



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Council Agenda City Council

Tuesday, April 15, 2014

5:30 PM

Municipal Center

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

City Council Chambers, Municipal Center

NOMINATING & RULES COMMITTEE SPECIAL CALLED MEETING AT 5:20 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-14:033 Presentation by Travis Brooks from the MPO Department on traffic and streets

Sponsors: Mayor's Office

COM-14:035 Presentation by Sadey Bowen to Miracle League

Sponsors: Mayor's Office

COM-14:036 Presentation by Michelle Cadle (Weiner Pig Roast) donation to Miracle League

Sponsors: Mayor's Office

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-14:035 Minutes for the City Council meeting on April 1, 2014

Attachments: [Minutes](#)

RES-14:022 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO CONTRACT WITH HAYWOOD, KENWARD, BARE & ASSOCIATES, INC. TO PROVIDE LAND SURVEY SERVICES FOR THE PLSS REMONUMENTATION PROJECT

Sponsors: Engineering

Attachments: [2014 Agreement](#)

Legislative History

4/1/14 Public Works Council Recommended to Council
Committee

RES-14:028 A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER
MANAGEMENT FACILITIES FOR VALLEY VIEW MANOR SUBDIVISION, A
RESIDENTIAL SUBDIVISION

Sponsors: Engineering

Attachments: [Maintenance Agreement](#)
[Plat](#)

Legislative History

4/1/14 Public Works Council Recommended to Council
Committee

RES-14:029 AN RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS REQUESTING FREE
UTILITIES AT 1506 N. CHURCH STREET FOR THE CITY OF JONESBORO.

Sponsors: Building Maintenance

Legislative History

4/1/14 Public Works Council Recommended to Council
Committee

RES-14:035 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS REQUESTING FREE
UTILITIES AT 508 FRONT STREET FOR THE CITY OF JONESBORO

Sponsors: Building Maintenance

Legislative History

4/1/14 Public Works Council Recommended to Council
Committee

6. NEW BUSINESS

COM-14:039 Request to set a public hearing to review the application by Elvis Burks to establish a
taxicab service

Attachments: [Request Letter](#)
[Business License Application](#)

ORDINANCES ON FIRST READING

ORD-14:021 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING
ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM AG-1
TO C-3 LU FOR PROPERTY LOCATED AT 2005 & 2009 MARGO LAND AND 2008 &
2010 COMMERCE DRIVE AS REQUESTED BY KENNETH BURK/JEFFERY
JOHNSON/RICKIE SUMMERS/LORRIE BEASON

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

ORD-14:022 AN ORDINANCE AMENDING ORDINANCE 3221 AND CALLING A SPECIAL ELECTION IN THE CITY OF JONESBORO, ARKANSAS, ON THE QUESTION OF REMOVING THE RESTRICTION ON SPENDING ONE HALF (1/2) OF THE CURRENT SALES AND USE TAX, FROM CAPITAL IMPROVEMENT OF A PUBLIC NATURE AND DIRECTING IT FOR GENERAL OPERATING PURPOSES, PRESCRIBING OTHER MATTERS PERTAINING THERETO; AND DECLARING AN EMERGENCY

Sponsors: Mayor's Office

EMERGENCY CLAUSE

7. UNFINISHED BUSINESS

8. MAYOR'S REPORTS

9. CITY COUNCIL REPORTS

10. PUBLIC COMMENTS

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

11. ADJOURNMENT



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: COM-14:033 **Version:** 1 **Name:** Presentation by Travis Brooks
Type: Other Communications **Status:** To Be Introduced
File created: 3/20/2014 **In control:** City Council
On agenda: 4/15/2014 **Final action:**
Title: Presentation by Travis Brooks from the MPO Department on traffic and streets
Sponsors: Mayor's Office
Indexes: Presentations
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Presentation by Travis Brooks from the MPO Department on traffic and streets



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: COM-14:035 **Version:** 1 **Name:** Presentation by Sadey Bowen
Type: Other Communications **Status:** To Be Introduced
File created: 3/21/2014 **In control:** City Council
On agenda: 4/15/2014 **Final action:**
Title: Presentation by Sadey Bowen to Miracle League
Sponsors: Mayor's Office
Indexes: Presentations
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Presentation by Sadey Bowen to Miracle League



