved so the state can get information together to let the project out for bid.

**RES-15:081**

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS EXPRESSING THE WILLINGNESS OF THE CITY OF JONESBORO TO UTILIZE STATE AID STREET MONIES FOR THE FOLLOWING CITY PROJECT:

Jonesboro Caraway Rd. Overlay

**Sponsors:** Mayor's Office

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

**Aye:** 12 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods;Charles Coleman and Todd Burton

Enactment No: R-EN-071-2015

*Councilman Dover reminded everyone the Finance Committee will be meeting Tuesday, May 12th at 4:00 p.m.*

*Councilman Woods thanked the city and the Police Department for their leadership in a recent event with at-risk youths. He also thanked the press for coverage of the event. He stated the kids were able to experience something they've never experienced before.*

*Councilman Gibson motioned, seconded by Councilwoman Williams, to suspend the rules and place RES-15:080 on the agenda. All voted aye.*

**RES-15:080**

RESOLUTION TO MAKE REAPPOINTMENTS TO THE MASTER STREET PLAN COMMITTEE AND THE MAPC AS RECOMMENDED BY MAYOR PERRIN

**Sponsors:** Mayor's Office

**A motion was made by Councilman Chris Gibson, seconded by Councilwoman Ann Williams, that this matter be Passed . The motion PASSED with the following vote:**

**Aye:** 11 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods;Charles Coleman and Todd Burton

**Abstain:** 1 - John Street

Enactment No: R-EN-072-2015

*Councilman Gibson reminded the Council of the policy review meeting on Wednesday, May 13th at 4:00 p.m. in Council Chambers.*

**10. PUBLIC COMMENTS**

*Mr. Joseph Rukus, 1412 S. Church Street Apt. A, stated he is the faculty advisor for the ASU Gay-Straight Alliance. He referred to a resolution that had been denied by the Mayor as discussed at the last Council. He stated his employer does not explicitly state they protect gay people. He is aware his employer does not discriminate, but when he was given the offer to work at ASU he took a chance to move to Jonesboro and work at the university. He explained he doesn't regret moving to Jonesboro and is trying to put down some roots because he likes the town. But, because the Council has refused to give public discussion and debate concerning EEOC language in the past month it gives him doubts as to whether or not he misread his welcome to this community. He noted the Supreme Court is going to force an examination into the issue in a few months. He asked the Council to allow for the public discussion.*

*Mr. Norman Stafford, the community minister at Unitarian Universalist Fellowship of Jonesboro, also spoke concerning the resolution. He stated members of the LGBTQ community do not feel they are protected like others in racial and religious groups are. They believe they need legal protection and he hopes the Council will allow it. He added Conway and Little Rock have passed similar resolutions recently.*

*Mr. Gary Latanich, 1904 Woodsprings Road, explained that Arizona and Indiana have both had legislation passed that had to be overturned due to negative reactions from the business community. He stated that from an economic prospective, businesses do not like legislation that discriminates because it is bad for business. He noted several other cities have approved resolutions similar to the one proposed in Jonesboro. He further explained that with the expansion of I-555 he questioned whether or not businesses will come into Jonesboro if they feel like Jonesboro discriminates. He added no one can know for sure, but it's better to be safe. He encouraged the Council to at least hear the discussion on the topic.*

*Rev. Chris Jones from First Presbyterian Church stated he thinks it's great that the city has said publically that they do not discriminate based on sexual orientation or gender identity. But, politics change and administrations change. He explained the city should be it in writing. He added this is a justice issue and city employees should not be worried about losing their job because of who they love. He further stated the city just needs to add five words to the policy to protect the employees.*

## **11. ADJOURNMENT**

**A motion was made by Councilman Chris Moore, seconded by Councilman Gene Vance, that this meeting be Adjourned . The motion PASSED with the following vote.**

**Aye:** 12 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods;Charles Coleman and Todd Burton

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

Harold Perrin, Mayor

Attest:

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

Donna Jackson, City Clerk



## Legislation Details (With Text)

<b>File #:</b>	RES-15:073	<b>Version:</b>	1	<b>Name:</b>	Condemnation at 916 Hope Street for street improvements
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	Recommended to Council
<b>File created:</b>	4/20/2015	<b>In control:</b>		<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 TO CONDEMN CERTAIN REAL PROPERTY LOCATED IN THE CITY OF JONESBORO AT 916 HOPE AVENUE, JONESBORO, ARKANSAS FOR THE PURPOSE OF STREET IMPROVEMENTS				
<b>Sponsors:</b>	Engineering				
<b>Indexes:</b>	Condemnation				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Appraisal</a>				

Date	Ver.	Action By	Action	Result
5/5/2015	1	Public Works Council Committee		

A RESOLUTION TO THE CITY OF JONESBORO TO CONDEMN CERTAIN REAL PROPERTY LOCATED IN THE CITY OF JONESBORO AT 916 HOPE AVENUE, JONESBORO, ARKANSAS FOR THE PURPOSE OF STREET IMPROVEMENTS

WHEREAS, the City of Jonesboro has the need to condemn by eminent domain certain property located within the City of Jonesboro located at 916 Hope Avenue, Jonesboro, Arkansas for the purpose of street improvements; and

WHEREAS, the owner of the property is Tyrone Green, who is deceased. The property is located at 916 Hope Avenue, Jonesboro, more particularly described as follows:

A PART OF LOT 1 IN BLOCK 3 OF BROADAWAY ADDITION, RECORDED 04/19/1898 BOOK 18 PAGE 169, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE EAST 20 FEET OF LOT 1 IN BLOCK 3 OF BROADAWAY ADDITION, CONTAINING 3300 SQUARE FEET OR 0.08 ACRES. NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS THAT:

Section 1: That the City of Jonesboro is here by vested with the power of eminent domain and authorized under Arkansas Code Annotated 18-15-301 to condemn said property located at 916 Hope Avenue, Jonesboro, Arkansas.

Section 2: This condemnation is necessary to obtain property for street improvements in the City of Jonesboro.



**APPRAISAL OF REAL PROPERTY**

**LOCATED AT:**

916 Hope Ave  
See Attached  
Jonesboro, AR 72401

**FOR:**

City of Jonesboro  
300 S Church  
Jonesboro, AR 72401

**AS OF:**

October 30, 2013

**BY:**

Bob Gibson, CG0247

Bob Gibson and Associates Inc.  
P O Box 3071  
420 W Jefferson, Suite A  
Jonesboro, AR 72401

November 19, 2013

City of Jonesboro  
300 S Church  
Jonesboro, AR 72401

Re: Property: 916 Hope Ave  
Jonesboro, AR 72401  
Borrower: OWNER: Tyrone Green  
File No.:

Pursuant to your request, I have prepared an appraisal report of the property captioned in the "Summary of Salient Features" which follows. As you have requested, I have prepared this report in accordance with most area lenders. To the best of my knowledge, this report conforms to the current requirements prescribed by the Uniform Standards of Professional Appraisal Practice of the Appraisal Standards Board of the Appraisal Foundation (as required by the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA)).

The accompanying report is based on a site inspection of improvements, investigation of the subject neighborhood area of influence, and review of sales, cost, and income data for similar properties. This appraisal has been made with particular attention paid to applicable value-influencing economic conditions and has been processed in accordance with nationally recognized appraisal guidelines.

The value conclusions stated herein are as of the effective date as stated in the body of the appraisal, and contingent upon the certification and limiting conditions attached. The person signing this report has the knowledge and experience to complete this assignment competently. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,

  
Bob Gibson, CG0247



## SUMMARY OF SALIENT FEATURES

<b>SUBJECT INFORMATION</b>	Subject Address	916 Hope Ave
	Legal Description	See Attached
	City	Jonesboro
	County	Craighead
	State	AR
	Zip Code	72401
	Census Tract	0001.01
	Map Reference	27860
<b>SALES PRICE</b>	Sale Price	\$ NA
	Date of Sale	NA
<b>CLIENT</b>	Owner	Tyrone Green
	Client	City of Jonesboro
<b>DESCRIPTION OF IMPROVEMENTS</b>	Size (Square Feet)	NA
	Price per Square Foot	\$
	Location	Urban
	Age	NA
	Condition	NA
	Total Rooms	NA
	Bedrooms	NA
	Baths	NA
<b>APPRAISER</b>	Appraiser	Bob Gibson, CG0247
	Date of Appraised Value	October 30, 2013
<b>VALUE</b>	Final Estimate of Value	\$ 3,800

# LAND APPRAISAL REPORT

File No. \_\_\_\_\_

IDENTIFICATION	Borrower <u>OWNER: Tyrone Green</u>	Census Tract <u>0001.01</u>	Map Reference <u>27860</u>	
	Property Address <u>916 Hope Ave</u>			
	City <u>Jonesboro</u>	County <u>Craighead</u>	State <u>AR</u>	Zip Code <u>72401</u>
	Legal Description <u>See Attached</u>			
	Sale Price \$ <u>NA</u>	Date of Sale <u>NA</u>	Loan Term <u>NA</u> yrs.	Property Rights Appraised <input checked="" type="checkbox"/> Fee <input type="checkbox"/> Leasehold <input type="checkbox"/> De Minimis PUD
Actual Real Estate Taxes \$ <u>Unk</u> (yr)	Loan charges to be paid by seller \$ <u>NA</u>		Other sales concessions <u>NA</u>	
Lender/Client <u>City of Jonesboro</u>	Address <u>300 S Church, Jonesboro AR 72401</u>			
Occupant <u>Vacant Land</u>	Appraiser <u>Bob Gibson, CG0247</u>	Instructions to Appraiser <u>Appraise amount of taking ONLY</u>		

NEIGHBORHOOD	Location	<input checked="" type="checkbox"/> Urban	<input type="checkbox"/> Suburban	<input type="checkbox"/> Rural							
	Built Up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25% to 75%	<input type="checkbox"/> Under 25%	Employment Stability	<input type="checkbox"/> Good	<input checked="" type="checkbox"/> Avg.	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor		
	Growth Rate	<input type="checkbox"/> Fully Dev.	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Steady	<input type="checkbox"/> Slow	Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Oversupply	Convenience to Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	Marketing Time	<input type="checkbox"/> Under 3 Mos.	<input checked="" type="checkbox"/> 4-6 Mos.	<input type="checkbox"/> Over 6 Mos.	Adequacy of Public Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	Present Land Use	<u>70%</u> 1 Family	<u>  </u> % 2-4 Family	<u>  </u> % Apts.	<u>  </u> % Condo	<u>20%</u> Commercial	Recreational Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<u>  </u> % Industrial	<u>10%</u> Vacant	<u>  </u> %			Adequacy of Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Change in Present Land Use	<input checked="" type="checkbox"/> Not Likely	<input type="checkbox"/> Likely (*)	<input type="checkbox"/> Taking Place (*)			Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		(*) From _____	To _____				Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Predominant Occupancy	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant	<u>5</u> % Vacant			Police and Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Single Family Price Range	\$ <u>15,000</u> to \$ <u>300,000</u>		Predominant Value \$ <u>50,000</u>			General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Single Family Age	<u>0</u> yrs. to	<u>100</u> yrs.	Predominant Age <u>40</u> yrs.			Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): Subject is bound to the north by Johnson Avenue, to the south by Matthews, to the west by downtown Jonesboro (Main Street), and to the east by Caraway. The immediate area is a mixture of commercial and residential properties. Commercial is located along Washington and Matthews. Our subject has all city utilities and amenities. Appraiser noted nothing in the area that might negatively affect subject's market value.

SITE	Dimensions <u>20' x 165'</u> = <u>3,300</u> Sq. Ft. or Acres	<input checked="" type="checkbox"/> Corner Lot
	Zoning classification <u>R-2 Multi-Family Residential</u>	Present Improvements <input type="checkbox"/> do <input type="checkbox"/> do not conform to zoning regulations
	Highest and best use <input checked="" type="checkbox"/> Present use <input type="checkbox"/> Other (specify) _____	
	Elec. <input checked="" type="checkbox"/> Public <input type="checkbox"/> Other (Describe) _____	OFF SITE IMPROVEMENTS
	Gas <input checked="" type="checkbox"/> _____	Street Access <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private
	Water <input checked="" type="checkbox"/> _____	Surface <u>Asphalt</u>
	San. Sewer <input checked="" type="checkbox"/> _____	Maintenance <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private
	<input type="checkbox"/> Underground Elect. & Tel.	<input type="checkbox"/> Storm Sewer <input type="checkbox"/> Curb/Gutter
		<input type="checkbox"/> Sidewalk <input type="checkbox"/> Street Lights
		Topo <u>Generally Level</u>
	Size <u>Average</u>	
	Shape <u>Rectangular</u>	
	View <u>Residential</u>	
	Drainage <u>Appears Adequate</u>	
	Is the property located in a HUD Identified Special Flood Hazard Area? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): No apparent adverse easements or encroachments noted during the physical inspection.

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

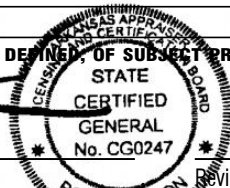
MARKET DATA ANALYSIS	ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
		Address <u>916 Hope Ave Jonesboro</u>		See Addenda	
	Proximity to Subject				
	Sales Price	\$ <u>NA</u>	\$ _____	\$ _____	\$ _____
	Price	\$ _____	\$ _____	\$ _____	\$ _____
	Data Source	<u>Inspection/Tax Rec</u>			
	Date of Sale and Time Adjustment	DESCRIPTION <u>NA</u>	DESCRIPTION + (-) \$ Adjust.	DESCRIPTION + (-) \$ Adjust.	DESCRIPTION + (-) \$ Adjust.
	Location	<u>Urban</u>			
	Site/View	<u>3,300 sf</u>			
	Sales or Financing Concessions	<u>NA</u>			
	Net Adj. (Total)		<input type="checkbox"/> + <input type="checkbox"/> - \$ _____	<input type="checkbox"/> + <input type="checkbox"/> - \$ _____	<input type="checkbox"/> + <input type="checkbox"/> - \$ _____
	Indicated Value of Subject		Net % \$ _____	Net % \$ _____	Net % \$ _____

Comments on Market Data: \_\_\_\_\_

Comments and Conditions of Appraisal: Appraisal is made of the amount of taking only, which is 20' x 165', with 20' on Hope and 165' on Patrick.

Final Reconciliation: \_\_\_\_\_

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF October 30, 2013 to be \$ 3,800

Bob Gibson, CG0247  Review Appraiser (if applicable)  Did  Did Not Physically Inspect Property

Appraiser(s) \_\_\_\_\_

# Supplemental Addendum

File No.

Owner	Tyrone Green						
Property Address	916 Hope Ave						
City	Jonesboro	County	Craighead	State	AR	Zip Code	72401
Client	City of Jonesboro						

## Scope of Work:

This report has been prepared for the referenced client. The report has been performed to assist the client in determining fair market value only. If this report is placed in the hands of anyone other than the client, the client shall make such third party aware of all the assumptions and limiting conditions of the assignment. The scope of this appraisal consisted of an observation of subject site from public street. Pictures of the site and street were taken and can be found in this report. The MLS, local public records, as well as local comp services were researched for comparable sales in the neighborhood. Those used were deemed the best available. The comparable sales were compared to the subject and adjustments in value were made as deemed appropriate. An opinion of value was then rendered based on the data available. This report is an appraisal and not an environmental inspection.

I have not checked the land records for recorded easements & did not note any apparent adverse easements or encroachments. Any easements, encroachments, restrictions, covenants, etc uncovered through a title search, legal opinion, or property survey should be submitted to the appraiser for consideration. The appraiser reserves the right to analyze all such information and amend the appraised value, if necessary.

## Digital Signature

This appraisal report contains digital signatures that meet the requirements of Statement on Appraisal Standards No.8 (SMT-8). The software programs used to transfer the report electronically provide digital signature security features for the appraiser signing the report. The appraiser that has signed (affixed an electronic signature) to this report has ensured that the electronic signature(s) is protected and the appraiser has maintained control of the signature. Per SMT-8 of the Uniform Standards of Professional Appraisal Practice, electronically affixing a signature to a report carries the same level of authenticity and responsibility as an original ink signature on a paper copy report.

## Land Sales

### Sale #1

Grantor/Grantee: Anderson/St Bernard's Hospital Inc  
Location: 1219 E Washington  
Date of Sale: 12-14-11  
Sales Price: \$27,000  
Land Size: 6750 sf  
Price/Sf: \$4.00  
Source: Bk JB2011R Pg 018819

### Sale #2

Grantor/Grantee: Wood/Jonesboro Real Estate Holdings  
Location: 1005 E Washington  
Date of Sale: 3-30-10  
Sales Price: \$26,000  
Land Size: 9000 sf  
Price/Sf: \$2.89  
Source: Bk 817 Pg 577

### Sale #3

Grantor/Grantee: Darling/Marmac Construction LLC  
Location: Hope/McAdams  
Date of Sale: 6-13-13  
Sales Price: \$35,000  
Land Size: 30,000 sf  
Price/Sf: \$1.17  
Source: Bk JB2013R Pg 011092

### Sale #4

Grantor/Grantee: Ray/Brown Management LLC  
Location: 226 S Bridge  
Date of Sale: 9-10-13  
Sales Price: \$5,000  
Land Size: 4620 sf  
Price/Sf: \$1.08  
Source: Bk JB2013R Pg 016749

### Sale #5

Grantor/Grantee: Dorris/Hinojosa  
Location: 234 N Drake  
Date of Sale: 8-2-12  
Sales Price: \$8,000  
Land Size: 7000 sf  
Price/Sf: \$1.14  
Source: Bk JB2012R Pg 013060

## Supplemental Addendum

File No.

Owner	Tyrone Green						
Property Address	916 Hope Ave						
City	Jonesboro	County	Craighead	State	AR	Zip Code	72401
Client	City of Jonesboro						

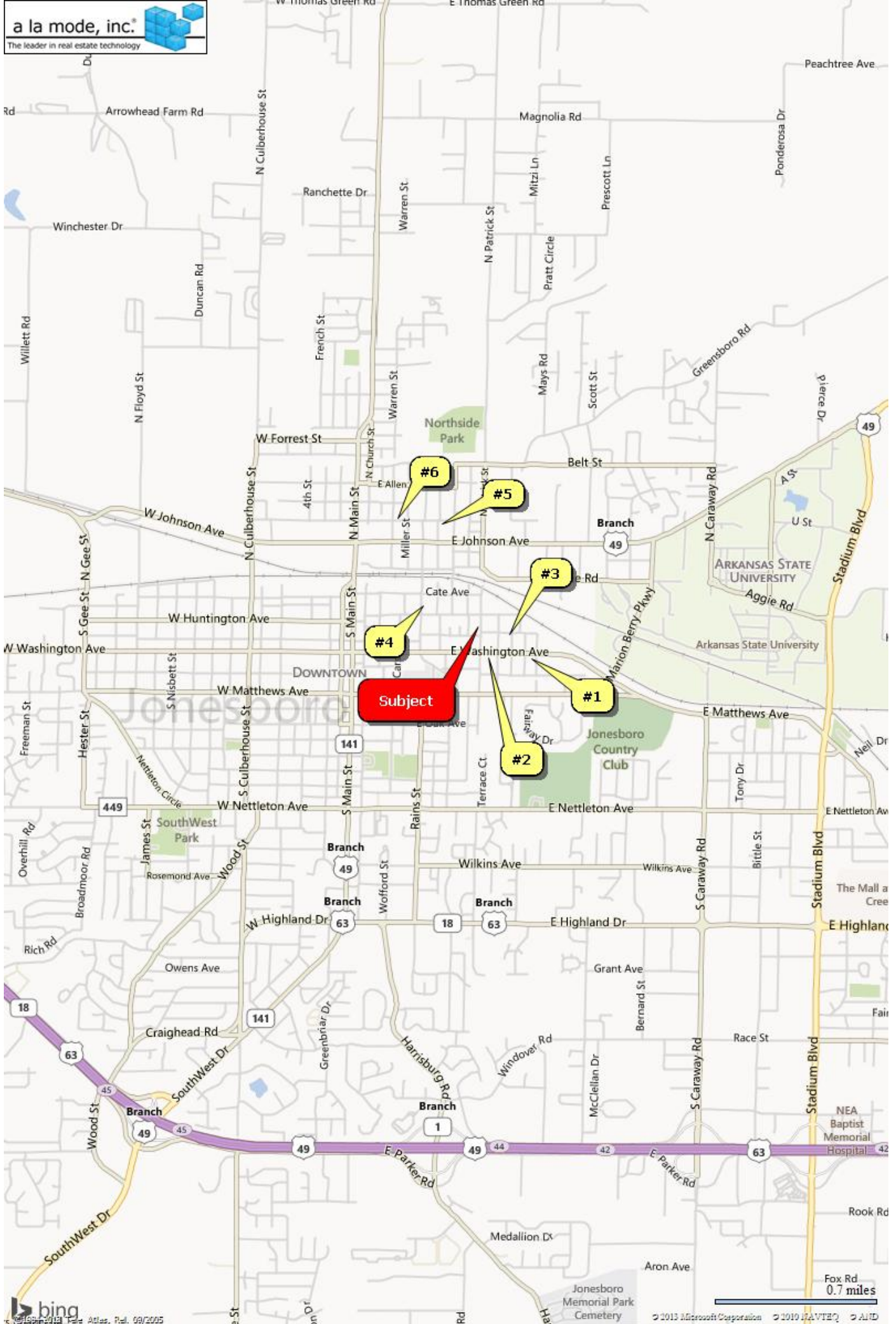
**Sale #6**

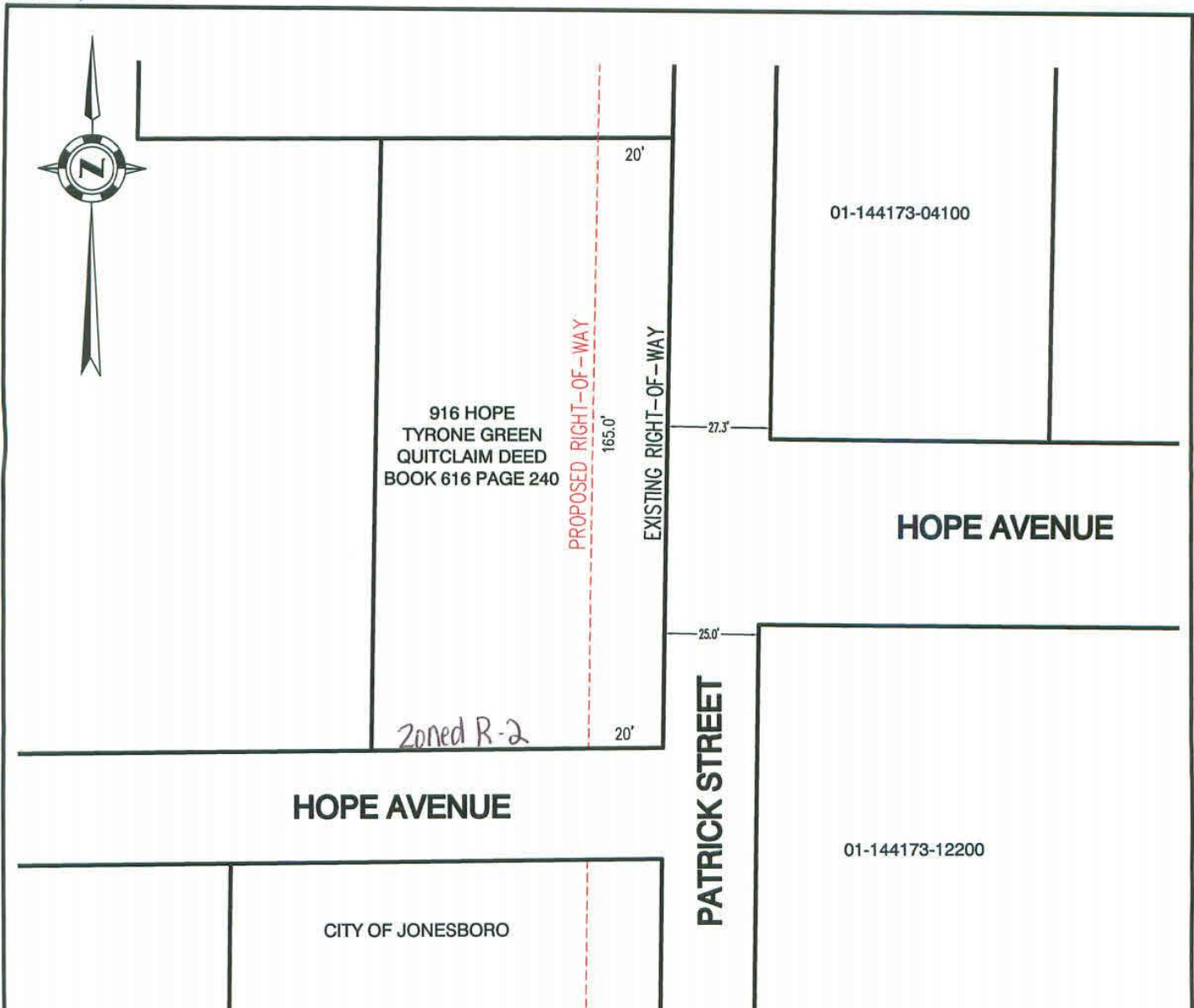
Grantor/Grantee: Prunty Enterprises Inc/Lopez  
Location: E Word  
Date of Sale: 4-20-11  
Sales Price: \$7,000  
Land Size: 5600 sf  
Price/Sf: \$1.25  
Source: Bk JB2011R Pg 006212

Six sales were provided for reader's review. Sales #1-4 are located in subject's immediate area, while #5-6 are located north of Johnson Avenue. Sales #1-2 both had Washington frontage. More weight given Sales #3-4, which did not have Washington frontage. Sales #5-6 offer additional support for subject's market value. In my opinion, our subject has a fair market value of \$1.15/sf. Therefore,  $\$1.15/\text{sf} \times 3300 \text{ sf} = \$3,795$ . Rounded \$3,800.

# Location Map

Owner	Tyrone Green			
Property Address	916 Hope Ave			
City	Jonesboro	County Craighead	State AR	Zip Code 72401
Client	City of Jonesboro			





**LEGAL DESCRIPTION:**

A PART OF LOT 1 IN BLOCK 3 OF BROADWAY ADDITION, RECORDED 04/19/1898 BOOK 18 PAGE 169, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE EAST 20 FEET OF LOT 1 IN BLOCK 3 OF BROADWAY ADDITION, CONTAINING 3300 SQUARE FEET OR 0.08 ACRES.



**RIGHT-OF-WAY ACQUISITION**

Engineering Department

P.O. Box 1845 Phone: (870) 932-2438  
 307 Vine Street Fax: (870) 933-4664  
 Jonesboro, AR 72401 cengineer@jonesboro.org

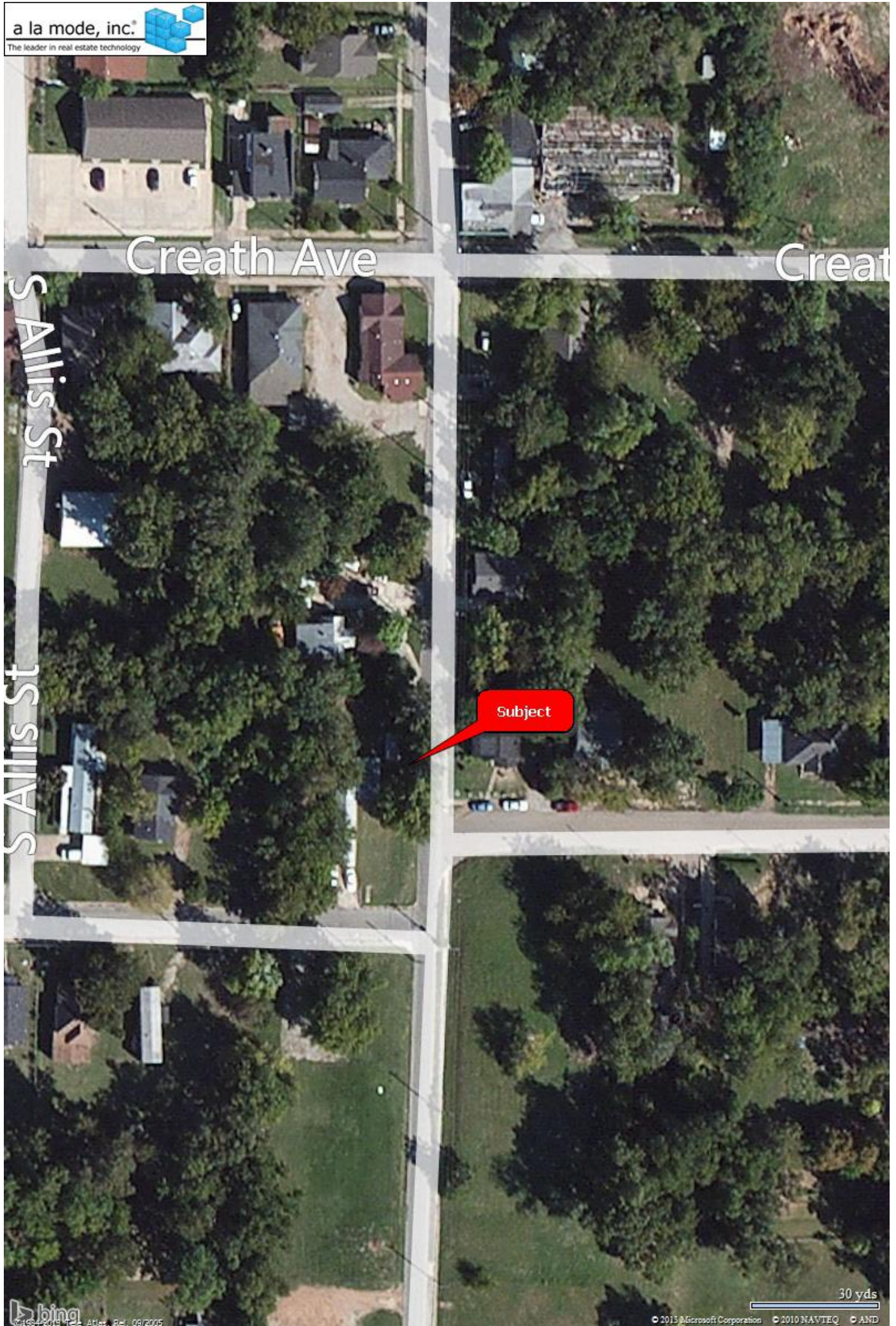
DRAWING INFO		REVISIONS		
DRAWN BY:	BETTIS	DATE	BY	DESCRIPTION
DATE:	09-11-2013			
SCALE:	1" = 40'			
JOB NO:				
PLAT CODE:				





# Aerial Map

Owner	Tyrone Green						
Property Address	916 Hope Ave						
City	Jonesboro	County	Craighead	State	AR	Zip Code	72401
Client	City of Jonesboro						



**Photograph Addendum**

Owner	Tyrone Green						
Property Address	916 Hope Ave						
City	Jonesboro	County	Craighead	State	AR	Zip Code	72401
Client	City of Jonesboro						



**QUITCLAIM DEED  
MARRIED PERSON**

*KNOW ALL MEN BY THESE PRESENTS:*

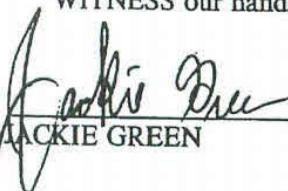
THAT WE, JACKIE GREEN and MYRTLE GREEN, husband and wife, GRANTOR(S) for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), and other good and valuable consideration in hand paid by **TYRONE GREEN** GRANTEE(S), the receipt of which is hereby acknowledged, hereby grant, convey, sell and quitclaim unto said GRANTEE(S), and unto their heirs and assigns forever, the following lands lying in Craighead County, Arkansas.

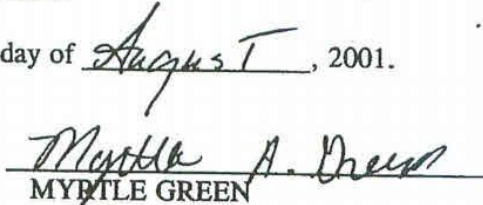
ALL OUR RIGHT, TITLE, INTEREST AND CLAIM IN AND TO THE FOLLOWING LANDS:  
The East two-thirds (E 2/3) of Lot One (1), Block Three (3), Broadway Addition to the City of Jonesboro, Craighead County, Arkansas.

To have and to hold the same unto the said GRANTEE(S), and unto their heirs and assign forever, with all appurtenances thereunto belonging.

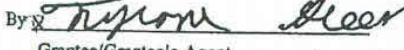
And we, the GRANTOR(S) JACKIE GREEN and MYRTLE GREEN, husband and wife, for and in consideration of the said sum of money, do hereby release and relinquish unto the said GRANTEE(S) all our rights of dower, curtesy and homestead in and to the said lands.

WITNESS our hands and seals on this 16 day of August, 2001.

  
\_\_\_\_\_  
JACKIE GREEN

  
\_\_\_\_\_  
MYRTLE GREEN

"I certify under penalty of false swearing that the legally correct amount of documentary stamps have been placed on this instrument."

By   
Grantee/Grantee's Agent  
Address: 216 P.O. BOX 1552  
Jonesboro, AR 72401

**Parcel Detail Report:** Craighead County

Created: 10/2/2013 1:51:24 PM

[Print](#) | [Close](#) | [Printing Problems?](#)

**Basic Information**

**Parcel Number:** 01-144184-10900  
**County Name:** Craighead County  
**Ownership Information:** GREEN TYRONE  
 916 HOPE  
 JONESBORO, AR  
[Map This Address](#)  
**Billing Information:** GREEN TYRONE  
 P O BOX 1552  
 JONESBORO AR 72401  
**Total Acres:** 0.00  
**Timber Acres:** 0.00  
**Sec-Twp-Rng:** 18-14-04  
**Lot/Block:** PT 1/3  
**Subdivision:** BROADAWAY ADD  
**Legal Description:** BROADAWAY ADD E 3/4 LOT 1  
**School District:** J JB JONESBORO CITY  
**Homestead Parcel?:** No  
**Tax Status:** Taxable  
**Over 65?:** No

**Land Information**

Land Divisions:	Land Type	Quantity	Front Width	Rear Width	Depth 1	Depth 2	Quarter
	RESHS	1 lots [0 sqft]	0	0	0	0	

**Valuation Information**

	Appraised	Assessed
<b>Land:</b>	5,000	1,000
<b>Improvements:</b>	6,650	1,330
<b>Total Value:</b>	11,650	2,330
<b>Taxable Value:</b>		2,330
<b>Millage:</b>		0.0422
<b>Estimated Taxes:</b>		\$98.33
<b>Assessment Year:</b>		2012

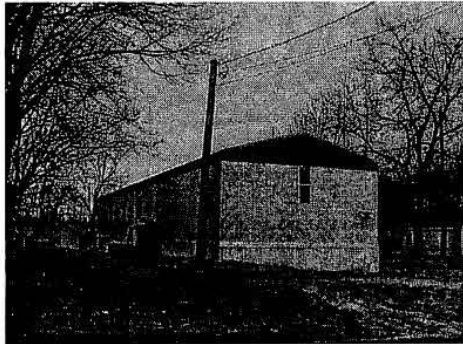
**Sales History**

Date	Price	Grantor	Grantee	Book	Page	Deed Type
10/19/2012	0	LAND COMMISSIONER	GREN TYRONE	JB2012R	017928	RD(REDEMPTION DEED)
11/14/2001	0	GREEN	GREEN	616	240	
3/22/2000	0	GREEN	GREEN	589	148	
10/4/1993	0		GREEN	448	658	

**Improvement Information**

**Residential Improvements**

**Residential Improvement #1**



Living Area 1st Floor            0  
 Living Area 2nd Floor           0  
 Living Area Total SF            0

Search by Area Type/Status  
**Basement Unfinished**            0  
**Basement Finished w/Partitions**    0  
**Basement Finished w/o Partitions**    0  
**Basement Total SF**            0

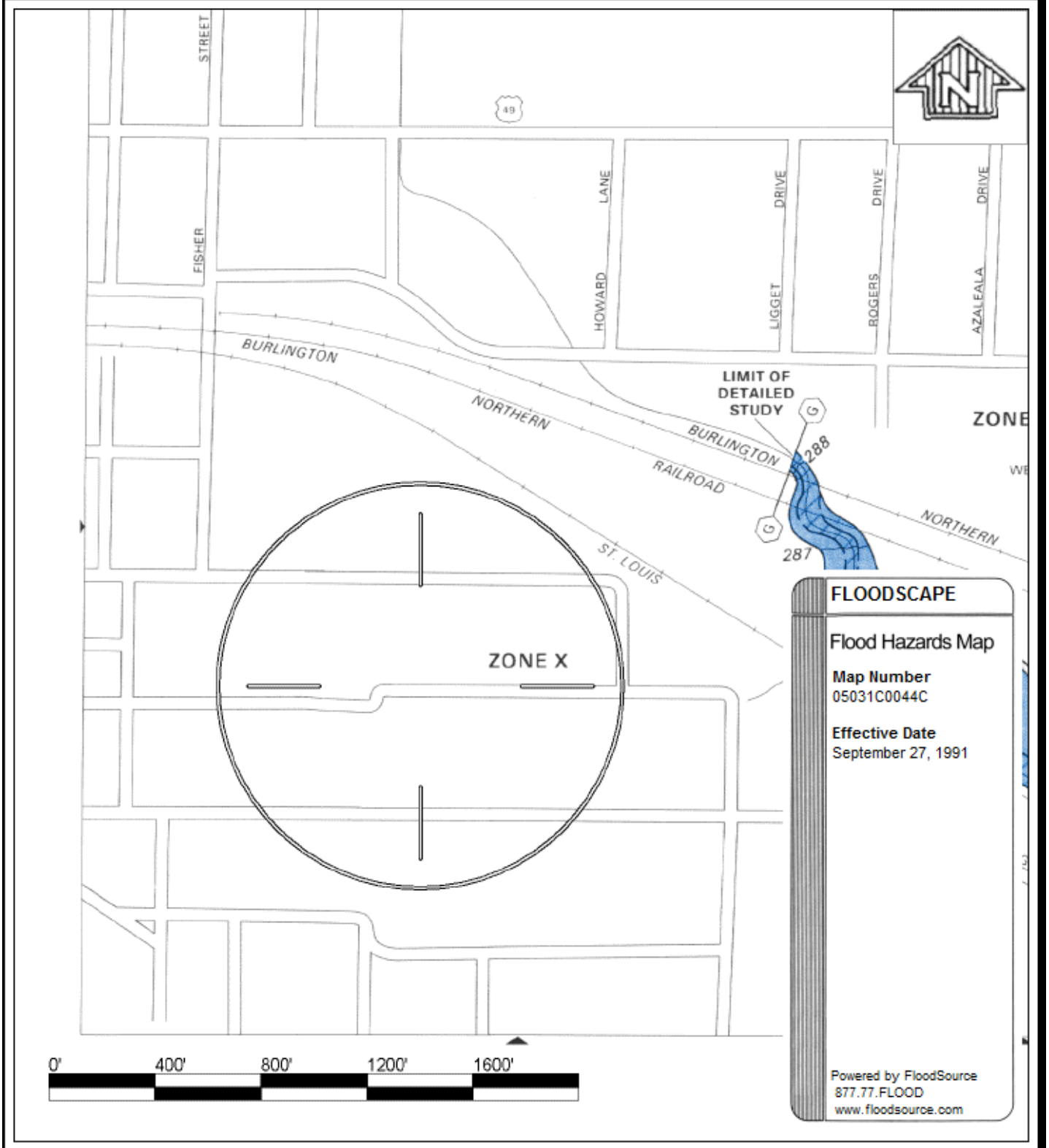
**Occupancy Type:** Mobile Home  
**Grade:** D5  
**Story Height:** 1 Story  
**Year Built:** Year Built Not Available  
**Effective Age:** 20  
**Construction Type:**  
     **Roof Type:** *Unkown*  
     **Heat / AC:** None  
     **Fireplace:** 0  
     **Bathrooms:**  
**Foundation Type:** *Unkown*  
     **Floor Type:** *Unkown*  
     **Floor Covering:**  
**Outbuildings / Yard** **OBVI Item Quantity Size Description**  
**Improvements:** FLAT ADDN            1  
                           FLAT WD                0

# Flood Map

Owner	Tyrone Green			
Property Address	916 Hope Ave			
City	Jonesboro	County Craighead	State AR	Zip Code 72401
Client	City of Jonesboro			



**Prepared for:**  
 Bob Gibson Appraisal Service  
 916 Hope Ave  
 Jonesboro, AR 72401



© 1999-2013 SourceProse and/or FloodSource Corporations. All rights reserved. Patents 6,631,326 and 6,678,615. Other patents pending. For Info: info@floodsource.com.

**ENVIRONMENTAL ADDENDUM**  
**APPARENT\* HAZARDOUS SUBSTANCES AND/OR DETRIMENTAL ENVIRONMENTAL CONDITIONS**

Owner	Tyrone Green				
Address	916 Hope Ave				
City	Jonesboro	County	Craighead	State	AR Zip code 72401
Client	City of Jonesboro				

\*Apparent is defined as that which is visible, obvious, evident or manifest to the appraiser.

This universal Environmental Addendum is for use with any real estate appraisal. Only the statements which have been checked by the appraiser apply to the property being appraised.

This addendum reports the results of the appraiser's routine inspection of and inquiries about the subject property and its surrounding area. It also states what assumptions were made about the existence (or nonexistence) of any hazardous substances and/or detrimental environmental conditions. **The appraiser is not an expert environmental inspector** and therefore might be unaware of existing hazardous substances and/or detrimental environmental conditions which may have a negative effect on the safety and value of the property. It is possible that tests and inspections made by a qualified environmental inspector would reveal the existence of hazardous materials and/or detrimental environmental conditions on or around the property that would negatively affect its safety and value.

**DRINKING WATER**

- Drinking Water is supplied to the subject from a municipal water supply which is considered safe. However the only way to be absolutely certain that the water meets published standards is to have it tested at all discharge points.
- Drinking Water is supplied by a well or other non-municipal source. It is recommended that tests be made to be certain that the property is supplied with adequate pure water.
- Lead can get into drinking water from its source, the pipes, at all discharge points, plumbing fixtures and/or appliances. The only way to be certain that water does not contain an unacceptable lead level is to have it tested at all discharge points.
- The value estimated in this appraisal is based on the assumption that there is an adequate supply of safe, lead-free Drinking Water.**

Comments \_\_\_\_\_

**SANITARY WASTE DISPOSAL**

- Sanitary Waste is removed from the property by a municipal sewer system.
- Sanitary Waste is disposed of by a septic system or other sanitary on site waste disposal system. The only way to determine that the disposal system is adequate and in good working condition is to have it inspected by a qualified inspector.
- The value estimated in this appraisal is based on the assumption that the Sanitary Waste is disposed of by a municipal sewer or an adequate properly permitted alternate treatment system in good condition.**

Comments \_\_\_\_\_

**SOIL CONTAMINANTS**

- There are no apparent signs of Soil Contaminants on or near the subject property (except as reported in Comments below). It is possible that research, inspection and testing by a qualified environmental inspector would reveal existing and/or potential hazardous substances and/or detrimental environmental conditions on or around the property that would negatively affect its safety and value.
- The value estimated in this appraisal is based on the assumption that the subject property is free of Soil Contaminants.**

Comments \_\_\_\_\_

**ASBESTOS**

- N/A All or part of the improvements were constructed before 1979 when Asbestos was a common building material. The only way to be certain that the property is free of friable and non-friable Asbestos is to have it inspected and tested by a qualified asbestos inspector.
- N/A The improvements were constructed after 1979. No apparent friable Asbestos was observed (except as reported in Comments below).
- N/A **The value estimated in this appraisal is based on the assumption that there is no uncontained friable Asbestos or other hazardous Asbestos material on the property.**

Comments \_\_\_\_\_

**PCBs (POLYCHLORINATED BIPHENYLS)**

- There were no apparent leaking fluorescent light ballasts, capacitors or transformers anywhere on or nearby the property (except as reported in Comments below).
- There was no apparent visible or documented evidence known to the appraiser of soil or groundwater contamination from PCBs anywhere on the property (except as reported in Comments below).
- The value estimated in this appraisal is based on the assumption that there are no uncontained PCBs on or nearby the property.**

Comments \_\_\_\_\_

**RADON**

- The appraiser is not aware of any Radon tests made on the subject property within the past 12 months (except as reported in Comments below).
- The appraiser is not aware of any indication that the local water supplies have been found to have elevated levels of Radon or Radium.
- The appraiser is not aware of any nearby properties (except as reported in Comments below) that were or currently are used for uranium, thorium or radium extraction or phosphate processing.
- The value estimated in this appraisal is based on the assumption that the Radon level is at or below EPA recommended levels.**

Comments \_\_\_\_\_



**USTs (UNDERGROUND STORAGE TANKS)**

- There is no apparent visible or documented evidence known to the appraiser of any USTs on the property nor any known historical use of the property that would likely have had USTs.
- There are no apparent petroleum storage and/or delivery facilities (including gasoline stations or chemical manufacturing plants) located on adjacent properties (except as reported in Comments below).
- There are apparent signs of USTs existing now or in the past on the subject property. It is recommended that an inspection by a qualified UST inspector be obtained to determine the location of any USTs together with their condition and proper registration if they are active; and if they are inactive, to determine whether they were deactivated in accordance with sound industry practices.
- The value estimated in this appraisal is based on the assumption that any functioning USTs are not leaking and are properly registered and that any abandoned USTs are free from contamination and were properly drained, filled and sealed.**

Comments \_\_\_\_\_

**NEARBY HAZARDOUS WASTE SITES**

- There are no apparent Hazardous Waste Sites on the subject property or nearby the subject property (except as reported in Comments below). Hazardous Waste Site search by a trained environmental engineer may determine that there is one or more Hazardous Waste Sites on or in the area of the subject property.
- The value estimated in this appraisal is based on the assumption that there are no Hazardous Waste Sites on or nearby the subject property that negatively affect the value or safety of the property.**

Comments \_\_\_\_\_

**UREA FORMALDEHYDE (UFFI) INSULATION**

- N/A All or part of the improvements were constructed before 1982 when UREA foam insulation was a common building material. The only way to be certain that the property is free of UREA formaldehyde is to have it inspected by a qualified UREA formaldehyde inspector.
- N/A The improvements were constructed after 1982. No apparent UREA formaldehyde materials were observed (except as reported in Comments below).
- N/A **The value estimated in this appraisal is based on the assumption that there is no significant UFFI insulation or other UREA formaldehyde material on the property.**

Comments \_\_\_\_\_

**LEAD PAINT**

- N/A All or part of the improvements were constructed before 1980 when Lead Paint was a common building material. There is no apparent visible or known documented evidence of peeling or flaking Lead Paint on the floors, walls or ceilings (except as reported in Comments below). The only way to be certain that the property is free of surface or subsurface Lead Paint is to have it inspected by a qualified inspector.
- N/A The improvements were constructed after 1980. No apparent Lead Paint was observed (except as reported in Comments below).
- N/A **The value estimated in this appraisal is based on the assumption that there is no flaking or peeling Lead Paint on the property.**

Comments \_\_\_\_\_

**AIR POLLUTION**

- There are no apparent signs of Air Pollution at the time of the inspection nor were any reported (except as reported in Comments below). The only way to be certain that the air is free of pollution is to have it tested.
- The value estimated in this appraisal is based on the assumption that the property is free of Air Pollution.**

Comments \_\_\_\_\_

**WETLANDS/FLOOD PLAINS**

- The site does not contain any apparent Wetlands/Flood Plains (except as reported in Comments below). The only way to be certain that the site is free of Wetlands/Flood Plains is to have it inspected by a qualified environmental professional.
- The value estimated in this appraisal is based on the assumption that there are no Wetlands/Flood Plains on the property (except as reported in Comments below).**

Comments \_\_\_\_\_

**MISCELLANEOUS ENVIRONMENTAL HAZARDS**

- There are no other apparent miscellaneous hazardous substances and/or detrimental environmental conditions on or in the area of the site except as indicated below:
  - Excess Noise \_\_\_\_\_
  - Radiation + Electromagnetic Radiation \_\_\_\_\_
  - Light Pollution \_\_\_\_\_
  - Waste Heat \_\_\_\_\_
  - Acid Mine Drainage \_\_\_\_\_
  - Agricultural Pollution \_\_\_\_\_
  - Geological Hazards \_\_\_\_\_
  - Nearby Hazardous Property \_\_\_\_\_
  - Infectious Medical Wastes \_\_\_\_\_
  - Pesticides \_\_\_\_\_
  - Others (Chemical Storage + Storage Drums, Pipelines, etc.) \_\_\_\_\_

- The value estimated in this appraisal is based on the assumption that there are no Miscellaneous environmental Hazards (except those reported above) that would negatively affect the value of the property.**

When any of the environmental assumptions made in this addendum are not correct, the estimated value in this appraisal may not be valid.

# MULTI-PURPOSE SUPPLEMENTAL ADDENDUM FOR FEDERALLY RELATED TRANSACTIONS

Bob Gibson Appraisal Service

Owner	Tyrone Green		
Property Address	916 Hope Ave		
City	Jonesboro	County	Craighead
State	AR	Zip Code	72401
Client	City of Jonesboro		

This Multi-Purpose Supplemental Addendum for Federally Related Transactions was designed to provide the appraiser with a convenient way to comply with the current appraisal standards and requirements of the Federal Deposit Insurance Corporation (FDIC), the Office of the Comptroller of Currency (OCC), The Office of Thrift Supervision (OTS), the Resolution Trust Corporation (RTC), and the Federal Reserve.

**This Multi-Purpose Supplemental Addendum is for use with any appraisal. Only those statements which have been checked by the appraiser apply to the property being appraised.**

**PURPOSE & FUNCTION OF APPRAISAL**

The purpose of the appraisal is to estimate the market value of the subject property as defined herein. The function of the appraisal is to assist the above-named Lender in evaluating the subject property for lending purposes. This is a federally related transaction.

**EXTENT OF APPRAISAL PROCESS**

- The appraisal is based on the information gathered by the appraiser from public records, other identified sources, inspection of the subject property and neighborhood, and selection of comparable sales within the subject market area. The original source of the comparables is shown in the Data Source section of the market grid along with the source of confirmation, if available. The original source is presented first. The sources and data are considered reliable. When conflicting information was provided, the source deemed most reliable has been used. Data believed to be unreliable was not included in the report nor used as a basis for the value conclusion.
- The Reproduction Cost is based on \_\_\_\_\_ supplemented by the appraiser's knowledge of the local market.
- Physical depreciation is based on the estimated effective age of the subject property. Functional and/or external depreciation, if present, is specifically addressed in the appraisal report or other addenda. In estimating the site value, the appraiser has relied on personal knowledge of the local market. This knowledge is based on prior and/or current analysis of site sales and/or abstraction of site values from sales of improved properties.
- The subject property is located in an area of primarily owner-occupied single family residences and the Income Approach is not considered to be meaningful. For this reason, the Income Approach was not used.
- The Estimated Market Rent and Gross Rent Multiplier utilized in the Income Approach are based on the appraiser's knowledge of the subject market area. The rental knowledge is based on prior and/or current rental rate surveys of residential properties. The Gross Rent Multiplier is based on prior and/or current analysis of prices and market rates for residential properties.
- For income producing properties, actual rents, vacancies and expenses have been reported and analyzed. They have been used to project future rents, vacancies and expenses.

**SUBJECT PROPERTY OFFERING INFORMATION**

- According to Owner/MLS \_\_\_\_\_ the subject property:
- has not been offered for sale in the past:  30 days  1 year  3 years.
  - is currently offered for sale for \$ \_\_\_\_\_.
  - was offered for sale within the past:  30 days  1 year  3 years for \$ \_\_\_\_\_.
  - Offering information was considered in the final reconciliation of value.
  - Offering information was not considered in the final reconciliation of value.
  - Offering information was not available. The reasons for unavailability and the steps taken by the appraiser are explained later in this addendum.

**SALES HISTORY OF SUBJECT PROPERTY**

- According to Craighead County Tax Records \_\_\_\_\_ the subject property:
- Has not transferred  in the past twelve months.  in the past thirty-six months.  in the past 5 years.
  - Has transferred  in the past twelve months.  in the past thirty-six months.  in the past 5 years.
  - All prior sales which have occurred in the past 3 years are listed below and reconciled to the appraised value, either in the body of the report or in the addenda.

Date	Sales Price	Document #	Seller	Buyer
10-19-12		0 JB2012R 017928 RD	Land Commissioner	Green

**FEMA FLOOD HAZARD DATA**

- Subject property is not located in a FEMA Special Flood Hazard Area.
- Subject property is located in a FEMA Special Flood Hazard Area.

Zone	FEMA Map/Panel #	Map Date	Name of Community
X	05031C0044C	09/27/1991	Jonesboro

- The community does not participate in the National Flood Insurance Program.
- The community does participate in the National Flood Insurance Program.
- It is covered by a regular program.
- It is covered by an emergency program.

**CURRENT SALES CONTRACT**

- The subject property is currently not under contract.
- The contract and/or escrow instructions were not available for review. The unavailability of the contract is explained later in the addenda section.
- The contract and/or escrow instructions were reviewed. The following summarizes the contract:

Contract Date	Amendment Date	Contract Price	Seller

- The contract indicated that personal property was not included in the sale.
- The contract indicated that personal property was included. It consisted of \_\_\_\_\_ Estimated contributory value is \$ \_\_\_\_\_.
- Personal property was not included in the final value estimate.
- Personal property was included in the final value estimate.
- The contract indicated no financing concessions or other incentives.
- The contract indicated the following concessions or incentives: \_\_\_\_\_
- If concessions or incentives exist, the comparables were checked for similar concessions and appropriate adjustments were made, if applicable, so that the final value conclusion is in compliance with the Market Value defined herein.

**MARKET OVERVIEW** Include an explanation of current market conditions and trends.

4-6 months is considered a reasonable marketing period for the subject property based on MLS data, appraiser's knowledge of the local market and discussions with brokers and agents.

**ADDITIONAL CERTIFICATION**

The Appraiser certifies and agrees that:



- (1) The analyses, opinions and conclusions were developed, and this report was prepared, in conformity with the Uniform Standards of Professional Appraisal Practice ("USPAP"), except that the Departure Provision of the USPAP does not apply.
- (2) Their compensation is not contingent upon the reporting of predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
- (3) This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

**ADDITIONAL (ENVIRONMENTAL) LIMITING CONDITIONS**

The value estimated is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions unless otherwise stated in this report. The appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. The appraiser's routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions which would affect the property negatively unless otherwise stated in this report. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous substances or detrimental environmental conditions on or around the property that would negatively affect its value.

**ADDITIONAL COMMENTS**

**APPRAISER'S SIGNATURE & LICENSE/CERTIFICATION**

Appraiser's Signature  

Appraiser's Name (print) Bob Gibson, CG0247      Date Prepared November 19, 2013

State AR       License       Certification      No. CG0247      Phone # 870-932-5206

Tax ID # 71-0792672

**CO-SIGNING APPRAISER'S CERTIFICATION**

- The co-signing appraiser has personally inspected the subject property, both inside and out, and has made an exterior inspection of all comparable sales listed in the report. The report was prepared by the appraiser under direct supervision of the co-signing appraiser. The co-signing appraiser accepts responsibility for the contents of the report including the value conclusions and the limiting conditions, and confirms that the certifications apply fully to the co-signing appraiser.
- The co-signing appraiser has not personally inspected the interior of the subject property and:
  - has not inspected the exterior of the subject property and all comparable sales listed in the report.
  - has inspected the exterior of the subject property and all comparable sales listed in the report.
- The report was prepared by the appraiser under direct supervision of the co-signing appraiser. The co-signing appraiser accepts responsibility for the contents of the report, including the value conclusions and the limiting conditions, and confirms that the certifications apply fully to the co-signing appraiser with the exception of the certification regarding physical inspections. The above describes the level of inspection performed by the co-signing appraiser.
- The co-signing appraiser's level of inspection, involvement in the appraisal process and certification are covered elsewhere in the addenda section of this appraisal.

**CO-SIGNING APPRAISER'S SIGNATURE & LICENSE/CERTIFICATION**

Co-Signing Appraiser's Signature \_\_\_\_\_ Effective Date \_\_\_\_\_ Date Prepared \_\_\_\_\_

Co-Signing Appraiser's Name (print) \_\_\_\_\_ Phone # \_\_\_\_\_

State \_\_\_\_\_  License       Certification # \_\_\_\_\_ Tax ID # \_\_\_\_\_

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

## **STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION**

**CONTINGENT AND LIMITING CONDITIONS:** The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.


**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

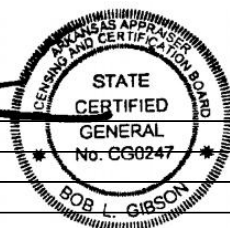
1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

**SUPERVISORY APPRAISER'S CERTIFICATION:** If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

**ADDRESS OF PROPERTY APPRAISED:** 916 Hope Ave, Jonesboro, AR 72401

**APPRAISER:**

Signature:   
 Name: Bob Gibson, CG0247  
 Date Signed: November 19, 2013  
 State Certification #: CG0247  
 or State License #: \_\_\_\_\_  
 State: AR  
 Expiration Date of Certification or License: 06/30/2014



**SUPERVISORY APPRAISER (only if required):**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Date Signed: \_\_\_\_\_  
 State Certification #: \_\_\_\_\_  
 or State License #: \_\_\_\_\_  
 State: \_\_\_\_\_  
 Expiration Date of Certification or License: \_\_\_\_\_

Did  Did Not Inspect Property

Owner	Tyrone Green	File No.
Property Address	916 Hope Ave	
City	Jonesboro	County Craighead State AR Zip Code 72401
Client	City of Jonesboro	

**APPRAISAL AND REPORT IDENTIFICATION**

This Appraisal Report is one of the following types:

- Self Contained (A written report prepared under Standards Rule 2-2(a) , pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- Summary (A written report prepared under Standards Rule 2-2(b) , pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- Restricted Use (A written report prepared under Standards Rule 2-2(c) , pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

**Comments on Standards Rule 2-3**

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).


**Reasonable Exposure Time**

My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is: 3-6 months

**Comments on Appraisal and Report Identification**

Note any USPAP-related issues requiring disclosure and any state mandated requirements:


**APPRAISER:**

Signature: 

Name: Bob Gibson, CG0247

Designation: Certified General

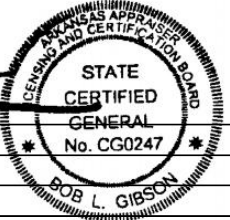
Date Signed: November 19, 2013

State Certification #: CG0247  
or State License #: \_\_\_\_\_

State: AR

Expiration Date of Certification or License: 06/30/2014

Effective Date of Appraisal: October 30, 2013



**SUPERVISORY APPRAISER (only if required):**

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

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

Designation: \_\_\_\_\_

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

State Certification #: \_\_\_\_\_  
or State License #: \_\_\_\_\_

State: \_\_\_\_\_

Expiration Date of Certification or License: \_\_\_\_\_

Supervisory Appraiser inspection of Subject Property:  
 Did Not     Exterior-only from street     Interior and Exterior

## **PRIVACY NOTICE**

**Pursuant to the Gramm-Leach-Bliley Act of 1999, effective July 1, 2001, Appraisers, along with all providers of personal financial services are now required by federal law to inform their clients of the policies of the firm with regard to the privacy of client nonpublic personal information. As professionals, we understand that your privacy is very important to you and are pleased to provide you with this information.**

### **Types of Nonpublic Personal Information We Collect**

In the course of performing appraisals, we may collect what is known as "nonpublic personal information" about you. This information is used to facilitate the services that we provide to you and may include the information provided to us by you directly or received by us from others with your authorization.

### **Parties to Whom We Disclose Information**

We do not disclose any nonpublic personal information obtained in the course of our engagement with our clients to nonaffiliated third parties, except as necessary or as required by law. By way of example, a necessary disclosure would be to our employees, and in certain situations, to unrelated third party consultants who need to know that information to assist us in providing appraisal services to you. All of our employees and any third party consultants we employ are informed that any information they see as part of an appraisal assignment is to be maintained in strict confidence within the firm.

A disclosure required by law would be a disclosure by us that is ordered by a court of competent jurisdiction with regard to a legal action to which you are a party.

### **Confidentiality and Security**

We will retain records relating to professional services that we have provided to you for a reasonable time so that we are better able to assist you with your needs. In order to protect your nonpublic personal information from unauthorized access by third parties, we maintain physical, electronic and procedural safeguards that comply with our professional standards to insure the security and integrity of your information.

Please feel free to call us an any time if you have any questions about the confidentiality of the information that you provide to us.

**QUALIFICATIONS OF  
BOB L. GIBSON**

**POSITION:** Real Estate Appraiser/Consultant, 420 W. Jefferson, Jonesboro, AR, 72401 Telephone: (870) 932-5206

**PROFESSIONAL EXPERIENCE:**

Chief Appraiser for Home Federal Savings. 1965 to 1975, Fee Appraiser for area financial and real estate concerns, 1965 to 1980

President of H.S.C. Service Corporation. Developed three (3) Subdivisions, constructed single-family homes, one hotel, and numerous condominiums from 1975 to 1990

**EDUCATION:**

B.S. Degree in Business Administration and Minor in Economics from Arkansas State University in 1965

Graduate of School of Savings & Loans at University of Indiana, Bloomington, Indiana 1979 to 1982

U.S. League of Savings Associations Appraised Study Course 1965

Principles of Real Estate Appraising-1968 Audit, Arkansas State University

National Association of Independent Fee Appraisers, Principles of Residential Real Estate 1990

NAIF Income Property Appraising 1990

Marshall and Swifts Valuation Guides Seminar - Residential and Commercial Cost Approach 1990

The Appraisal Institute - Real Estate Appraisal Methods 1991

Uniform Standards of Professional Appraisal Practice 1991

Techniques of Income Property Appraising 1991

Uniform Residential Appraisal Report Seminar, IFA, Jonesboro, AR 1993

FIRREA: Overview and Practical Application Seminar, IFA, Jonesboro, AR 1994

American Disabilities Act Seminar, I.F.A., Jonesboro, AR 1993

HUD Guidelines - Lender Selection of the Appraiser, I.F.A., Little Rock, AR 1994 - Member of Lender Appraiser Selection Roster, HUD, Little Rock, AR

Appraiser Accountability and Legal Liabilities Seminar, Arkansas Appraisal Foundation, Little Rock, AR 1995

Standards of Professional Practice, I.F.A., Jonesboro, AR 1996

HUD/FHA Appraiser Training, HUD/FHA, Hot Springs, AR 1996

Legal Journal, West Memphis, AR 1998

Principles of Condemnation, San Antonio, TX 1999

Arkansas Appraisal Board Annual Meeting, Little Rock, AR 2000

USPAP, Kelton Schools, Jonesboro, AR 2000

USPAP Update, RCI, Jonesboro, AR 2003

USPAP, Lincoln Graduate Center, San Antonio TX 2004

Fannie Mae Underwriting, NEA Mortgage Bankers, Jonesboro AR 2004

Day With the Board, Little Rock AR 2004

Day With the Board, Little Rock AR 2005

Day With the Board, Little Rock AR 2006

USPAP Update, RCI, Jonesboro, AR 2006

Effective Communications in Appraisal Practice, RCI, Jonesboro, AR 2006

Day With the Board, Little Rock AR 2007

USPAP Update, RCI, Jonesboro, AR 2008

Mortgage Fraud, RCI, Jonesboro AR 2008

Day With the Board, Little Rock AR 2008

USPAP, RCI, Russellville AR 2009

Basic Income Capitalization, RCI, Russellville AR 2009

Report Writing, RCI, Russellville AR 2009

USPAP Update, RCI, Jonesboro AR 2010

USPAP Update, RCI, Jonesboro AR 2012

Effective Communications in Appraisal Practice, RCI, Jonesboro AR 2012

Appraising FHA Today, McKissock.com 2012

Construction Details and Trends, McKissock.com 2012

**PROFESSIONAL MEMBERSHIP:**

Charter Member of National Society of Environmental Consultants

Master Senior Appraisers (MSA), National Association of Master Appraisers

**CERTIFICATION AND DESIGNATION:**

State Certified Residential Appraiser #CG0247, December 28, 1991

State Certified General Appraiser #CG0247, January 6, 1992

**PARTIAL LIST OF CLIENTS:**

Belz-Burrow, Regions Bank, Simmons Bank, First Financial Mortgage, Fowler Foods, Liberty Bank, Bank of America, iBERIABANKfsb, BancorpSouth, First Security Bank, Focus Bank, City of Jonesboro, First National Bank, Unico Bank, Integrity First Bank, Summit Bank, Southern Bank





Legislation Details (With Text)

**File #:** RES-15:074    **Version:** 1    **Name:** Condemnation at Tract 2, Hwy 351/Aggie Road intersection for roadway improvements

**Type:** Resolution    **Status:** Recommended to Council

**File created:** 4/27/2015    **In control:** Public Works Council Committee

**On agenda:**    **Final action:**

**Title:** A RESOLUTION TO THE CITY OF JONESBORO TO CONDEMN CERTAIN REAL PROPERTY LOCATED IN THE CITY OF JONESBORO AT TRACT 2, HWY 351/AGGIE ROAD INTERSECTION (AHTD 100790 - TRACT 2), JONESBORO, ARKANSAS FOR THE PURPOSE OF ROADWAY IMPROVEMENTS

**Sponsors:** Engineering

**Indexes:** Condemnation, Condemnation

**Code sections:**

**Attachments:** [Appraisal - Tract 2](#)

Date	Ver.	Action By	Action	Result
5/5/2015	1	Public Works Council Committee		

A RESOLUTION TO THE CITY OF JONESBORO TO CONDEMN CERTAIN REAL PROPERTY LOCATED IN THE CITY OF JONESBORO AT TRACT 2, HWY 351/AGGIE ROAD INTERSECTION (AHTD 100790 - TRACT 2), JONESBORO, ARKANSAS FOR THE PURPOSE OF ROADWAY IMPROVEMENTS

WHEREAS, the City of Jonesboro has the need to condemn by eminent domain certain property located within the City of Jonesboro located at Tract 2, Hwy 351/Aggie Road Intersection (AHTD 100790 - Tract 2), Jonesboro, Arkansas for the purpose of roadway improvements; and

WHEREAS, condemnation by eminent domain is necessary due to time constraints for the property located at Tract 2, Hwy 351/Aggie Road Intersection (AHTD 100790 - Tract 2), Jonesboro, Arkansas more particularly described as follows:

Part of the Northwest Quarter of the Northeast Quarter of Section 15, Township 14 North, Range 4 East, Craighead County, Arkansas, more particularly described as follows:

Commencing at a Half Inch Rebar found at the Center North Sixteenth Corner of said Section 15; thence North 00°37'28" East along the West line of said Northwest Quarter of the Northeast Quarter of Section 15 a distance of 38.93 feet to a point; thence South 89°22'32" East a distance of 33.68 feet to the East Right of Way line of Highway 351 as established by AHTD Job 10-RW-2 and the POINT OF BEGINNING; thence North 00°30'25" East along said right of way line a distance of 81.27 feet to the East Right of Way line of Highway 351 as established by AHTD Job 100790; thence South 09°48'06" East along said right of way line a distance of 59.91 feet to a point; thence South 61°26'51" East along said right of way line a distance of 36.39 feet to the North Right of Way line of Aggie Road as established by AHTD Job 100790; thence South 89°50'49" East along said right of way line a distance of 137.38 feet to the North Right of Way line of Aggie Road as established by Johnson's Minor Plat as filed in Craighead County, Book C, Page 100; thence South 05°47'52" West along said right of way line a distance of 30.14 feet to the centerline of Aggie Road; thence North 89°41'54" West along said centerline a distance of 147.44 feet to the East Right of Way line of Highway 351 as established by AHTD Job 10-RW-2; thence North 00°30'25" East along said right of way line a distance of 24.47 feet to a point;

thence North 89°29'35" West along said right of way line a distance of 30.00 feet to the POINT OF BEGINNING and containing 0.12 acres (5,367 sq. ft.) more or less as shown on AHTD plans referenced as Job 100790.

Also a temporary construction easement containing 0.01 acres (328 sq. ft.) more or less as shown on AHTD plans referenced as Job 100790 and labeled TCE 2E-1.

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

Section 1: That the City of Jonesboro is here by vested with the power of eminent domain and authorized under Arkansas Code Annotated 18-15-301 to condemn said property located at Tract 2, Hwy 351/Aggie Road Intersection (AHTD 100790 - Tract 2), Jonesboro, Arkansas.

Section 2: This condemnation is necessary to obtain property for roadway improvements in the City of Jonesboro.



**APPRAISAL OF REAL PROPERTY**

**LOCATED AT:**

Tract 2, Hwy 351/Aggie Rd Intersection  
Part of the NW/4 of the NE/4 of STR 15-14N-4E  
Jonesboro, AR 72401

**FOR:**

City of Jonesboro  
300 South Church St  
Jonesboro, AR 72401

**AS OF:**

December 22, 2014

**BY:**

Bob Gibson, CG0247

Bob Gibson and Associates Inc.  
P O Box 3071  
420 W Jefferson, Suite A  
Jonesboro, AR 72401

December 30, 2014

City of Jonesboro  
300 South Church St  
Jonesboro, AR 72401

Re: Property: Tract 2, Hwy 351/Aggie Rd Intersection  
Jonesboro, AR 72401  
Borrower: N/A  
File No.:

Pursuant to your request, I have prepared an appraisal report of the property captioned in the "Summary of Salient Features" which follows. As you have requested, I have prepared this report in accordance with most area lenders. To the best of my knowledge, this report conforms to the current requirements prescribed by the Uniform Standards of Professional Appraisal Practice of the Appraisal Standards Board of the Appraisal Foundation (as required by the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA)).

The accompanying report is based on a site inspection of improvements, investigation of the subject neighborhood area of influence, and review of sales, cost, and income data for similar properties. This appraisal has been made with particular attention paid to applicable value-influencing economic conditions and has been processed in accordance with nationally recognized appraisal guidelines.

The value conclusions stated herein are as of the effective date as stated in the body of the appraisal, and contingent upon the certification and limiting conditions attached. The person (s) signing this report have the knowledge and experience to complete this assignment competently. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,

  
Bob Gibson, CG0247



## SUMMARY OF SALIENT FEATURES

<b>SUBJECT INFORMATION</b>	Subject Address	Tract 2, Hwy 351/Aggie Rd Intersection
	Legal Description	Part of the NW/4 of the NE/4 of STR 15-14N-4E
	City	Jonesboro
	County	Craighead
	State	AR
	Zip Code	72401
	Census Tract	0005.02
	Map Reference	27860
<b>SALES PRICE</b>	Sale Price	\$ N/A
	Date of Sale	N/A
<b>CLIENT</b>	Client	City of Jonesboro
	Appraiser	Bob Gibson, CG0247
<b>DESCRIPTION OF IMPROVEMENTS</b>	Size (Square Feet)	NA
	Price per Square Foot	\$
	Location	Suburban
	Age	NA
	Condition	NA
	Total Rooms	NA
	Bedrooms	NA
	Baths	NA
<b>APPRAISER</b>	Appraiser	Bob Gibson, CG0247
	Date of Appraised Value	December 22, 2014
<b>VALUE</b>	Final Estimate of Value	\$ 11,000

# LAND APPRAISAL REPORT

## Appraisal Report

File No.

Borrower <u>N/A</u>	Census Tract <u>0005.02</u>	Map Reference <u>27860</u>
Property Address <u>Tract 2, Hwy 351/Aggie Rd Intersection</u>		
City <u>Jonesboro</u>	County <u>Craighead</u>	State <u>AR</u> Zip Code <u>72401</u>
Legal Description <u>Part of the NW/4 of the NE/4 of STR 15-14N-4E</u>		
Sale Price \$ <u>N/A</u>	Date of Sale <u>N/A</u>	Loan Term <u>N/A</u> yrs.
Property Rights Appraised <input checked="" type="checkbox"/> Fee <input type="checkbox"/> Leasehold <input type="checkbox"/> De Minimis PUD		
Actual Real Estate Taxes \$ _____ (yr) Loan charges to be paid by seller \$ <u>NA</u> Other sales concessions <u>NA</u>		
Lender/Client <u>City of Jonesboro</u>		Address <u>300 South Church Street, Jonesboro, AR 72401</u>
Occupant <u>Vacant Land</u> Appraiser <u>Bob Gibson, CG0247</u> Instructions to Appraiser <u>Determine the market value of the land.</u>		

<table style="width: 100%;"> <tr> <td style="width: 33%;">Location</td> <td><input type="checkbox"/> Urban</td> <td><input checked="" type="checkbox"/> Suburban</td> <td><input type="checkbox"/> Rural</td> </tr> <tr> <td>Built Up</td> <td><input type="checkbox"/> Over 75%</td> <td><input checked="" type="checkbox"/> 25% to 75%</td> <td><input type="checkbox"/> Under 25%</td> </tr> <tr> <td>Growth Rate</td> <td><input type="checkbox"/> Fully Dev.</td> <td><input checked="" type="checkbox"/> Rapid</td> <td><input type="checkbox"/> Steady</td> </tr> <tr> <td>Property Values</td> <td><input type="checkbox"/> Increasing</td> <td><input checked="" type="checkbox"/> Stable</td> <td><input type="checkbox"/> Declining</td> </tr> <tr> <td>Demand/Supply</td> <td><input type="checkbox"/> Shortage</td> <td><input checked="" type="checkbox"/> In Balance</td> <td><input type="checkbox"/> Oversupply</td> </tr> <tr> <td>Marketing Time</td> <td><input type="checkbox"/> Under 3 Mos.</td> <td><input checked="" type="checkbox"/> 4-6 Mos.</td> <td><input type="checkbox"/> Over 6 Mos.</td> </tr> <tr> <td>Present Land Use</td> <td colspan="3"> <u>35%</u> 1 Family    <u>  </u> % 2-4 Family    <u>15%</u> Apts.    <u>  </u> % Condo    <u>5%</u> Commercial  <u>  </u> % Industrial    <u>45%</u> Vacant    <u>  </u> %                 </td> </tr> <tr> <td>Change in Present Land Use</td> <td colspan="3"> <input type="checkbox"/> Not Likely    <input type="checkbox"/> Likely (*)    <input checked="" type="checkbox"/> Taking Place (*)                      (*) From <u>Vacant Land</u> To <u>Residential</u> </td> </tr> <tr> <td>Predominant Occupancy</td> <td colspan="3"> <input checked="" type="checkbox"/> Owner    <input type="checkbox"/> Tenant    <u>5</u> % Vacant                 </td> </tr> <tr> <td>Single Family Price Range</td> <td colspan="3"> <u>\$ 30,000</u> to <u>\$ 300,000</u>    Predominant Value \$ <u>150,000</u> </td> </tr> <tr> <td>Single Family Age</td> <td colspan="3"> <u>0</u> yrs. to <u>40+</u> yrs.    Predominant Age <u>5</u> yrs.                 </td> </tr> </table>	Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Built Up	<input type="checkbox"/> Over 75%	<input checked="" type="checkbox"/> 25% to 75%	<input type="checkbox"/> Under 25%	Growth Rate	<input type="checkbox"/> Fully Dev.	<input checked="" type="checkbox"/> Rapid	<input type="checkbox"/> Steady	Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Oversupply	Marketing Time	<input type="checkbox"/> Under 3 Mos.	<input checked="" type="checkbox"/> 4-6 Mos.	<input type="checkbox"/> Over 6 Mos.	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Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): Subject is bound by Red Wolf Blvd/Hwy 49 to the west and north, Prospect Farm Ln to the east, Jonesboro Municipal Airport to the south. The area is located within reasonable commuting distance of public schools, area shopping, employment, medical facilities, etc.

Dimensions <u>See Attached Survey</u> = <u>0.12</u> Sq. Ft. or Acres	<input checked="" type="checkbox"/> Corner Lot		
Zoning classification <u>R-1, Single Family Residential</u>	Present Improvements <input checked="" type="checkbox"/> do <input type="checkbox"/> do not conform to zoning regulations		
Highest and best use <input checked="" type="checkbox"/> Present use <input type="checkbox"/> Other (specify) _____			
<table style="width: 100%;"> <tr> <td style="width: 50%;">                 Elec. <input checked="" type="checkbox"/>                  Gas <input checked="" type="checkbox"/>                  Water <input checked="" type="checkbox"/>                  San. Sewer <input checked="" type="checkbox"/>  <input type="checkbox"/> Underground Elect. &amp; Tel.             </td> <td style="width: 50%;">                 OFF SITE IMPROVEMENTS                  Street Access <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private                  Surface <u>Asphalt</u>                  Maintenance <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private  <input type="checkbox"/> Storm Sewer    <input type="checkbox"/> Curb/Gutter  <input type="checkbox"/> Sidewalk    <input type="checkbox"/> Street Lights             </td> </tr> </table>	Elec. <input checked="" type="checkbox"/> Gas <input checked="" type="checkbox"/> Water <input checked="" type="checkbox"/> San. Sewer <input checked="" type="checkbox"/> <input type="checkbox"/> Underground Elect. & Tel.	OFF SITE IMPROVEMENTS Street Access <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private Surface <u>Asphalt</u> Maintenance <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Storm Sewer <input type="checkbox"/> Curb/Gutter <input type="checkbox"/> Sidewalk <input type="checkbox"/> Street Lights	Topo <u>Generally Level</u> Size <u>0.12 +/- acres or 5,367 +/- Sq Ft</u> Shape <u>Irregular</u> View <u>Residential and vacant land</u> Drainage <u>Appears Adequate</u> Is the property located in a HUD Identified Special Flood Hazard Area? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Elec. <input checked="" type="checkbox"/> Gas <input checked="" type="checkbox"/> Water <input checked="" type="checkbox"/> San. Sewer <input checked="" type="checkbox"/> <input type="checkbox"/> Underground Elect. & Tel.	OFF SITE IMPROVEMENTS Street Access <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private Surface <u>Asphalt</u> Maintenance <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Storm Sewer <input type="checkbox"/> Curb/Gutter <input type="checkbox"/> Sidewalk <input type="checkbox"/> Street Lights		

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): No apparent adverse easements or encroachments noted during the physical inspection.

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	Tract 2, Hwy 351/Aggie Rd Intersection Jonesboro	See Addenda					
Proximity to Subject							
Sales Price	\$ <u>N/A</u>	\$	\$	\$	\$	\$	\$
Price	\$	\$	\$	\$	\$	\$	\$
Data Source	Inspection/Tax Rec						
Date of Sale and Time Adjustment	DESCRIPTION <u>N/A</u>	DESCRIPTION	+(-)\$ Adjust.	DESCRIPTION	+(-)\$ Adjust.	DESCRIPTION	+(-)\$ Adjust.
Location	Suburban						
Site/View	0.12 +/- acres						
Sales or Financing Concessions	NA						
Net Adj. (Total)		<input type="checkbox"/> + <input type="checkbox"/> -	\$	<input type="checkbox"/> + <input type="checkbox"/> -	\$	<input type="checkbox"/> + <input type="checkbox"/> -	\$
Indicated Value of Subject		Net	% \$	Net	% \$	Net	% \$

Comments on Market Data: Property values are stable in subject's market area. Employment is stable. Typical marketing time is 4-6 months based on this appraiser's research as well as discussions with other real estate professionals in the area. Demand/supply is in balance.

Comments and Conditions of Appraisal: Site size for the easement was provided by the City of Jonesboro and in the addendum of this report. The value given to the site is on vacant land only.

Final Reconciliation: See Addendum.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF December 22, 2014 to be \$ 11,000

Did  Did Not Physically Inspect Property

Appraiser(s) Bob Gibson, CG0247 Review Appraiser (if applicable) \_\_\_\_\_

# Supplemental Addendum

File No.

Client	City of Jonesboro						
Property Address	Tract 2, Hwy 351/Aggie Rd Intersection						
City	Jonesboro	County	Craighead	State	AR	Zip Code	72401
Appraiser	Bob Gibson, CG0247						

## Scope of Work

This report has been prepared for the referenced client. The report has been performed to assist the client with the lending decision only and not for the borrower's use to determine value. If this report is placed in the hands of anyone other than the client, the client shall make such third party aware of all the assumptions and limiting conditions of the assignment. The scope of this appraisal consisted of an observation of subject site from public street. Pictures of the site and street were taken and can be found in this report. The MLS, local public records, as well as local comp services were researched for comparable sales in the neighborhood. Those used were deemed the best available. The comparable sales were compared to the subject and adjustments in value were made as deemed appropriate. An opinion of value was then rendered based on the data available. This report is an appraisal and not an environmental inspection.

I have not checked the land records for recorded easements & did not note any apparent adverse easements or encroachments. Any easements, encroachments, restrictions, covenants, etc uncovered through a title search, legal opinion, or property survey should be submitted to the appraiser for consideration. The appraiser reserves the right to analyze all such information and amend the appraised value, if necessary.

## Digital Signature

This appraisal report contains digital signatures that meet the requirements of Statement on Appraisal Standards No.8 (SMT-8). The software programs used to transfer the report electronically provide digital signature security features for the appraiser signing the report. The appraiser that has signed (affixed an electronic signature) to this report has ensured that the electronic signature(s) is protected and the appraiser has maintained control of the signature. Per SMT-8 of the Uniform Standards of Professional Appraisal Practice, electronically affixing a signature to a report carries the same level of authenticity and responsibility as an original ink signature on a paper copy report.

## Digital Images

Digitized images, such as photographs, maps, exhibits, etc., contained in this report, are unaltered from their original likeness. Digital images, however, may have been modified for formatting, brightness, or resolution. These modifications are made only to reduce file size or enhance readability and do not manipulate the original likeness.

## Comps Over One Mile

Comparable sales over one mile away were used because they are the best available in this area. Expanding the search to a radius greater than one mile developed sales that are still within the same market. These sales are the best comparables to the subject property and are therefore used in this report.

## Comps Over Six Months Since Date of Sale

A thorough search for comparable sales was made in this market area. Comparables that sold within six months of the date of appraisal were significantly different in location, size, age, conditions and other value influencing items. In the Appraiser's judgement, the comparables selected are a better indication of value than more recent sales.

## LAND COMPARABLE SALES:

### LAND SALE #1:

Grantor/Grantee: P & J Development Co / Edgar  
Location: Prospect Farm Rd (Lot 1-A, Prospect Farms Subd)  
Date of Sale: 08/18/2014  
Sales Price: \$27,000  
Land Size: 0.37 +/- acres or 16,117 +/- sq ft  
Price/Sq Ft: \$1.68  
Source: JB2014R-013202, Parcel #01-144142-04000

### LAND SALE #2:

Grantor/Grantee: Wilcox / Lamberson  
Location: Airport Rd (Lot 2, Hilda Wilcox Minor Plat)  
Date of Sale: 05/10/2013  
Sales Price: \$14,000  
Land Size: 0.57 +/- acres or 24,829 +/- sq ft  
Price/Sq Ft: \$0.56  
Source: JB2013R-008848, Parcel #01-144151-00501

### LAND SALE #3:

Grantor/Grantee: Chester Pagee Trust / Abernathy  
Location: 3630 E Nettleton (Pt Lot 3, Cobb & Lee Sur)  
Date of Sale: 10/07/2014  
Sales Price: \$25,000  
Land Size: 0.30 +/- acres or 26,135 +/- sq ft  
Price/Sq Ft: \$0.96  
Source: JB2014R-016041, Parcel #01-144223-00200

### LAND SALE #4:

Grantor/Grantee: Verkler W E Jr Trust / Quinn Alliance LLC Etal  
Location: Hwy 351 (Old Greensboro Rd)  
Date of Sale: 10/21/2011  
Sales Price: \$32,000  
Land Size: 0.79 +/- acres or 34,412 +/- sq ft  
Price/Sq Ft: \$0.93  
Source: JB2011R-016038, Parcel #01-144102-05200

# Supplemental Addendum

File No.

Client	City of Jonesboro						
Property Address	Tract 2, Hwy 351/Aggie Rd Intersection						
City	Jonesboro	County	Craighead	State	AR	Zip Code	72401
Appraiser	Bob Gibson, CG0247						

**LAND SALE #5:**

Grantor/Grantee: RWT Land Development LLC / Cooper  
Location: 4825 Wildwood Ln (Lot 22, Blk D, Wildwood Add, Ph III A)  
Date of Sale: 08/22/2014  
Sales Price: \$28,000  
Land Size: 0.18 +/- acres or 7,841 +/- sq ft  
Price/Sq Ft: \$3.57  
Source: JB2014R-013521, Parcel #01-144142-19900

**LAND SALE #6:**

Grantor/Grantee: RWT Land Development LLC / Cooper  
Location: Wildwood Ln, (Lot 15, Blk E, Wildwood Add, Ph III A)  
Date of Sale: 12/10/2014  
Sales Price: \$28,000  
Land Size: 0.19 +/- acres or 8,276 +/- sq ft  
Price/Sq Ft: \$3.38  
Source: JB2014R-019355, Parcel #01-144142-21700

**LAND SALE #7:**

Grantor/Grantee: Simpkins / Foster  
Location: 791 Cypress Knee Cv (Lot 23, Ridge Run Subd, Ph VI)  
Date of Sale: 04/10/2014  
Sales Price: \$36,000  
Land Size: 0.26 +/- acres or 11,326 +/- sq ft  
Price/Sq Ft: \$3.18  
Source: JB2014R-005338, Parcel #01-144104-17600

**LAND SALE #8:**

Grantor/Grantee: Simpkins / Curtner Custom Contracting LLC  
Location: 783 Cypress Knee Cv (Lot 25, Ridge Run Subd, Ph VI)  
Date of Sale: 04/29/2014  
Sales Price: \$34,000  
Land Size: 0.28 +/- acres or 12,197 +/- sq ft  
Price/Sq Ft: \$2.79  
Source: JB2014R-006450, Parcel #01-144104-17800

**LAND SALE #9:**

Grantor/Grantee: Brown / Conatser  
Location: Toni Ann Dr (Lot 1, Blk B, Meadow Lark Acres)  
Date of Sale: 05/09/2014  
Sales Price: \$20,000  
Land Size: 0.45 +/- acres or 19,602 +/- sq ft  
Price/Sq Ft: \$1.02  
Source: JB2014R-007103, Parcel #01-144152-15100

**LAND SALE #10:**

Grantor/Grantee: P & J Development Co / Strobbe  
Location: Prospect Farm Rd (Lot 1-D, Prospect Farms Replat)  
Date of Sale: 11/20/2014  
Sales Price: \$27,000  
Land Size: 0.25 +/- acres or 10,890 +/- sq ft  
Price/Sq Ft: \$2.48  
Source: JB2014R-018280, Parcel #01-144142-04003

Ten land sales were used to help determine a market value of the subject. The mean is \$2.06/Sq Ft. The median is \$2.08/Sq Ft. After adjustments, it is my opinion the value should be \$2.08/Sq Ft.

The assignment given was to appraise the area being taken (0.12 acres) for the new roundabout. Should there be a litigation, a new appraisal will be needed reflecting before and after values. Total acreage before the taking is 0.63 acres with 0.12 acres being needed or taken for the roundabout.

**\$2.08/Sq Ft x 0.12 acres (5,367 Sq Ft) = \$11,163    ROUNDED \$11,000**

This value is for only land taken. Survey stakes were not in the ground at the time of the appraisal. It appears that no improvements (such as the garage) will be disturbed. It is not known at the time, if access to the subject will be affected.