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: COM-14:036 **Version:** 1 **Name:** Presentation by Michelle Cadle
Type: Other Communications **Status:** To Be Introduced
File created: 3/21/2014 **In control:** City Council
On agenda: 4/15/2014 **Final action:**
Title: Presentation by Michelle Cadle (Weiner Pig Roast) donation to Miracle League
Sponsors: Mayor's Office
Indexes: Presentations
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Presentation by Michelle Cadle (Weiner Pig Roast) donation to Miracle League



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-14:035 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 4/10/2014 **In control:** City Council
On agenda: **Final action:**
Title: Minutes for the City Council meeting on April 1, 2014
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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Minutes for the City Council meeting on April 1, 2014



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes City Council

Tuesday, April 1, 2014

5:30 PM

Municipal Center

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

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 10 - Darrel Dover; Ann Williams; Charles Frierson; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Rennell Woods and Charles Coleman

Absent 1 - Chris Moore

4. SPECIAL PRESENTATIONS

Presentation to Destiny Quinn, Miss Greater Jonesboro

Mayor Perrin presented Ms. Quinn with a Key to the City. She will be representing Jonesboro in Hot Springs in the Miss Arkansas Pageant.

COM-14:026 Presentation by Rachel Edwards to Mayor Perrin for Miracle League

Sponsors: Mayor's Office

Ms. Edwards was not present at the Council meeting.

This item was Read.

COM-14:034 Proclamation by the Mayor to the Jonesboro High School Boys Basketball State Champions

Sponsors: Mayor's Office

This item was Read.

COM-14:037 Representative John Hutchison will present a check to Mayor Perrin for Miracle League and the Nettleton Avenue Community Center (Old YMCA)

Sponsors: Mayor's Office

Rep. Hutchison stated it was his pleasure to donate the check for the Miracle League and the old YMCA facility. Mayor Perrin added Rep. Hutchison donated over \$40,000 for the Miracle League and \$6,400 for architectural services for the old YMCA facility

renovation. He thanked Rep. Hutchison for his donation.

This item was Read.

COM-14:027 Presentation by Jessica Swindle and Wendy Tyler to Mayor Perrin for Miracle League

Sponsors: Mayor's Office

Softball Coordinator Sharon Turman explained Ms. Swindle had an online bake sale that raised \$4,700 in one week for the Miracle League. She noted one child, Cooper Tyler, baked a dozen cupcakes and they were sold for \$200. Cooper gave each Council member a cupcake.

This item was Read.

5. CONSENT AGENDA

Approval of the Consent Agenda

A motion was made by Councilman Chris Gibson, seconded by Councilman John Street, to Approve the Consent Agenda. The motioned PASSED

Aye: 10 - Darrel Dover; Ann Williams; Charles Frierson; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Rennell Woods and Charles Coleman

Absent: 1 - Chris Moore

MIN-14:028 Minutes for the City Council meeting on March 18, 2014

Attachments: [Minutes](#)

This item was PASSED on the consent agenda.

RES-14:016 A RESOLUTION TO AMEND THE CITY SALARY & ADMINISTRATION PLAN FOR THE CITY OF JONESBORO TO ADD TRAFFIC SIGNAL TECHNICIAN II POSITION IN THE ENGINEERING DEPARTMENT

Sponsors: Engineering

Attachments: [Traffic Signal Tech II](#)

This item was PASSED on the consent agenda.

RES-14:023 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE CITY OF JONESBORO TO PERFORM DIRT WORK ON ST. BERNARDS PROPERTY.

Sponsors: Finance

This item was PASSED on the consent agenda.

RES-14:033 RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE DEPARTMENT OF PARKS AND TOURISM FOR THE FY 2013 OUTDOOR RECREATION GRANT PROGRAM

Sponsors: Grants

Attachments: [Grant Agreement.pdf](#)

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

RES-14:034 A RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO SUBMIT THE FY 2014 CDBG ACTION PLAN TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Sponsors: Grants

Attachments: [2014 Action Plan - 3.18.2014.pdf](#)

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

6. NEW BUSINESS

7. UNFINISHED BUSINESS

ORDINANCES ON SECOND READING

ORD-14:013 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM C-5 AND R-2 TO CR-1 FOR PROPERTY LOCATED AT 2904 & 2906 STALLINGS LANE AS REQUESTED BY HERB & SHARON STALLINGS

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

Councilman Street asked if there were any objections from the neighborhood residents. Mayor Perrin answered no, there was none in attendance.