## Photograph Addendum

Client	City of Jonesboro						
Property Address	Tract 2, Hwy 351/Aggie Rd Intersection						
City	Jonesboro	County	Craighead	State	AR	Zip Code	72401
Appraiser	Bob Gibson, CG0247						



**Tract 2**



**Tract 2**

## Proposed Roundabout Layout

Client	City of Jonesboro						
Property Address	Tract 2, Hwy 351/Aggie Rd Intersection						
City	Jonesboro	County	Craighead	State	AR	Zip Code	72401
Appraiser	Bob Gibson, CG0247						

AHTD Job Number 100790  
Tier 3 Categorical Exclusion  
Hwy. 351/Aggie Rd. Intersection Improvements (Jonesboro)

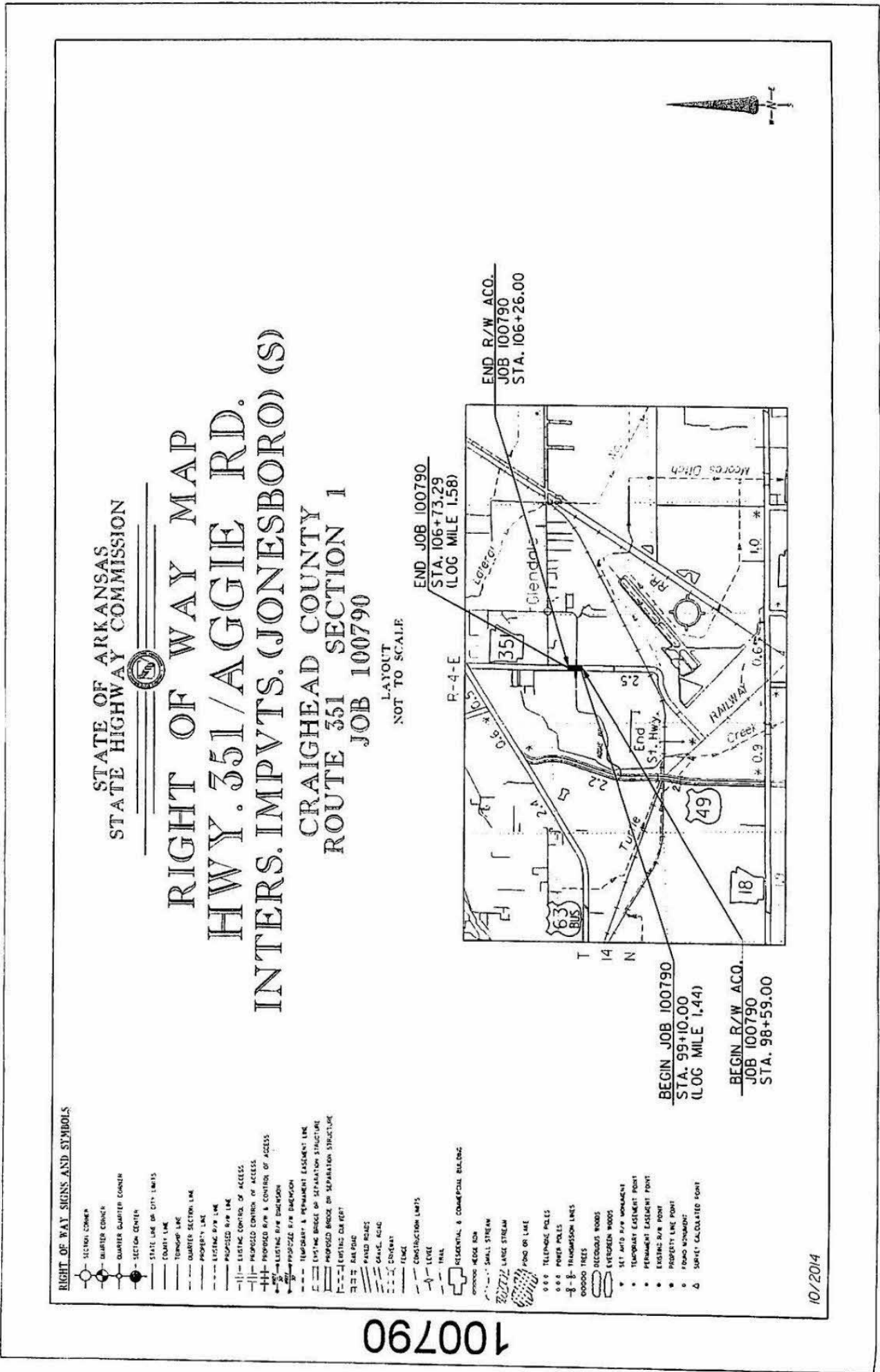


Figure 2: Conceptual Layout of Proposed Roundabout:  
Hwy. 351 and Aggie Road Intersection  
Source: Garver, LLC. January 2014



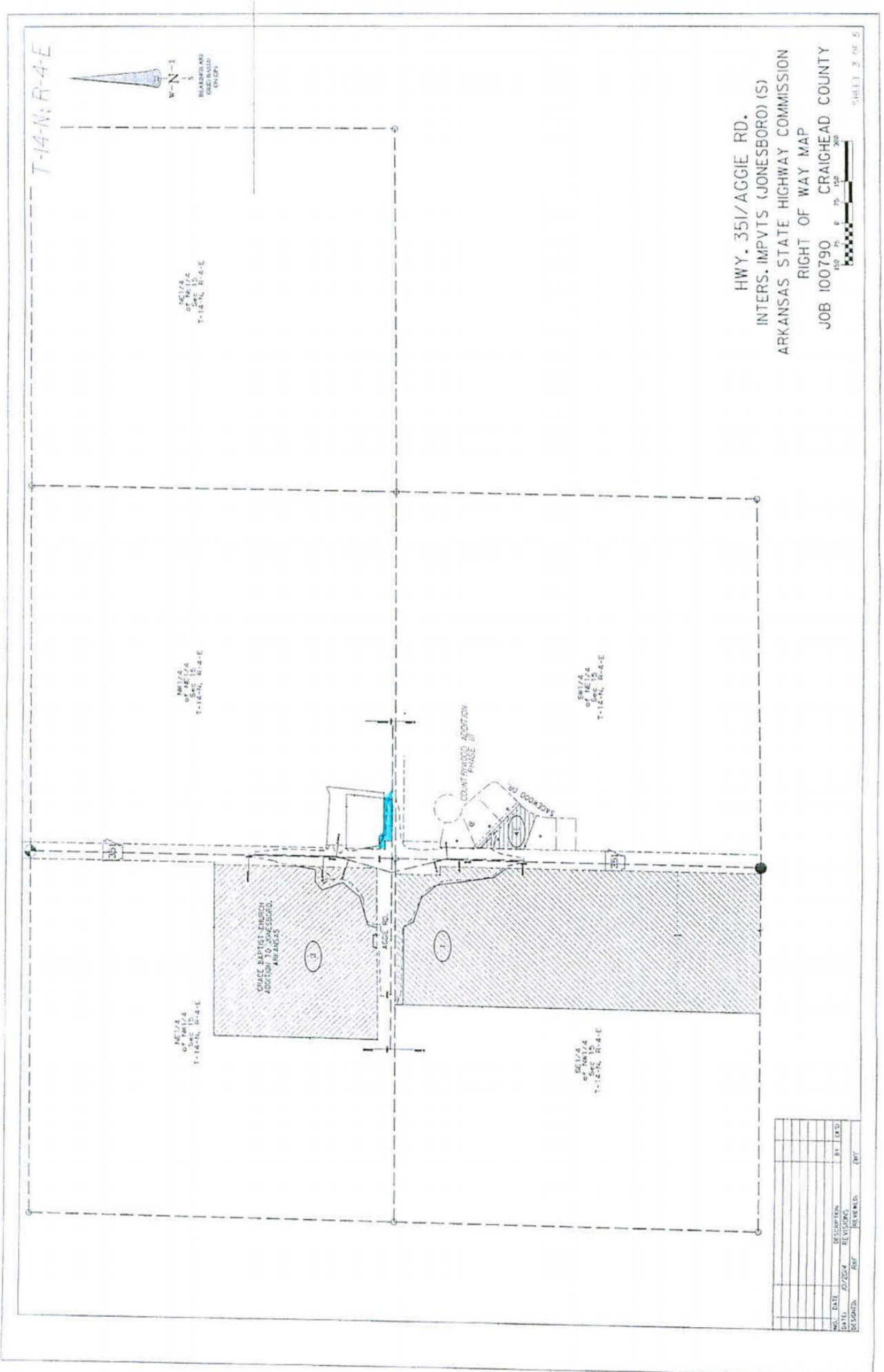
**Proposed Easements - Page 1**

Client	City of Jonesboro		
Property Address	Tract 2, Hwy 351/Aggie Rd Intersection		
City	Jonesboro	County	Craighead
Appraiser	Bob Gibson, CG0247	State	AR
		Zip Code	72401



**Proposed Easements - Page 2**

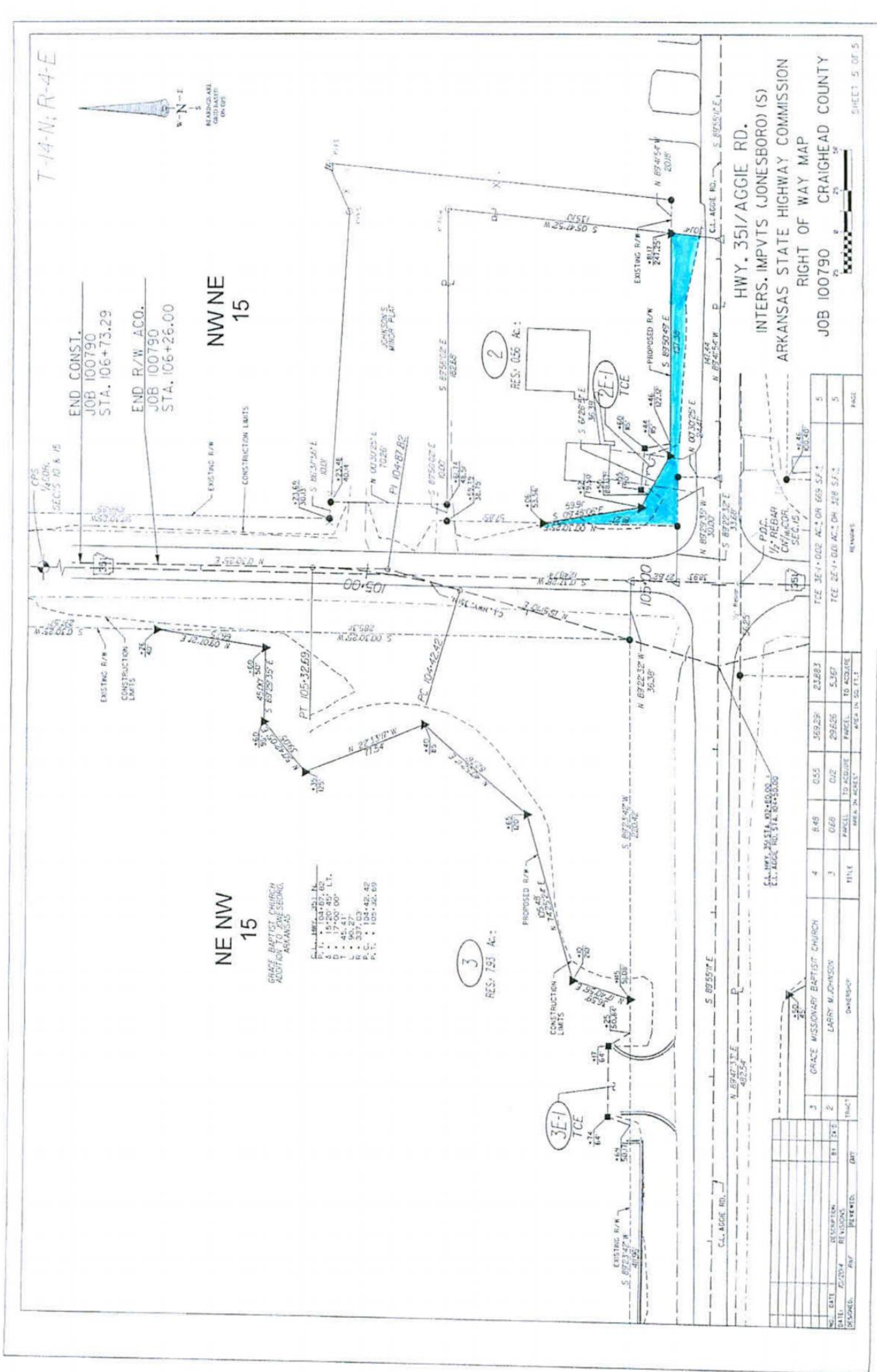
Client	City of Jonesboro				
Property Address	Tract 2, Hwy 351/Aggie Rd Intersection				
City	Jonesboro	County	Craighead	State	AR Zip Code 72401
Appraiser	Bob Gibson, CG0247				



NO.	DATE	DESCRIPTION	BY	CHK'D
1	07/20/04	REVISIONS		
2				
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30				

Proposed Easements - Page 3

Client	City of Jonesboro						
Property Address	Tract 2, Hwy 351/Aggie Rd Intersection						
City	Jonesboro	County	Craighead	State	AR	Zip Code	72401
Appraiser	Bob Gibson, CG0247						



**NE NW 15**  
 GRACE BAPTIST CHURCH  
 ACQUISITION TO CONVEYING,  
 ARKANSAS

CL. HWY. 351 STA. 104+87.60  
 P. I. • 104+87.60  
 P. C. • 104+87.60  
 P. T. • 104+87.60  
 L. • 45+41.00  
 L. • 90+82.00  
 P. C. • 104+42.42  
 P. T. • 105+36.09

**NW NE 15**

END CONST.  
 JOB 100790  
 STA. 106+73.29

END R/W ACO.  
 JOB 100790  
 STA. 106+26.00

NO.	DATE	DESCRIPTION	BY	REVISED	DATE	TRACT	PAGE
1	2/20/24	REVISIONS					5
2							5
3							5
4							5

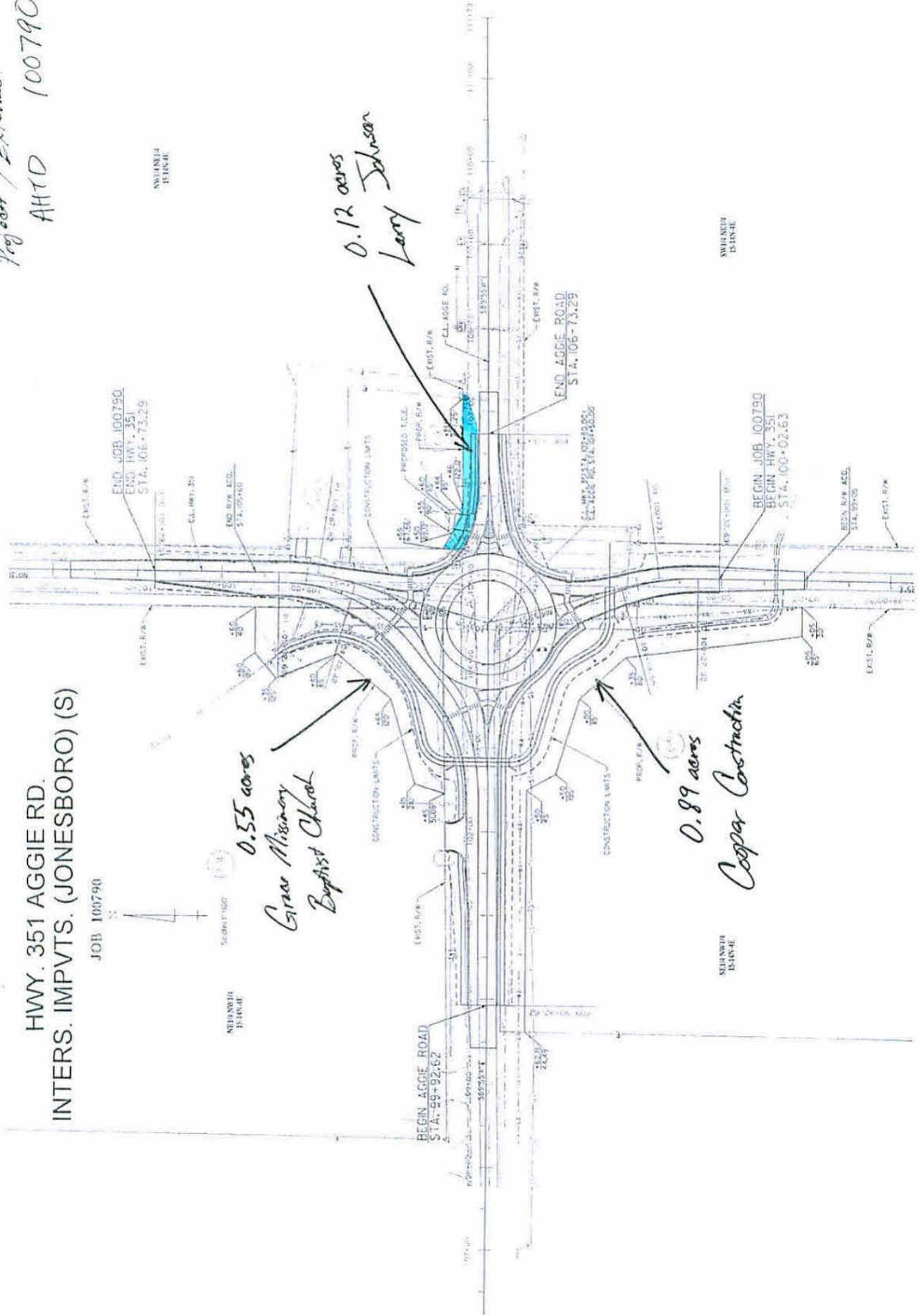
NO.	AREA IN ACRES	AREA IN SQ. FT.	REMARKS	PAGE
1	0.55	382.29	TCE 3E-1-00E AC. ON 659.57'-1	5
2	0.12	826.56	TCE 2E-1-00E AC. ON 388.57'-1	5
3	0.69	475.00	TCE 2E-1-00E AC. ON 388.57'-1	5
4	0.48	332.29	TCE 3E-1-00E AC. ON 659.57'-1	5

SHEET 5 OF 5

**Proposed Easements - Page 4**

Client	City of Jonesboro			
Property Address	Tract 2, Hwy 351/Aggie Rd Intersection			
City	Jonesboro	County	Craighead	State AR Zip Code 72401
Appraiser	Bob Gibson, CG0247			

*Projects / External  
AHTD 100790*



**HWY. 351 AGGIE RD.  
INTER. IMPVTS. (JONESBORO) (S)**

JOB 100790

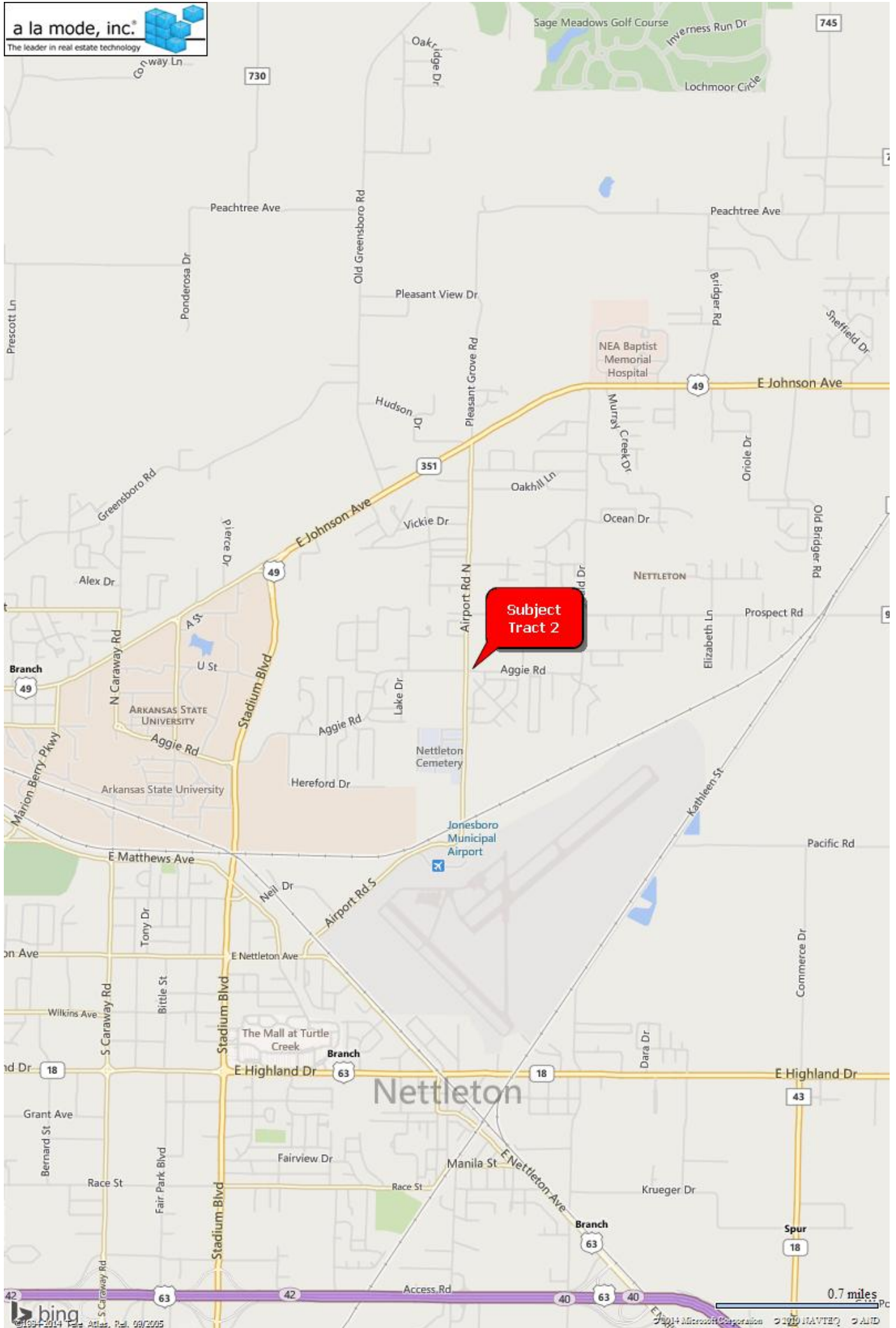
*0.55 acres  
Grace Missionary  
Baptist Church*

*0.12 acres  
Larry  
Johnson*

*0.89 acres  
Cooper Construction*

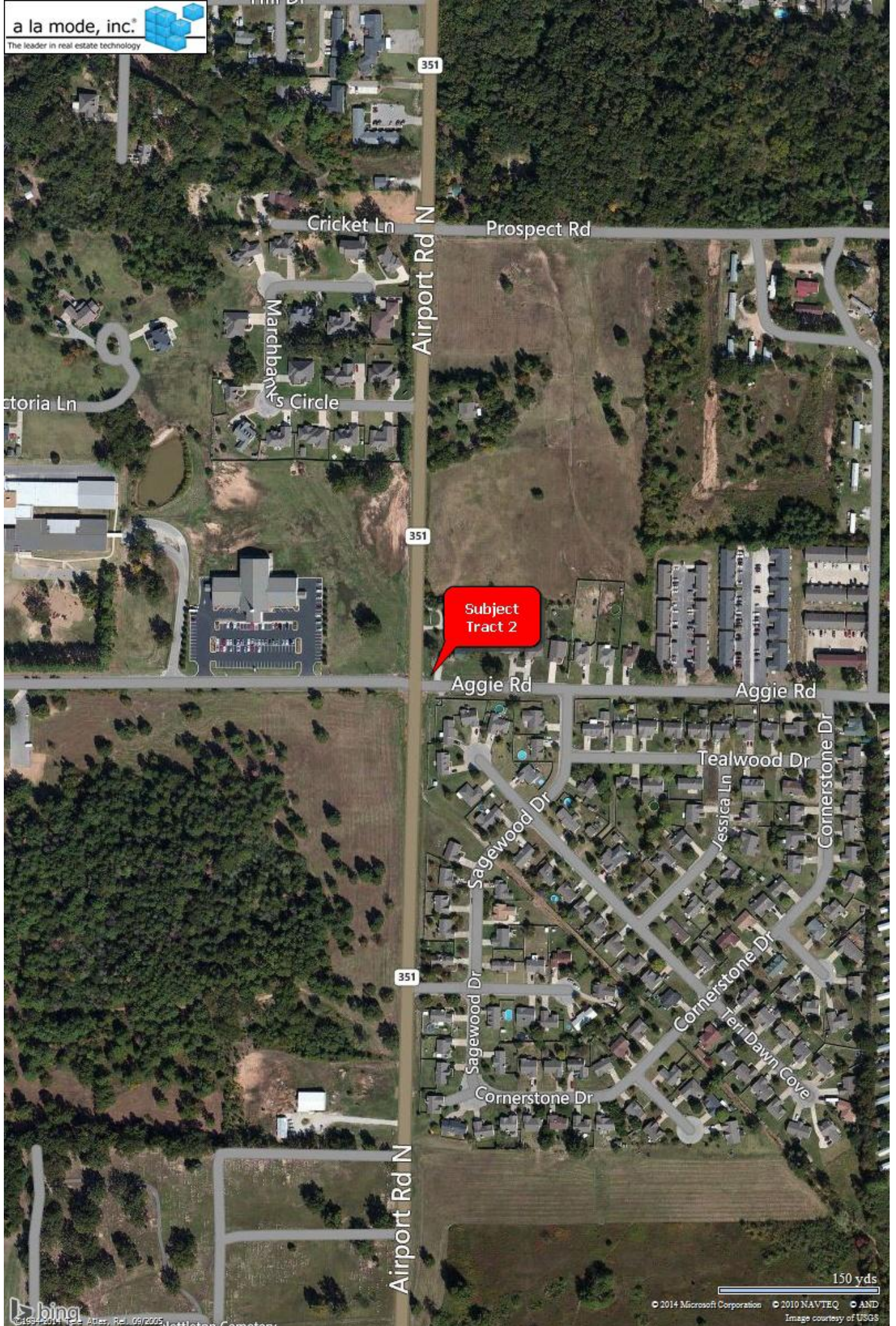
## Location Map

Client	City of Jonesboro						
Property Address	Tract 2, Hwy 351/Aggie Rd Intersection						
City	Jonesboro	County	Craighead	State	AR	Zip Code	72401
Appraiser	Bob Gibson, CG0247						



# Aerial Map

Client	City of Jonesboro						
Property Address	Tract 2, Hwy 351/Aggie Rd Intersection						
City	Jonesboro	County	Craighead	State	AR	Zip Code	72401
Appraiser	Bob Gibson, CG0247						



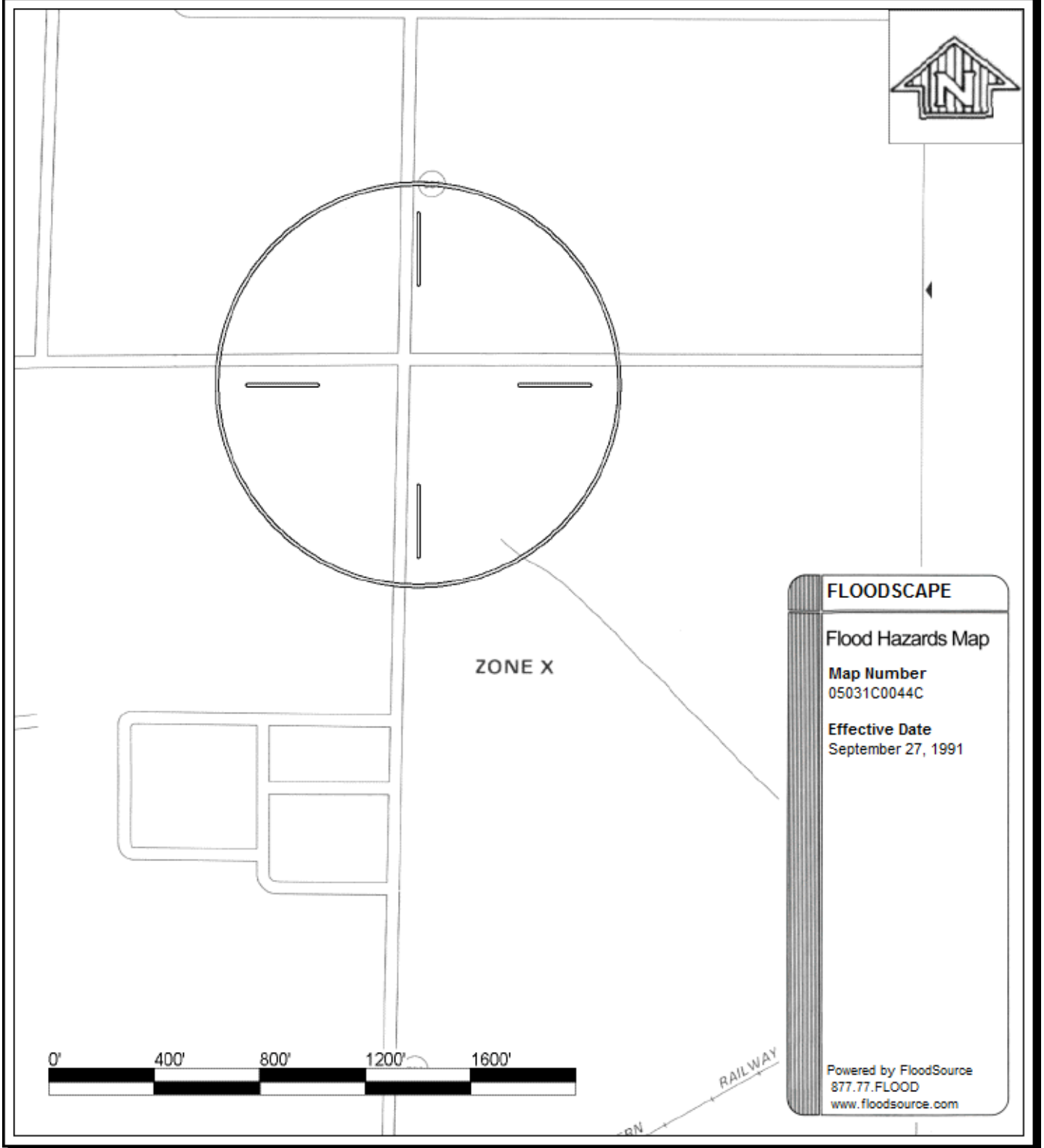


# Flood Map

Client	City of Jonesboro						
Property Address	Tract 2, Hwy 351/Aggie Rd Intersection						
City	Jonesboro	County	Craighead	State	AR	Zip Code	72401
Appraiser	Bob Gibson, CG0247						



**Prepared for:**  
Bob Gibson Appraisal Service  
  
Tract 2, Hwy 351/Aggie Rd Intersection  
Jonesboro, AR 72401



© 1999-2014 SourceProse and/or FloodSource Corporations. All rights reserved. Patents 6,631,326 and 6,678,615. Other patents pending. For Info: info@floodsource.com.

## Craighead County GIS Aerial Map

Client	City of Jonesboro			
Property Address	Tract 2, Hwy 351/Aggie Rd Intersection			
City	Jonesboro	County	Craighead	State AR Zip Code 72401
Appraiser	Bob Gibson, CG0247			



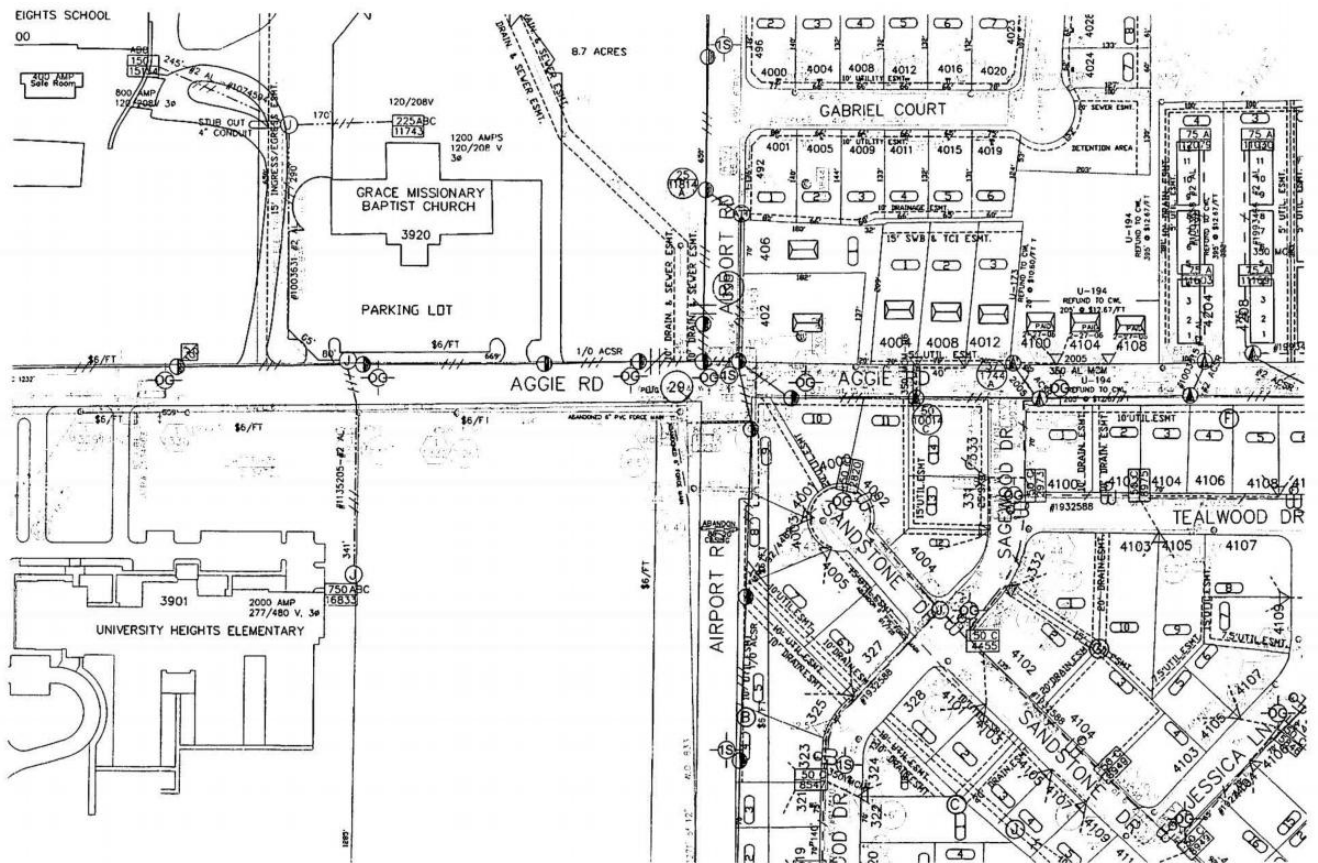
# Zoning Map

Client	City of Jonesboro						
Property Address	Tract 2, Hwy 351/Aggie Rd Intersection						
City	Jonesboro	County	Craighead	State	AR	Zip Code	72401
Appraiser	Bob Gibson, CG0247						



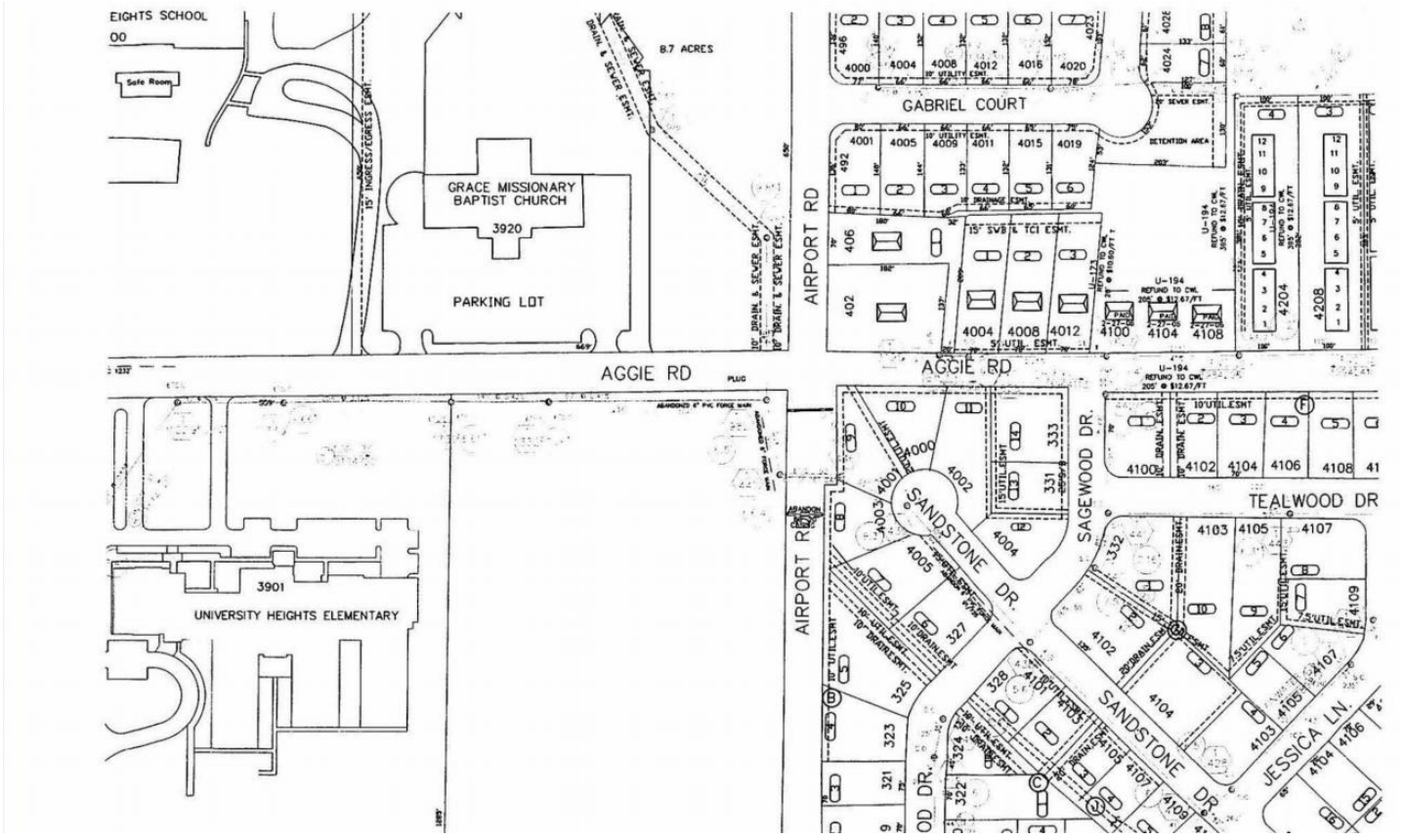
# City Utility Easements - Page 1

Client	City of Jonesboro			
Property Address	Tract 2, Hwy 351/Aggie Rd Intersection			
City	Jonesboro	County	Craighead	State AR Zip Code 72401
Appraiser	Bob Gibson, CG0247			



## City Utility Easements - Page 2

Client	City of Jonesboro			
Property Address	Tract 2, Hwy 351/Aggie Rd Intersection			
City	Jonesboro	County	Craighead	State AR Zip Code 72401
Appraiser	Bob Gibson, CG0247			



## AR County Data Tax Card - Page 1

Client	City of Jonesboro				
Property Address	Tract 2, Hwy 351/Aggie Rd Intersection				
City	Jonesboro	County	Craighead	State	AR
Appraiser	Bob Gibson, CG0247			Zip Code	72401

**Parcel Detail Report:** Craighead County

Created: 12/29/2014 12:48:58 PM

[Print](#) | [Close](#) | [Printing Problems?](#)

### Basic Information

**Parcel Number:** 01-144151-02100  
**County Name:** Craighead County  
**Ownership Information:** JOHNSON LARRY  
 402 AIRPORT RD  
 JONESBORO, AR  
[Map This Address](#)  
**Billing Information:** JOHNSON LARRY  
 C/O SIMMONS FIRST TRUST CO  
 PO BOX 1720  
 JONESBORO AR 72403  
**Total Acres:** 0.63  
**Timber Acres:** 0.00  
**Sec-Twp-Rng:** 15-14-04  
**Lot/Block:** /  
**Subdivision:**  
**Legal Description:** PT S1/2 NW NE .63 AC  
**School District:** NE JB NETTLETON CITY  
**Homestead Parcel?:** No  
**Tax Status:** Taxable  
**Over 65?:** No

### Land Information

Land Divisions:	Land Type	Quantity	Front Width	Rear Width	Depth 1	Depth 2	Quarter
	RESHS	0.49 acres [21,344 sqft]					NW

### Valuation Information

	Appraised	Assessed
<b>Land:</b>	15,000	3,000
<b>Improvements:</b>	48,500	9,700
<b>Total Value:</b>	63,500	12,700
<b>Taxable Value:</b>		12,700
<b>Millage:</b>		0.04805
<b>Estimated Taxes:</b>		\$610.24
<b>Assessment Year:</b>		2014

### Sales History

Date	Price	Grantor	Grantee	Book	Page	Deed Type
9/16/2003	65,000	JOHNSON ESTATE	JOHNSON	654	507	ED(EXECUTORS DEED)
2/12/1996	33,000	JOHNSON	STALLINGS	493	361	WD(WARRANTY DEED)

### Improvement Information

#### Residential Improvements

#### Residential Improvement #1

## AR County Data Tax Card - Page 2

Client	City of Jonesboro			
Property Address	Tract 2, Hwy 351/Aggie Rd Intersection			
City	Jonesboro	County	Craighead	State
Appraiser	Bob Gibson, CG0247			AR Zip Code 72401



<b>Living Area 1st Floor</b>	1,295
<b>Living Area 2nd Floor</b>	0
<b>Living Area Total SF</b>	<b>1,295</b>
<b>Occupancy Type:</b> Single Family	
<b>Grade:</b> D5+10	
<b>Story Height:</b> 1 Story	
<b>Year Built:</b> Year Built Not Available	
<b>Effective Age:</b> 20	
<b>Construction Type:</b> Std Frame	
<b>Roof Type:</b> Asphalt	
<b>Heat / AC:</b> Central	
<b>Fireplace:</b> 0	
<b>Bathrooms:</b> 1 full 0 half	
<b>Foundation Type:</b> Closed Piers	
<b>Floor Type:</b> Wood Subfloor	
<b>Floor Covering:</b> carpet: 1,295 sq ft	

<b>Basement Unfinished</b>	0
<b>Basement Finished w/Partitions</b>	0
<b>Basement Finished w/o Partitions</b>	0
<b>Basement Total SF</b>	<b>0</b>

<b>Additive Items:</b>			
	Additive Item	Quantity	Size Description
	OP	24	OPEN PORCH
<b>Outbuildings / Yard Improvements:</b>			
	FLAT WIRE FENCE	1	
	FUD	575	FRAME UNFIN DETACHED

## Legal Description

Client	City of Jonesboro		
Property Address	Tract 2, Hwy 351/Aggie Rd Intersection		
City	Jonesboro	County	Craighead State AR Zip Code 72401
Appraiser	Bob Gibson, CG0247		

JOB NAME: HWY. 351/AGGIE RD. JOB 100790  
 INTERS. IMPVTS (JONESBORO) (S) TRACT 2

**CONTRACT TO SELL**  
**REAL ESTATE FOR HIGHWAY PURPOSES**

Grantor: PropertyOwnerName  
 Address: StreetStateZip

Grantee: ARKANSAS STATE HIGHWAY COMMISSION

IN CONSIDERATION of the benefits that will inure to the Grantor(s) and the public, the undersigned does hereby give and grant to the Arkansas State Highway Commission, an agency of the State of Arkansas, upon the terms and conditions hereinafter stated, the right to purchase the following described real estate, save and except such minerals therein and thereunder, as oil, gas, distillate, condensate, salt water and its component parts, and all other hydrocarbons which do not interfere with the surface use for highway purposes, situated in the County of Craighead, State of Arkansas, to wit:

LEGAL DESCRIPTION

Part of the Northwest Quarter of the Northeast Quarter of Section 15, Township 14 North, Range 4 East, Craighead County, Arkansas, more particularly described as follows:

Commencing at a Half Inch Rebar found at the Center North Sixteenth Corner of said Section 15; thence North 00°37'28" East along the West line of said Northwest Quarter of the Northeast Quarter of Section 15 a distance of 38.93 feet to a point; thence South 89°22'32" East a distance of 33.68 feet to the East Right of Way line of Highway 351 as established by AHTD Job 10-RW-2 and the POINT OF BEGINNING; thence North 00°30'25" East along said right of way line a distance of 81.27 feet to the East Right of Way line of Highway 351 as established by AHTD Job 100790; thence South 09°48'06" East along said right of way line a distance of 59.91 feet to a point; thence South 61°26'51" East along said right of way line a distance of 36.39 feet to the North Right of Way line of Aggie Road as established by AHTD Job 100790; thence South 89°50'49" East along said right of way line a distance of 137.38 feet to the North Right of Way line of Aggie Road as established by Johnson's Minor Plat as filed in Craighead County, Book C, Page 100; thence South 05°47'52" West along said right of way line a distance of 30.14 feet to the centerline of Aggie Road; thence North 89°41'54" West along said centerline a distance of 147.44 feet to the East Right of Way line of Highway 351 as established by AHTD Job 10-RW-2; thence North 00°30'25" East along said right of way line a distance of 24.47 feet to a point; thence North 89°29'35" West along said right of way line a distance of 30.00 feet to the POINT OF BEGINNING and containing 0.12 acres (5,367 sq. ft.) more or less as shown on AHTD plans referenced as Job 100790.

10/22/14 RNF

- Uncontrolled Access  
 Partially Controlled Access – Access break from Station \_\_\_\_\_ to Station \_\_\_\_\_  
 Fully Controlled Access  
 Fully Controlled Access with a frontage road  
 Maintenance Agreement

9-29-14



**ENVIRONMENTAL ADDENDUM**  
**APPARENT\* HAZARDOUS SUBSTANCES AND/OR DETRIMENTAL ENVIRONMENTAL CONDITIONS**

Client	City of Jonesboro						
Address	Tract 2, Hwy 351/Aggie Rd Intersection						
City	Jonesboro	County	Craighead	State	AR	Zip code	72401
Appraiser	Bob Gibson, CG0247						

**\* Apparent is defined as that which is visible, obvious, evident or manifest to the appraiser.**

This universal Environmental Addendum is for use with any real estate appraisal. Only the statements which have been checked by the appraiser apply to the property being appraised.

This addendum reports the results of the appraiser's routine inspection of and inquiries about the subject property and its surrounding area. It also states what assumptions were made about the existence (or nonexistence) of any hazardous substances and/or detrimental environmental conditions. **The appraiser is not an expert environmental inspector** and therefore might be unaware of existing hazardous substances and/or detrimental environmental conditions which may have a negative effect on the safety and value of the property. It is possible that tests and inspections made by a qualified environmental inspector would reveal the existence of hazardous materials and/or detrimental environmental conditions on or around the property that would negatively affect its safety and value.

**DRINKING WATER**

- Drinking Water is supplied to the subject from a municipal water supply which is considered safe. However the only way to be absolutely certain that the water meets published standards is to have it tested at all discharge points.
- Drinking Water is supplied by a well or other non-municipal source. It is recommended that tests be made to be certain that the property is supplied with adequate pure water.
- Lead can get into drinking water from its source, the pipes, at all discharge points, plumbing fixtures and/or appliances. The only way to be certain that water does not contain an unacceptable lead level is to have it tested at all discharge points.
- The value estimated in this appraisal is based on the assumption that there is an adequate supply of safe, lead-free Drinking Water.

Comments \_\_\_\_\_

**SANITARY WASTE DISPOSAL**

- Sanitary Waste is removed from the property by a municipal sewer system.
- Sanitary Waste is disposed of by a septic system or other sanitary on site waste disposal system. The only way to determine that the disposal system is adequate and in good working condition is to have it inspected by a qualified inspector.
- The value estimated in this appraisal is based on the assumption that the Sanitary Waste is disposed of by a municipal sewer or an adequate properly permitted alternate treatment system in good condition.

Comments \_\_\_\_\_

**SOIL CONTAMINANTS**

- There are no apparent signs of Soil Contaminants on or near the subject property (except as reported in Comments below). It is possible that research, inspection and testing by a qualified environmental inspector would reveal existing and/or potential hazardous substances and/or detrimental environmental conditions on or around the property that would negatively affect its safety and value.
- The value estimated in this appraisal is based on the assumption that the subject property is free of Soil Contaminants.

Comments \_\_\_\_\_

**ASBESTOS**

- N/A All or part of the improvements were constructed before 1979 when Asbestos was a common building material. The only way to be certain that the property is free of friable and non-friable Asbestos is to have it inspected and tested by a qualified asbestos inspector.
- N/A The improvements were constructed after 1979. No apparent friable Asbestos was observed (except as reported in Comments below).
- N/A The value estimated in this appraisal is based on the assumption that there is no uncontained friable Asbestos or other hazardous Asbestos material on the property.

Comments \_\_\_\_\_

**PCBs (POLYCHLORINATED BIPHENYLS)**

- There were no apparent leaking fluorescent light ballasts, capacitors or transformers anywhere on or nearby the property (except as reported in Comments below).
- There was no apparent visible or documented evidence known to the appraiser of soil or groundwater contamination from PCBs anywhere on the property (except as reported in Comments below).
- The value estimated in this appraisal is based on the assumption that there are no uncontained PCBs on or nearby the property.

Comments \_\_\_\_\_

**RADON**

- The appraiser is not aware of any Radon tests made on the subject property within the past 12 months (except as reported in Comments below).
- The appraiser is not aware of any indication that the local water supplies have been found to have elevated levels of Radon or Radium.
- The appraiser is not aware of any nearby properties (except as reported in Comments below) that were or currently are used for uranium, thorium or radium extraction or phosphate processing.
- The value estimated in this appraisal is based on the assumption that the Radon level is at or below EPA recommended levels.

Comments \_\_\_\_\_

**USTs (UNDERGROUND STORAGE TANKS)**

- There is no apparent visible or documented evidence known to the appraiser of any USTs on the property nor any known historical use of the property that would likely have had USTs.
- There are no apparent petroleum storage and/or delivery facilities (including gasoline stations or chemical manufacturing plants) located on adjacent properties (except as reported in Comments below).
- There are apparent signs of USTs existing now or in the past on the subject property. It is recommended that an inspection by a qualified UST inspector be obtained to determine the location of any USTs together with their condition and proper registration if they are active; and if they are inactive, to determine whether they were deactivated in accordance with sound industry practices.
- The value estimated in this appraisal is based on the assumption that any functioning USTs are not leaking and are properly registered and that any abandoned USTs are free from contamination and were properly drained, filled and sealed.

Comments \_\_\_\_\_

**NEARBY HAZARDOUS WASTE SITES**

- There are no apparent Hazardous Waste Sites on the subject property or nearby the subject property (except as reported in Comments below). Hazardous Waste Site search by a trained environmental engineer may determine that there is one or more Hazardous Waste Sites on or in the area of the subject property.
- The value estimated in this appraisal is based on the assumption that there are no Hazardous Waste Sites on or nearby the subject property that negatively affect the value or safety of the property.

Comments \_\_\_\_\_

**UREA FORMALDEHYDE (UFFI) INSULATION**

- N/A All or part of the improvements were constructed before 1982 when UREA foam insulation was a common building material. The only way to be certain that the property is free of UREA formaldehyde is to have it inspected by a qualified UREA formaldehyde inspector.
- N/A The improvements were constructed after 1982. No apparent UREA formaldehyde materials were observed (except as reported in Comments below).
- N/A The value estimated in this appraisal is based on the assumption that there is no significant UFFI insulation or other UREA formaldehyde material on the property.

Comments \_\_\_\_\_

**LEAD PAINT**

- N/A All or part of the improvements were constructed before 1980 when Lead Paint was a common building material. There is no apparent visible or known documented evidence of peeling or flaking Lead Paint on the floors, walls or ceilings (except as reported in Comments below). The only way to be certain that the property is free of surface or subsurface Lead Paint is to have it inspected by a qualified inspector.
- N/A The improvements were constructed after 1980. No apparent Lead Paint was observed (except as reported in Comments below).
- N/A The value estimated in this appraisal is based on the assumption that there is no flaking or peeling Lead Paint on the property.

Comments \_\_\_\_\_

**AIR POLLUTION**

- There are no apparent signs of Air Pollution at the time of the inspection nor were any reported (except as reported in Comments below). The only way to be certain that the air is free of pollution is to have it tested.
- The value estimated in this appraisal is based on the assumption that the property is free of Air Pollution.

Comments \_\_\_\_\_

**WETLANDS/FLOOD PLAINS**

- The site does not contain any apparent Wetlands/Flood Plains (except as reported in Comments below). The only way to be certain that the site is free of Wetlands/Flood Plains is to have it inspected by a qualified environmental professional.
- The value estimated in this appraisal is based on the assumption that there are no Wetlands/Flood Plains on the property (except as reported in Comments below).

Comments Subject does not appear to be located in a Flood Hazard Area.

**MISCELLANEOUS ENVIRONMENTAL HAZARDS**

- There are no other apparent miscellaneous hazardous substances and/or detrimental environmental conditions on or in the area of the site except as indicated below:
  - Excess Noise \_\_\_\_\_
  - Radiation + Electromagnetic Radiation \_\_\_\_\_
  - Light Pollution \_\_\_\_\_
  - Waste Heat \_\_\_\_\_
  - Acid Mine Drainage \_\_\_\_\_
  - Agricultural Pollution \_\_\_\_\_
  - Geological Hazards \_\_\_\_\_
  - Nearby Hazardous Property \_\_\_\_\_
  - Infectious Medical Wastes \_\_\_\_\_
  - Pesticides \_\_\_\_\_
  - Others (Chemical Storage + Storage Drums, Pipelines, etc.) \_\_\_\_\_
- The value estimated in this appraisal is based on the assumption that there are no Miscellaneous environmental Hazards (except those reported above) that would negatively affect the value of the property.

When any of the environmental assumptions made in this addendum are not correct, the estimated value in this appraisal may not be valid.

# MULTI-PURPOSE SUPPLEMENTAL ADDENDUM FOR FEDERALLY RELATED TRANSACTIONS

Bob Gibson Appraisal Service

Client	City of Jonesboro		
Property Address	Tract 2, Hwy 351/Aggie Rd Intersection		
City	Jonesboro	County	Craighead
Appraiser	Bob Gibson, CG0247	State	AR
		Zip Code	72401

This Multi-Purpose Supplemental Addendum for Federally Related Transactions was designed to provide the appraiser with a convenient way to comply with the current appraisal standards and requirements of the Federal Deposit Insurance Corporation (FDIC), the Office of the Comptroller of Currency (OCC), The Office of Thrift Supervision (OTS), the Resolution Trust Corporation (RTC), and the Federal Reserve.

**This Multi-Purpose Supplemental Addendum is for use with any appraisal. Only those statements which have been checked by the appraiser apply to the property being appraised.**

**PURPOSE & FUNCTION OF APPRAISAL**

The purpose of the appraisal is to estimate the market value of the subject property as defined herein. The function of the appraisal is to assist the above-named Lender in evaluating the subject property for lending purposes. This is a federally related transaction.

**EXTENT OF APPRAISAL PROCESS**

- The appraisal is based on the information gathered by the appraiser from public records, other identified sources, inspection of the subject property and neighborhood, and selection of comparable sales within the subject market area. The original source of the comparables is shown in the Data Source section of the market grid along with the source of confirmation, if available. The original source is presented first. The sources and data are considered reliable. When conflicting information was provided, the source deemed most reliable has been used. Data believed to be unreliable was not included in the report nor used as a basis for the value conclusion.
- The Reproduction Cost is based on \_\_\_\_\_ supplemented by the appraiser's knowledge of the local market.
- Physical depreciation is based on the estimated effective age of the subject property. Functional and/or external depreciation, if present, is specifically addressed in the appraisal report or other addenda. In estimating the site value, the appraiser has relied on personal knowledge of the local market. This knowledge is based on prior and/or current analysis of site sales and/or abstraction of site values from sales of improved properties.
- The subject property is located in an area of primarily owner-occupied single family residences and the Income Approach is not considered to be meaningful. For this reason, the Income Approach was not used.
- The Estimated Market Rent and Gross Rent Multiplier utilized in the Income Approach are based on the appraiser's knowledge of the subject market area. The rental knowledge is based on prior and/or current rental rate surveys of residential properties. The Gross Rent Multiplier is based on prior and/or current analysis of prices and market rates for residential properties.
- For income producing properties, actual rents, vacancies and expenses have been reported and analyzed. They have been used to project future rents, vacancies and expenses.

**SUBJECT PROPERTY OFFERING INFORMATION**

- According to MLS \_\_\_\_\_ the subject property:
- has not been offered for sale in the past:  30 days  1 year  3 years.
  - is currently offered for sale for \$ \_\_\_\_\_.
  - was offered for sale within the past:  30 days  1 year  3 years for \$ \_\_\_\_\_.
  - Offering information was considered in the final reconciliation of value.
  - Offering information was not considered in the final reconciliation of value.
  - Offering information was not available. The reasons for unavailability and the steps taken by the appraiser are explained later in this addendum.

**SALES HISTORY OF SUBJECT PROPERTY**

- According to Craighead County Tax Records \_\_\_\_\_ the subject property:
- Has not transferred  in the past twelve months.  in the past thirty-six months.  in the past 5 years.
  - Has transferred  in the past twelve months.  in the past thirty-six months.  in the past 5 years.
  - All prior sales which have occurred in the past \_\_\_\_\_ are listed below and reconciled to the appraised value, either in the body of the report or in the addenda.

Date	Sales Price	Document #	Seller	Buyer

**FEMA FLOOD HAZARD DATA**

- Subject property is not located in a FEMA Special Flood Hazard Area.
- Subject property is located in a FEMA Special Flood Hazard Area.

Zone	FEMA Map/Panel #	Map Date	Name of Community
X	05031C0044C	09/27/1991	Jonesboro

- The community does not participate in the National Flood Insurance Program.
- The community does participate in the National Flood Insurance Program.
- It is covered by a regular program.
- It is covered by an emergency program.

**CURRENT SALES CONTRACT**

- The subject property is currently not under contract.
- The contract and/or escrow instructions were not available for review. The unavailability of the contract is explained later in the addenda section.
- The contract and/or escrow instructions were reviewed. The following summarizes the contract:

Contract Date	Amendment Date	Contract Price	Seller

- The contract indicated that personal property was not included in the sale.
- The contract indicated that personal property was included. It consisted of \_\_\_\_\_ Estimated contributory value is \$ \_\_\_\_\_.
- Personal property was not included in the final value estimate.
- Personal property was included in the final value estimate.
- The contract indicated no financing concessions or other incentives.
- The contract indicated the following concessions or incentives: \_\_\_\_\_
- If concessions or incentives exist, the comparables were checked for similar concessions and appropriate adjustments were made, if applicable, so that the final value conclusion is in compliance with the Market Value defined herein.

**MARKET OVERVIEW** Include an explanation of current market conditions and trends.

4-6 months is considered a reasonable marketing period for the subject property based on MLS data, appraiser's knowledge of the local market and discussions with brokers and agents.

**ADDITIONAL CERTIFICATION**

The Appraiser certifies and agrees that:


- (1) The analyses, opinions and conclusions were developed, and this report was prepared, in conformity with the Uniform Standards of Professional Appraisal Practice ("USPAP"), except that the Departure Provision of the USPAP does not apply.
- (2) Their compensation is not contingent upon the reporting of predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
- (3) This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

**ADDITIONAL (ENVIRONMENTAL) LIMITING CONDITIONS**

The value estimated is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions unless otherwise stated in this report. The appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. The appraiser's routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions which would affect the property negatively unless otherwise stated in this report. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous substances or detrimental environmental conditions on or around the property that would negatively affect its value.

**ADDITIONAL COMMENTS**

**APPRAISER'S SIGNATURE & LICENSE/CERTIFICATION**

Appraiser's Signature  Effective Date December 22, 2014 Date Prepared December 30, 2014  
 Appraiser's Name (print) Bob Gibson, CG0247 No. CG0247 Phone # 870-932-5206  
 State AR  License  Certification # CG0247 Tax ID # 71-0792672



**CO-SIGNING APPRAISER'S CERTIFICATION**

- The co-signing appraiser has personally inspected the subject property, both inside and out, and has made an exterior inspection of all comparable sales listed in the report. The report was prepared by the appraiser under direct supervision of the co-signing appraiser. The co-signing appraiser accepts responsibility for the contents of the report including the value conclusions and the limiting conditions, and confirms that the certifications apply fully to the co-signing appraiser.
- The co-signing appraiser has not personally inspected the interior of the subject property and:
  - has not inspected the exterior of the subject property and all comparable sales listed in the report.
  - has inspected the exterior of the subject property and all comparable sales listed in the report.
- The report was prepared by the appraiser under direct supervision of the co-signing appraiser. The co-signing appraiser accepts responsibility for the contents of the report, including the value conclusions and the limiting conditions, and confirms that the certifications apply fully to the co-signing appraiser with the exception of the certification regarding physical inspections. The above describes the level of inspection performed by the co-signing appraiser.
- The co-signing appraiser's level of inspection, involvement in the appraisal process and certification are covered elsewhere in the addenda section of this appraisal.

**CO-SIGNING APPRAISER'S SIGNATURE & LICENSE/CERTIFICATION**

Co-Signing Appraiser's Signature \_\_\_\_\_ Effective Date \_\_\_\_\_ Date Prepared \_\_\_\_\_  
 Co-Signing Appraiser's Name (print) \_\_\_\_\_ Phone # \_\_\_\_\_  
 State \_\_\_\_\_  License  Certification # \_\_\_\_\_ Tax ID # \_\_\_\_\_

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

## **STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION**

**CONTINGENT AND LIMITING CONDITIONS:** The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.


**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

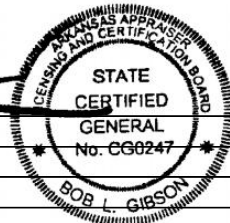
1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

**SUPERVISORY APPRAISER'S CERTIFICATION:** If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

**ADDRESS OF PROPERTY APPRAISED:** Tract 2, Hwy 351/Aggie Rd Intersection, Jonesboro, AR 72401

**APPRAISER:**

Signature:   
 Name: Bob Gibson, CG0247  
 Date Signed: December 30, 2014  
 State Certification #: CG0247  
 or State License #: \_\_\_\_\_  
 State: AR  
 Expiration Date of Certification or License: 06/30/2015



**SUPERVISORY APPRAISER (only if required):**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Date Signed: \_\_\_\_\_  
 State Certification #: \_\_\_\_\_  
 or State License #: \_\_\_\_\_  
 State: \_\_\_\_\_  
 Expiration Date of Certification or License: \_\_\_\_\_

Did  Did Not Inspect Property

Client	City of Jonesboro	File No.
Property Address	Tract 2, Hwy 351/Aggie Rd Intersection	
City	Jonesboro	County Craighead State AR Zip Code 72401
Appraiser	Bob Gibson, CG0247	

### APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

**Appraisal Report** (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)

**Restricted Appraisal Report** (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

### Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

**Reasonable Exposure Time** (USPAP defines Exposure Time as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)

**My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is:** 4-6 months

### Comments on Appraisal and Report Identification

Note any USPAP-related issues requiring disclosure and any state mandated requirements:

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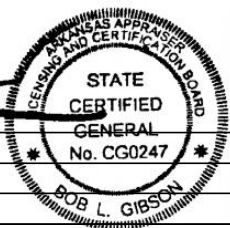
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**APPRAISER:**

Signature: 

Name: Bob Gibson, CG0247



State Certification #: CG0247  
or State License #: \_\_\_\_\_  
State: AR Expiration Date of Certification or License: 06/30/2015  
Date of Signature and Report: December 30, 2014  
Effective Date of Appraisal: December 22, 2014  
Inspection of Subject:  None  Interior and Exterior  Exterior-Only  
Date of Inspection (if applicable): December 22, 2014

**SUPERVISORY or CO-APPRAISER (if applicable):**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
State Certification #: \_\_\_\_\_  
or State License #: \_\_\_\_\_  
State: \_\_\_\_\_ Expiration Date of Certification or License: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_  
Inspection of Subject:  None  Interior and Exterior  Exterior-Only  
Date of Inspection (if applicable): \_\_\_\_\_

## **PRIVACY NOTICE**

**Pursuant to the Gramm-Leach-Bliley Act of 1999, effective July 1, 2001, Appraisers, along with all providers of personal financial services are now required by federal law to inform their clients of the policies of the firm with regard to the privacy of client nonpublic personal information. As professionals, we understand that your privacy is very important to you and are pleased to provide you with this information.**

### **Types of Nonpublic Personal Information We Collect**

In the course of performing appraisals, we may collect what is known as "nonpublic personal information" about you. This information is used to facilitate the services that we provide to you and may include the information provided to us by you directly or received by us from others with your authorization.

### **Parties to Whom We Disclose Information**

We do not disclose any nonpublic personal information obtained in the course of our engagement with our clients to nonaffiliated third parties, except as necessary or as required by law. By way of example, a necessary disclosure would be to our employees, and in certain situations, to unrelated third party consultants who need to know that information to assist us in providing appraisal services to you. All of our employees and any third party consultants we employ are informed that any information they see as part of an appraisal assignment is to be maintained in strict confidence within the firm.

A disclosure required by law would be a disclosure by us that is ordered by a court of competent jurisdiction with regard to a legal action to which you are a party.

### **Confidentiality and Security**

We will retain records relating to professional services that we have provided to you for a reasonable time so that we are better able to assist you with your needs. In order to protect your nonpublic personal information from unauthorized access by third parties, we maintain physical, electronic and procedural safeguards that comply with our professional standards to insure the security and integrity of your information.

Please feel free to call us an any time if you have any questions about the confidentiality of the information that you provide to us.



**QUALIFICATIONS OF  
BOB L. GIBSON**

**POSITION:** Real Estate Appraiser/Consultant, 420 W. Jefferson, Jonesboro, AR, 72401 Telephone: (870) 932-5206

**PROFESSIONAL EXPERIENCE:**

Chief Appraiser for Home Federal Savings. 1965 to 1975, Fee Appraiser for area financial and real estate concerns, 1965 to 1980

President of H.S.C. Service Corporation. Developed three (3) Subdivisions, constructed single-family homes, one hotel, and numerous condominium from 1975 to 1990

**EDUCATION:** B.S. Degree in Business Administration and Minor in Economics from Arkansas State University in 1965  
Graduate of School of Savings & Loans at University of Indiana, Bloomington, Indiana, 1979 to 1982  
U.S. League of Savings Associations Appraised Study Course, 1965  
Principles of Real Estate Appraising-1968 Audit, Arkansas State University  
National Association of Independent Fee Appraisers, Principles of Residential Real Estate, 1990  
NAIF Income Property Appraising, 1990  
Marshall and Swifts Valuation Guides Seminar - Residential and Commercial Cost Approach, 1990  
The Appraisal Institute - Real Estate Appraisal Methods, 1991  
Uniform Standards of Professional Appraisal Practice, 1991  
Techniques of Income Property Appraising 1991  
Uniform Residential Appraisal Report Seminar, IFA, Jonesboro, AR 1993  
FIRREA: Overview and Practical Application Seminar, IFA, Jonesboro, AR 1994  
American Disabilities Act Seminar, I.F.A., Jonesboro, AR 1993  
HUD Guidelines - Lender Selection of the Appraiser, I.F.A., Little Rock, AR 1994 - Member of Lender Appraiser Selection Roster, HUD, Little Rock, AR  
Appraiser Accountability & Legal Liabilities Seminar, Arkansas Appraisal Foundation, Little Rock, AR 1995  
Standards of Professional Practice, I.F.A., Jonesboro, AR 1996  
HUD/FHA Appraiser Training, HUD/FHA, Hot Springs, AR 1996  
Legal Journal, West Memphis, AR 1998  
Principles of Condemnation, San Antonio, TX 1999  
Arkansas Appraisal Board Annual Meeting, Little Rock, AR 2000  
USPAP, Kelton Schools, Jonesboro, AR, 2000  
USPAP Update, RCI, Jonesboro, AR 2003  
USPAP, Lincoln Graduate Center, San Antonio TX 2004  
Fannie Mae Underwriting, NEA Mortgage Bankers, Jonesboro AR 2004  
Day With the Board, Little Rock AR 2004  
Day With the Board, Little Rock AR 2005  
Day With the Board, Little Rock AR 2006  
USPAP Update, RCI, Jonesboro, AR 2006  
Effective Communications in Appraisal Practice, RCI, Jonesboro, AR 2006  
Day With the Board, Little Rock AR 2007  
USPAP Update, RCI, Jonesboro, AR 2008  
Mortgage Fraud, RCI, Jonesboro AR 2008  
Day With the Board, Little Rock AR 2008  
USPAP, RCI, Russellville AR 2009  
Basic Income Capitalization, RCI, Russellville AR 2009  
Report Writing, RCI, Russellville, AR 2009  
USPAP Update, RCI, Jonesboro AR 2010  
USPAP Update, RCI, Jonesboro AR 2012  
Effective Communications in Appraisal Practice, RCI, Jonesboro AR 2012  
Appraising FHA Today, McKissock.com 2012  
Construction Details and Trends, McKissock.com 2012  
National USPAP (2014-15) 7 hour update, RCI, Jonesboro, AR 2014  
Valuation of Green Buildings, Background & Competency, RCI, Jonesboro, AR 2014

**PROFESSIONAL MEMBERSHIP:**

Charter Member of National Society of Environmental Consultants  
Master Senior Appraisers (MSA), National Association of Master Appraisers

**CERTIFICATION AND DESIGNATION:**

State Certified Residential Appraiser #CG0247, December 28, 1991  
State Certified General Appraiser #CG0247, January 6, 1992

**PARTIAL LIST OF CLIENTS:**

Belz-Burrow, Regions Bank, Simmons Bank, Caldwell Construction Co., First Financial Mortgage, Fowler Foods, Liberty Bank, Bank of America, iBERIABANK~~/sb~~, BancorpSouth, First Security Bank, Focus Bank, City of Jonesboro, First National Bank, Unico Bank, Integrity First Bank



## Legislation Details (With Text)

<b>File #:</b>	RES-15:076	<b>Version:</b>	1	<b>Name:</b>	Release of lien on Lot 4 of Beacons and Bridges First Addition
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	Recommended to Council
<b>File created:</b>	4/28/2015	<b>In control:</b>		<b>In control:</b>	Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	RESOLUTION AUTHORIZING CITY OF JONESBORO MAYOR TO RELEASE THE LIEN ON PROPERTY AS DESCRIBED: LOT 4 of Beacons and Bridges First Addition to the City of Jonesboro, Craighead County, Arkansas, Replat of Lots 6, 7, and 8 of Watkins Subdivision of a part of the Southeast Quarter of the Southwest Quarter of Section 8, Township 14 North, Range 4 East, as shown by Plat recorded in Plat Cabinet "C" page 193 and subject to easements and rights of way of record.				
<b>Sponsors:</b>	Grants				
<b>Indexes:</b>	Property liens				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Commitment (AR).pdf</a> <a href="mailto:JBcopier@lenderstitle.com">JBcopier@lenderstitle.com</a> <a href="#">20150422_132008.pdf</a>				

Date	Ver.	Action By	Action	Result
5/12/2015	1	Finance & Administration Council Committee		

RESOLUTION AUTHORIZING CITY OF JONESBORO MAYOR TO RELEASE THE LIEN ON PROPERTY AS DESCRIBED: LOT 4 of Beacons and Bridges First Addition to the City of Jonesboro, Craighead County, Arkansas, Replat of Lots 6, 7, and 8 of Watkins Subdivision of a part of the Southeast Quarter of the Southwest Quarter of Section 8, Township 14 North, Range 4 East, as shown by Plat recorded in Plat Cabinet "C" page 193 and subject to easements and rights of way of record.

WHEREAS, the City of Jonesboro placed a lien on said property August 6, 2007 to enforce requirements set forth by HUD federal guidelines for property acquisition; and

WHEREAS, said property was purchased for Beacons and Bridges utilizing CDBG funds; and

WHEREAS, said property was to be utilized by Beacons and Bridges to construct new homes and sold to low income residents; and

WHEREAS, a single family home was constructed and now has been sold according to HUD requirements.

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

Section 1: The Mayor of Jonesboro, Arkansas is now authorized to release the lien on said property described here; and

Section 2: The Mayor and City Clerk of Jonesboro, Arkansas are authorized to execute any and all documents necessary to effectuate the release of said lien.

**Lenders Title Company**

Authorized Agent  
for  
**Old Republic National Title Insurance Company**

**COMMITMENT FOR TITLE INSURANCE**

Please read the exceptions and the terms shown or referred to herein carefully. The exceptions are meant to provide you with notice of matters that are not covered under the terms of the title insurance policy and should be carefully considered.

This report is a written representation as to the condition of title for purposes of providing title insurance and lists all liens, defects, and encumbrances filed of record within the last thirty (30) years that have not been released of record or that are not statutorily expired.

No title insurance agent or any other person other than a licensed Arkansas attorney may provide legal advice concerning the status of title to the property described in the title commitment.

**SCHEDULE A**

Date Issued: **April 20, 2015, 11:00 am**  
Commitment No: **15-068391-300**  
Effective Date: **March 23, 2015, 07:30 am**

Prepared For: **Arkansas Development Finance Authority**

- |   | POLICY AMOUNT      |
|---|--------------------|
| 1. The policy or policies to be issued are:   |                    |
| (a) ALTA Owner's Policy - 06-17-06<br>Proposed Insured: <b>Barbara Moody</b>  | <b>\$74,900.00</b> |
| (b) ALTA Loan Policy - 06-17-06<br>Proposed Insured: <b>Arkansas Development Finance Authority, its respective successors and assigns as their interests may appear</b> | <b>\$74,900.00</b> |
| Proposed Borrower: <b>Barbara Moody</b>   |                    |
| 2. The Estate or interest in the land described or referred to in this Commitment and covered herein is a <b>Fee Simple</b> .   |                    |
| 3. Title to said estate or interest in said land is at the effective date hereof of record in:<br><b>Arkansas Development Finance Authority</b>                         |                    |

**Old Republic National Title Insurance  
Company**

**This commitment is invalid unless the  
Insuring provisions and Schedules A  
& B are attached.**

Countersigned  
**Lenders Title Company**  
2207 Fowler Avenue  
Jonesboro, AR 72401  
870-935-7410  
Arkansas Title Agency License No. 100111646

*Toni Moskop*

By: Toni Machelles Moskop  
Title Agent License No.: 9895421

4. The land referred to in this Commitment is located in the County of Craighead, State of Arkansas and described as follows:

**Lot 4 of Beacons and Bridges First Addition to the City of Jonesboro, Craighead County, Arkansas, Replat of Lots 6, 7, and 8 of Watkins Subdivision of a part of the Southeast Quarter of the Southwest Quarter of Section 8, Township 14 North, Range 4 East, as shown by Plat recorded in Plat Cabinet "C" page 193 and subject to easements and rights of way of record.**

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE B - SECTION I

Commitment No: **15-068391-300**

Effective Date: **March 23, 2015**

I. The following are the requirements to be complied with:

1. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
2. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest or mortgage to be insured.
3. **Furnish executed Owner's Disclosure & Agreement.**
4. **Payment of the General Taxes for the year 2014. (Parcel Number 1-144083-14301)**
5. **Satisfaction and Release of a Mortgage executed by Beacons and Bridges, Inc. in favor of The City of Jonesboro, Department of Community Development, dated March 27, 2007 in the original amount of \$25,290.00 and recorded on April 6, 2007 in Mortgage Record 1273 Page 584 in the records of Jonesboro, Craighead County, Arkansas.**
6. **Payment and release of record of judgment lien against Beacons & Bridges Inc. in favor of the Department of Workforce Services, dated March 24, 2011, in the original amount of \$13,157.84, plus all costs, fees, penalties and interest and recorded on March 30, 2011 in Document Number JB2011J-000602 in the records of Jonesboro, Craighead County, Arkansas.**
7. **Payment and release of record of judgment lien against Beacons & Bridges Inc. in favor of the Department of Workforce Services, dated April 13, 2012, in the original amount of \$4,772.15, plus all costs, fees, penalties and interest and recorded on July 5, 2012 in Document Number JB2012J-002482 in the records of Jonesboro, Craighead County, Arkansas.**
8. **Warranty Deed from the Arkansas Development Finance Authority vesting fee simple title in Barbara Moody.**
9. **Mortgage (deed of trust) from Barbara Moody (and spouse, if married) to Arkansas Development Finance Authority.**

NOTE: The instruments required by this commitment must be executed by the properly identified and authorized parties to this transaction. Any variance requires underwriting approval by the Company prior to closing.

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE B - SECTION II

Commitment No: **15-068391-300**

Effective Date: **March 23, 2015**

- II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.
1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
  2. Standard Exception:
    - (a) Rights or claims of parties in possession not shown by the public records.
    - (b) Easements or claims of easements, not shown by the public records.
    - (c) Encroachments, overlaps, boundary line disputes and any matters which would be disclosed by an accurate survey and inspection of the premises.
    - (d) Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
  3. Special Exceptions:
    - (a) **Building setback lines and easements, as shown on plat of record in Plat Cabinet "C" Page 193 in the records of Jonesboro, Craighead County, Arkansas.**
    - (b) **Terms, provisions, options, rights of first refusal, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Dedication Deed recorded in Deed Record 161 Page 601 in the records of Jonesboro, Craighead County, Arkansas, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.**
    - (c) **Taxes and assessments for the year 2015 and thereafter, plus any penalties and interest which may accrue.**
    - (d) **Loss arising from any security interests evidenced by financing statements filed of record with the Circuit Clerk of Craighead County, Arkansas or the Secretary of State of Arkansas as of the effective date hereof under the Uniform Commercial Code.**
    - (e) **Loss arising from any judgment liens or other liens of record in any United States District Court or Bankruptcy Court in the State of Arkansas as of the Effective Date hereof that are not reflected in the real property records of the county in which the property is located.**
    - (f) **Loss arising from any Oil, Gas or Mineral interests, conveyed, retained, assigned or any activity or damage to the insured land caused by the exercise of sub-surface rights or ownership, including but not limited to the right of ingress and egress for said sub-surface purposes.**

Please Return To:

Lenders Title Company  
2207 Fowler Avenue  
Jonesboro AR, 72401  
Phone: 870-935-7410  
Fax: 870-935-6548

File Number: 15-068391-300

Approved as to form by:  
J. Mark Spradley, Attorney-at-Law  
Transactional data completed by Lenders Title  
Company

FOR RECORDER'S USE ONLY

**PARTIAL RELEASE DEED**  
(CORPORATION)

**KNOW ALL MEN BY THESE PRESENTS:**

That The City of Jonesboro, Department of Community Development, a corporation organized under the laws of the State of Arkansas and doing business under and by virtue of the laws of the State of Arkansas, in consideration of the partial payment of the indebtedness mentioned in that certain mortgage dated March 27, 2007, and recorded April 6, 2007, in Book 1273 at Page 584 in the Recorder's office in and for Craighead County, Arkansas, said indebtedness originally having been owed by Beacons and Bridges, Inc. to The City of Jonesboro, Department of Community Development and secured by a lien on the following property located in Craighead County, Arkansas:

**Lot 4 of Beacons and Bridges First Addition to the City of Jonesboro, Craighead County, Arkansas, Replat of Lots 6, 7, and 8 of Watkins Subdivision of a part of the Southeast Quarter of the Southwest Quarter of Section 8, Township 14 North, Range 4 East, as shown by Plat recorded in Plat Cabinet "C" page 193 and subject to easements and rights of way of record.**

**THIS INSTRUMENT IS GIVEN TO RELEASE ONLY THAT PROPERTY SPECIFICALLY DESCRIBED ABOVE AND DOES NOT RELEASE ANY OTHER PROPERTY DESCRIBED IN THE MORTGAGE OR OTHERWISE.**

Said lien on the above described property is hereby released and discharged in full this \_\_\_\_\_ day of April, 2015.



IN TESTIMONY WHEREOF, said The City of Jonesboro, Department of Community Development by its Mayor and City Clerk, who are duly authorized by its By-Laws and by proper resolution of the Board of Directors, have hereunto signed its Corporate name and affixed its Corporate seal on this \_\_\_\_\_ day of April, 2015.

**The City of Jonesboro, Department of  
Community Development**

\_\_\_\_\_  
By: Harold Perrin, Mayor

\_\_\_\_\_  
Attest: Donna Jackson, City Clerk

**ACKNOWLEDGMENT**

STATE OF ARKANSAS )  
 )  
COUNTY OF CRAIGHEAD ) SS.

On this \_\_\_\_\_ day of April, 2015, came before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, Harold Perrin and Donna Jackson to me personally well known (or satisfactorily proven to be), who stated that they were the Mayor and City Clerk of The City of Jonesboro, Department of Community Development, a corporation, and are duly authorized in their capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of April, 2015.

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

My commission Expires:

\_\_\_\_\_



## Legislation Details (With Text)

<b>File #:</b>	RES-15:083	<b>Version:</b>	1	<b>Name:</b>	Agreement with Abilities Unlimited for recycling services
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	Recommended to Council
<b>File created:</b>	5/7/2015	<b>In control:</b>		<b>In control:</b>	Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ABILITIES UNLIMITED OF JONESBORO, INC. TO PERFORM RECYCLING SERVICES FOR THE RESIDENTS OF THE CITY				
<b>Sponsors:</b>	Finance				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Abilities Unlimited Recycling Contract</a> <a href="#">Bid 2015-15 Blue Bag Recycle pickup specs</a>				

Date	Ver.	Action By	Action	Result
5/12/2015	1	Finance & Administration Council Committee		

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ABILITIES UNLIMITED OF JONESBORO, INC. TO PERFORM RECYCLING SERVICES FOR THE RESIDENTS OF THE CITY WHEREAS, the City of Jonesboro, Arkansas and Abilities Unlimited of Jonesboro, Inc. desire to enter into an agreement regarding private residence recycling services in the City of Jonesboro; and

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

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

1. The City of Jonesboro approves the Agreement with Abilities Unlimited of Jonesboro, Inc. to perform recycling services for private residences in the City of Jonesboro. That the term of the Agreement shall be for a period of three years and the payment to Abilities Unlimited of Jonesboro, Inc. shall be in the set amount of \$4,900.00 per month. All other details of the agreement, including the scope of services to be provided, are set out in the attachment.

2. The Mayor, Harold Perrin and City Clerk, Donna Jackson are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.

## AGREEMENT FOR JONESBORO RECYCLING SERVICES

**TERMS AND CONDITIONS:** In consideration of the fees to be paid herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the City of Jonesboro (“City”), a Municipal Corporation, does hereby contract and agree with Abilities Unlimited of Jonesboro, Inc. (“Contractor”) to perform the work referred to in the bid specifications attached and known as the Recycling Project, both parties hereto do agree to bound by the covenants and provisions set forth herein, and do contract:

1. **CONTRACT** – This contract shall become effective upon acceptance by the City Council. The Mayor shall notify the Contractor of acceptance by the City and, upon receipt of required insurance certificates and any other such documentation as may be required of the Contractor, shall issue to the Contractor a written NOTICE TO PROCEED and an executed copy of the City’s contract. Work shall not commence until the NOTICE TO PROCEED is issued.
2. **CONTRACT PERIOD** – This contract shall commence on or about May 1, 2015 and continue for three (3) years expiring June 30, 2018.
3. **RENEWAL OF CONTRACT** – By agreement of the parties hereto, this contract may be renewed in two (2) year increments upon such terms and provisions as may be agreed upon by the parties. Not less than thirty (30) days prior to the end of a contract period, either party may serve the other with written notice of any proposed amendments to the contract. In the absence of such notice, the contract shall be automatically renewed for a two (2) year period under the terms and conditions in force and effect at the renewal date.
4. **POST CONTRACT PERFORMANCE** – Should this contract not be renewed at the end of any contract period, Contractor agrees to continue performance of the terms and provisions of the contract last in effect on a month to month basis for a period not to exceed six (6) months unless otherwise specified by the City.
5. **INTENT AND SCOPE** – Contractor shall provide blue bag recycling collection service as defined by the following specifications to the residential areas within the City of Jonesboro and sorting and sale of recycled items. Services are not intended to be provided to commercial establishments, or industrial facilities. Multifamily dwelling have designated pickup points.
6. **SERVICE DESCRIBED** – The recycle pickup service is intended to be provided to all eligible residents by means of a curbside blue bag pickup. Recycling shall be provided to residents on a once per week basis (sanitation pickup day) as set by the City of Jonesboro. At times, a citizen may make a special request and the Contractor will take this into consideration when/where possible. The Contractor shall not commence work prior to 7 a.m. on any pickup day. The Contractor shall perform services

described herein in its entirety on the scheduled day of pickup. Should a holiday or inclement weather fall on a day of scheduled pickup, pickup shall be the next following business day, or as directed by the Sanitation Department in order to coincide with trash pickup.

7. WORK TO BE PERFORMED – On a weekly basis, the Contractor shall pickup, transport and “sort/sell” at the Contractor’s facility. The blue bags will be provided by either the City of Jonesboro or the Legacy Landfill and will be tied and dropped at the residence where the recycled blue bag is picked up (replacement bag). In addition, the Contractor shall run the recycling program on the Sanitation pickup schedule week. Contractor must recycle all recyclables.

Items collected which are not recyclables, must be disposed of at the Legacy Landfill at Contractor’s expense if applicable. Items to be picked up for recycling are:

- a. Newspapers, magazines, catalogs, telephone books
- b. Cereal boxes, office paper, junk mail, cardboard boxes, brown paper bags
- c. Clear, brown and green glass
- d. Aluminum and tin cans
- e. Plastics
- f. Aseptic Packaging and gable top containers

The above mentioned tasks will be provided to residential properties only under this contract and said service shall be provided at no charge to the residents.

The City will provide a minimum amount of advertising along with publishing information on general recycling program rules, but makes no guarantee as to quantities to be collected.

Service under this contract is not intended for commercial, industrial and manufacturing enterprises, however this does not restrict Contractor from performing services for those entities separately and not subject to this contract.

The following items SHALL NOT be picked up under this contract:

- a. Household hazardous waste
- b. Commercial or industrial waste
- c. Pathogenic waste; medicines; poisons; etc.
- d. Construction waste; rocks; sand; concrete or rubble from building construction or major remodeling in large enough quantities to warrant a special removal arrangement. This would mean that a couple of boards, an old window, a door, etc. would be picked up.

8. QUANTITIES – The quantities of material to be picked up along the residential streets will vary considerably with the time of year. The City makes no guarantees or representations as to the actual quantities of recyclables which shall

be removed, sorted and sold under this agreement. The Contractor is obligated to pickup and recycle ALL eligible materials during the contract term at the contract price.

9. CHANGES IN SPECIFICATIONS – The City reserves the right to amend, alter or modify the contract specifications at any time during the life of the contract or any renewal upon thirty (30) days written notice to the Contractor. Any adjustments in compensation shall be agreed upon by both parties. In the event that the parties cannot agree as to the adjustment of compensation, the matter shall be referred to binding arbitration in accordance with the rules of the American Arbitration Association. No changes may be made to any of the bid specifications or other terms or provisions of this contract without the express prior written authorizations of the City.

10. COMPENSATION – In consideration for the performance of the work set forth in the bid specifications, the Contractor shall receive compensation in the amount of \$4,900.00 per month. Payment to the Contractor will be made by the City on a monthly basis within thirty (30) days following the completion of a thirty (30) day work period. The City reserves the right to refuse payment for work not performed or not performed according to the terms and provisions of this contract.

11. CONTACT PERSONS – The City Sanitation Department shall be the contact person on behalf of the City. The Contractor shall provide the Sanitation Department in writing the name, title, address and telephone number of two (2) representatives of the Contractor designated to act on behalf of the Contractor.