Councilman Street motioned, seconded by Councilman Coleman, to suspend the rules and waive the third reading. 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: 10 - Darrel Dover; Ann Williams; Charles Frierson; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Rennell Woods and Charles Coleman

Absent: 1 - Chris Moore

ORDINANCES ON THIRD READING

ORD-14:012 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM AG-1 TO C-3 L.U. FOR PROPERTY LOCATED AT 2001 MARGO LANE AS REQUESTED BY JACK ELAM

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

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

Aye: 10 - Darrel Dover;Ann Williams;Charles Frierson;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods and Charles Coleman

Absent: 1 - Chris Moore

ORD-14:014 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO I-1 LUO FOR PROPERTY LOCATED ON BRIAR LANE AS REQUESTED BY HERMAN ALSTON

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

Councilman Street questioned whether there was any opposition to the rezoning. City Planner Otis Spriggs answered no.

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

Aye: 10 - Darrel Dover;Ann Williams;Charles Frierson;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods and Charles Coleman

Absent: 1 - Chris Moore

8. MAYOR'S REPORTS

Mayor Perrin reported on the following items:

They have closed on the Patrick Street property. When the weather clears, they will start demolition on the property in order to widen Patrick Street.

They have presented the Council members with the 2013 year-end financial reports. They will be presenting the Council with a cleanup ordinance.

The city received a grant from Rep. Copenhaver. The city will match the funds with the grant. They are currently trying to identify the 16 most active traffic lights in the city to put cameras on. They will be installing devices in fire trucks in order to allow them to change the intersection lights when needed.

Next week, he will be going to Washington, D.C. on the annual Chamber of Commerce trip along with Grants Administrator Heather Clements and Chief Financial Officer Ben Barylske. Several meetings have already been set up with agencies the city receives grants from. They met with the Highway Department today to discuss issues they will speak with the legislators about in D.C.

9. CITY COUNCIL REPORTS

Councilman Street motioned, seconded by Councilman Gibson, to suspend the rules and place ORD-14:020 on the agenda. All voted aye.

ORD-14:020 AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND PURCHASE 10 X 7 BOX CULVERT FOR THE CLINTON SCHOOL ROAD CULVERT REPLACEMENT PROJECT AND DECLARING AN EMERGENCY DUE TO LIMITED PRODUCTION OF THIS SIZE BOX CULVERT

Sponsors: Engineering

Councilman Dover offered the ordinance for first reading by title only.

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

After passage of the ordinance, Councilman Johnson motioned, seconded by Councilman Gibson, to adopt the emergency clause. All voted aye.

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

Aye: 10 - Darrel Dover; Ann Williams; Charles Frierson; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Rennell Woods and Charles Coleman

Absent: 1 - Chris Moore

Councilman Woods thanked JETS Coordinator Steve Ewart, Councilman Coleman, Councilman Coleman and Mayor Perrin for arranging it so JETS buses can be used for after school programs. He has received a lot of feedback. They are hoping to schedule a youth tour at the Municipal Center in April.

10. PUBLIC COMMENTS

11. ADJOURNMENT

A motion was made by Councilman Chris Gibson, seconded by Councilman Mitch Johnson, that this meeting be Adjourned . The motion PASSED with the following vote.

Aye: 10 - Darrel Dover; Ann Williams; Charles Frierson; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Rennell Woods and Charles Coleman

Absent: 1 - Chris Moore



Legislation Details (With Text)

File #:	RES-14:022	Version:	1	Name:	Contract with Haywood, Kenward, Bare & Assoc. for land survey services
Type:	Resolution	Status:			Recommended to Council
File created:	3/5/2014	In control:			Public Works Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO CONTRACT WITH HAYWOOD, KENWARD, BARE & ASSOCIATES, INC. TO PROVIDE LAND SURVEY SERVICES FOR THE PLSS REMONUMENTATION PROJECT				
Sponsors:	Engineering				
Indexes:	Contract				
Code sections:					
Attachments:	2014 Agreement				

Date	Ver.	Action By	Action	Result
4/1/2014	1	Public Works Council Committee		

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO CONTRACT WITH HAYWOOD, KENWARD, BARE & ASSOCIATES, INC. TO PROVIDE LAND SURVEY SERVICES FOR THE PLSS REMONUMENTATION PROJECT

WHEREAS, , the City of Jonesboro has desires to contract to provide land survey services for the PLSS Remonumentation Project;

WHEREAS, the firm selected for the PLSS Remonumentation project is Haywood, Kenward, Bare & Associates, Inc. of Jonesboro, Arkansas;

WHEREAS, Haywood, Kenward, Bare & Associates, Inc. has submitted the attached contract describing land survey services to be provided for the PLSS Remonumentation project; and,

WHEREAS, the funding for the contract shall come from budget amount in the Capital Improvement budget and compensation shall be paid in accordance with the contract documents.

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

Section 1: That the City of Jonesboro shall contract with Haywood, Kenward, Bare & Associates to provide land survey services for the PLSS Remonumentation project;

Section 2. The funding for the contract shall come from budget amount in the Capital Improvement budget and compensation shall be paid in accordance with the contract documents.

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

AGREEMENT

FOR PROFESSIONAL LAND SURVEY SERVICES

THIS CONTRACT, is made and entered into this ___ day of _____, 2014, by and between HAYWOOD, KENWARD, BARE & ASSOCIATES, INC. hereinafter referred to as "Contractor"; and the City of Jonesboro, Arkansas, hereinafter referred to as "Owner";

WHEREAS, the owner wish to engage Contractor in accordance with the terms and conditions herein to provide land surveyor services related to the PLSS RE-MONUMENTATION PROJECT, hereinafter referred to as "Project"; and

WHEREAS, Contractor desires to perform said services for the Owner in accordance with the terms and conditions provided herein.

NOW, THEREFORE, In consideration of the amounts to be paid to the Contractor for said services and the other conditions, covenants and agreements herein contained, the Contractor and the Owner hereby agree as follows:

1) **BASIC AGREEMENT**

A) PHASE 1 (Sections 31 through 36, Township 15 North, Range 4 East) 37 corners

- a) Provide to the Owner, draft corner certificate documents that list in detail the chronological history of the Standard, Closing, Section, Quarter, and Center Quarter Corners within Sections 31-36 Township 15 North, Range 4 East.
 - (1) *Contractor shall complete service "a" in 45 calendar days upon receiving notice to proceed for a fee of \$163.55 per corner certificate document for up to 37 corners.*
- b) Conduct field surveys within Township 15 North, Range 4 East, to locate, measure, and document existing corners and evidence for use in analysis, calculations and final determinations of the above specified Corners within Sections 31-36.
 - (1) *Contractor shall complete service "b" in 45 calendar days upon receiving notice to proceed for a fee of \$422.97 per individual corner measurement for up to 37 corners.*
 - (2) *Services "b", "c", and "d" shall be performed simultaneously.*
- c) Evaluate collected measurements and evidence to determine preliminary locations of the above specified Corners along within Sections 31-36.
 - (1) *Contractor shall complete service "c" in 45 calendar days upon receiving notice to proceed for a fee of \$146.15 per corner evaluation for up to 37 corners.*
 - (2) *Services "b", "c", and "d" shall be performed simultaneously.*
- d) Provide detailed worksheet of Township Lines that clearly identifies existing or calculated Corners within Sections 31-36.

- e) Detail findings in presentation form to a review committee as established and organized by the Owner.
- f) Provide final corner certificate documents (See attached exhibit).
 - (1) Contractor shall complete service "f" in 45 calendar days upon receiving notice to proceed for a fee of \$197.63 per Corner Certificate for up to 37 Corners.
- g) Monument each corner as directed by the Owner.
 - (1) Contractor shall complete service "g" in 45 calendar days upon receiving notice to proceed for a fee of \$174.96 per Corner Monumentation for up to 37 corners.

B) PHASE 2 (Sections 19 through 21 and 28 through 33, Township 14 North Range 5 East) 48 corners

- a) Provide to the Owner, draft corner certificate documents that list in detail the chronological history of the Standard, Closing, Section, Quarter, and Center Quarter Corners within Sections 19-21 and Sections 28-33 Township 14 North, Range 5 East.
 - (1) Contractor shall complete service "a" in 60 calendar days upon receiving notice to proceed for a fee of \$163.55 per corner certificate document for up to 48 corners.
- b) Conduct field surveys within Township 14 North, Range 5 East, to locate, measure, and document existing corners and evidence for use in analysis, calculations and final determinations of the above specified Corners within Sections 19-21 and Sections 28-33.
 - (1) Contractor shall complete service "b" in 60 calendar days upon receiving notice to proceed for a fee of \$422.97 per individual corner measurement for up to 48 corners.
 - (2) Services "b", "c", and "d" shall be performed simultaneously.
- c) Evaluate collected measurements and evidence to determine preliminary locations of the above specified Corners along within Sections 19-21 and Sections 28-33.
 - (1) Contractor shall complete service "c" in 60 calendar days upon receiving notice to proceed for a fee of \$146.15 per corner evaluation for up to 48 corners.
 - (2) Services "b", "c", and "d" shall be performed simultaneously.
- d) Provide detailed worksheet of Township Lines that clearly identifies existing or calculated Corners within Sections 19-21 and Sections 28-33.
- e) Detail findings in presentation form to a review committee as established and organized by the Owner.
- f) Provide final corner certificate documents (See attached exhibit).