12. INSURANCE – The Contractor shall provide written documentation of insurance coverage with the following conditions:

a. Worker Compensation – Covering all persons engaged in work related to this contract, directly or indirectly, to the full statutory limits established by the Arkansas Workers Compensation Act and any other applicable statute or law. Vendor shall adhere to OSHA Safety Standards.

b. Comprehensive General Liability – General Aggregate (2,000,000.00) Personal Injury (\$1,000,000.00 per occurrence/aggregate), Property Damage (\$500,000.00 per occurrence/aggregate).

c. Automobile Liability – On all motor vehicles used in any way related to this project: Bodily Injury (\$1,000,000.00) and Property Damage (\$500,000.00). The City of Jonesboro, its agents, employees, representatives and volunteers shall be listed as named insured on all policies. The Contractor shall furnish certificates of insurance to the City before any work on this contract begins. All insurers shall be licensed and/or authorized to do business in the State of Arkansas. Each policy shall contain a thirty (30) day notification clause so that a policy may not be canceled, terminated or allowed to lapse without notice to the City of Jonesboro.

d. Environmental/Pollution Liability (\$1,000,000.00) All subcontractors shall provide insurance in the same manner as the Contractor and shall provide proof of same to the City. The above requirements shall not be interpreted to limit the liability of the Contractor for bodily injury or property damage suffered as the intent of the parties is that the Contractor be able to completely and fully indemnify the City for any bodily injury or property damage suffered as a result of the Contractor and/or his/her agents' negligence and/or intentional acts or omissions.

13. PERFORMANCE – Performance Bond shall be furnished to the City in the full amount of the contract for the purpose of insuring the complete and satisfactory performance of each and every condition of this contract and project. The bond shall be issued by a guaranty or surety company acceptable to the City. The bond shall be accompanied by a Power of Attorney granting the bonding authority the ability to sign such bonds on behalf of the guaranty or surety company. All costs and expenses associated with providing the bond shall be borne solely by the Contractor.

14. COMPLIANCE WITH LAWS – The Contractor does hereby agree to comply with all applicable Federal and State statutes, regulations and guidelines, County and City ordinances or regulations in any way related to or affecting this project or the work associated therewith.

15. PERMITS AND LICENSE – Any and all permits, licenses, certificates or fees required for the performance of the work associated with this contract shall be obtained by and paid for by the Contractor.

16. SUPERVISION – The Contractor shall personally supervise the work or designate a competent person to act on his/her behalf. The Contractor shall be solely responsible for the quality of the work performed. The Contractor agrees to perform the work in a good and competent manner and in conformance with industry standards.

17. SAFETY – The City will not have control over, or charge of and will not be responsible for work means, methods, techniques, sequences, or procedures or for safety precautions and programs under the contract. Since these are solely the Contractor's responsibility, the City's review of work performed, equipment used and/or materials used in performance of work under this contract shall not limit the Contractor's or subcontractor's liability and shall not constitute approval of safety precautions.

18. PROTECTION OF PROPERTY – The Contractor shall be solely responsible for protecting and preserving from damage, any and all property, public or private, in or around areas where work is performed.

19. DEFAULT – Should one or more of the following occur, the City at its sole option, may declare the Contractor in default and take such action as the City deems in its best interests, including, but not limited to, terminating the contract and seeking money

damages, seeking specific performance, obtaining substitute performance or any other remedy available to it or allowed by law without reservation or limitation:

- a. Failure to provide insurance or keep such insurance in effect as required by this contract.
- b. Failure to provide performance bond as required by this contract.
- c. Failure to timely perform any term or provision of this contract.
- d. Failure to comply with any applicable federal or state statute, law or regulation, county or local ordinance or regulation.
- e. Failure to perform the work required herein in a safe or competent manner. Upon notice to the Contractor that the City has determined that the Contractor is in default, the Contractor shall immediately cease any and all performances unless otherwise requested by the City. The City, at its sole option, may allow the Contractor to cure the default upon such terms and conditions as the City may require. The City reserves the right to withhold any and all payments under this contract until all defaults and/or defects in performance have been cured to the satisfaction of the City, which satisfaction shall not be unreasonably withheld.

All remedies available to the City are hereby deemed cumulative. The election of one remedy shall not constitute a waiver of any other remedy available. The City, at its sole option, may take such actions as it deems necessary to cure any defaults or defect in performance, the costs of which, including but not limited to, costs for rebidding, costs of substitute performance, costs of litigation, actual attorney fees and any together costs necessarily incurred to correct a default or defect in performance, shall be paid by the Contractor promptly upon request of the City.

20. INDEMNITY – The Contractor, its agents, representatives, successors and/or assigns, do hereby agree to defend, indemnify and hold harmless the City, its employees, agents, volunteers and/or representatives from any and all claims, demands, liability, damages, expenses, costs, including costs of litigation and actual attorney fees, caused, directly or indirectly or in any way related to the performance of this contract by any act or omission, intentional or negligent, of the Contractor, its agents, employees, representatives, successors or assigns, however specifically excluding intentional acts, omissions or negligence of employees, agents, representatives or volunteers of the City.

21. NONASSIGNMENT – This contract may not be assigned, subcontracted or otherwise transferred without prior written approval of the City.

22. NONEMPLOYEE STATUS – The Contractor(s), agents, employees and/or representatives thereof are hereby deemed independent contractors and are not City employees. The Contractor shall exercise all supervisory and general control of daytoday operations, including the right to control over work duties, payment of wages, the right to

hire, fire and discipline all its employees. As an independent contractor, Contractor and/or his/her employees shall not be entitled to any benefits available to City employees.

23. EQUIPMENT INSPECTION – The City shall have the right to inspect all equipment and materials used in the performance of this contract. Should any such equipment or materials not be appropriate or in compliance with federal, state or local statutes or regulations pertaining thereto, the City may require the Contractor not to use such materials or equipment in the performance of this contract. Any inspection by the City under this section shall not limit or relieve the Contractor of any obligation under the contract nor shall any inspection constitute approval of safety equipment, policies or precautions. The Contractor shall utilize enclosed or covered equipment or enclosed packaging in order to eliminate any litter problem associated with the pickup and transport of the recyclables to the point of sorting. Initially the City shall provide to the Contractor the equipment the City is currently using to collect recyclables in the City. A list of said start up equipment is attached hereto in Appendix A. Once this equipment is transferred to the Contractor it is no longer the property of the City and all maintenance, replacement, or any other issue involving said equipment becomes the sole responsibility of the Contractor.

24. INTERPRETATION OF CONTRACT – Should the Contractor or subcontractors have any questions concerning any terms or provision of this contract, such questions shall be directed in writing to the City Attorney’s attention. Any decision by the City Attorney and/or Mayor as to the intent of the City and interpretation of this contract shall be final. Should litigation be required to enforce or interpret any portion of this contract the laws of the State of Arkansas shall govern the terms and any said dispute shall be litigated in Craighead County, Arkansas

25. SEVERABILITY – Should any clause, paragraph, terms, or provision of this contract be determined to be invalid by a court of appropriate jurisdiction, such clause, provision, term or paragraph shall be deemed severable and shall not affect the validity of the remaining terms, provisions, clauses or paragraphs.

26. INTEGRATION – This contract, together with the other documents included herein, shall be the sole, complete and final agreement between the parties containing all terms and provisions agreed upon by the parties except as set forth pursuant to paragraph 5.

27. QUARTERLY REPORT – The Contractor shall be responsible for providing the City with a quarterly report detailing the services provided and the recycled materials collected.

28. RIGHT TO MATERIALS – Once the recyclables have been picked up by the Contractor, the ownership thereof shall be the Contractor’s. It shall be the Contractor’s responsibility to dispose of same in a manner and fashion that complies with all local, state and federal laws and regulations. Any items that are picked up and not recyclable, the Contractor shall be responsible to haul items and for the payment of all dumping charges at the Legacy Landfill.



29. Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

---

Abilities Unlimited

---

Mayor

---

City Clerk

City of Jonesboro  
**Invitation to Bid - Not an Order**  
*P.O. Box 1845*  
**300 South Church St. Room 421 (72401)**

**Purchasing Office**

**Jonesboro, Arkansas 72403**

Bid No. 2015:15

Date February 23, 2015

Sealed bids, subject to the conditions on the reverse hereof, and as may be attached hereto, will be received at this office until **2:00pm Wed March 18, 2015** and then publicly opened, for furnishing the supplies, materials and/or services as described below and tabulated for presentation to the City Council on 04-07-15.

F.O.B. N/A  
 Maximum Delivery or completion time after issuance of Purchase Order or work ordered by the City n/a days.

By: **Steve A. Kent**  
 Purchasing Agent  
 (870)932-0740

Item #	Description	Quantity	Unit	Unit Price	Amount
1.	<p>SCOPE: The City of Jonesboro is accepting bids from qualified contractors for the collection and processing of blue bag recycling in the residential areas of the City of Jonesboro. At present, routes are run 1 (one) time each week. Bidder is to price collections 1 time a week. Interested bidders should refer to the official specifications provided herein.</p> <p>Monthly charge for Recycle pickup as per specifications (invoice price)-----</p> <p>Note: Bid price shall include all fees, costs and taxes (sales) if applicable.</p> <p>Bid Bond: The bid must be accompanied by a guaranty (bond or cashier's check) of Ten (10) percent of the total base bid (annualized). A bid not containing the guaranty shall be deemed non-responsive. Guarantees of unsuccessful bidders will be returned. The guarantee of the successful bidder shall be returned upon the City's receipt of the performance bond and insurance certificates. If the performance bond and insurance certificates are not provided, the City may, at its sole discretion, keep the guaranty as liquidated damages or pursue any other remedy permitted by law.</p> <p>There are 8 (eight) pages to this bid. All pages must be returned to make a complete bid.</p> <p>The City of Jonesboro reserves the right to accept or reject, split any and or all or any part of any bids received.</p> <p>Bid number (2015:15) <u>must</u> be annotated on the outside of the bidder's envelope</p> <p>Bid <u>must</u> be signed or bid will be rejected.</p> <p>Any addendums to this bid will be posted on the purchasing page of the City's web site no later than <b>1 week before opening</b>. See page 2 for web address.</p> <p><b>Bid opening will be in Engineering Conference Room on 3<sup>rd</sup> floor if bidder is attending.</b></p> <p>Email Address: _____</p> <p>Fax Number: (        ) _____</p> <p>NOTE: To receive more bids like this when they become available, Vender's can sign up by going to the Jonesboro web site, click on Doing Business and sign up for bid notices.</p>	1	EA	\$ _____	\$ _____
Cash Discounts _____ % _____ Days					

**Execution of Bid**

Date \_\_\_\_\_

We, the undersigned, have read all the requirements set forth in this bid proposal including specification, instructions, conditions and pertinent information regarding the articles being bid on, and we agree to furnish articles at the prices stated.

Arkansas Use Tax Register No. \_\_\_\_\_ Phone # (        ) \_\_\_\_\_

Bidder \_\_\_\_\_ Address \_\_\_\_\_

By \_\_\_\_\_ City \_\_\_\_\_

(Person Authorized to Sign Bids)

(Title)

**Unsigned Bids Will Be Rejected**

**Bids number MUST be annotated on Bidder's envelope.**

**Bids are subject to rejection unless submitted on this form.**

**Notice to bidders: See reverse side for instructions and conditions.**

## CITY OF JONESBORO, ARKANSAS

### CONDITIONS OF BIDDING

COMPLIANCE WITH THE FOLLOWING CONDITIONS IS NECESSARY FOR CONSIDERATION OF THIS BID:

1. **SIGNATURE** - This bid must be signed with the firm name and by an authorized officer, employee, or agent.
2. **SALES OR USE TAX** - is not to be shown in the bid price (unless otherwise stated) but is to be added by the vendor to the invoice billing to the City. The City is not exempt from Arkansas State Sales & Use Tax. Although Use Tax is not included in this bid, vendors are to register and pay tax direct to the Arkansas State Revenue Department.
3. **FREIGHT & OTHER DELIVERY CHARGES** - to designated City facility in Jonesboro must be included in bid. Charges may not be added after the bid is opened.
4. **DISCOUNTS** - Show rate, total amount, and latest day any discounts will be allowed after receipt of article and invoice, otherwise City will deduct allowed discount when payment is made.
5. **FIRM PRICE** - All prices quoted will remain firm for at least 30 days from date of bid, unless otherwise specified by the City or bidder. Payment(s) will be made by a pre-numbered check as per Ar Code 14-59-105.
6. **IDENTICAL BIDS** - In the event of two or more identical low bids, the contract may be awarded arbitrarily or for any reason to any of such bidders or split in any proportion between the said two or more bidders at the discretion of City.
7. **LIQUIDATED DAMAGES** - Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on this bid form and/or provided for by the plans and specifications.
8. **AMBIGUITY IN BID** - Any ambiguity in any bid as the result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions, and all conditions of bidding shall be construed in the light most favorable to the City.
9. **CONSTRUCTION** -
  - A. When noted, the Contractor is to supply the City with evidence of having and maintaining proper and complete insurance, specifically Workman's Compensation Insurance in accordance with the laws of the State of Arkansas, Public Liability and Property Damage. All premiums and cost shall be paid by the Contractor. In no way will the City be responsible in case of accident.
  - B. When noted, a Certified check or bid bond in the amount of 5% of total bid shall accompany bid.
  - C. A performance Bond equaling the total amount of any bid exceeding \$3,000.00 must be provided for any contract for the repair, alteration or erection of any public building, public structure or public improvement (pursuant to Ark. Stat. SS51-632.SS51-565 as amended.)
10. The City reserves the right to reject any and all bids, to accept in whole or in part, to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired, and unless otherwise specified by the bidder, to accept any item in the bid. If unit prices and extensions thereof do not coincide, the City may accept the bid for the lesser amount whether reflected by the extension or by the correct multiple of the unit price.
11. **Minority Business Policy** - It is the policy of the City of Jonesboro that minority business enterprises shall have the maximum opportunity to participate in the city purchasing process. Therefore, the City of Jonesboro encourages all minority businesses to compete for, win and receive contracts for goods, services, and construction. The city also encourages all companies to subcontract portions of any city contract to minority business enterprises.

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### INSTRUCTIONS TO BIDDERS

(PLEASE READ CAREFULLY)

1. Submit bid on bid form on reverse side of this sheet. NO Facsimiles will be accepted.
2. Address all bids to: Purchasing Agent. P.O. Box 1845, Jonesboro, Arkansas 72403-1845 and make certain to indicate identifying bid number on the outside of bidder's envelope.
3. DO NOT include Federal Excise Tax in bid. City will furnish exemption certificate.
4. State Manufacturer, Brand Name, Model, etc for each item bid on.
5. Samples of items, when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will be disposed of by City
6. Bids received after stated time will not be considered.
7. Be sure and read all conditions and verify amounts before submitting bids. No changes or additions will be allowed after submission.
8. Guarantees and warranties should be attached as a part of the bid as they may be a consideration in awarding a contract.
9. Delivery or contract completion time is to be shown, as this date may, where time is of the essence, determine the contract award.
10. Additional information may be obtained from the Purchasing Office.
11. Bidders shall be aware of Davis-Bacon wage rates and Buy America regulations if applicable.

**THE CITY RESERVES THE RIGHT TO ACCEPT PART OR ALL OF ANY SPECIFIC BID OR BIDS AND TO ACCEPT ANY BID WITH OR WITHOUT TRADE-IN. THE CITY FURTHER RESERVES THE RIGHT TO REJECT ALL BIDS, OR PART OR ALL OF ANY SPECIFIC BID OR BIDS.**

Click on Doing Business at [www.jonesboro.org](http://www.jonesboro.org) for any additional information.

## **CONTRACT TERMS AND CONDITIONS**

In consideration of the making of the bid requested herein and the acceptance of the bid and other valuable and good consideration, the receipt of which is hereby acknowledged, the City of Jonesboro, a Municipal Corporation, does hereby contract and agree with the bidder (also referred to as the Contractor) to have the Contractor perform the work referred to in the bid specifications attached and known as the Recycling Project, both parties hereto do agree to bound by the covenants and provisions set forth herein, and do contract:

1. **CONTRACT** – This contract shall become effective upon acceptance by the City Council. The Mayor shall notify the Contractor of acceptance by the City and, upon receipt of required insurance certificates and any other such documentation as may be required of the Contractor, shall issue to the Contractor a written NOTICE TO PROCEED and an executed copy of the City's contract. Work shall not commence until the NOTICE TO PROCEED is issued.
2. **CONTRACT PERIOD** – This contract shall commence on or about May 1, 2015 and continue for three (3) years expiring June 30, 2018.
3. **RENEWAL OF CONTRACT** – By agreement of the parties hereto, this contract may be renewed in two (2) year increments upon such terms and provisions as may be agreed upon by the parties. Not less than thirty (30) days prior to the end of a contract period, either party may serve the other with written notice of any proposed amendments to the contract. In the absence of such notice, the contract shall be automatically renewed for a two (2) year period under the terms and conditions in force and effect at the renewal date.
4. **POST CONTRACT PERFORMANCE** – Should this contract not be renewed at the end of any contract period, Contractor agrees to continue performance of the terms and provisions of the contract last in effect on a month to month basis for a period not to exceed six (6) months unless otherwise specified by the City.
5. **CHANGES IN SPECIFICATIONS** – The City reserves the right to amend, alter or modify the contract specifications at any time during the life of the contract or any renewal upon thirty (30) days written notice to the Contractor. Any adjustments in compensation shall be agreed upon by both parties. In the event that the parties cannot agree as to the adjustment of compensation, the matter shall be referred to binding arbitration in accordance with the rules of the American Arbitration Association. No changes may be made to any of the bid specifications or other terms or provisions of this contract without the express prior written authorizations of the City Mayor.
6. **COMPENSATION** – In consideration for the performance of the work set forth in the bid specifications, the Contractor shall receive compensation as set forth in the bid and the acceptance. Payment to the Contractor will be made by the City within thirty (30) days following receipt of an invoice for services rendered during the prior month. The invoice shall itemize the service rendered. Payment by the City of the invoice amount shall constitute payment in full for services rendered. Terms shall be net thirty (30) days cash if not otherwise stated by the Contractor in the bid. The City reserves the right to refuse payment for work not performed or not performed according to the terms and provisions of this contract.
7. **CONTACT PERSONS** – The City Sanitation Department shall be the contact person on behalf of the City. The Contractor shall provide the Sanitation Department in writing the name, title, address and telephone number of two (2) representatives of the Contractor designated to act on behalf of the Contractor.
8. **INSURANCE** – Within fifteen (15) days of receipt of notice of ACCEPTANCE of bid, the Contractor shall provide written documentation of insurance coverage with the following conditions:
  - a. **Worker Compensation** – Covering all persons engaged in work related to this contract, directly or indirectly, to the full statutory limits established by the Arkansas Workers Compensation Act and any other applicable statute or law. Vendor shall adhere to OSHA Safety Standards.
  - b. **Comprehensive General Liability** – General Aggregate (2,000,000.00) - Personal Injury (\$1,000,000.00)

per occurrence/aggregate), - Property Damage (\$500,000.00 per occurrence/aggregate).

c. Automobile Liability – On all motor vehicles used in any way related to this project: Bodily Injury (\$1,000,000.00) and Property Damage (\$500,000.00).

The City of Jonesboro, its agents, employees, representatives and volunteers shall be listed as named insured on all policies. The Contractor shall furnish certificates of insurance to the City within the time set herein. All insurers shall be licensed and/or authorized to do business in the State of Arkansas.

Each policy shall contain a thirty (30) day notification clause so that a policy may not be canceled, terminated or allowed to lapse without notice to the City of Jonesboro.

d. Environmental/Pollution Liability (\$1,000,000.00)

All subcontractors shall provide insurance in the same manner as the Contractor and shall provide proof of same to the City.

The above requirements shall not be interpreted to limit the liability of the Contractor for bodily injury or property damage suffered as the intent of the parties is that the Contractor be able to completely and fully indemnify the City for any bodily injury or property damage suffered as a result of the Contractor and/or his/her agents' negligence and/or intentional acts or omissions.

9. PERFORMANCE – Performance Bond shall be furnished to the City in the full amount of the contract for the purpose of insuring the complete and satisfactory performance of each and every condition of this contract and project. The bond shall be issued by a guaranty or surety company acceptable to the City. The bond shall be accompanied by a Power of Attorney granting the bonding authority the ability to sign such bonds on behalf of the guaranty or surety company. All costs and expenses associated with providing the bond shall be borne solely by the Contractor.

10. COMPLIANCE WITH LAWS – The Contractor does hereby agree to comply with all applicable Federal and State statutes, regulations and guidelines, County and City ordinances or regulations in any way related to or affecting this project or the work associated therewith.

11. PERMITS AND LICENSE – Any and all permits, licenses, certificates or fees required for the performance of the work associated with this contract shall be obtained by and paid for by the Contractor.

12. SUPERVISION – The Contractor shall personally superintend the work or designate a competent person to act on his/her behalf. The Contractor shall be solely responsible for the quality of the work performed. The Contractor agrees to perform the work in a good and competent manner and in conformance with industry standards.

13. SAFETY – The City will not have control over, or charge of and will not be responsible for work means, methods, techniques, sequences, or procedures or for safety precautions and programs under the contract. Since these are solely the Contractor's responsibility, the City's review of work performed, equipment used and/or materials used in performance of work under this contract shall not limit the Contractor's or subcontractor's liability and shall not constitute approval of safety precautions.

14. PROTECTION OF PROPERTY – The Contractor shall be solely responsible for protecting and preserving from damage, any and all property, public or private, in or around areas where work is performed.

15. DEFAULT – Should one or more of the following occur, the City at its sole option, may declare the Contractor in default and take such action as the City deems in its best interests, including, but not limited to, terminating the contract and seeking money damages, seeking specific performance, obtaining substitute performance or any other remedy available to it or allowed by law without reservation or limitation:

- a. Failure to provide insurance or keep such insurance in effect as required by this contract.
- b. Failure to provide performance bond as required by this contract.
- c. Failure to timely perform any term or provision of this contract.
- d. Failure to comply with any applicable federal or state statute, law or regulation, county or local ordinance or regulation.
- e. Failure to perform the work required herein in a safe or competent manner.

Upon notice to the Contractor that the City has determined that the Contractor is in default, the Contractor shall immediately cease any and all performances unless otherwise requested by the City. The City, at its sole option, may allow the Contractor to cure the default upon such terms and conditions as the City may require. The City reserves the right to withhold any and all payments under this contract until all defaults and/or defects in performance have been cured to the satisfaction of the City, which satisfaction shall not be unreasonably withheld.

All remedies available to the City are hereby deemed cumulative. The election of one remedy shall not constitute a waiver of any other remedy available. The City, at its sole option, may take such actions as it deems necessary to cure any defaults or defect in performance, the costs of which, including but not limited to, costs for rebidding, costs of substitute performance, costs of litigation, actual attorney fees and any together costs necessarily incurred to correct a default or defect in performance, shall be paid by the Contractor promptly upon request of the City.

16. INDEMNITY – The Contractor, its agents, representatives, successors and/or assigns, do hereby agree to defend, indemnify and hold harmless the City, its employees, agents, volunteers and/or representatives from any and all claims, demands, liability, damages, expenses, costs, including costs of litigation and actual attorney fees, caused, directly or indirectly or in any way related to the performance of this contract by any act or omission, intentional or negligent, of the Contractor, its agents, employees, representatives, successors or assigns, however specifically excluding intentional acts, omissions or negligence of employees, agents, representatives or volunteers of the City.

17. NON-ASSIGNMENT – This contract may not be assigned, subcontracted or otherwise transferred without prior written approval of the City Mayor.

18. NON-EMPLOYEE STATUS – The Contractor(s), agents, employees and/or representatives thereof are hereby deemed independent contractors and are not City employees. The Contractor shall exercise all supervisory and general control of day-to-day operations, including the right to control over work duties, payment of wages, the right to hire, fire and discipline all its employees. As an independent contractor, Contractor and/or his/her employees shall not be entitled to any benefits available to City employees.

19. EQUIPMENT INSPECTION – The City shall have the right to inspect all equipment and materials used in the performance of this contract. Should any such equipment or materials not be appropriate or in compliance with federal, state or local statutes or regulations pertaining thereto, the City may require the Contractor not to use such materials or equipment in the performance of this contract. Any inspection by the City under this section shall not limit or relieve the Contractor of any obligation under the contract nor shall any inspection constitute approval of safety equipment, policies or precautions.

20. INTERPRETATION OF CONTRACT – Should the Contractor or subcontractors have any questions concerning any terms or provision of this contract, such questions shall be directed in writing to the City Attorney's attention. Any decision by the City Attorney and/or Mayor as to the intent of the City and interpretation of this contract shall be final.

21. SEVERABILITY – Should any clause, paragraph, terms, or provision of this contract be determined to be invalid by a court of appropriate jurisdiction, such clause, provision, term or paragraph shall be deemed severable and shall not affect the validity of the remaining terms, provisions, clauses or paragraphs.

22. INTEGRATION – This contract, together with the other bid documents included herein, shall be the sole, complete and final agreement between the parties containing all terms and provisions agreed upon by the parties except as set forth pursuant to paragraph 5.

## **BID SPECIFICATION**

1. INTENT AND SCOPE – Contractor shall provide blue bag recycling collection service as defined by the following specifications to the residential areas within the City of Jonesboro and sorting and sale of recycled items. Services are not intended to be provided to commercial establishments, or industrial facilities. Multi-family dwelling have designated pickup points.

2. SERVICE DESCRIBED – The recycle pickup service is intended to be provided to all eligible residents by means of a curbside blue bag pickup. Recycling shall be provided to residents on a once per week basis (sanitation pickup day) as set by the City of Jonesboro. At times, a citizen may make a special request and the Vendor will take this into consideration when/where possible.

3. WORK TO BE PERFORMED – On a weekly basis, the Contractor shall pickup, transport and “sort/sell” at the Contractor’s facility. The blue bags will be provided by either the City of Jonesboro or the Legacy Landfill and will be tied and dropped at the residence where the recycled blue bag is picked up

(replacement bag). In addition, the Contractor shall run the recycling program on the Sanitation pickup schedule week. Vendor must recycle all recyclables. Items collected which are not recyclables, must be disposed of at the Legacy Landfill at Vendor's expense if applicable.

Items to be picked up for recycling are:

- a. Newspapers, magazines, catalogs, telephone books
- b. Cereal boxes, office paper, junk mail, cardboard boxes, brown paper bags
- c. Clear, brown and green glass
- d. Aluminum and tin cans
- e. Plastics
- f. Aseptic Packaging and gable top containers

The above-mentioned tasks will be provided to residential properties only.

The City will provide a minimum amount of advertising along with publishing information on general recycling program rules, but makes no guarantee as to quantities to be collected.

Service under this contract is not intended for commercial, industrial and manufacturing enterprises.

The following items SHALL NOT be picked up under this contract:

Household hazardous waste

Commercial or industrial waste

Pathogenic waste; medicines; poisons; etc.

Construction waste; rocks; sand; concrete or rubble from building construction or major remodeling in large enough quantities to warrant a special removal arrangement. This would mean that a couple of boards, an old window, a door, etc. would be picked up.

4. QUANTITIES – The quantities of material to be picked up along the residential streets will vary considerably with the time of year. The City makes no guarantees or representations as to the actual quantities of recyclables which shall be removed, sorted and sold under this agreement. The Contractor is obligated to pickup and recycle ALL eligible materials during the contract term at the contract price.

5. MONTHLY REPORT – The Contractor shall be responsible for providing the City with monthly invoices that are priced using this bid/contract amount.

6. EQUIPMENT – The Contractor shall utilize enclosed or covered equipment in order to eliminate any litter problem associated with the pickup and transport of the recyclables to the point of sorting.

7. RIGHT TO MATERIALS – Once the recyclables has been picked up by the Contractor, the ownership thereof shall be the Contractor's. It shall be the Contractor's responsibility to dispose of same in a manner and fashion that complies with all local, state and federal laws and regulations. Any items that are picked up and not recyclable, the Contractor shall be responsible to haul items and for the payment of all dumping charges at the Legacy Landfill.

8. SCHEDULE – The City desires to retain the current scheduled trash day in order to minimize confusion of residents. Should the Contractor be unable to offer the current pickup day, the Contractor shall propose an alternate day footnoted upon the bid.

9. PICKUP TIMES – The Contractor shall not commence work prior to 7 a.m. on any pickup day; however, the Contractor shall perform services described herein in its entirety on the scheduled day of pickup.

10. HOLIDAYS – Should a holiday fall on a day of scheduled pickup, pickup shall be the next following business day as directed by the Sanitation Department in order to coincide with trash pickup.

**BID**

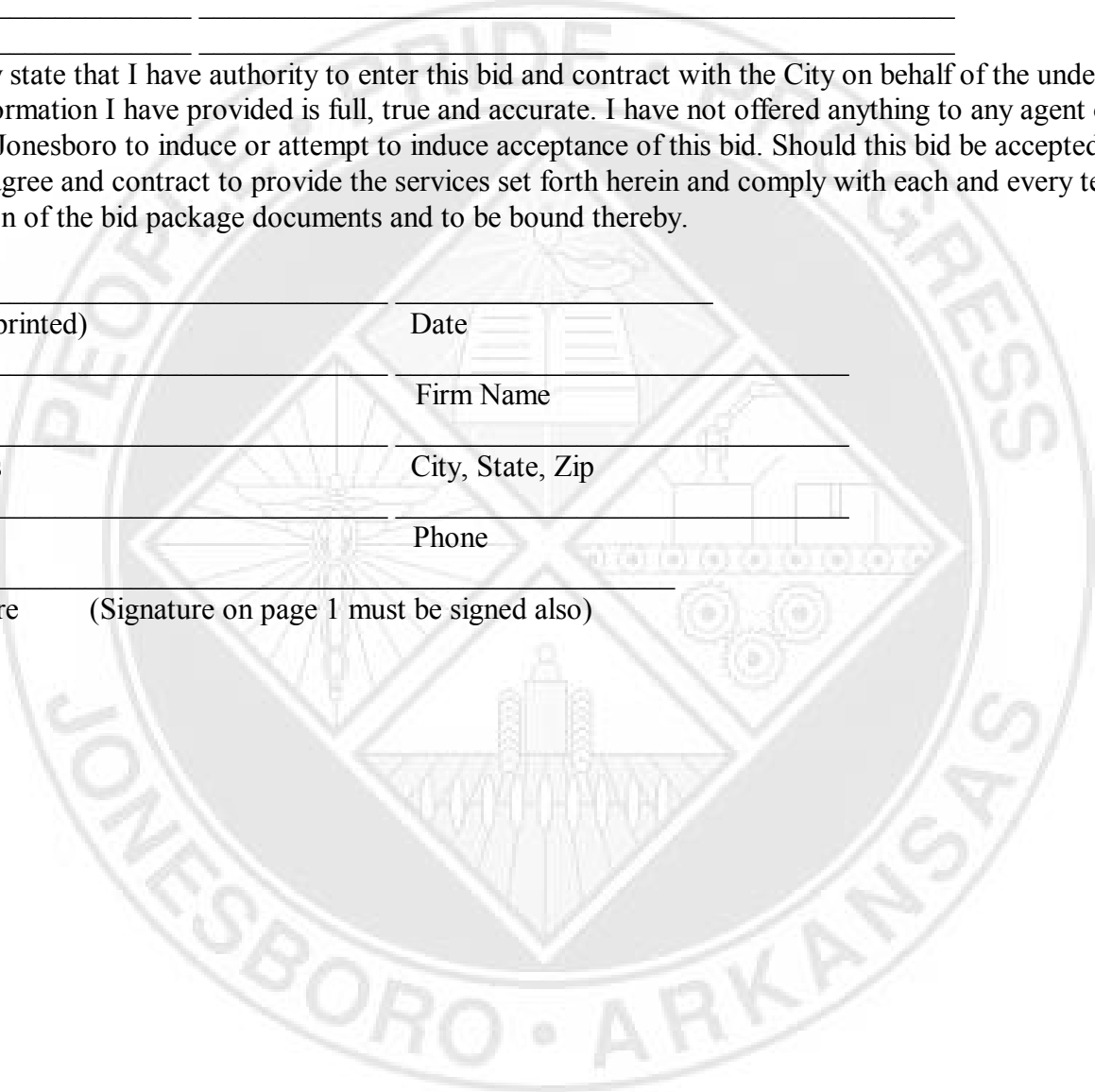
On behalf of the undersigned, I do hereby offer to contract with the City of Jonesboro, Arkansas to perform the work set forth in the bid contract incorporated by reference herein, on the project known and referred to as Recycle Waste Pickup and Disposal, in consideration for payment upon the terms and conditions as specified.

If the City accepts this bid, I will use the following subcontractors only in the performance of this contract. No additional subcontractors may be used or added to this list without the prior written permission of the City of Jonesboro.

Name: \_\_\_\_\_ Type of Work Subcontractor to Perform: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby state that I have authority to enter this bid and contract with the City on behalf of the undersigned. The information I have provided is full, true and accurate. I have not offered anything to any agent of the City of Jonesboro to induce or attempt to induce acceptance of this bid. Should this bid be accepted by the City, I agree and contract to provide the services set forth herein and comply with each and every term and provision of the bid package documents and to be bound thereby.

_____	_____
Name (printed)	Date
_____	_____
Title	Firm Name
_____	_____
Address	City, State, Zip
_____	_____
Email	Phone
_____	_____
Signature	(Signature on page 1 must be signed also)





**STATEMENT OF BIDDERS QUALIFICATIONS: (equipment etc)**

(Please list or attach a separate sheet)



List any and all existing or guaranteed contract with brokers/buyers for the sale of the sorted & baled recycle material.

Signed by \_\_\_\_\_

Date \_\_\_\_\_



Legislation Details (With Text)

**File #:** ORD-15:029    **Version:** 1    **Name:** Rezoning at 2814 Wood Street  
**Type:** Ordinance    **Status:** First Reading  
**File created:** 5/14/2015    **In control:** City Council  
**On agenda:**    **Final action:**  
**Title:** 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 2814 WOOD STREET AS REQUESTED BY JET PROPERTIES  
**Sponsors:**  
**Indexes:** Rezoning  
**Code sections:**  
**Attachments:** [Plat](#)  
[MAPC Report](#)

Date	Ver.	Action By	Action	Result
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AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES;  
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: General Commercial District, C-3 LUO

THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

PART OF THE N 1/2 OF S 1/4 OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 3 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT A:

BEGIN AT THE WEST CORNER OF LOT 1 OF CATHEDRAL BAPTIST CHURCH ADDITION; THENCE N 51°41' W ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 63 BYPASS 29'; THENCE N 48°56' W ON SAID RIGHT-OF-WAY LINE 202.4'; TO THE SOUTHEASTERLY LINE OF WOOD STREET U.S. HIGHWAY NO. 63 BYPASS RIGHT-OF-WAY; THENCE N 31°36' E ALONG SAID RIGHT-OF-WAY LINE 100.2' TO A RIGHT-OF-WAY MARKER; THENCE CONTINUE N 31°36' E 1' TO A FENCE; THENCE N 88°54' E ALONG SAID FENCE 55.6'; THENCE N 89°02' E ALONG SAID FENCE 50'; THENCE N 89°16' E ALONG SAID FENCE 50'; THENCE N89°09'E ALONG SAID FENCE 50';

THENCE N 88°21' E ALONG SAID FENCE 50'; THENCE N 86°45' E ALONG SAID FENCE 31.2' TO THE WEST LINE OF LOT 2 OF CATHEDRAL BAPTIST CHURCH ADDITION; THENCE S3°10'W ON THE WEST LINE OF AFORESAID LOTS 1 AND 2 - 244' TO A CORNER OF SAID LOT 1; THENCE WEST ON A LINE OF SAID LOT 1 - 150.9' TO THE POINT OF BEGINNING, CONTAINING 64,277 SQUARE FEET.

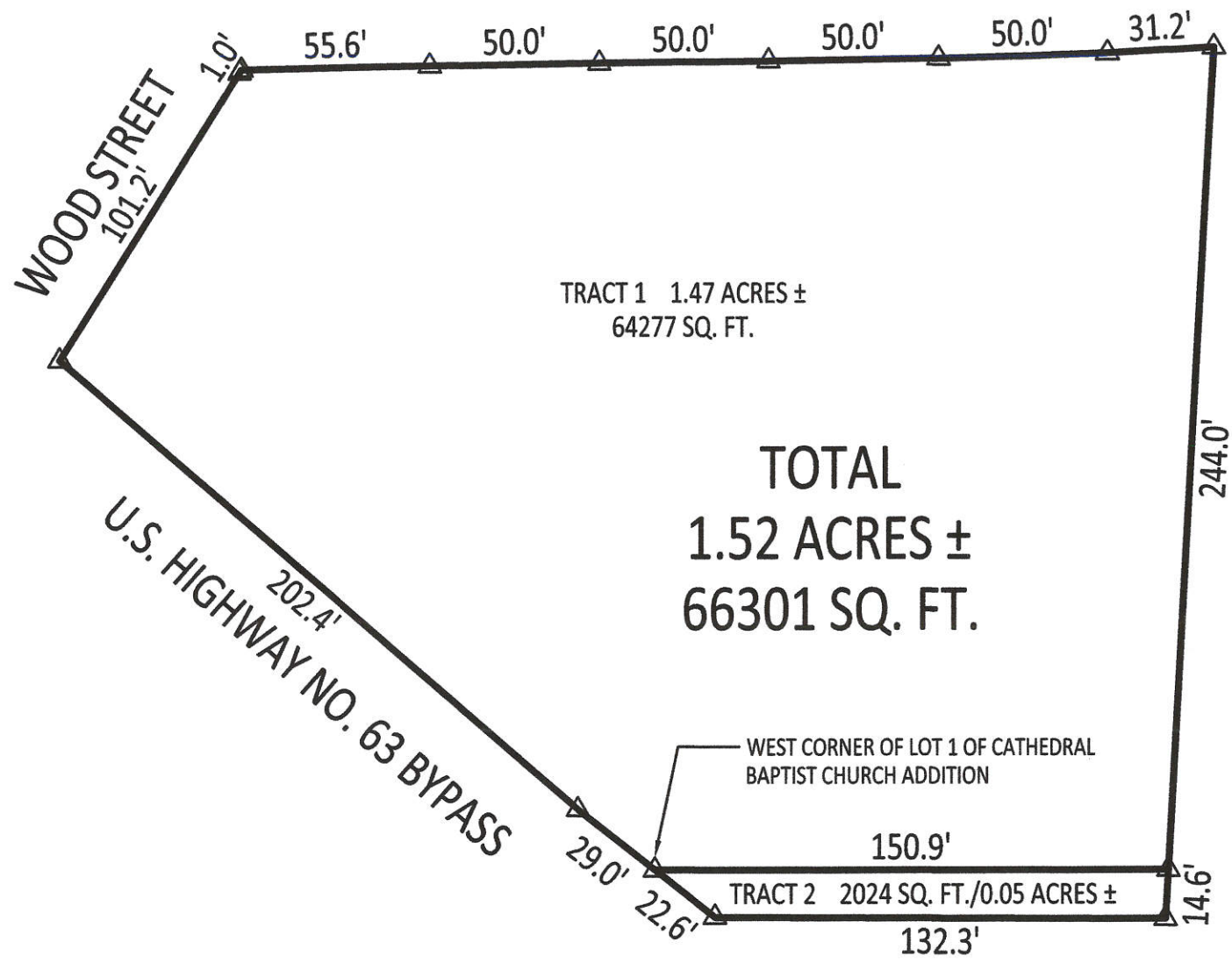
TRACT B:

BEGIN AT THE WEST CORNER OF LOT 1 OF CATHEDRAL BAPTIST CHURCH ADDITION; THENCE S 51°41' E ON THE SOUTHWESTERLY LINE OF SAID LOT 1 - 22.6' TO A FENCE; THENCE S 89°46' E ALONG SAID FENCE 132.3' TO A WEST LINE OF SAID LOT 1 PRODUCED SOUTH; THENCE N 3°10' E ON A WEST LINE OF SAID LOT 1 PRODUCED SOUTH 14.6' TO A CORNER OF SAID LOT 1; THENCE WEST ON A LINE OF SAID LOT 1 - 150.9' TO THE POINT OF BEGINNING, CONTAINING 2,024 SQUARE FEET.

SECTION 2:

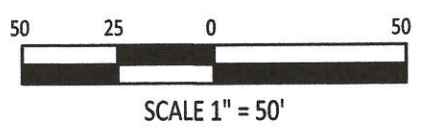
THE REZONING OF THIS PROPERTY SHALL ADHERE TO THE FOLLOWING STIPULATIONS:

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.
2. A FINAL SITE PLAN SUBJECT TO ALL ORDINANCE REQUIREMENTS SHALL BE SUBMITTED, REVIEWED, AND APPROVED BY THE MAPC, PRIOR TO ANY REDEVELOPMENT OF THE PROPERTY.
3. THE APPLICANT/SUCCESSORS AGREE TO COMPLY WITH THE MASTER STREET PLAN RECOMMENDATION FOR ALEXANDER DR. AND WOOD STREET UPON ANY FUTURE REDEVELOPMENT OF THE SITE.
4. THE PROPERTY SHALL BE REDEVELOPED UNDER THE "C-3" GENERAL COMMERCIAL STANDARDS AND SITE ACCESS CODES AND GUIDELINES.
5. ALL DRIVEWAYS TO THE PROPERTY SHALL BE LIMITED TO ALEXANDER DRIVE UNLESS A DRIVEWAY PERMIT CANNOT BE ACQUIRED FROM THE ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT.
6. THE FOLOWING USES SHOULD BE PROHIBITED AS PART OF A LIMITED USE:
  - A. BILLBOARD
  - B. AUTO REPAIR
  - C. GAS STATION
  - D. ALCOHOL OR TOBACCO RETAIL SERVICES
  - E. ADULT ENTERTAINMENT FACILITIES
  - F. ANIMAL CARE USES
  - G. CARWASH



**LEGEND**

- FOUND MONUMENT
- ⊙ SET MONUMENT
- △ CALCULATED (NOT SET)



**DESCRIPTION AS PROVIDED**

PART OF THE N ½ OF S ¼ OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 3 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT A: BEGIN AT THE WEST CORNER OF LOT 1 OF CATHEDRAL BAPTIST CHURCH ADDITION; THENCE N 51°41' W ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 63 BYPASS 29'; THENCE N 48°56' W ON SAID RIGHT-OF-WAY LINE 202.4'; TO THE SOUTHEASTERLY LINE OF WOOD STREET U.S. HIGHWAY NO. 63 BYPASS RIGHT-OF-WAY; THENCE N 31°36' E ALONG SAID RIGHT-OF-WAY LINE 100.2' TO A RIGHT-OF-WAY MARKER; THENCE CONTINUE N 31°36' E 1' TO A FENCE; THENCE N 88°54' E ALONG SAID FENCE 55.6'; THENCE N 89°02' E ALONG SAID FENCE 50'; THENCE N 89°16' E ALONG SAID FENCE 50'; THENCE N89°09'E ALONG SAID FENCE 50'; THENCE N 88°21' E ALONG SAID FENCE 50'; THENCE N 86°45' E ALONG SAID FENCE 31.2' TO THE WEST LINE OF LOT 2 OF CATHEDRAL BAPTIST CHURCH ADDITION; THENCE S3°10'W ON THE WEST LINE OF AFORESAID LOTS 1 AND 2 - 244' TO A CORNER OF SAID LOT 1; THENCE WEST ON A LINE OF SAID LOT 1 - 150.9' TO THE POINT OF BEGINNING, CONTAINING 64,277 SQUARE FEET.

TRACT B: BEGIN AT THE WEST CORNER OF LOT 1 OF CATHEDRAL BAPTIST CHURCH ADDITION; THENCE S 51°41' E ON THE SOUTHWESTERLY LINE OF SAID LOT 1 - 22.6' TO A FENCE; THENCE S 89°46' E ALONG SAID FENCE 132.3' TO A WEST LINE OF SAID LOT 1 PRODUCED SOUTH; THENCE N 3°10' E ON A WEST LINE OF SAID LOT 1 PRODUCED SOUTH 14.6' TO A CORNER OF SAID LOT 1; THENCE WEST ON A LINE OF SAID LOT 1 - 150.9' TO THE POINT OF BEGINNING, CONTAINING 2,024 SQUARE FEET.

**OWNERS CERTIFICATION**

I HEREBY CERTIFY THAT I AM THE OWNER OF THE ABOVE DESCRIBED PROPERTY AND I HEREBY REQUEST A REZONING CHANGE OF:

**R-1 TO C-3 LUO**

OWNER: Loris C. Craig, Trustee  
 SIGNATURE: Loris C. Craig, Trustee  
 DATE: April 14, 2015

**NOTES**

1. REFERENCE DOCUMENTS USED:
  - RECORD PLAT, BY J.L. SCRAPE P.S. 2515, RECORDED IN BOOK D, PAGE 82.
2. SUBJECT PROPERTY IS CURRENTLY ZONED R-1.
3. CURRENT R-1 BUILDING SETBACKS
  - FRONT = 25'
  - REAR = 25'
  - SIDE = 7.5'
4. THERE HAS BEEN NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE TITLE SEARCH MAY DISCLOSE.

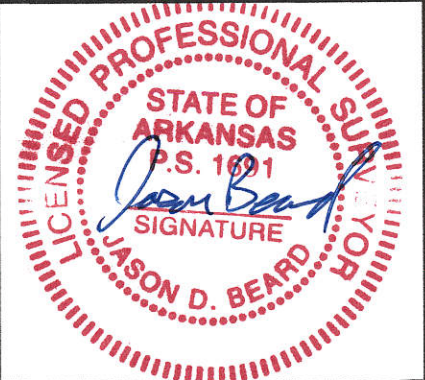
**REZONING MAP**

CLIENT:  
CHRISTOPHER BAUGH

COMPANY INFO:  
2916 WOOD STREET  
JONESBORO, AR 72404  
PH: 1-870-203-9939  
WWW.TRALANENG.COM



NOT A BOUNDARY SURVEY



**DRAWING INFO**

DRAWN BY:	JDB	SCALE:	1" = 50'
DATE:	4/13/2015	JOB NO.:	15-041

15-041  
REZONING MAP

SHEET NUMBER:  
**1** of **1**



*City of Jonesboro Metropolitan City Council*  
**Staff Report – RZ 15-06: 2814 Wood Street.**  
 Municipal Center - 300 S. Church St.  
*For Consideration by the Commission on May 19, 2015*

**REQUEST:** To consider a rezoning of the land containing 1.52 acres more or less.

**PURPOSE:** A request to rezone property from “R-1” to “C-3 LUO” General Commercial and consider a recommendation of approval by the MAPC to City Council (See MAPC Record of Proceedings below).

**APPLICANT/  
OWNER:** **Christopher L. Baugh**, 2502 Rosewood Circle, Jonesboro, AR  
**Doris C. Crisp, Trustee**, 602 Wilkins, Jonesboro, AR

**LOCATION:** 2814 Wood Street., Jonesboro, AR, at the SE intersection of Alexander Drive and fronting on Hwy. 63.

**SITE  
DESCRIPTION:** **Tract Size:** 1.52 Acres/66,301 sq. ft.  
**Street Frontage (feet):** 254 ft. on Alexander Dr.; 102.2 ft on Wood Street.  
**Topography:** Primarily Moderately Sloping Topography from 20 ft. to the SE.  
**Existing Development:** Vacant and used for residential purposes.

<b>SURROUNDING</b>	<b><u>ZONE</u></b>	<b><u>LAND USE</u></b>
<b>CONDITIONS:</b>	North: R-1	Residential
	South: Access Road /HWY	Interstate 63
	East: C-5	Church
	West: R-1	Residential

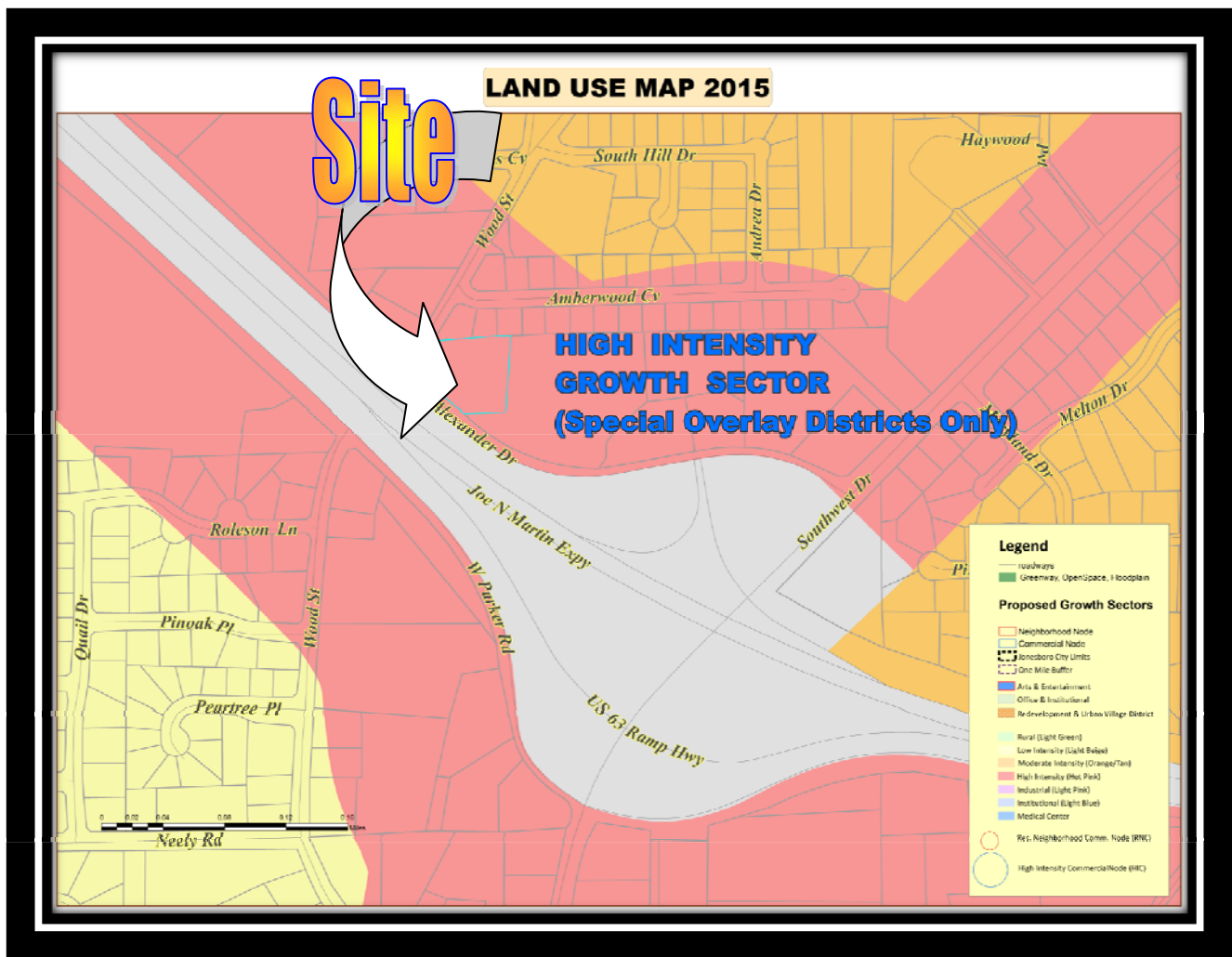
**HISTORY:** No Property History: This property is not platted. It currently has an existing single family residential home.

## ZONING ANALYSIS

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

### COMPREHENSIVE PLAN FUTURE LAND USE MAP

The Current/Adopted Land Use Map recommends this location as a High Intensity Commercial Node; therefore the request for General Commercial is consistent with the adopted Land Use Map. Commercial and office uses for this site would be highly consistent with the area if consideration of buffering is provided for the residential to remain directly north. Screening and scale of structure should be a high priority.










Adopted Future Land Use Map

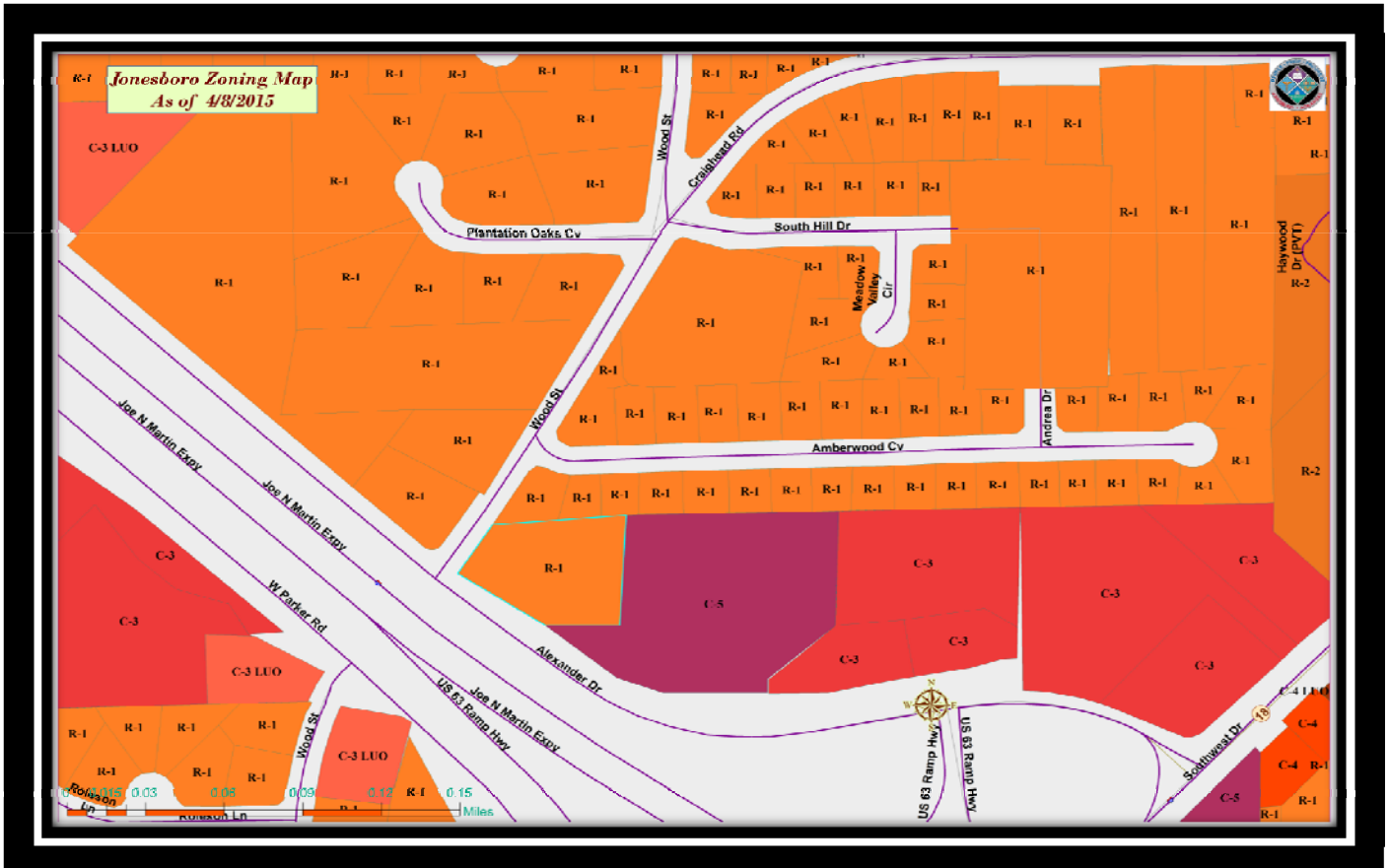
**Master Street Plan/Transportation**

The subject property is served by Alexander Drive (AHDT Right-of-Way) and Wood Street, a local road. A major expressway bypasses the subject site on the Master Street plan.

**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:

Criteria	Explanations and Findings	Comply Y/N
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map	The proposed rezoning as C-3 General Commercial District is consistent with the Adopted Land Use Plan (High Intensity Commercial Node).	
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	Consistency would be achieved if rezoned.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	Compatibility would be achieved if rezoned.	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;	Land is not suitable for residential uses with frontage on the expressway/access road.	
(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;	Not detrimental to nearby property. Existing Major Arterials should support any proposed commercial uses with proper access management. Final Site plans should be subject to MAPC approval with attention to buffering and screening.	
(f) Length of time the subject property has remained vacant as zoned, as well as its zoning at the time of purchase by the applicant; and	Property has remained used as residential.	
(g) 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	Existing Major Arterials should support any proposed commercial uses with proper access management. Final Site plans should be subject to MAPC approval.	



**Current Zoning Map**



**Vicinity/ Aerial Map**

**Departmental/Agency Reviews:**



*The following departments and agencies were contacted for review and comments.*

Department/Agency	Reports/ Comments	Status
Engineering	No issues were reported to date.	Attended the MAPC Pre-Meeting
Streets/Sanitation	No issues were reported to date.	
Police	No issues were reported to date.	
Fire Department	No problems with this Petition	Attended the MAPC Pre-Meeting
MPO	No problems with this Petition	Attended the MAPC Pre-Meeting
Jets	No issues were reported to date.	
Utility Companies	CWL reported no Issues	Attended the MAPC Pre-Meeting

**Staff Findings/Applicant’s Purpose:**

The applicant is not proposing any particular use on the subject property currently, but hopes to market the property for commercial purposes to begin as early as ( 6) months. The applicant notes also that this land is not appealing for a residential development. The applicant further states the subject property would be very compatible with the surrounding area and is adjacent property that is zoned C-5/C3 to the east. There are numerous commercially zone properties along Highway 63 including recent properties that were rezoned to the West of the subject property. The City of Jonesboro Zoning Resolution **Table of Minimum Dimension Requirements for the C-3 General Commercial Districts** is copied below:

Dimension	CR-1	C-4	C-3	C-2	C-1	I-1	I-1
<i>Minimum lot size</i>							
Single-family (sq. ft.)	6,500	NP	NP	6,000	NS	NP	NP
Duplex (sq. ft.)	7,200	NP	NP	7,200	NS	NP	NP
Multifamily (area/family)	NP	NP	NP	3,600	NS	NP	NP
Nonresidential uses (sq. ft.)	6,500	6,500	6,500	6,500	NS	6,500	10,000
Minimum lot width (all uses)	50'	50'	50'	50'	25'	50'	100'
Minimum lot depth (all uses)	100'	100'	100'	100'	NS	100'	100'
<i>Street setback</i>							
Residential uses	25'	NP	NP	25'	NS	25'	NP
Nonresidential uses	25'	25'	25'	25'	NS	25'	100'
Interior side setback							
Residential uses	7.5'	10'	NP	10'	NS	10'	NP
Nonresidential uses	10'	10'	10'	10'	NS	10'	25'
<i>Rear setback</i>							
Residential uses	20'	20'	NP	20'	NS	20'	NP
Nonresidential uses	20'	20'	20'	20'	NS	20'	25'
Maximum lot coverage (all uses)	50%	50%	60%	50%	100%	60%	60%
Percent of total lot area (building floor area)	20	20	NS	20	NS	NS	NS

Note.

NP = Not permitted.

NS = No standard.

**Zoning compliance/ Other Zoning Code Analysis:**

The applicant has requested a rezoning to a “C-3”, General Commercial District, L.U.O. The following are the permissive/conditional uses within the C-3 General Commercial.

List of Commercial Uses	C-3 General Commercial	List of Commercial Uses	C-3 General Commercial
<i>Civic and commercial uses</i>		<i>Civic and commercial uses</i>	
Animal care, general	Permitted	Nursing home	Permitted
Animal care, limited	Permitted	Office, general	Permitted
Auditorium or stadium	Conditional	Parking lot, commercial	Permitted
Automated teller machine	Permitted	Parks and recreation	Permitted
Bank or financial institution	Permitted	Pawn shops	Permitted
Bed and breakfast	Permitted	Post office	Permitted
Carwash	Permitted	Recreation/entertainment, indoor	Permitted
Cemetery	Permitted	Recreation/entertainment, outdoor	Permitted
Church	Permitted	Recreational vehicle park	Permitted
College or university	Permitted	Restaurant, fast-food	Permitted
Communication tower	Conditional	Restaurant, general	Permitted
		Retail/service	Permitted
Convenience store	Permitted	Safety services	Permitted
Day care, limited (family home)	Permitted	School, elementary, middle and high	Permitted
Day care, general	Permitted	Service station	Permitted
Entertainment, adult	Conditional	Sign, off-premises*	Permitted
Funeral home	Permitted	Utility, major	Conditional
Golf course	Permitted	Utility, minor	Permitted
Government service	Permitted	Vehicle and equipment sales	Permitted
Hospital	Permitted	Vehicle repair, general	Permitted
Hotel or motel	Permitted	Vehicle repair, limited	Permitted
Library	Permitted	Vocational school	Permitted
Medical service/office	Permitted	Warehouse, residential (mini) storage	Conditional
Museum	Permitted	<i>Industrial, manufacturing and extractive uses</i>	
<i>Agricultural uses</i>		Freight terminal	Conditional
Agriculture, animal	Conditional	Research services	Conditional
Agriculture, farmers market	Permitted	Alcohol or Tobacco Retail	Added By Staff

**The rezoning of this property should adhere to the following considerations for the uses:**

*The following uses should be prohibited as a part of a Limited Use, if agreed by the applicant:*

- 1. Billboards, Auto Repair, 2. Gas Stations, 3. Alcohol or Tobacco Retail Services, and 4. Adult Entertainment Facilities, and 5. Animal Care.**

**MAPC RECORD OF PROCEEDINGS: Public Hearing Held on May 12, 2015:**

**Applicant:** Mr. Michael Boggs, TraLan Engineering, representing the owner stated that his client is looking to rezone the property from R-1 to C-3 L.U.O., with the stipulations and limitations noted in the Staff Report. We are looking to redevelop this property. We have met with several surrounding owners, some were neutral and others were opposed with certain concerns. We addressed as many as we could. We feel that this rezoning will be beneficial to the City of Jonesboro and the surrounding area, and ask that you approve this and move it forward to City Council.

**Staff:**

Mr. Otis Spriggs gave summary comments from the Staff Report which lists the surrounding conditions. To the immediate west and north are single family homes; Arberwood Cove Subdivision to the immediate north. C-5 church use lies to the immediate east, and highway/access road to the south. The Master Street and Land Use Plans would be complied with. The Land Use Map recommends high intense growth sector uses, which would provide for some form of overlay district that would allow for concerns of residentially abutting properties. Consistency is achieved with the Land Use Plan. Any type of negatives could be dealt with if property screening and buffering is provided, and those are addressed in the conditions proposed. Surrounding zoning conditions were shown on the provide maps, which also shows other property recently zoned to the far west (1/2 mile west) and developed as Commercial. To the far-east is the Outback Commercial Shopping Center.

**Mr. Spriggs:** Development requests for review were sent to the various departments and reviewing agencies. Comments were received from M.P.O., Engineering, Fire Department and City Water Light, who were all present in the pre-meeting, all noting concurrence and no issues with the request.

**Mr. Spriggs:** Parameters and requirements for the C-3 General Commercial District were noted in the report. Less desirable uses next to residential properties were highlighted. The applicant has agreed to an exclusion list and the Conditions are listed to address staff concerns. Staff feels that if this property is zoned to what lies to the west, that the site could be developed in a responsible way to fit-in next to the residential with certain controls. The conditions were read.

**Public Comment: (5 Stood in Opposition)**

**Mr. Eric Kriner,** 819 Amberwood Cove: Stated that his property is adjoining that which is under consideration for rezoning, and seeing that none of us have been informed of the type of use proposed, nor of any buffer zone, we urge you to deny application and recommend that it remains residential.

**Robin Criss,** 821 Amberwood Cove: Adjourning the subject property and we are asking that it be denied.

**Gary W. Rodgers,** 2815 Wood St. Neighbor and he is for nor opposed to this. I am not able to say it's a good thing or bad thing.

Referring to the report it was mentioned that the proposed zoning would not be detrimental to nearby property. I do not see anything in the report that supports this. It is based on an opinion and I do not see what it is based on.

**Mr. Rodgers:** The address of this property is 2814 Wood St. There are lots of pictures shown how ever none shown standing from 2814 looking towards the houses to the west. You would see that there are nothing but houses there.

**Mr. Rodgers:** I feel that the properties would be affected negatively or positively. Folks that live there will be affected. Give proper consideration to the people that live there and not just a map. He added that he has lived there since 1986 and want to make sure that is still a great place to live after you make your decision.

**Janet Harden:** 2810 Wood St., She supports what has been already said. She lives next to the property and with what you are considering making commercial. I do think that it will affect the residential area, whether positively or negatively. I ask that you would consider or reconsider that. 5 in opposition stood. .

**Sheryl Rodgers:** 2815 Wood St., Stated that she has a couple of considerations on the layout of that area. The part that opens on to Wood Street access is a concern; it's a very narrow access point. It would not be a good thing to have an opening there. Speaking with the Engineer, it's my understanding that they haven't decided on a use or site plan layout. Nothing has been committed to writing, and that could change. We are concerned about use, access and we live directly across the street and are concerned about any buffers that will go there. Where is the evidence to base that on?

**Mr. Spriggs** addressed questions raised to staff, regarding the "detrimental" question, noting that there are some things that are allowed to occur in a C-3 District that we listed that could be detriment or undesirable next to residential uses. We provided that menu list and we worked backward from there. All of the concerns noted in the report can be addressed by conditions approved by the MAPC. The type of use would drive the impacts such as traffic volume, access. Some commercial office uses do not have high traffic demand nor customers visiting other than by appointment only. The size of the lot would dictate the amount of lot coverage, this being a smaller lot. The Planning Commission can use controls under the site plan to assure that the use fits within the area and control any detriments as listed in the criteria for considering rezoning such as: drainage problems, odor, noise, traffic problem impacts, light pollution as noted in the staff report.

**Mr. Scurlock:** Can we control the access on to the site, and deny access off Wood Street and provide for substantial boundary buffers?

**Mr. Spriggs** stated that we could; however, we would not want to prevent a use that could perhaps only demand 5 or so cars visiting per day to be developed on the lot, only because we have placed restrictions that will not ever allow certain allowances. Once you go over a certain traffic volume or threshold, the Planning Commission has that authority to control those uses during the Site Plan Review process. However, the Highway Department has complete control over the access on and off Alexander Dr. and will dictate what happens on that frontage. There are other possibilities for cross access that could happen.

**Mr. Scurlock:** Stated that his problem is that he does not want the developer to go through a lot of work, effort, and costs. If I turned this down because of some substantial entrance/access off of Wood Street, because we are meeting residential and commercial really close together. I think there is a place it could work out, but I like to be fair to everybody, and I do not think a major entrance off of Wood St. would work.

**Mr. Boggs:** We would like to wait until the actual Site Plan Review, and we do not want to place a lot of restraints on a piece of property. We could wait until that point to limit the access and lay the site plan out the best way it could be accommodated.

**Chairman Lonnie Roberts:** I guess what Mr. Scurlock is saying that you do not want to tie-up a lot of development fees at the time of the Site Plan review, and should we condition it now during the rezoning? I request what the pleasure of the Commission is?

**Mr. Kelton:** Can that be part of the original approval. **Mr. Spriggs:** Are you meaning the ordinance? **Mr. Spriggs** stated that the MAPC can approve the case based on any conditions. **Mr. Kelton** stated that he does not agree with any entrance off of Wood Street.

**Mr. Reece:** Is there any provision provided for fencing? The same issue came up on Stallings lane and Hwy. 63. Can we approve this with limitations that we would see at the site plan approval?

**Attorney Carol Duncan** clarified stating that she is not sure that everyone understands that we are not allowed to ask what type of development or use is going there legally. We are not to ask are you placing a fast food restaurant there for example.

**Mr. Hoelscher:** My concern is the property mentioned on Stallings Lane, where even though the City has an ordinance preventing certain light fixtures, depending on what goes there. Fencing and landscaping will not prevent high lighting and the affect on residential.

**Mr. Spriggs** stated that the lighting can be controlled with the codes where as lighting cannot be allowed to spill off on the residential and the photometric readings have to read "0" foot candles at the property lines. **Mr. Hoelscher:** Hours of operation on uses such as Carwashes could be a problem.

**Mr. Spriggs** offered Staff's assistance to help craft any conditions on any areas that you feel we need to address in terms of impacts.

### **Commission Action:**

**Mr. Kelton** added a condition No. 6 to stated that Egress/Ingress should be limited to Alexander Dr. and not provided on Wood Street. **Travis Fischer**, TraLan Engineering approached the Commission asking if that could be modified to state that unless it is cumbersome by the Highway Department (if it is an impossibility). **Mr. Kelton** agreed to modify that if it is an impossibility created by the highway department, to not land lock the property from access.

***Motion** was made by **Mr. Kelton** to place Rezoning Case RZ15-06 on the floor for consideration, a rezoning from R-1 Single Family Residential to "C-3" L.U.O., General Commercial, Limited Use Overlay as presented; and we, the MAPC recommend approval to Council and find that the rezoning is consistent with the Planning Area and Land Use Plan recommendations. This approval is contingent upon the satisfaction of the noted 6 conditions. **Motion was seconded by Mr. Scurlock.***

**Action/Vote- 6-1 Approval:** Mr. Kelton- Aye; Mr. Cooper- Aye; Mr. Perkins- Aye; Mr. Bailey- Aye; Mr. Hoelscher- Aye; Mr. Scurlock- Aye; Mr. Reece- Nay; Absent was Mrs. Schrantz; Mr. Lonnie Roberts, Jr. was Chair.

**Limited Use Overlay Districts (L.U.-O.):**

Within Chapter 117, Section 117-140, L.U.O. district may be applied in combination with any base zoning district. The designation may be requested by an applicant or proposed by the Planning Commission or City Council during their consideration of a rezoning request. Note that the submitted application is not for a Limited Use Overlay.

When accompanied by a rezoning request from the property owner, the LUO district can be used to restrict the use and property development standards of an underlying base zoning district, as applied to specific parcels of land. All LUO requirements are in addition to, and supplement all other applicable standards and requirements of the underlying zoning district. Restrictions and conditions imposed by an LUO district are limited to the following:

- a. Prohibiting otherwise permitted or conditional uses and accessory uses or making a permitted use a conditional use;
- b. Decreasing the number or density of dwelling units that may be constructed on the site;
- c. Limiting the size of nonresidential buildings that may be placed on a site;
- d. Increasing minimum lot size or lot width;
- e. Increasing minimum yard and setback requirements; and
- f. Restricting access to abutting properties and nearby roads.

To provide any conditions with any recommendation of approval to Council, an overlay approach is needed, and the applicant chose the method of the Limited Use Overlay option to this rezoning, to insure compatibility is achieved and maintained within this residentially surrounded area.

**Access Management Issues:**

Attention to the following codes should be also given:

**Sec. 117-327. - Corner visibility.**

On corner lots at intersecting two-way streets, nothing shall be erected, placed, planted, or allowed to grow in such a manner as to materially impede vision between a height of two feet and eight feet above curb grade within the triangular area formed by an imaginary line that follows street side property lines, and a line connecting them, 25 feet from their point of intersection.

**Sec. 117-325. - Driveways and access; multifamily and nonresidential.** The following standards shall apply to all driveways providing access to multifamily or nonresidential uses.

(1) *General standards.*

- a. Access to property shall be allowed only by way of driveways, and no other portion of the lot frontage shall be used for ingress or egress. Continuous curb cuts are prohibited.
- b. Driveway design shall be such that minimization of interference with through street traffic is achieved, and shall be subject to approval of the city engineer. The types of vehicles that a driveway is intended to serve shall be a prime factor in determining the acceptable radii of driveways.
- c. Provisions for circulation between adjacent parcels should be provided through coordinated or joint parking system.

(2) *Driveway spacing.*

- a. *Arterial streets.* Direct access to any arterial street shall be limited to the following restrictions:

1. *Spacing from signalized intersections.* All driveways providing access to arterial streets shall be constructed so that the point of tangency of the curb return radius closest to a signalized or stop sign-controlled intersection is at least 120 feet from the perpendicular curb face of the intersecting street. In the event that this standard cannot be met because of an unusually narrow or shallow lot size, the city engineer may approve a reduction in spacing as long as the reduction does not result in an unsafe traffic condition.
  2. *Spacing from other, nonsignalized, access points.* All driveways providing access to arterial streets shall be constructed so that the point of tangency of the curb return radius closest to any nonsignalized street or driveway intersection is at least 80 feet from the perpendicular curb face of the intersecting street or driveway. In the event that this standard cannot be met because of an unusually narrow or shallow lot size, the city engineer may approve a reduction in spacing as long as the reduction does not result in an unsafe traffic condition.
- b. *Collector streets.* Direct access to collector streets shall be regulated in accordance with the following standards:
1. *Spacing from signalized intersections.* All driveways providing access to collector streets shall be constructed so that the point of tangency of the curb return radius closest to a signalized or stop sign-controlled intersection is at least 120 feet from the perpendicular curb face of an intersecting arterial street and 80 feet from the perpendicular curb face of an intersecting collector or local street. In the event that this standard cannot be met because of an unusually narrow or shallow lot size, the city engineer may approve a reduction in spacing as long as the reduction does not result in an unsafe traffic condition.
  2. *Spacing from other, non-signalized, access points.* All driveways providing access to collector streets shall be constructed so that the point of tangency of the curb return radius closest to a no signalized street or driveway intersection is at least 80 feet from the perpendicular curb face of the intersecting street or driveway. In the event that this standard cannot be met because of an unusually narrow or shallow lot size, the city engineer may approve a reduction in spacing as long as the reduction does not result in an unsafe traffic condition.
- c. *Driveways per parcel.*
1. At least one driveway shall be permitted for any lot. Shared driveways shall be recommended for lots that have less than 150 feet of frontage.
  2. Driveways shall be located a minimum of 20 feet from the side property lines. A separation of 40 feet is required between the driveways on one lot and the driveways on the adjacent lots. Driveways on the same lot shall be no closer than 50 feet to each other.
  3. Driveways on corner lots shall be located as far away from the intersection as possible.
- d. *Ingress/egress driveway width.* The width of the driveway throat shall not exceed 40 feet in width. Driveway lanes shall be a minimum of 13 feet in width and shall not have more than three lanes in one entrance/exit.

***The conditions below are necessary to assure site plan compliance which is to be brought before the MAPC prior to any redevelopment of this site.***

**Conclusion:**

The MAPC and the Planning Department Staff find that the requested Zone Change submitted for the subject parcel, should be evaluated based on the above observations and criteria listed in Case RZ 15-06, a request to rezone property from “R-1” to “C-3”, L.U.O., General Commercial, and the request is here by recommended to City Council for approval with conditions including the following:

1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the MAPC, prior to any redevelopment of the property.
3. The applicant/successors agree to comply with the Master Street Plan recommendation for Alexander Dr. and Wood Street upon any future redevelopment of the site.
4. The property shall be redeveloped under the “C-3” General Commercial standards and site access codes and guidelines.
5. The following uses should be prohibited as a part of a Limited Use, if agreed by the applicant:
  - a. Billboards, Auto Repair, b. Gas Stations, c. Alcohol or Tobacco Retail Services, d. Adult Entertainment Facilities, e. Animal Care Uses, and f. Car Wash.
6. That Egress/Ingress shall be limited to Alexander Dr. and not provided on Wood Street unless an impossibility of access is caused by the Highway Department review.

Respectfully Submitted for Council Consideration,



Otis T. Spriggs, AICP  
Planning & Zoning Director



# Photographs



View looking north from Alexander Dr.



View looking north from Alexander Dr.



View looking north from Alexander Dr.



View looking northeast from Alexander Dr.



View looking west on Alexander Dr.



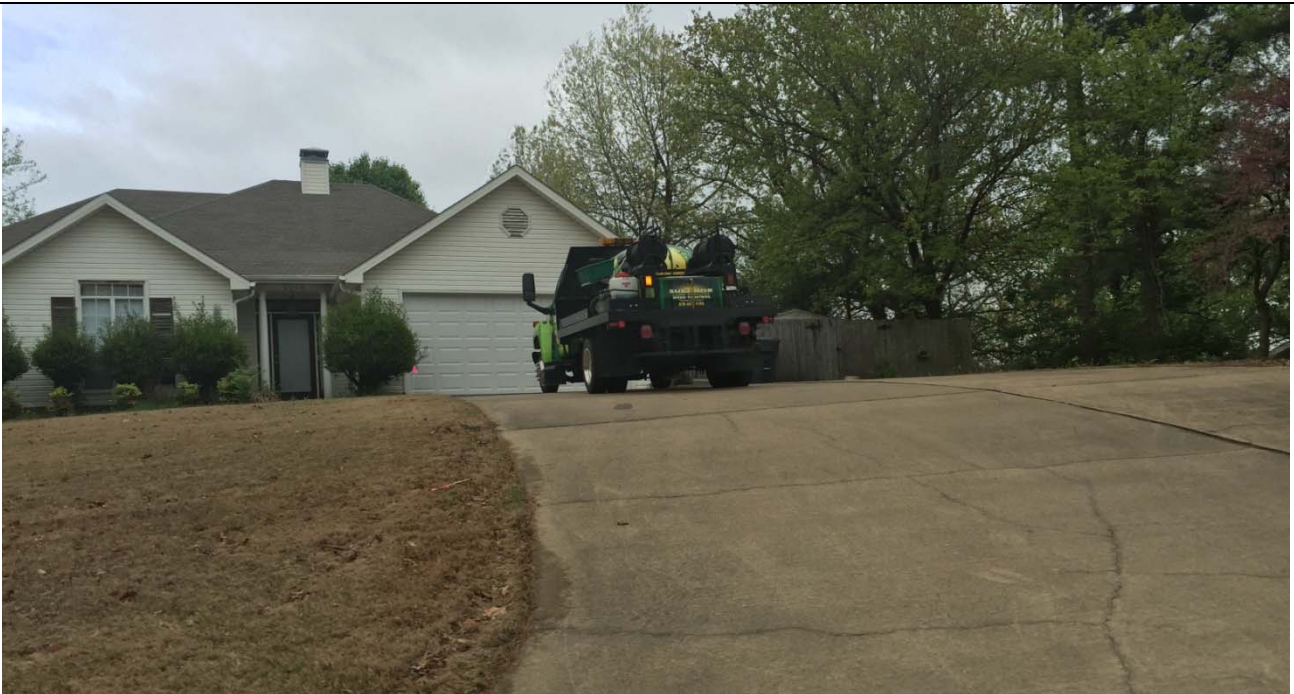
View looking west on Alexander Dr.



View looking west on Alexander Dr.



View looking west on Alexander Dr. from Interchange.



View looking East at Home Adjacent to the Site



View looking West at home across from Site



View looking North on Wood St. above Site



Bird's Eye Image of Site



## Legislation Details (With Text)

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**File #:** ORD-15:020    **Version:** 1    **Name:** Amend the 2014 budget  
**Type:** Ordinance    **Status:** Third Reading  
**File created:** 4/8/2015    **In control:** Finance & Administration Council Committee  
**On agenda:**    **Final action:**  
**Title:** AN ORDINANCE TO AMEND THE 2014 BUDGET ORDINANCE FOR THE CITY OF JONESBORO  
**Sponsors:** Finance  
**Indexes:** Budget amendment  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
5/5/2015	1	City Council		
4/21/2015	1	City Council	Held at one reading	
4/14/2015	1	Finance & Administration Council Committee		

AN ORDINANCE TO AMEND THE 2014 BUDGET ORDINANCE FOR THE CITY OF JONESBORO  
BE IT ORDAINED by the City Council for the City of Jonesboro, Arkansas that:

SECTION 1: Budget Ordinance 13:068 adopted December 17, 2013, as amended during 2014 is further amended by the increase in budget expenditures as follows:

Street Fund (Street & Engineering) in the amount of 125,000.  
Advertising & Promotion Fund in the amount of 108,000.  
Cemetery Fund in the amount of 107,000.  
Miracle League Fund in the amount of 260,000

SECTION 2: This ordinance being necessary for the financial continuity of the City of Jonesboro is hereby declared to be an emergency and shall take effect from and after its passage.



## Legislation Details (With Text)

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<b>File #:</b>	ORD-15:023	<b>Version:</b>	1	<b>Name:</b>	Rezoning at 3905 Hill Drive
<b>Type:</b>	Ordinance	<b>Status:</b>		<b>Status:</b>	Third Reading
<b>File created:</b>	4/16/2015	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM RESIDENTIAL R-1 TO RESIDENTIAL MULTI-FAMILY RM-8 LUO FOR PROPERTY LOCATED AT 3905 HILL DRIVE AS REQUESTED BY ERIC BURCH				
<b>Sponsors:</b>					
<b>Indexes:</b>	Rezoning				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Plat</a> <a href="#">MAPC Report</a>				

Date	Ver.	Action By	Action	Result
5/5/2015	1	City Council		
4/21/2015	1	City Council	Held at one reading	

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES  
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: Residential Multi-Family, RM-8 LUO

THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

LOTS 1, 2, 3, AND 4 OF KAFFKA FIRST ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, CONTAINING IN ALL 1.55 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

SECTION 2: THE REZONING OF THIS PROPERTY SHALL ADHERE TO THE FOLLOWING STIPULATIONS:

1. THAT THE PROPOSED SITE SHALL SATISFY ALL REQUIREMENTS OF THE CITY ENGINEER, ALL REQUIREMENTS OF THE CURRENT STORMWATER DRAINAGE DESIGN MANUAL AND FLOOD PLAIN REGULATIONS.



2. A FINAL SITE PLAN SUBJECT TO ALL ORDINANCE REQUIREMENTS SHALL BE SUBMITTED, REVIEWED, AND APPROVED BY THE MAPC, PRIOR TO ANY REDEVELOPMENT OF THE PROPERTY.

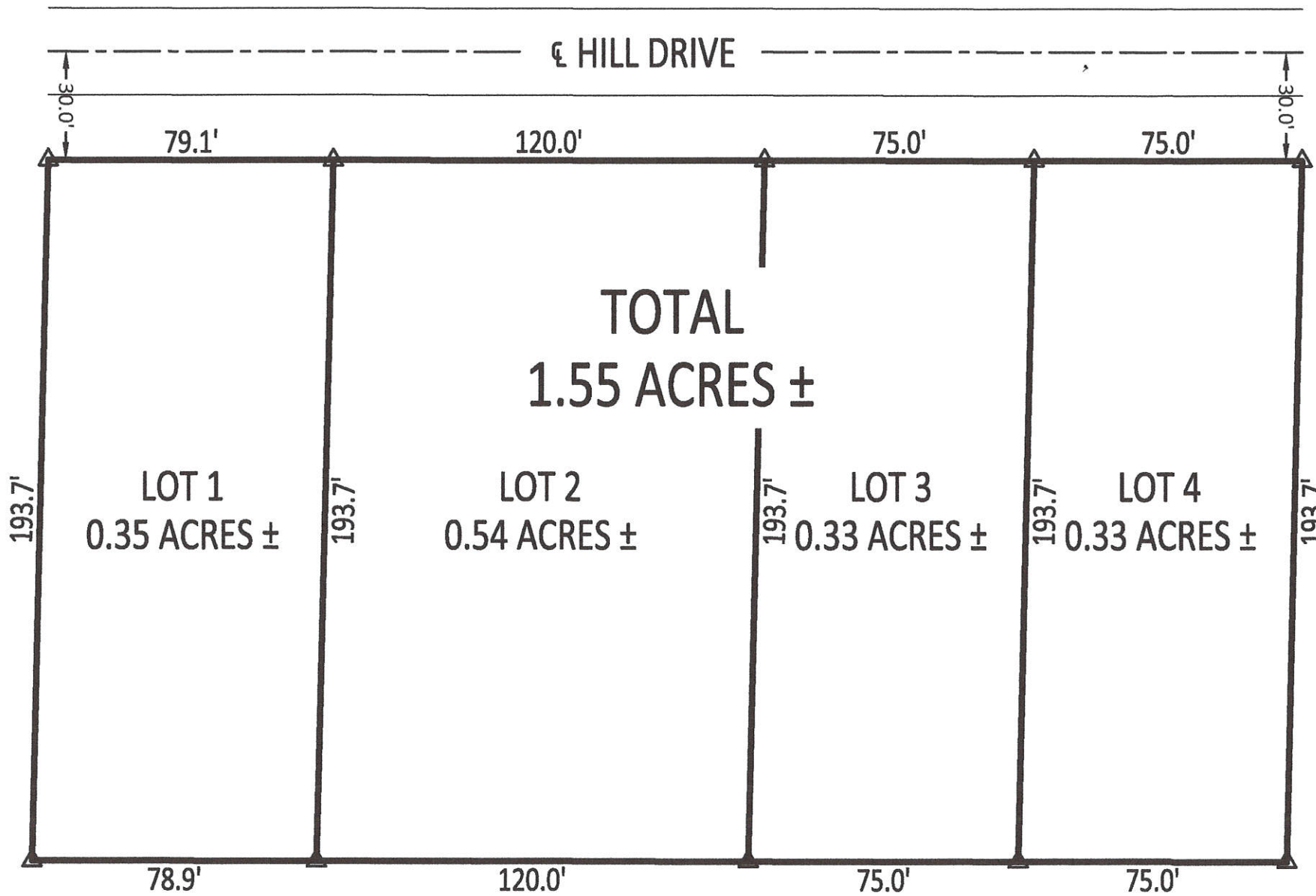
3. THE APPLICANT/SUCCESSORS AGREE TO COMPLY WITH THE MASTER STREET PLAN RECOMMENDATION FOR HILL DR. UPON ANY FUTURE REDEVELOPMENT OF THE SITE.

4. THE APPLICANT AGREES THAT SCREENING AND BUFFERING SHALL BE PROVIDED ALONG THE PROPERTY LINES OF THE PROPERTY THAT ABUTS SINGLE FAMILY HOMES.

5. THE PROPERTY SHALL BE REDEVELOPED UNDER THE "RM-8" STANDARDS AND GUIDELINES WITH A MAXIMUM OF 12 APARTMENT UNITS/DOORS.

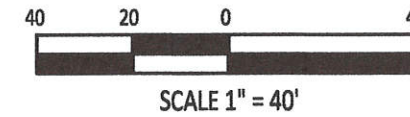
6. PRIOR TO ANY REDEVELOPMENT, THE APPLICANT AGREES TO FILE A FINAL PLAT REFLECTING EXISTING CWL UTILITIES EASEMENTS ON THE SUBJECT SITE.

7. ALL PROPOSED BUILDINGS SHALL BE NO LARGER THAN A FOUR-PLEX.



**LEGEND**

- FOUND MONUMENT
- ⊙ SET MONUMENT
- △ CALCULATED (NOT SET)



**VICINITY MAP**  
(NOT TO SCALE)

**NOTES**

1. REFERENCE DOCUMENTS USED:
  - RECORD PLAT OF KAFFKA FIRST ADDITION, BY CLAY KENWARD P.S. 256, RECORDED IN BOOK 158, PAGE 77.
2. SUBJECT PROPERTY IS CURRENTLY ZONED R-1.
3. CURRENT R-1 BUILDING SETBACKS
  - FRONT = 25'
  - REAR = 25'
  - SIDE = 7.5'
4. THERE HAS BEEN NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE TITLE SEARCH MAY DISCLOSE.

**DESCRIPTION**

LOTS 1, 2, 3, AND 4 OF KAFFKA FIRST ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, CONTAINING 1.55 ACRES, MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

**OWNERS CERTIFICATION**

I HEREBY CERTIFY THAT I AM THE OWNER OF THE ABOVE DESCRIBED PROPERTY AND I HEREBY REQUEST A REZONING CHANGE OF:

**R-1 TO RM-8**

OWNER: 

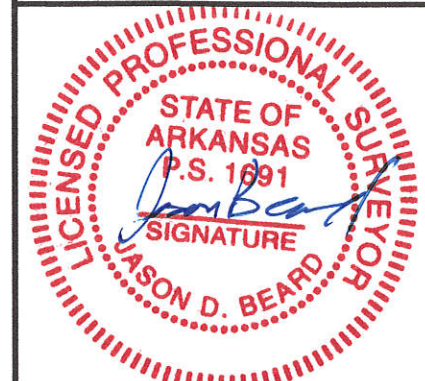
**REZONING MAP**

CLIENT:  
CLIENTNAME

COMPANY INFO:  
2916 WOOD STREET  
JONESBORO, AR 72404  
PH: 1-870-203-9939  
WWW.TRALANENG.COM



**NOT A BOUNDARY SURVEY**



**DRAWING INFO**

DRAWN BY:	JDB	SCALE:	1" = 40'
DATE:	3/4/2015	JOB NO.:	15-036

15-036  
REZONING MAP

SHEET NUMBER:

**1** of **1**



*City of Jonesboro City Council*  
**Staff Report – RZ 15-05: 3905 Hill Drive**  
 Municipal Center - 300 S. Church St.  
*For Consideration by the City Council on April 21, 2015*

**REQUEST:** To consider a rezoning of the land containing 1.55 acres more or less.

**PURPOSE:** A request to consider recommendation to Council for a rezoning from “R-1” Single Family Residential District to “RM-8” Residential Multi-family/Duplexes, as approved by the MAPC unanimously (See Record of Proceedings).

**APPLICANT/  
OWNER:** **Eric Burch**, 4309 Annadale Cr, Jonesboro AR

**LOCATION:** 3905 Hill Drive, Jonesboro, AR

**SITE  
DESCRIPTION:** **Tract Size: 1.55 Acres/67,583.89 sq. ft.**  
**Street Frontage (feet):** 349 ft.  
**Topography:** Primarily Flat Topography  
**Existing Development:** Vacant

<b>SURROUNDING</b>	<b><u>ZONE</u></b>	<b><u>LAND USE</u></b>
<b>CONDITIONS:</b>	North: R-1	Single Family Residential
	South: R-1/R-2	Single Family/Multifamily Apartments
	East: R-2	Single Family/Multifamily Apartments
	West: R-1	Single Family Residential

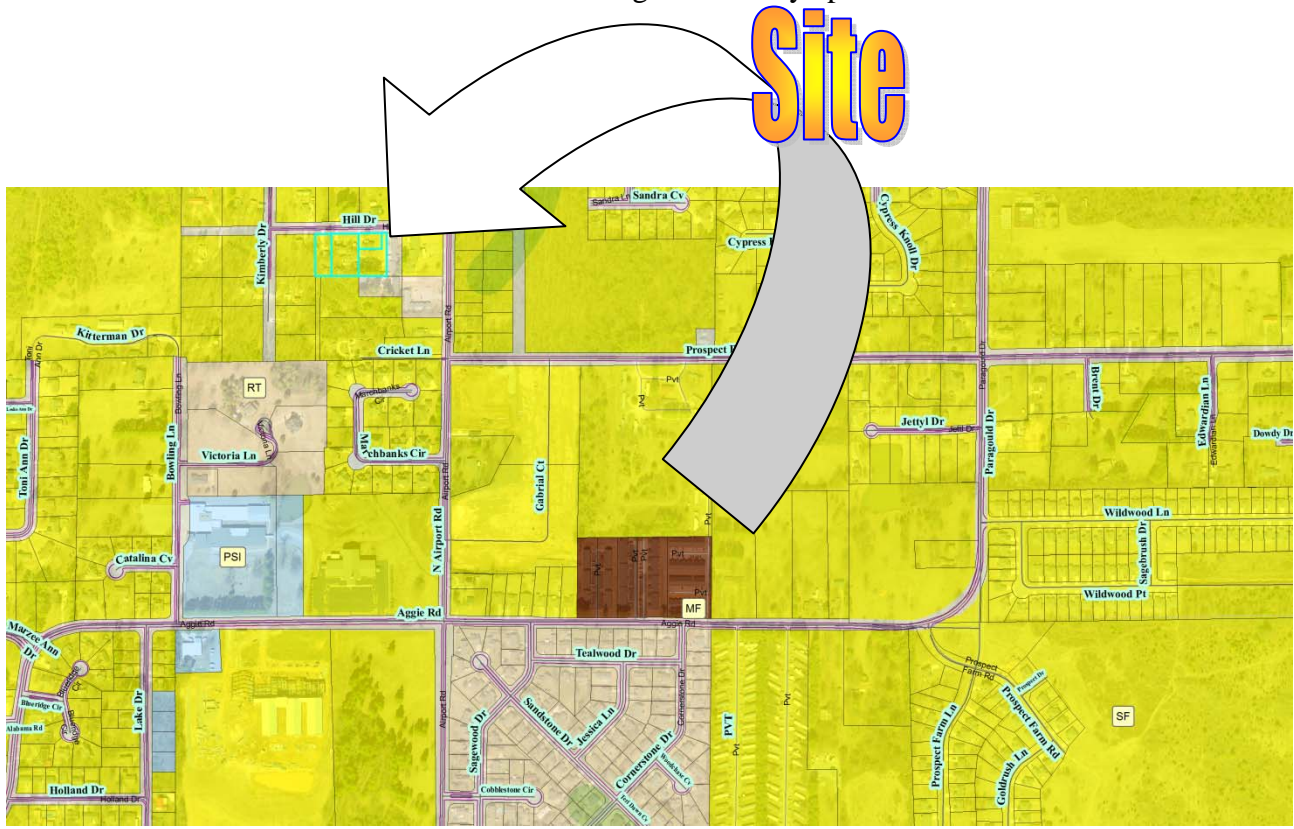
**HISTORY:** On July 01, 2014, the City Council condemned the property located at 3905 Hill Drive, Manufactured Homes 1 thru 11 and Shed were condemned. Nonconforming use was available until February 1, 2015.

**ZONING ANALYSIS**

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

## COMPREHENSIVE PLAN FUTURE LAND USE MAP

The Current/Adopted Land Use Map recommends this location as Single Family Low Density. The proposed rezoning, RM-8 while inconsistent, is comparable as lower intensity duplexes, with Residential Transition next door to the east having low density apartment units.










Adopted Future Land Use Map

### Master Street Plan/Transportation

The subject property is served by N. Airport Rd. on the Master Street plan. Hill Drive is classified as a local street, requiring a 60 ft. right-of-way.

### 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:

Criteria	Explanations and Findings	Comply Y/N
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map	The proposed RM-8 Residential Multifamily rezoning is not consistent with the Adopted Land Use Plan; the Land Use Map recommends this location as Single Family Low Density Area.	
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	Consistency would be achieved if rezoned as low density.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	Compatibility would be achieved if rezoned as low density.	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;	Land was used previously as a mobile home park, it is more suitable for low density housing.	
(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;	This site and use should not be a detriment to the area given the fact that the density level is comparable to that of an R-1 Single Family density level.	
(f) Length of time the subject property has remained vacant as zoned, as well as its zoning at the time of purchase by the applicant; and	Property has been vacant since late 2014, after the non-conformancy for Mobile Home Use expired, the property reverted back to Single Family Residential use on February 1, 2015.	
(g) Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, and emergency medical services	Minimal and comparable impact should be realized with the existing R-1 and R-2 Zoning or lower density RM- Multi-family Districts.	



*Vicinity/Zoning Map*

**Staff Findings/Applicant’s Purpose:**

The area is zoned R-1 Single Family Residential and R-2 Residential Multi-Family District. The Current Adopted Land Use Plan, shows this area as Single Family Residential Density.

The intensity of this proposed development comprises of *a maximum of 12 units (8 units per acre/1.55 acres), under the proposed RM-8 District*. The applicant notes that the density level of the proposed property would be consistent with the existing area due to adjacent properties being zoned R-2 Residential Multi-Family Districts.

In the application, the owner states the proposed rezoning would have no adverse impact on any adjacent property owners or on the residents of the neighborhood developments in the area. It is also stated that there would be no adverse impact on utilities, streets, drainage or emergency services such as fire, police and medical services, as all services are sufficient to handle the anticipated future development. These findings are based on the comparable levels of intensity with the R-1, noted above.

***Chapter 117 Zoning Ordinance Defines RM-8 as follows:*** Residential Multifamily Classification, RM-8, requires eight units per net acre, includes all forms of units, duplexes, triplexes, quads, and higher.

**Residential multifamily classification RM-8 requires:**

**Lot Width:** 70ft. minimum lot width,

**Minimum Lot Area:** 7,260 sf. per dwelling unit,

**Front Setback:** 25ft., **Rear Setback:** 20ft., **Side Setback:** 10ft.

The City of Jonesboro Zoning Resolution Minimum Dimension Requirements for the RM, Multi-family Districts is listed below:

Minimum Dimension Requirements for Residential Districts  
Bulk Dimensional Requirements

<i>Zoning Classification</i>	<i>Minimum Lot Width (in feet)</i>	<i>Minimum Lot Area</i>	<i>Front Setback (in feet)</i>	<i>Rear Setback (in feet)</i>	<i>Side Setback (in feet)</i>
AG	240	5 acre	30	30	10 each
RS-1	120	43,560 s.f.	40	30	25 each
RS-2	100	21,780 s.f.	35	25	15 each
RS-3	80	14,520 s.f.	30	25	10 each
RS-4	80	10,890 s.f.	25	25	7.5 each
RS-5	70	8,712 s.f.	25	20	7.5 each
RS-6	65	7,260 s.f.	20	20	15 combined (min. 10 on one side)
RS-7	50	6,222 s.f.	20	20	7.5 each
RS-8	50	5,445 s.f.	15	15	7.5 each
R-MH	NS	NS	NS	NS	NS
RM-4	50	10,890 s.f. per dwelling unit	20	15	7.5 each
RM-6	60	7,260 s.f. per dwelling unit	20	15	10.0 each
RM-8	70	5,445 s.f. per dwelling unit	25	20	10.0
RM-12	80	3,630 s.f. per dwelling unit	25	20	15.0

**Zoning Code/Density Overview:**

As mentioned in project site history, this land has been utilized as a non-conforming mobile home park that unfortunately led to condemnation and neighborhood decline. The City Jonesboro Code Enforcement Department administered the process for condemnation due to unlivable, unsightly and deplorable conditions (see Page 9). The Mobile Home Park was condemned approximately nine (9) months ago by Council in July of 2014. The proposed rezoning offers better housing accommodations and enhances the existing neighborhood by providing a much better residential inventory. Staff feels that the current proposal is an upgrade from the Mobile Home Community, while still remaining fairly low intense.

**Landscaping and Screening:**

The compatibility standards of this section are intended to protect low density residential uses and neighborhoods from the adverse impacts sometimes associated with high density residential uses and nonresidential development. The standards are intended to mitigate the effects of uses with operating and structural characteristics that are vastly different than those associated with single-family and duplex uses.

*Chapter 117 Zoning Ordinances* requires all multifamily developments of five unites or more and all commercial development shall be required to provide at least one tree and three five-gallon shrubs per unit within the development. Landscaping required pursuant to this section shall be installed between the property line and the required street setback areas. These requirements, as well as, requirements for parking lot landscaping, dumpster screening, landscape material standards, installation, maintenance and replacement, and alternative compliance shall be met. Prior to approval fencing and landscape buffering

requirements must be adhered to as well, if proposed project meets all of the above, staff recommends project be approved.

**Departmental/Agency Reviews:**

The following departments and agencies were contacted for review and comments.

<b>Department/Agency</b>	<b>Reports/ Comments</b>	<b>Status</b>
<b>Engineering</b>	No problems with the proposal, MSP is local requiring 60' ROW.	
<b>Streets/Sanitation</b>	Reported not issues with request.	
<b>Police</b>	No issues were reported	
<b>Fire Department</b>	Reviewed and reported no issues.	
<b>MPO</b>	No issues or concerns from a regional perspective.	
<b>Jets</b>	No problems noted.	
<b>Utility Companies</b>	Final plat must reflect existing CWL utilities easements on the subject site.	
<b>Nettleton School District Superintendent</b>	Given notice to review, no comments received to-date	

**Limited Use Overlay Districts (L.U.-O.):**

Within Chapter 117, Section 117-140, L.U.-O. districts may be applied in combination with any base zoning district. The designation may be requested by an applicant or proposed by the planning commission or city council during their consideration of a rezoning request.

By providing for flexible use of property development standards tailored to individual projects or specific properties, the LU-O district is intended to:

- a. Ensure compatibility among incompatible or potentially incompatible land uses;
- b. Ease the transition from one zoning district to another;
- c. Address sites or land uses with special requirements; and
- d. Guide development in unusual situations or unique circumstances.

When accompanied by a rezoning request from the property owner, the LU-O district can be used to restrict the use and property development standards of an underlying base zoning district, as applied to specific parcels of land. All LU-O requirements are in addition to, and supplement all other applicable standards and requirements of the underlying zoning district. Restrictions and conditions imposed by an LU-O district are limited to the following:

- a. Prohibiting otherwise permitted or conditional uses and accessory uses or making a permitted use a conditional use;
- b. Decreasing the number or density of dwelling units that may be constructed on the site;
- c. Limiting the size of nonresidential buildings that may be placed on a site;
- d. Increasing minimum lot size or lot width;
- e. Increasing minimum yard and setback requirements; and
- f. Restricting access to abutting properties and nearby roads.



To provide for any conditions with any recommendation of approval to Council, Staff suggested that the applicant agrees to a Limited Use Overlay approach to this rezoning, to insure compatibility is achieved and maintained in this situation.

### **MAPC Record of Proceedings, Public Hearing Held on April 14, 2015**

**Applicant:** Mr. Michael Boggs, Tralan Engineering, appeared on behalf of the applicant/owner Eric Burch, stating the purpose for the request (RM-8), and noting that previously there were 11 mobile homes that were condemned on this property, and also one house on it. They have been removed and we are looking to redevelop this property.

**Staff:** Mr. Otis Spriggs gave staff comments. The 2011 resolution by council, condemning the mobile home park and dilapidated structures on the property was referenced. He added that photographs are included in the report, illustrating Code Enforcement's coverage of the appearance at that time. The former mobile home park was under a non-conforming use status (R-1 Zoning), of which one year to rebuild/replace was granted; however, they elected not to replace with new mobile homes, and would like the property rezoned to the RM-8 rezoning for low density 12 apartment units/doors maximum (six duplexes or 4 triplexes, for example).

Mr. Spriggs reference the Land Use Plan which recommends single family for the property under the 2010 adopted Land Use Map. Although not consistent with the Land Use Plan, staff points out that the former use of the property and the current adjacency of other apartment units (R-2) to the west, deems the request comparable.

He added that the Master Street Plan recommends Hill Dr. to be a local street, requiring 60' right of way which is depicted on the proposed rezoning plat. If approved the applicant will be held to the requirements of the RM-8 District, once a final site plan is submitted. Staff is recommending that perimeter buffering be implemented where single family residential is to remain.

The various departments reported no major impacts on the general surrounding area, being that the proposed use will not be any more intense than what was previously there, and it would be an improvement to the general area on Hill Drive. The five (5) conditions were read, and Mr. Spriggs noted that CWL reported in the pre-development meeting that the rezoning plat does not reflect utility easements currently existing on site. He suggested adding the condition that: *Prior to any redevelopment, the applicant agrees to file a final plat reflecting existing CWL utilities easements on the subject site.*

**Public Comments/Opposition:** *None Present.*

**Mr. Reece:** Noted that he is in total agreement with the situation, but asked what did *higher density mean on the Agenda heading.* Staff pointed out that the phrase reflects the definition of "RM-8" zoning, and typically this district allows only 8 units per acre, which is considered low intense, having four-plex units or lower.

### **Commission Action:**

*Motion was made by Mr. Reece to recommend approval of this rezoning, based on the fact that it is an improvement to the area, with the noted 6 conditions, Motion seconded by Mr. Cooper.*

**Roll Call Vote- 8-0 Approval:** Mr. Scurlock- Aye; Mr. Bailey- Aye; Mr. Hoelscher- Aye, Mr. Kelton- Aye; Mr. Perkins- Aye; Mr. Reece- Aye; Mr. Cooper- Aye. **Absent** was Mrs. Shrantz; Mr. Roberts was Chair.

**Conclusion:**

The MAPC and the Planning Department Staff find that the requested Zone Change submitted for the subject parcel, should be evaluated based on the above observations and criteria listed in Case RZ 15-05, a request to rezone property from “R-1”to“RM-8”, and the request is recommended to City Council for approval with conditions including the following:

1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the MAPC, prior to any redevelopment of the property.
3. The applicant/successors agree to comply with the Master Street Plan recommendation for Hill Dr. upon any future redevelopment of the site.
4. The applicant agrees that screening and buffering shall be provided along the property lines of the property that abuts single family homes.
5. The property shall be redeveloped under the “RM-8”standards and guidelines with a maximum of 12 apartment units.
6. Prior to any redevelopment, the applicant agrees to file a final plat reflecting existing CWL utilities easements on the subject site.

Respectfully Submitted for Council Consideration,



Otis T. Spriggs, AICP  
Planning & Zoning Director

# Site Photographs



Looking across the street from property.



View looking at property (before trailers were moved).



View looking East from property.



View looking West from property.



View looking at property (trailers removed)



View looking directly across the street from property.



View looking due West at the back of property.



View looking due West at East of property.



View looking Southeast from East side of property.



View looking due East from West side of property.

# Previous Mobile Home Park Photos



photo taken: 02/12/2014 - 100\_4332.JPG



photo taken: 02/12/2014 - 100\_4333.JPG



photo taken: 02/12/2014 - 100\_4320.JPG



photo taken: 02/12/2014 - 100\_4321.JPG



photo taken: 02/12/2014 - 100\_4334.JPG



photo taken: 02/12/2014 - 100\_4335.JPG



photo taken: 02/12/2014 - 100\_4322.JPG



photo taken: 02/12/2014 - 100\_4323.JPG



photo taken: 02/12/2014 - 100\_4336.JPG



photo taken: 02/12/2014 - 100\_4337.JPG



photo taken: 02/12/2014 - 100\_4324.JPG



photo taken: 02/12/2014 - 100\_4325.JPG



photo taken: 02/12/2014 - 100\_4326.JPG



photo taken: 02/12/2014 - 100\_4327.JPG



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photo taken: 02/12/2014 - 100\_4329.JPG



photo taken: 02/12/2014 - 100\_4330.JPG



photo taken: 02/12/2014 - 100\_4331.JPG





## Legislation Details (With Text)

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**File #:** ORD-15:027    **Version:** 1    **Name:** Rezoning at 7310 E. Highland Drive  
**Type:** Ordinance    **Status:** Third Reading  
**File created:** 4/30/2015    **In control:** City Council  
**On agenda:**    **Final action:**

**Title:** AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 AND I-2 TO C-3 LUO FOR PROPERTY LOCATED AT 7310 EAST HIGHLAND DRIVE AS REQUESTED BY TINA COOTS

**Sponsors:**

**Indexes:** Rezoning

**Code sections:**

**Attachments:** [Plat](#)  
[MAPC Report](#)

Date	Ver.	Action By	Action	Result
5/5/2015	1	City Council		

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES  
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 FOR PROPERTY LOCATED AT 7310 E. HIGHLAND DR., AS FOLLOWS:

FROM: Residential, R-1 & I-2 Industrial  
TO: C-3, L.U.O., GENERAL COMMERCIAL

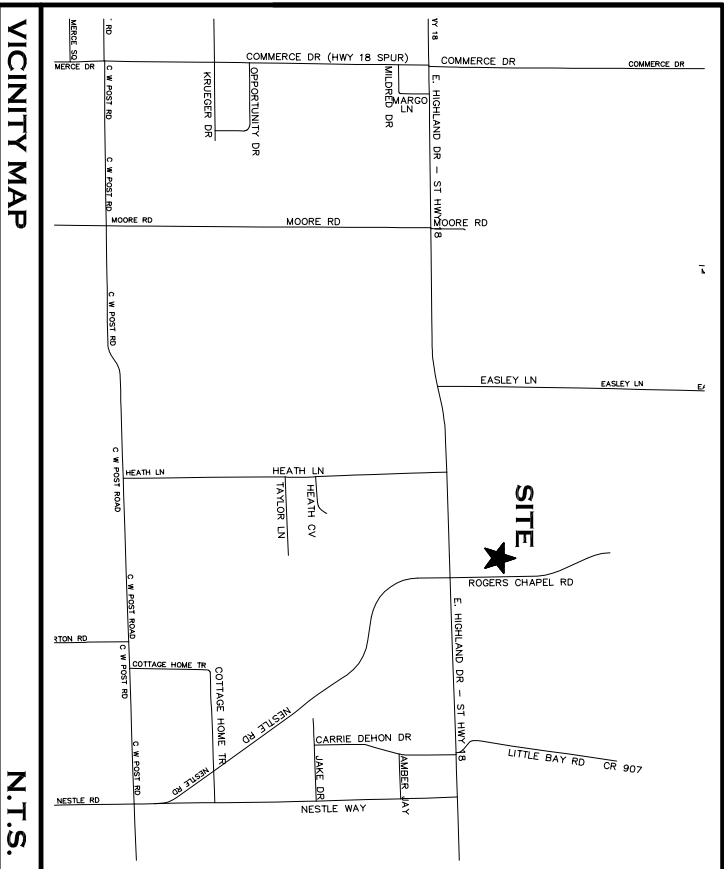
THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

Part of the West half of the Southwest Quarter of Section 19, Township 14 North, Range 5 East, and being more particularly described as follows: from the Northeast corner of said West half, run S01°05'12"E a distance of 2497.41 ft. to a point along the North right-of-way of Arkansas Highway No. 18; thence along said right-of-way run S88°09'03"W a distance of 304.39 ft. to a point; thence run S87°33'12"W a distance of 704.02 ft. to the point of intersect with the West right-of-way of Rogers Chapel Road, said point being the POINT OF BEGINNING; thence S87°33'13"W a distance of 255.10 ft. to a point; thence run S00°26'33"E a distance of 54.17 ft. to a point; thence run S88°13'24"W a distance of 44.74 ft. to a point; thence leaving said Arkansas Highway No. 18 right-of-way run N00°23'22"W a distance of 1260.03 ft. to a point; thence run N88°13'02"E a distance of 284.51 ft. to a point along the West right-of-way of Rogers Chapel Rd.; thence along said right-of-way run S01°06'59"E a distance of 1202.64 ft. to the POINT OF BEGINNING, containing 8.13 acres, and being subject to any easements of record.

SECTION 2: THE REZONING OF THIS PROPERTY SHALL ADHERE TO THE FOLLOWING STIPULATIONS:

1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the MAPC, prior to any redevelopment of the property.
3. The applicant/successors agree to comply with the Master Street Plan recommendation for Highland Dr. & Rogers Chapel Road upon any future redevelopment of the site.
4. The property shall be redeveloped under the "C-3" General Commercial standards and site access codes and guidelines.
5. Prior to any redevelopment, the applicant agrees to file a final plat reflecting existing CWL utilities easements on the subject site.
6. The following uses should be prohibited as a part of a Limited Use, if agreed by the applicant:
  - A) Animal Care, General
  - B) Adult Entertainment
  - C) Off-Premises Sign



**LEGAL DESCRIPTION:**

Part of the West half of the Southwest Quarter of Section 19, Township 14 North, Range 5 East, and being more particularly described as follows: from the Northeast corner of said West half, run S01°05'12"E a distance of 2497.41 ft. to a point along the North right-of-way of Arkansas Highway No. 18; thence along said right-of-way run S88°09'03"W a distance of 304.39 ft. to a point; thence run S87°33'12"W a distance of 704.02 ft. to the point of intersect with the West right-of-way of Rogers Chapel Road, said point being the POINT OF BEGINNING; thence S87°33'13"W a distance of 255.10 ft. to a point; thence run S00°26'33"E a distance of 54.17 ft. to a point; thence run S88°13'24"W a distance of 44.74 ft. to a point; thence leaving said Arkansas Highway No. 18 right-of-way run N00°23'22"W a distance of 414.69 ft. to a point; thence run N88°53'01"E a distance of 295.14 ft. to a point along the West right-of-way of Rogers Chapel Rd.; thence along said right-of-way run S01°06'59"E a distance of 354.06 ft. to the POINT OF BEGINNING, containing 2.50 acres, and being subject to any easements of record.

**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.

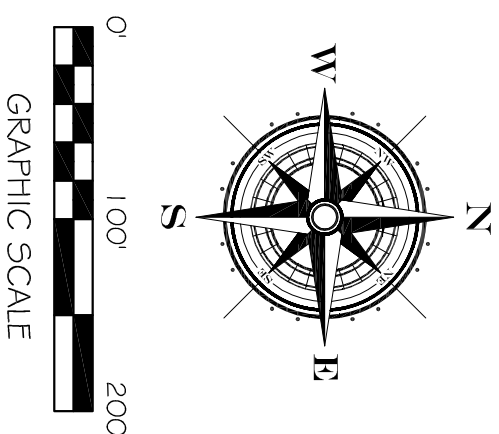
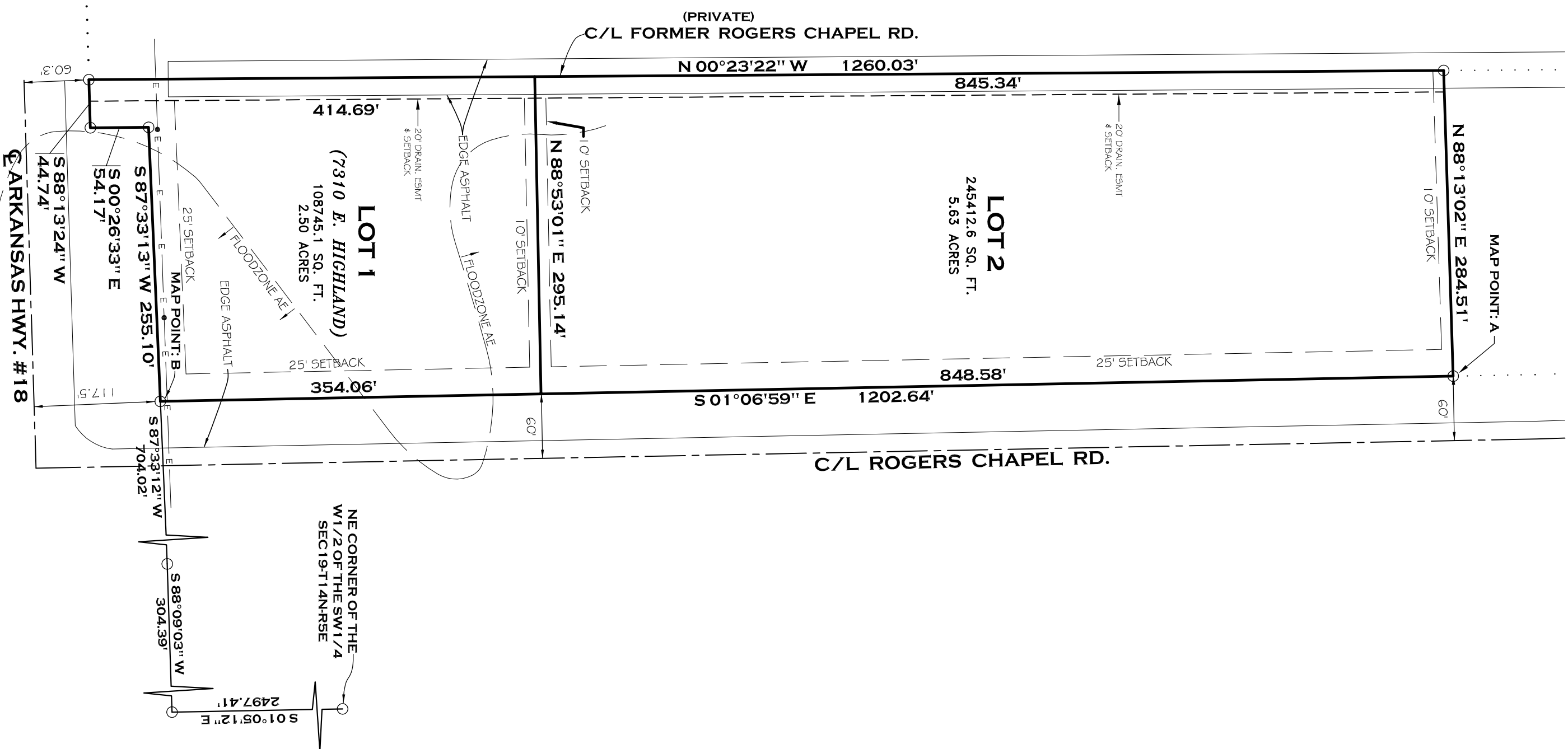
**CERTIFICATE OF OWNERSHIP:**

We hereby certify that we are the owners of the property shown and described hereon, that we adopt the plan of subdivision and dedicate perpetual use of all streets and easements as noted.

*Tina Coots*  
TINA COOTS

**NOTES:**

- 1) ALL BEARINGS ARE BASED ON ARKANSAS NORTH STATE PLANE COORDINATE SYSTEM.
- 2) THE CLOSURE PRECISION OF THE PLAT IS IN EXCESS OF 1" IN 500,000.
- 3) THE RESEARCH COMPLETED FOR THIS SURVEY INCLUDES LEGAL DESCRIPTION PROVIDED.
- 4) ALL CORNER MONUMENTS SET ARE 1/2" REBAR, UNLESS OTHERWISE NOTED ON THE PLAT.
- 5) FLOOD PLAIN: A PORTION OF THIS TRACT DOES LIE WITHIN THE 100-YR FLOOD PLAIN PER FLOOD INSURANCE RATE MAP OF CRAIGHEAD CO., AR, AND INCORPORATED AREAS, COMMUNITY PLAN NO. 0503100151 C, DATED 09/27/91.
- 6) ZONING: R-1 and I-2
- 7) ARKANSAS STATE PLANE COORDINATE MAP POINTS
  - A) N:545947.80 E:1728434.28
  - B) N:544745.40 E:1728457.71



**SON - TINA  
ROGERS CHAPEL  
MINOR PLAT**  
JONESBORO, ARKANSAS

**MINOR PLAT  
FOR  
TINA COOTS**

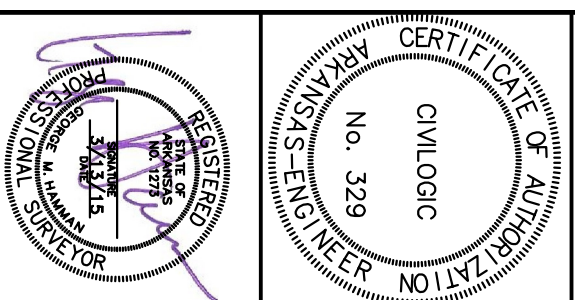
ENGINEERS PLANNERS SURVEYORS



203 Southwest Dr., Jonesboro, AR--(870)932-7880--www.civilogic.net

Drawn By: DB		Checked by: GH	
Date 04-03-15	Scale 1"=100'	Job No. 115005	Sheet No. 1 of 1
Section 19	Township 14N	Range 05E	County CRAIGHEAD
ONLY COPIES WITH VIOLET COLORED SIGNATURE ARE ORIGINAL CIVILOGIC COPIES			

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JOB NO.: 115005  
SHEET NUMBER  
1 of 1



*City of Jonesboro City Council*  
**Staff Report – RZ 15-07: 7310 E. Highland Dr.**  
 Municipal Center - 300 S. Church St.  
*For Consideration by the Council on May 5, 2015*

**REQUEST:** To consider a rezoning of the land containing 8.13 acres more or less.

**PURPOSE:** A request to rezone property from “R-1” & “I-2” to “C-3” L.U.O., General Commercial and make recommendation to City Council for approval.

**APPLICANT/  
OWNER:** Tina Coots, 7310 E. Highland Dr., Jonesboro AR

**LOCATION:** 7310 E. Highland Dr., Jonesboro, AR

**SITE DESCRIPTION:** **Tract Size:** 8.13 Acres/354,157.7 sq. ft. (*R-1 Dist.: 1.47 Ac./I-2 Dist.: 6.66 Ac.*)  
**Street Frontage (feet):** 299.84 - E. Highland Dr., 1,202.64 ft. Roger’s Chapel  
**Topography:** Primarily Flat Topography  
**Existing Development:** Vacant, last used as agricultural.

<b>SURROUNDING</b>	<b><u>ZONE</u></b>	<b><u>LAND USE</u></b>
<b>CONDITIONS:</b>	North: I-2	Agricultural
	South: C-3	Agricultural
	East: I-2/R-1	Agricultural
	West: I-2/R-1	Agricultural

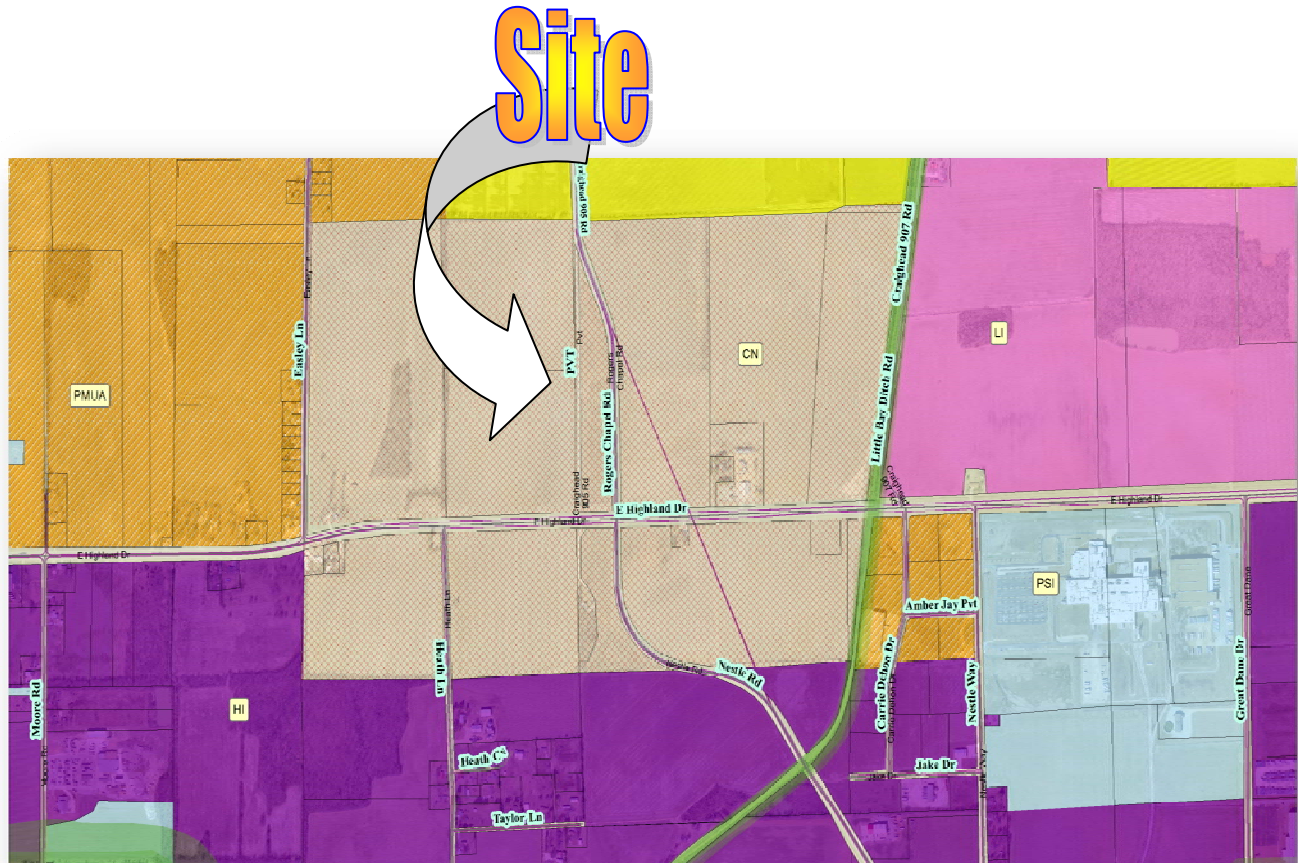
**HISTORY:** Site Area resulted from a realignment of Rogers Chapel/CR 905 Rd. in the past.

## ZONING ANALYSIS

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

### COMPREHENSIVE PLAN FUTURE LAND USE MAP

The Current/Adopted Land Use Map recommends this location as a Commercial Node; therefore the request for General Commercial is consistent with the adopted Land Use Map. The un-adopted Land Use Plan recommends this property as High Intense Commercial Node, in which it will also be consistent, if approved.



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### Adopted Future Land Use Map

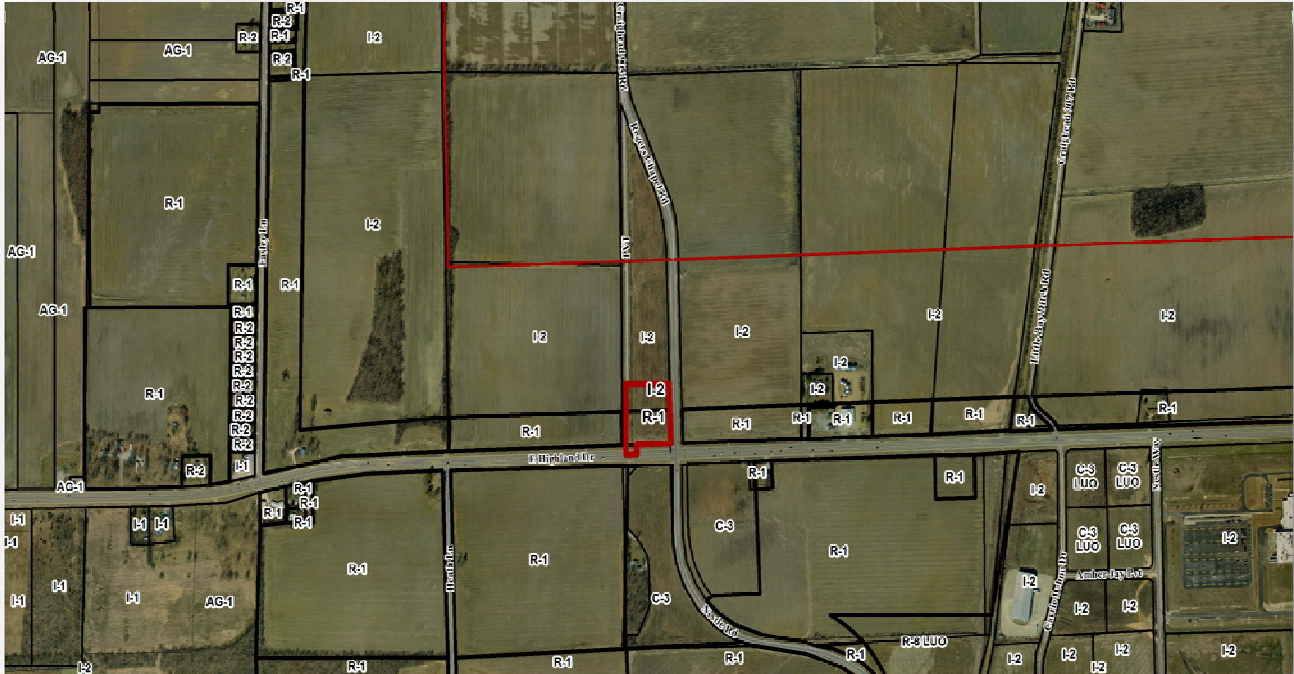
#### Master Street Plan/Transportation

The subject property is served by E. Highland Ave., Highway 18, a major Arterial, and Rogers Chapel which is local along the property frontage. A major expressway bypasses the subject site on the Master Street plan.

#### 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:

Criteria	Explanations and Findings	Comply Y/N
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map	The proposed rezoning as C-3 General Commercial District is consistent with the Adopted (Commercial Node) and proposed Land Use Plan (High Intense Commercial Node).	
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	Consistency would be achieved if rezoned.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	Compatibility would be achieved if rezoned.	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;	Land is not suitable for residential uses.	
(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;	Not detrimental to nearby property. Existing Major Arterials should support any proposed commercial uses with proper access management. Final Site plans should be subject to MAPC approval.	
(f) Length of time the subject property has remained vacant as zoned, as well as its zoning at the time of purchase by the applicant; and	Property has remained vacant and used for agricultural over the years.	
(g) 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	Existing Major Arterials should support any proposed commercial uses with proper access management. Final Site plans should be subject to MAPC approval.	



*Vicinity/Zoning Map*

**Departmental/Agency Reviews:**

The following departments and agencies were contacted for review and comments.

Department/Agency	Reports/ Comments	Status
Engineering	Attended pre-meeting, had no objections.	
Streets/Sanitation	No objections reported.	
Police	No objections reported.	
Fire Department	Reported no objections to this rezoning.	
MPO	Attended pre-meeting, had no objections.	
Jets	No objections reported.	
Utility Companies	Requested that utility easement to the West be preserved.	

**MAPC Record of Proceedings: Public Hearing held on April 28, 2015**

**Applicant:** Tina Coots, Owner, appeared before the Commission stating the nature of the rezoning request to change the property from R-1/I-2 to C-3 General Commercial.

**Staff:**

**Mr. Spriggs** gave a summary of the Staff Report findings noting consistency with the Land Use Plan and Master Street Plan (Highland Ave/Hwy. 18- Major Arterial) for the proposed 8.13 acres. He noted that the property current zoning resulted from a previous annexation which rezoned the front

300+ feet as R-1 Single Family. The property is highlighted and recommended as a Commercial node on the Current and Proposed Land Use Plans.

**Mr. Spriggs:** Staff concerns include coordination of good access management to be subject as part of a site plan review in the future, due to it being at a major intersection (180 driveway separation from a signalized intersection). No major impacts were noted. During the pre-meeting no departments reported any objections to the petition other than City Water Light, who requested maintenance of the existing utility easement (a condition is noted.) along the west property line.

**Mr. Spriggs** referred to the allowable use table (C-3 General Commercial) within this report which outlines permitted uses, and listed 3 uses to be possibly exclude: Adult entertainment, Billboard advertisement and Animal Care uses. Provisions for concurrence with changing the request to a Limited Use Overlay, were discussed with a Ms. Coots, who agreed and stated that she had no issues with the conditions listed, which were read for the record.

**Public Input:** None Present

**Commission Action:**

*Motion was made by Mr. Scurlock to place Rezoning Case RZ15-07 on the floor for consideration, a rezoning from R-1 Single Family Residential and I-2 Heavy Industrial to "C-3" L.U.O., General Commercial, Limited Use Overlay as presented to be located on the subject property; and we, the MAPC recommend approval to Council and find that the rezoning is consistent with the Planning Area and Land Use Plan recommendations. This approval is contingent upon the satisfaction of the noted conditions. Motion was seconded by Mr. Perkins.*

**Roll Call Vote- 6-0 Approval: Mr. Scurlock- Aye; Mr. Perkins-Aye; Mr. Reece- Aye; Mrs. Schrantz- Aye; Mr. Cooper- Aye; Mr. Bailey- Aye;  
**Absent** were **Mr. Kelton and Mr. Hoelscher;**  
**Mr. Lonnie Roberts, Jr.** was **Chair.****

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**Staff Findings/Applicant's Purpose:**

The applicant is not proposing any particular use on the subject property currently, but hopes to market the property for commercial purposes. The applicant states that the property is not conducive for manufacturing/industrial uses. The applicant notes also that this land is not typical for a residential setting. The R-1 Zoning resulted from past annexations in which it was formerly customarily to zoned annexed property for residential initially.



The City of Jonesboro Zoning Resolution Table of Minimum Dimension Requirements for the C-3 General Commercial Districts is copied below:

Dimension Requirements Commercial and Industrial Districts

<i>Dimension</i>	<i>CR-1</i>	<i>C-4</i>	<b>C-3</b>	<i>C-2</i>	<i>C-1</i>	<i>I-1</i>	<i>I-1</i>
<i>Minimum lot size</i>							
Single-family (sq. ft.)	6,500	NP	NP	6,000	NS	NP	NP
Duplex (sq. ft.)	7,200	NP	NP	7,200	NS	NP	NP
Multifamily (area/family)	NP	NP	NP	3,600	NS	NP	NP
Nonresidential uses (sq. ft.)	6,500	6,500	6,500	6,500	NS	6,500	10,000
Minimum lot width (all uses)	50'	50'	50'	50'	25'	50'	100'
Minimum lot depth (all uses)	100'	100'	<b>100'</b>	100'	NS	100'	100'
<i>Street setback</i>							
Residential uses	25'	NP	NP	25'	NS	25'	NP
Nonresidential uses	25'	25'	25'	25'	NS	25'	100'
<i>Interior side setback</i>							
Residential uses	7.5'	10'	NP	10'	NS	10'	NP
Nonresidential uses	10'	10'	10'	10'	NS	10'	25'
<i>Rear setback</i>							
Residential uses	20'	20'	NP	20'	NS	20'	NP
Nonresidential uses	20'	20'	20'	20'	NS	20'	25'
Maximum lot coverage (all uses)	50%	50%	60%	50%	100%	60%	60%
Percent of total lot area (building floor area)	20	20	NS	20	NS	NS	NS

Note.

NP = Not permitted.

NS = No standard.

**Zoning compliance/ Other Zoning Code Analysis:**

The applicant has requested a rezoning to a “C-3”, General Commercial District. The following are the bulk dimensions for C-3 General Commercial.

List of Commercial Uses	C-3 General Commercial	List of Commercial Uses	C-3 General Commercial
<i>Civic and commercial uses</i>		<i>Civic and commercial uses</i>	
Animal care, general	Permitted	Nursing home	Permitted
Animal care, limited	Permitted	Office, general	Permitted
Auditorium or stadium	Conditional	Parking lot, commercial	Permitted
Automated teller machine	Permitted	Parks and recreation	Permitted
Bank or financial institution	Permitted	Pawn shops	Permitted
Bed and breakfast	Permitted	Post office	Permitted
Carwash	Permitted	Recreation/entertainment, indoor	Permitted
Cemetery	Permitted	Recreation/entertainment, outdoor	Permitted
Church	Permitted	Recreational vehicle park	Permitted
College or university	Permitted	Restaurant, fast-food	Permitted
Communication tower	Conditional	Restaurant, general	Permitted
		Retail/service	Permitted
Convenience store	Permitted	Safety services	Permitted
Day care, limited (family home)	Permitted	School, elementary, middle and high	Permitted
Day care, general	Permitted	Service station	Permitted
Entertainment, adult	Conditional	Sign, off-premises*	Permitted
Funeral home	Permitted	Utility, major	Conditional
Golf course	Permitted	Utility, minor	Permitted
Government service	Permitted	Vehicle and equipment sales	Permitted
Hospital	Permitted	Vehicle repair, general	Permitted
Hotel or motel	Permitted	Vehicle repair, limited	Permitted
Library	Permitted	Vocational school	Permitted
Medical service/office	Permitted	Warehouse, residential (mini) storage	Conditional
Museum	Permitted	<i>Industrial, manufacturing and extractive uses</i>	
<i>Agricultural uses</i>		Freight terminal	Conditional
Agriculture, animal	Conditional	Research services	Conditional
Agriculture, farmers market	Permitted		

**The rezoning of this property should adhere to the following considerations for the uses:**

1.) *The following uses should be prohibited as a part of a Limited Use, (agreed on by the applicant):*

- A) Animal Care, General
- B) Adult Entertainment
- C) Off-Premises Sign

**Limited Use Overlay Districts (L.U.-O.):**

Within Chapter 117, Section 117-140, L.U.O. district may be applied in combination with any base zoning district. The designation may be requested by an applicant or proposed by the Planning Commission or City Council during their consideration of a rezoning request. Note that the submitted application is not for a Limited Use Overlay.

By providing for flexible use of property development standards tailored to individual projects or specific properties, the LU-O district is intended to:

- a. Ensure compatibility among incompatible or potentially incompatible land uses;
- b. Ease the transition from one zoning district to another;
- c. Address sites or land uses with special requirements; and
- d. Guide development in unusual situations or unique circumstances.

When accompanied by a rezoning request from the property owner, the LUO district can be used to restrict the use and property development standards of an underlying base zoning district, as applied to specific parcels of land. All LUO requirements are in addition to, and supplement all other applicable standards and requirements of the underlying zoning district. Restrictions and conditions imposed by an LUO district are limited to the following:

- a. Prohibiting otherwise permitted or conditional uses and accessory uses or making a permitted use a conditional use;
- b. Decreasing the number or density of dwelling units that may be constructed on the site;
- c. Limiting the size of nonresidential buildings that may be placed on a site;
- d. Increasing minimum lot size or lot width;
- e. Increasing minimum yard and setback requirements; and
- f. Restricting access to abutting properties and nearby roads.

To provide for any conditions with any recommendation of approval to Council, Staff suggested that the applicant agrees to a Limited Use Overlay approach to this rezoning, to insure compatibility is achieved and maintained in this situation, the owner agreed and modified the request to an L.U.O.

**Access Management Issues:**

**Sec. 117-327. - Corner visibility.**

On corner lots at intersecting two-way streets, nothing shall be erected, placed, planted, or allowed to grow in such a manner as to materially impede vision between a height of two feet and eight feet above curb grade within the triangular area formed by an imaginary line that follows street side property lines, and a line connecting them, 25 feet from their point of intersection. This sight triangle standard may be increased by the city in those instances deemed necessary for promoting traffic safety, and may be lessened at intersections involving one-way streets.

**Sec. 117-325. - Driveways and access; multifamily and nonresidential.**

The following standards shall apply to all driveways providing access to multifamily or nonresidential uses.

(1) *General standards.*

- a. Access to property shall be allowed only by way of driveways, and no other portion of the lot frontage shall be used for ingress or egress. Continuous curb cuts are prohibited.
- b. Driveway design shall be such that minimization of interference with through street traffic is achieved, and shall be subject to approval of the city engineer. The types of vehicles that a

driveway is intended to serve shall be a prime factor in determining the acceptable radii of driveways.

- c. Provisions for circulation between adjacent parcels should be provided through coordinated or joint parking system.

(2) *Driveway spacing.*

- a. *Arterial streets.* Direct access to any arterial street shall be limited to the following restrictions:

- 1. *Spacing from signalized intersections.* All driveways providing access to arterial streets shall be constructed so that the point of tangency of the curb return radius closest to a signalized or stop sign-controlled intersection is at least 120 feet from the perpendicular curb face of the intersecting street. In the event that this standard cannot be met because of an unusually narrow or shallow lot size, the city engineer may approve a reduction in spacing as long as the reduction does not result in an unsafe traffic condition.
- 2. *Spacing from other, non-signalized, access points.* All driveways providing access to arterial streets shall be constructed so that the point of tangency of the curb return radius closest to any non-signalized street or driveway intersection is at least 80 feet from the perpendicular curb face of the intersecting street or driveway. In the event that this standard cannot be met because of an unusually narrow or shallow lot size, the city engineer may approve a reduction in spacing as long as the reduction does not result in an unsafe traffic condition.

- b. *Collector streets.* Direct access to collector streets shall be regulated in accordance with the following standards:

- 1. *Spacing from signalized intersections.* All driveways providing access to collector streets shall be constructed so that the point of tangency of the curb return radius closest to a signalized or stop sign-controlled intersection is at least 120 feet from the perpendicular curb face of an intersecting arterial street and 80 feet from the perpendicular curb face of an intersecting collector or local street. In the event that this standard cannot be met because of an unusually narrow or shallow lot size, the city engineer may approve a reduction in spacing as long as the reduction does not result in an unsafe traffic condition.
- 2. *Spacing from other, non-signalized, access points.* All driveways providing access to collector streets shall be constructed so that the point of tangency of the curb return radius closest to a non-signalized street or driveway intersection is at least 80 feet from the perpendicular curb face of the intersecting street or driveway. In the event that this standard cannot be met because of an unusually narrow or shallow lot size, the city engineer may approve a reduction in spacing as long as the reduction does not result in an unsafe traffic condition.

- c. *Driveways per parcel.*

- 1. At least one driveway shall be permitted for any lot. Shared driveways shall be recommended for lots that have less than 150 feet of frontage.
- 2. Driveways shall be located a minimum of 20 feet from the side property lines. A separation of 40 feet is required between the driveways on one lot and the driveways on the adjacent lots. Driveways on the same lot shall be no closer than 50 feet to each other.
- 3. Driveways on corner lots shall be located as far away from the intersection as possible. In no case shall a driveway be installed closer than five feet to the beginning of the curb radius.

- d. *Ingress/egress driveway width.* The width of the driveway throat shall not exceed 40 feet in width. Driveway lanes shall be a minimum of 13 feet in width and shall not have more than three lanes in one entrance/exit.

***Conditions listed below are necessary to assure a site plan be brought before the MAPC prior to any redevelopment of this site in concurrence with the zoning resolution sections aforementioned.***

**Conclusion:**

The MPAC and the Planning Department Staff find that the requested Zone Change submitted for the subject parcel, should be evaluated based on the above observations and criteria listed in Case RZ 15-07, a request to rezone property from “R-1” & “I-2” to “C-3”, L.U.O. (Revised), General Commercial, and the request is hereby recommended to City Council for approval with conditions including the following:

1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the MAPC, prior to any redevelopment of the property.
3. The applicant/successors agree to comply with the Master Street Plan recommendation for Highland Dr. & Rogers Chapel Road upon any future redevelopment of the site.
4. The property shall be redeveloped under the “C-3” General Commercial standards and site access codes and guidelines.
5. Prior to any redevelopment, the applicant agrees to file a final plat reflecting existing CWL utilities easements on the subject site.
6. The following uses should be prohibited as a part of a Limited Use, if agreed by the applicant:
  - A) Animal Care, General
  - B) Adult Entertainment
  - C) Off-Premises Sign

Respectfully Submitted for Council Consideration,



Otis T. Spriggs, AICP  
Planning & Zoning Director

# Site Photographs



View looking from Intersection of Rogers Chapel and E. Highland towards the NW



View looking East on Highway 18/E. Highland from Intersection



View looking North on Rogers Chapel towards Intersection



View looking South on Rogers Chapel, Site on Right



View looking Southeast from East side of property



View looking South on Rogers Chapel





# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Legislation Details (With Text)

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**File #:** COM-15:031    **Version:** 1    **Name:** Airport financial statement for April 30, 2015  
**Type:** Other Communications    **Status:** To Be Introduced  
**File created:** 5/12/2015    **In control:** City Council  
**On agenda:**    **Final action:**  
**Title:** Jonesboro Airport Commission financial statement for April 30, 2015  
**Sponsors:** Municipal Airport Commission  
**Indexes:** Airport financial statements  
**Code sections:**  
**Attachments:** [Financial Statement](#)

Date	Ver.	Action By	Action	Result
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Jonesboro Airport Commission financial statement for April 30, 2015

**Jonesboro Airport Commission  
Financial Statements  
For the Four Months Ended April 30, 2015 and 2014**

Orr, Lamb & Fegtly, PLC  
PO Box 1796  
Jonesboro, AR 72403

Accountant's Compilation Report

Jonesboro Airport Commission  
Jonesboro, Arkansas

We have compiled the accompanying statement of assets, liabilities, and equity-modified cash basis of Jonesboro Airport Commission as of April 30, 2015, and the related statement of revenues and expenses-modified cash basis for the one month and 4 Months ended April 30, 2015 and 2014. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with the modified cash basis of accounting.

Management is responsible for the preparation and fair presentation of financial statements in accordance with the modified cash basis of accounting and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are not material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared on the modified cash basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Commission's assets, liabilities, equity, revenue and expenses. Accordingly, these financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to Jonesboro Airport Commission.

Orr, Lamb & Fegtly, PLC  
Certified Public Accountants

May 7, 2015

**Jonesboro Airport Commission  
Statement of Assets, Liabilities, and Equity  
Modified Cash Basis  
April 30, 2015**

**ASSETS**

**CURRENT ASSETS**

Cash - Centennial Bank	\$ 654,202.61	
Cash-Centennial Bank-Project Acct	<u>164.67</u>	
<b>Total Current Assets</b>		<b>\$ 654,367.28</b>

**PROPERTY AND EQUIPMENT**

**OTHER ASSETS**

Rice Growers Stock	\$ <u>928.25</u>	
<b>Total Other Assets</b>		<b><u>928.25</u></b>
<b>TOTAL ASSETS</b>		<b><u><u>\$ 655,295.53</u></u></b>

See accountants' compilation report.

**Jonesboro Airport Commission**  
**Statement of Assets, Liabilities, and Equity**  
**Modified Cash Basis**  
**April 30, 2015**

**LIABILITIES AND EQUITY**

**CURRENT LIABILITIES**

Fica Taxes Payable	\$ 761.04
FWH Taxes Payable	456.44
SWH Taxes Payable	241.15
State Unemployment Payable	<u>61.57</u>

**Total Current Liabilities** \$ 1,520.20

**EQUITY**

Beg Retained Earnings	\$ 615,606.88
YTD Net Income(Loss)	<u>38,168.45</u>

**Total Equity** 653,775.33

**TOTAL LIABILITIES & EQUITY** \$ 655,295.53

See accountants' compilation report.

**Jonesboro Airport Commission**  
**Statement of Revenues & Expenses-Modified Cash Basis**  
**For the 1 Month and 4 Months Ended April 30, 2015 and 2014**

	1 Month Ended <u>April 30, 2015</u>		1 Month Ended <u>April 30, 2014</u>		4 Months Ended <u>April 30, 2015</u>		4 Months Ended <u>April 30, 2014</u>	
		%		%		%		%
<b>Revenues</b>								
Grant Revenue-City of Jonesboro	\$ 0.00	0.00	\$ 0.00	0.00	\$ 70,000.00	18.68	\$ 70,000.00	44.77
Grant Revenue-Federal & State	2,028.61	6.28	0.00	0.00	178,447.01	47.62	0.00	0.00
Construction Reimbursements- no	0.00	0.00	0.00	0.00	11,250.00	3.00	0.00	0.00
T-Hanger Lease #2/#3	0.00	0.00	0.00	0.00	0.00	0.00	6,000.00	3.84
Hanger Revenue - FBO	15,745.00	48.78	15,745.00	58.54	62,980.00	16.81	35,067.91	22.43
Revenue-Sharp Aviation	2,105.80	6.52	2,035.00	7.57	8,423.20	2.25	8,140.00	5.21
Revenue-Gate Card Fees	1,500.00	4.65	900.00	3.35	3,450.00	0.92	3,400.00	2.17
T Hanger Leases	0.00	0.00	0.00	0.00	0.00	0.00	6,000.00	3.84
Fuel Flowage	5,840.25	18.09	3,158.48	11.74	20,942.25	5.59	10,616.96	6.79
HANGER-FOWLER FOODS	858.78	2.66	858.78	3.19	3,435.12	0.92	3,435.12	2.20
HANGER-LANDRY	0.00	0.00	0.00	0.00	0.00	0.00	300.00	0.19
HANGER-Pinnacle Operating Corp	1,600.00	4.96	1,600.00	5.95	6,400.00	1.71	6,400.00	4.09
HANGER-Goldeneye	0.00	0.00	500.00	1.86	1,500.00	0.40	2,000.00	1.28
Auto Rental Agency & Land Lease	0.00	0.00	0.00	0.00	300.00	0.08	300.00	0.19
HANGER-HYTROL	0.00	0.00	0.00	0.00	300.00	0.08	300.00	0.19
HANGER-GOLDEN EYE	500.00	1.55	0.00	0.00	500.00	0.13	0.00	0.00
Terminal Building Leases-AIR CH	1,100.00	3.41	1,100.00	4.09	3,322.28	0.89	3,200.00	2.05
Other Income	1,000.00	3.10	1,000.00	3.72	3,454.43	0.92	1,200.00	0.77
<b>Total Revenues</b>	<u>32,278.44</u>	<u>100.00</u>	<u>26,897.26</u>	<u>100.00</u>	<u>374,704.29</u>	<u>100.0</u>	<u>156,359.99</u>	<u>100.0</u>
<b>Cost of Revenues</b>								
Grant Project Expenditures	0.00	0.00	0.00	0.00	256,459.06	68.44	0.00	0.00
Grounds	446.67	1.38	2,133.67	7.93	4,257.45	1.14	2,662.09	1.70
Hanger Expense-FBO	0.00	0.00	170.86	0.64	395.81	0.11	1,252.47	0.80
T-Hanger Expense	0.00	0.00	0.00	0.00	11.89	0.00	0.00	0.00
Terminal Building Expense-	745.97	2.31	764.79	2.84	17,373.26	4.64	7,237.88	4.63
Terminal Building Expense	0.00	0.00	0.00	0.00	405.34	0.11	375.21	0.24
Fire Rescue Building Expense	74.95	0.23	74.95	0.28	695.61	0.19	632.01	0.40
Sharp Aviation Expense	0.00	0.00	0.00	0.00	395.81	0.11	375.21	0.24
Old Terminal Bldg - CAP	67.97	0.21	0.00	0.00	160.62	0.04	0.00	0.00
<b>Total Cost of Revenues</b>	<u>1,335.56</u>	<u>4.14</u>	<u>3,144.27</u>	<u>11.69</u>	<u>280,154.85</u>	<u>74.77</u>	<u>12,534.87</u>	<u>8.02</u>
<b>Gross Profit</b>	<u>30,942.88</u>	<u>95.86</u>	<u>23,752.99</u>	<u>88.31</u>	<u>94,549.44</u>	<u>25.23</u>	<u>143,825.12</u>	<u>91.98</u>
<b>General &amp; Administrative Exp.</b>								
Advertising	0.00	0.00	0.00	0.00	0.00	0.00	110.72	0.07
Insurance	30,845.68	95.56	30,299.68	112.65	30,845.68	8.23	30,299.68	19.38
Insurance - Medical	1,564.74	4.85	515.87	1.92	3,173.04	0.85	3,092.12	1.98
Janitorial	0.00	0.00	0.00	0.00	0.00	0.00	650.00	0.42
Office Expense	0.00	0.00	0.00	0.00	0.00	0.00	128.76	0.08
Payroll Taxes	403.74	1.25	347.54	1.29	1,432.05	0.38	1,418.25	0.91
Postage	0.00	0.00	0.00	0.00	98.00	0.03	180.00	0.12
Rent Expense	0.00	0.00	0.00	0.00	92.00	0.02	0.00	0.00
Repairs/Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	95.75	0.06
Salaries - Manager	3,833.34	11.88	3,833.34	14.25	15,333.36	4.09	15,333.36	9.81
Salaries - Other	1,375.50	4.26	612.00	2.28	2,158.50	0.58	961.69	0.62
Supplies	31.89	0.10	49.43	0.18	170.45	0.05	49.43	0.03
Telephone	283.59	0.88	332.33	1.24	1,135.67	0.30	1,328.61	0.85
Meals/Entertainment	125.30	0.39	125.89	0.47	258.97	0.07	424.65	0.27

See accountants' compilation report.

**Jonesboro Airport Commission**  
**Statement of Revenues & Expenses-Modified Cash Basis**  
**For the 1 Month and 4 Months Ended April 30, 2015 and 2014**

	1 Month Ended <u>April 30, 2015</u>		1 Month Ended <u>April 30, 2014</u>		4 Months Ended <u>April 30, 2015</u>		4 Months Ended <u>April 30, 2014</u>	
		%		%		%		%
Utilities	0.00	0.00	0.00	0.00	0.00	0.00	165.84	0.11
Legal & Accounting	<u>740.00</u>	<u>2.29</u>	<u>1,427.00</u>	<u>5.31</u>	<u>2,315.00</u>	<u>0.62</u>	<u>4,672.00</u>	<u>2.99</u>
<b>Total G &amp; A Expenses</b>	<u>39,203.78</u>	<u>121.46</u>	<u>37,543.08</u>	<u>139.58</u>	<u>57,012.72</u>	<u>15.22</u>	<u>58,910.86</u>	<u>37.68</u>
<b>Revenues from Operations</b>	<u>(8,260.90)</u>	<u>(25.59)</u>	<u>(13,790.09)</u>	<u>(51.27)</u>	<u>37,536.72</u>	<u>10.02</u>	<u>84,914.26</u>	<u>54.31</u>
<b>Other Revenue (Expenses)</b>								
Interest Income	<u>162.77</u>	<u>0.50</u>	<u>140.71</u>	<u>0.52</u>	<u>631.73</u>	<u>0.17</u>	<u>540.20</u>	<u>0.35</u>
<b>Total Other Revenue (Exp.)</b>	<u>162.77</u>	<u>0.50</u>	<u>140.71</u>	<u>0.52</u>	<u>631.73</u>	<u>0.17</u>	<u>540.20</u>	<u>0.35</u>
<b>Net Earnings</b>	<u>\$ (8,098.13)</u>	<u>(25.09)</u>	<u>\$ (13,649.38)</u>	<u>(50.75)</u>	<u>\$ 38,168.45</u>	<u>10.19</u>	<u>\$ 85,454.46</u>	<u>54.65</u>

See accountants' compilation report.

**Jonesboro Airport Commission  
General Ledger**

Date	Reference T	Description	Beginning Balance	Current Amount	YTD Balance
	<b>1020</b>	<b>Cash - Centennial Bank</b>	662,069.39		
04/30/15	1	Cash Disbursements		(35,525.99)	
04/30/15	2	see journal entry		15,745.00	
04/30/15	2	see journal entry		858.78	
04/30/15	2	see journal entry		1,600.00	
04/30/15	2	see journal entry		2,500.00	
04/30/15	2	see journal entry		500.00	
04/30/15	2	see journal entry		2,105.80	
04/30/15	2	see journal entry		5,840.25	
04/30/15	2	see journal entry		162.76	
04/30/15	2	see journal entry		1,100.00	
04/30/15	2	see journal entry		(944.78)	
04/30/15	2	see journal entry		2,028.61	
04/30/15	P89	Payroll Journal Entry		(3,837.21)	
				<u>(7,866.78)</u>	<u>654,202.61</u>
	<b>1034</b>	<b>Cash-Centennial Bank-Project Acct</b>	164.66		
04/30/15	2	see journal entry		0.01	
				<u>0.01</u>	<u>164.67</u>
	<b>2530</b>	<b>Rice Growers Stock</b>	928.25		
				<u>0.00</u>	<u>928.25</u>
	<b>3040</b>	<b>Fica Taxes Payable</b>	(598.78)		
04/30/15	2	see journal entry		598.78	
04/30/15	P89	Payroll Journal Entry		(761.04)	
				<u>(162.26)</u>	<u>(761.04)</u>
	<b>3050</b>	<b>FWH Taxes Payable</b>	(346.00)		
04/30/15	2	see journal entry		346.00	
04/30/15	P89	Payroll Journal Entry		(456.44)	
				<u>(110.44)</u>	<u>(456.44)</u>
	<b>3060</b>	<b>SWH Taxes Payable</b>	(201.50)		
04/09/15	10056 V	Dept. of Finance & Administration 3/15		201.50	
04/30/15	P89	Payroll Journal Entry		(241.15)	
				<u>(39.65)</u>	<u>(241.15)</u>
	<b>3080</b>	<b>State Unemployment Payable</b>	(142.56)		
04/09/15	10057 V	Department of Workforce Services		104.21	
04/30/15	P89	Payroll Journal Entry		(23.22)	
				<u>80.99</u>	<u>(61.57)</u>
	<b>5030</b>	<b>Beg Retained Earnings</b>	(615,606.88)		
				<u>0.00</u>	<u>(615,606.88)</u>
	<b>6001</b>	<b>Grant Revenue-City of Jonesboro</b>	(70,000.00)		
				<u>0.00</u>	<u>(70,000.00)</u>
	<b>6002</b>	<b>Grant Revenue-Federal &amp; State</b>	(176,418.40)		
04/30/15	2	see journal entry		(2,028.61)	



**Jonesboro Airport Commission  
General Ledger**

<b>Date</b>	<b>Reference T</b>	<b>Description</b>	<b>Beginning Balance</b>	<b>Current Amount</b>	<b>YTD Balance</b>
		<b>6002 Grant Revenue-Federal &amp; State (cont.)</b>		<u>(2,028.61)</u>	<u>(178,447.01)</u>
		<b>6003 Construction Reimbursements- non gov't</b>	(11,250.00)	<u>0.00</u>	<u>(11,250.00)</u>
04/30/15	2	<b>6010 Hanger Revenue - FBO</b> see journal entry	(47,235.00)	<u>(15,745.00)</u> <u>(15,745.00)</u>	<u>(62,980.00)</u>
04/30/15	2	<b>6011 Revenue-Sharp Aviation</b> see journal entry	(6,317.40)	<u>(2,105.80)</u> <u>(2,105.80)</u>	<u>(8,423.20)</u>
04/30/15	2	<b>6012 Revenue-Gate Card Fees</b> see journal entry corr mar	(1,950.00)	<u>(1,500.00)</u> <u>(1,500.00)</u>	<u>(3,450.00)</u>
04/30/15	2	<b>6015 Fuel Flowage</b> see journal entry	(15,102.00)	<u>(5,840.25)</u> <u>(5,840.25)</u>	<u>(20,942.25)</u>
04/30/15	2	<b>6016 HANGER-FOWLER FOODS</b> see journal entry	(2,576.34)	<u>(858.78)</u> <u>(858.78)</u>	<u>(3,435.12)</u>
04/30/15	2	<b>6018 HANGER-Pinnacle Operating Corp.</b> see journal entry	(4,800.00)	<u>(1,600.00)</u> <u>(1,600.00)</u>	<u>(6,400.00)</u>
		<b>6019 HANGER-Goldeneye</b>	(1,500.00)	<u>0.00</u>	<u>(1,500.00)</u>
		<b>6020 Auto Rental Agency &amp; Land Lease</b>	(300.00)	<u>0.00</u>	<u>(300.00)</u>
		<b>6021 HANGER-HYTROL</b>	(300.00)	<u>0.00</u>	<u>(300.00)</u>
04/30/15	2	<b>6022 HANGER-GOLDEN EYE</b> see journal entry	0.00	<u>(500.00)</u> <u>(500.00)</u>	<u>(500.00)</u>
04/30/15	2	<b>6030 Terminal Building Leases-AIR CHOICE</b> see journal entry	(2,222.28)	<u>(1,100.00)</u> <u>(1,100.00)</u>	<u>(3,322.28)</u>

**Jonesboro Airport Commission  
General Ledger**

Date	Reference T	Description	Beginning Balance	Current Amount	YTD Balance
	<b>6060 Other Income</b>		(2,454.43)		
04/30/15	2	see journal entry		(1,000.00)	
				<u>(1,000.00)</u>	<u>(3,454.43)</u>
	<b>7005 Grant Project Expenditures</b>		256,459.06		
				<u>0.00</u>	<u>256,459.06</u>
	<b>7010 Grounds</b>		3,810.78		
04/21/15	10065 V	Jimmy Sanders, Inc. 175101034915		165.50	
04/21/15	10068 V	Quality Farm Supply		281.17	
				<u>446.67</u>	<u>4,257.45</u>
	<b>7030 Hanger Expense-FBO</b>		395.81		
				<u>0.00</u>	<u>395.81</u>
	<b>7035 T-Hanger Expense</b>		11.89		
				<u>0.00</u>	<u>11.89</u>
	<b>7040 Terminal Building Expense-</b>		16,627.29		
04/20/15	10063 V	Greg Moore 4/2015		650.00	
04/21/15	10069 V	Suddenlink		95.97	
				<u>745.97</u>	<u>17,373.26</u>
	<b>7041 Terminal Building Expense</b>		405.34		
				<u>0.00</u>	<u>405.34</u>
	<b>7051 Fire Rescue Building Expense</b>		620.66		
04/21/15	10070 V	Suddenlink		74.95	
				<u>74.95</u>	<u>695.61</u>
	<b>7052 Sharp Aviation Expense</b>		395.81		
				<u>0.00</u>	<u>395.81</u>
	<b>7053 Old Terminal Bldg - CAP</b>		92.65		
04/21/15	10066 V	Lowes Business Accounts		67.97	
				<u>67.97</u>	<u>160.62</u>
	<b>8100 Insurance</b>		0.00		
04/01/15	10050 V	Hollis & Burns Insurance 13597		23,861.00	
04/01/15	10051 V	Hollis & Burns Insurance 13599		312.00	
04/01/15	10052 V	Hollis & Burns Insurance 13598		3,085.68	
04/01/15	10055 V	Hollis & Burns Insurance 13582		3,587.00	
				<u>30,845.68</u>	<u>30,845.68</u>
	<b>8110 Insurance - Medical</b>		1,608.30		
04/01/15	10048 V	Arkansas Blue Cross Blue Shield 10856193		829.62	
04/01/15	10054 V	City of Jonesboro DENTAL		1,028.64	
04/30/15	P89	Payroll Journal Entry		(293.52)	
				<u>1,564.74</u>	<u>3,173.04</u>

**Jonesboro Airport Commission  
General Ledger**

<u>Date</u>	<u>Reference T</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Current Amount</u>	<u>YTD Balance</u>
	<b>8160 Payroll Taxes</b>		1,028.31		
04/30/15	P89	Payroll Journal Entry		403.74	
				<u>403.74</u>	<u>1,432.05</u>
	<b>8170 Postage</b>		98.00		
				<u>0.00</u>	<u>98.00</u>
	<b>8180 Rent Expense</b>		92.00		
				<u>0.00</u>	<u>92.00</u>
	<b>8200 Salaries - Manager</b>		11,500.02		
04/30/15	P89	Payroll Journal Entry		3,833.34	
				<u>3,833.34</u>	<u>15,333.36</u>
	<b>8210 Salaries - Other</b>		783.00		
04/30/15	P89	Payroll Journal Entry		1,375.50	
				<u>1,375.50</u>	<u>2,158.50</u>
	<b>8220 Supplies</b>		138.56		
04/21/15	10061 V	FEDEX OFFICE 480100006053		31.89	
				<u>31.89</u>	<u>170.45</u>
	<b>8240 Telephone</b>		852.08		
04/20/15	10058 V	AT & T		146.71	
04/21/15	10059 V	AT&T MOBILITY		136.88	
				<u>283.59</u>	<u>1,135.67</u>
	<b>8250 Meals/Entertainment</b>		133.67		
04/21/15	10064 V	Honey Baked Ham		125.30	
				<u>125.30</u>	<u>258.97</u>
	<b>8280 Legal &amp; Accounting</b>		1,575.00		
04/21/15	10060 V	Cahoon & Smith Law Office		450.00	
04/21/15	10067 V	Orr, Lamb & Fegtly		290.00	
				<u>740.00</u>	<u>2,315.00</u>
	<b>9010 Interest Income</b>		(468.96)		
04/30/15	2	see journal entry		(162.77)	
				<u>(162.77)</u>	<u>(631.73)</u>
Current Profit/(Loss)		<u>(8,098.13)</u>	YTD Profit/(Loss)		<u>38,168.45</u>
Number of Transactions		55			
			The General Ledger is in balance		<u>0.00</u>

**Jonesboro Airport Commission  
Transaction Listing**

Date	Reference	T	Account	Description	Amount	Reference Total
04/30/15	1		1020	Cash Disbursements	(35,525.99)	(35,525.99)
04/30/15	2		1020	see journal entry	15,745.00	
04/30/15	2		1020	see journal entry	858.78	
04/30/15	2		1020	see journal entry	1,600.00	
04/30/15	2		1020	see journal entry	2,500.00	
04/30/15	2		1020	see journal entry	500.00	
04/30/15	2		1020	see journal entry	2,105.80	
04/30/15	2		1020	see journal entry	5,840.25	
04/30/15	2		1020	see journal entry	162.76	
04/30/15	2		1020	see journal entry	1,100.00	
04/30/15	2		1020	see journal entry	(944.78)	
04/30/15	2		1020	see journal entry	2,028.61	
04/30/15	2		1034	see journal entry	0.01	
04/30/15	2		3040	see journal entry	598.78	
04/30/15	2		3050	see journal entry	346.00	
04/30/15	2		6002	see journal entry	(2,028.61)	
04/30/15	2		6010	see journal entry	(15,745.00)	
04/30/15	2		6011	see journal entry	(2,105.80)	
04/30/15	2		6012	see journal entry corr mar	(1,500.00)	
04/30/15	2		6015	see journal entry	(5,840.25)	
04/30/15	2		6016	see journal entry	(858.78)	
04/30/15	2		6018	see journal entry	(1,600.00)	
04/30/15	2		6022	see journal entry	(500.00)	
04/30/15	2		6030	see journal entry	(1,100.00)	
04/30/15	2		6060	see journal entry	(1,000.00)	
04/30/15	2		9010	see journal entry	(162.77)	
04/01/15	10048	V	8110	Arkansas Blue Cross Blue Shield 10856193	829.62	829.62
04/01/15	10050	V	8100	Hollis & Burns Insurance 13597	23,861.00	23,861.00
04/01/15	10051	V	8100	Hollis & Burns Insurance 13599	312.00	312.00
04/01/15	10052	V	8100	Hollis & Burns Insurance 13598	3,085.68	3,085.68
04/01/15	10054	V	8110	City of Jonesboro DENTAL	1,028.64	1,028.64
04/01/15	10055	V	8100	Hollis & Burns Insurance 13582	3,587.00	3,587.00
04/09/15	10056	V	3060	Dept. of Finance & Administration 3/15	201.50	201.50
04/09/15	10057	V	3080	Department of Workforce Services	104.21	104.21
04/20/15	10058	V	8240	AT & T	146.71	146.71
04/21/15	10059	V	8240	AT&T MOBILITY	136.88	136.88
04/21/15	10060	V	8280	Cahoon & Smith Law Office	450.00	450.00
04/21/15	10061	V	8220	FEDEX OFFICE 480100006053	31.89	31.89
04/20/15	10063	V	7040	Greg Moore 4/2015	650.00	650.00
04/21/15	10064	V	8250	Honey Baked Ham	125.30	125.30
04/21/15	10065	V	7010	Jimmy Sanders, Inc. 175101034915	165.50	165.50
04/21/15	10066	V	7053	Lowe's Business Accounts	67.97	67.97
04/21/15	10067	V	8280	Orr, Lamb & Fegtly	290.00	290.00
04/21/15	10068	V	7010	Quality Farm Supply	281.17	281.17
04/21/15	10069	V	7040	Suddenlink	95.97	95.97
04/21/15	10070	V	7051	Suddenlink	74.95	74.95
04/30/15	4301501		Payroll	Gibson, Lanny	731.71	
04/30/15	4301502		Payroll	McDonald, Ellis	386.97	
04/30/15	4301503		Payroll	JACKSON, GEORGE K	2,718.53	
04/30/15	P89		1020	Payroll Journal Entry	(3,837.21)	
04/30/15	P89		3040	Payroll Journal Entry	(761.04)	
04/30/15	P89		3050	Payroll Journal Entry	(456.44)	
04/30/15	P89		3060	Payroll Journal Entry	(241.15)	
04/30/15	P89		3080	Payroll Journal Entry	(23.22)	
04/30/15	P89		8110	Payroll Journal Entry	(293.52)	
04/30/15	P89		8160	Payroll Journal Entry	403.74	
04/30/15	P89		8200	Payroll Journal Entry	3,833.34	
04/30/15	P89		8210	Payroll Journal Entry	1,375.50	

**Jonesboro Airport Commission  
Transaction Listing**

<u>Date</u>	<u>Reference</u>	<u>T</u>	<u>Account</u>	<u>Description</u>	<u>Amount</u>	<u>Reference Total</u>
					Transaction Balance	<u>0.00</u>
Total Debits	<u>74,524.56</u>		Total Credits	<u>74,524.56</u>	A/C Hash Total	<u>280974.000</u>
Number of Transactions		58				

**Jonesboro Airport Commission  
Trial Balance**

Account	T	Account Description	1 Month Ended Apr 30, 2015	4 Months Ended Apr 30, 2015
1020	A	Cash - Centennial Bank	(7,866.78)	654,202.61
1034	A	Cash-Centennial Bank-Project Acct	0.01	164.67
2530	A	Rice Growers Stock	0.00	928.25
3040	L	Fica Taxes Payable	(162.26)	(761.04)
3050	L	FWH Taxes Payable	(110.44)	(456.44)
3060	L	SWH Taxes Payable	(39.65)	(241.15)
3080	L	State Unemployment Payable	80.99	(61.57)
5030	L	Beg Retained Earnings	0.00	(615,606.88)
6001	R	Grant Revenue-City of Jonesboro	0.00	(70,000.00)
6002	R	Grant Revenue-Federal & State	(2,028.61)	(178,447.01)
6003	R	Construction Reimbursements- non gov't	0.00	(11,250.00)
6010	R	Hanger Revenue - FBO	(15,745.00)	(62,980.00)
6011	R	Revenue-Sharp Aviation	(2,105.80)	(8,423.20)
6012	R	Revenue-Gate Card Fees	(1,500.00)	(3,450.00)
6015	R	Fuel Flowage	(5,840.25)	(20,942.25)
6016	R	HANGER-FOWLER FOODS	(858.78)	(3,435.12)
6018	R	HANGER-Pinnacle Operating Corp.	(1,600.00)	(6,400.00)
6019	R	HANGER-Goldeneye	0.00	(1,500.00)
6020	R	Auto Rental Agency & Land Lease	0.00	(300.00)
6021	R	HANGER-HYTROL	0.00	(300.00)
6022	R	HANGER-GOLDEN EYE	(500.00)	(500.00)
6030	R	Terminal Building Leases-AIR CHOICE	(1,100.00)	(3,322.28)
6060	R	Other Income	(1,000.00)	(3,454.43)
7005	E	Grant Project Expenditures	0.00	256,459.06
7010	E	Grounds	446.67	4,257.45
7030	E	Hanger Expense-FBO	0.00	395.81
7035	E	T-Hanger Expense	0.00	11.89
7040	E	Terminal Building Expense-	745.97	17,373.26
7041	E	Terminal Building Expense	0.00	405.34
7051	E	Fire Rescue Building Expense	74.95	695.61
7052	E	Sharp Aviation Expense	0.00	395.81
7053	E	Old Terminal Bldg - CAP	67.97	160.62
8100	E	Insurance	30,845.68	30,845.68
8110	E	Insurance - Medical	1,564.74	3,173.04
8160	E	Payroll Taxes	403.74	1,432.05
8170	E	Postage	0.00	98.00
8180	E	Rent Expense	0.00	92.00
8200	E	Salaries - Manager	3,833.34	15,333.36
8210	E	Salaries - Other	1,375.50	2,158.50
8220	E	Supplies	31.89	170.45
8240	E	Telephone	283.59	1,135.67
8250	E	Meals/Entertainment	125.30	258.97
8280	E	Legal & Accounting	740.00	2,315.00
9010	R	Interest Income	(162.77)	(631.73)
		Total	<u>0.00</u>	<u>0.00</u>
		Period Profit/(Loss)	<u>(8,098.13)</u>	<u>38,168.45</u>

**Jonesboro Airport Commission  
Payroll Journal**

Pay Description	Hours	Amount	Withholdings	Amount	Deduction Desc.	Amount
<b>5 - Ellis McDonald Check #4301502 04/30/15</b>						
Gross Pay #5	0.0000	558.00	FICA-SS W/H	34.60		
			FICA-Med W/H	8.09		
			Federal W/H	100.44		
			State W/H	27.90		
<b>TOTALS</b>	<u>0.0000</u>	<u>558.00</u>		<u>171.03</u>		<u>0.00</u>
Number of Periods: 1					<b>NET PAY:</b>	<b>386.97</b>
Company Expenses:		FICA-SS: 34.60	FICA-Med: 8.09	FUTA: 0.00		
		AR SUTA: 5.02				
<b>15 - Lanny Gibson Check #4301501 04/30/15</b>						
Gross Pay #5	0.0000	817.50	FICA-SS W/H	50.69		
			FICA-Med W/H	11.85		
			Federal W/H	10.00		
			State W/H	13.25		
<b>TOTALS</b>	<u>0.0000</u>	<u>817.50</u>		<u>85.79</u>		<u>0.00</u>
Number of Periods: 1					<b>NET PAY:</b>	<b>731.71</b>
Company Expenses:		FICA-SS: 50.69	FICA-Med: 11.85	FUTA: 0.00		
		AR SUTA: 7.36				
<b>16 - GEORGE K. JACKSON Check #4301503 04/30/15</b>						
Gross Pay #5	0.0000	3,833.34	FICA-SS W/H	223.11	Ins 125	234.72
			FICA-Med W/H	52.18	Insurance	58.80
			Federal W/H	346.00		
			State W/H	200.00		
<b>TOTALS</b>	<u>0.0000</u>	<u>3,833.34</u>		<u>821.29</u>		<u>293.52</u>
Number of Periods: 1					<b>NET PAY:</b>	<b>2,718.53</b>
Company Expenses:		FICA-SS: 223.11	FICA-Med: 52.18	FUTA: 0.00		
		AR SUTA: 10.84				

**Jonesboro Airport Commission  
Payroll Journal**

Pay Description	Hours	Amount	Withholdings	Amount	Deduction Desc.	Amount
<b>Company Totals</b>	<b>Number of Checks: 3</b>					
Gross Pay #5	0.0000	5,208.84	FICA-SS W/H	308.40	Ins 125	234.72
			FICA-Med W/H	72.12	Insurance	58.80
			Federal W/H	456.44		
			State W/H	241.15		
<b>TOTALS</b>	<u>0.0000</u>	<u>5,208.84</u>		<u>1,078.11</u>		<u>293.52</u>
					<b>NET PAY:</b>	<b>3,837.21</b>
Company Expenses:		FICA-SS: 308.40	FICA-Med: 72.12	FUTA: 0.00		
		AR SUTA: 23.22				



**Jonesboro Airport Commission  
Earnings Report**

Description	Month to Date		Quarter to Date		Year to Date	
	Hours	Amount	Hours	Amount	Hours	Amount
<b>5</b>	<b>McDonald, Ellis</b>					
Gross Pay #5	0.00	558.00	0.00	558.00	0.00	666.00
GROSS PAY	0.00	558.00	0.00	558.00	0.00	666.00
FICA-SS W/H		34.60		34.60		41.30
FICA-Med W/H		8.09		8.09		9.66
Federal W/H		100.44		100.44		119.88
State W/H		27.90		27.90		33.30
NET PAY		<u>386.97</u>		<u>386.97</u>		<u>461.86</u>
<b>15</b>	<b>Gibson, Lanny</b>					
Gross Pay #5	0.00	817.50	0.00	817.50	0.00	1,492.50
GROSS PAY	0.00	817.50	0.00	817.50	0.00	1,492.50
FICA-SS W/H		50.69		50.69		92.54
FICA-Med W/H		11.85		11.85		21.64
Federal W/H		10.00		10.00		10.00
State W/H		13.25		13.25		15.09
NET PAY		<u>731.71</u>		<u>731.71</u>		<u>1,353.23</u>
<b>16</b>	<b>JACKSON, GEORGE K</b>					
Gross Pay #5	0.00	3,833.34	0.00	3,833.34	0.00	15,333.36
GROSS PAY	0.00	3,833.34	0.00	3,833.34	0.00	15,333.36
FICA-SS W/H		223.11		223.11		892.44
FICA-Med W/H		52.18		52.18		208.72
Federal W/H		346.00		346.00		1,384.00
State W/H		200.00		200.00		800.00
Ins 125		234.72		234.72		938.88
Insurance		58.80		58.80		235.20
NET PAY		<u>2,718.53</u>		<u>2,718.53</u>		<u>10,874.12</u>

**Jonesboro Airport Commission  
Earnings Report**

Description	Month to Date		Quarter to Date		Year to Date	
	Hours	Amount	Hours	Amount	Hours	Amount
<b>Client Totals</b>	<b>Number of Employees: 3</b>					
Gross Pay #5	0.00	5,208.84	0.00	5,208.84	0.00	17,491.86
GROSS PAY	0.00	5,208.84	0.00	5,208.84	0.00	17,491.86
FICA-SS W/H		308.40		308.40		1,026.28
FICA-Med W/H		72.12		72.12		240.02
Federal W/H		456.44		456.44		1,513.88
State W/H		241.15		241.15		848.39
Ins 125		234.72		234.72		938.88
Insurance		58.80		58.80		235.20
NET PAY		<u>3,837.21</u>		<u>3,837.21</u>		<u>12,689.21</u>