(1) Contractor shall complete service "f" in 60 calendar days upon receiving notice to proceed for a fee of \$197.63 per Corner Certificate for up to 48 Corners.

g) Monument each corner as directed by the Owner.

(1) Contractor shall complete service "g" in 60 calendar days upon receiving notice to proceed for a fee of \$174.96 per Corner Monumentation for up to 48 corners.

**C) PHASE 3 (Sections 5, 6, and 8, Township 13 North Range 5 East)
20 corners**

a) Provide to the Owner, draft corner certificate documents that list in detail the chronological history of the Standard, Closing, Section, Quarter, and Center Quarter Corners within Sections 5, 6, and 8 Township 13 North, Range 5 East.

(1) Contractor shall complete service "a" in 25 calendar days upon receiving notice to proceed for a fee of \$163.55 per corner certificate document for up to 20 corners.

b) Conduct field surveys within Township 15 North, Range 4 East, to locate, measure, and document existing corners and evidence for use in analysis, calculations and final determinations of the above specified Corners within Sections 5, 6, and 8.

(1) Contractor shall complete service "b" in 25 calendar days upon receiving notice to proceed for a fee of \$422.97 per individual corner measurement for up to 20 corners.

(2) Services "b", "c", and "d" shall be performed simultaneously.

c) Evaluate collected measurements and evidence to determine preliminary locations of the above specified Corners along within Sections 5, 6, and 8.

(1) Contractor shall complete service "c" in 25 calendar days upon receiving notice to proceed for a fee of \$146.15 per corner evaluation for up to 20 corners.

(2) Services "b", "c", and "d" shall be performed simultaneously.

d) Provide detailed worksheet of Township Lines that clearly identifies existing or calculated Corners within Sections 5, 6, and 8.

e) Detail findings in presentation form to a review committee as established and organized by the Owner.

f) Provide final corner certificate documents (See attached exhibit).

(1) Contractor shall complete service "f" in 25 calendar days upon receiving notice to proceed for a fee of \$197.63 per Corner Certificate for up to 20 Corners.

g) Monument each corner as directed by the Owner.

(1) Contractor shall complete service "g" in 25 calendar days upon receiving notice to proceed for a fee of \$174.96 per Corner Monumentation for up to 20 corners.

**D) PHASE 4 (Sections 1 through 10 and 17, Township 13 North Range 4 East)
58 corners**

a) Provide to the Owner, draft corner certificate documents that list in detail the chronological history of the Standard, Closing, Section, Quarter, and Center Quarter Corners within Sections 1-10 and 17 Township 13 North, Range 4 East.

b) Contractor shall complete service "a" in 75 calendar days upon receiving notice to proceed for a fee of \$163.55 per corner certificate document for up to 58 corners.

c) Conduct field surveys within Township 13 North, Range 4 East, to locate, measure, and document existing corners and evidence for use in analysis, calculations and final determinations of the above specified Corners within Sections 1-10 and 17.

(1) Contractor shall complete service "b" in 75 calendar days upon receiving notice to proceed for a fee of \$422.97 per individual corner measurement for up to 58 corners.

(2) Services "b", "c", and "d" shall be performed simultaneously.

d) Evaluate collected measurements and evidence to determine preliminary locations of the above specified Corners along within Sections 1-10 and 17.

(1) Contractor shall complete service "c" in 75 calendar days upon receiving notice to proceed for a fee of \$146.15 per corner evaluation for up to 58 corners.

(2) Services "b", "c", and "d" shall be performed simultaneously.

e) Provide detailed worksheet of Township Lines that clearly identifies existing or calculated Corners within Sections 1-10 and 17.

f) Detail findings in presentation form to a review committee as established and organized by the Owner.

g) Provide final corner certificate documents (See attached exhibit).

(1) Contractor shall complete service "f" in 75 calendar days upon receiving notice to proceed for a fee of \$197.63 per Corner Certificate for up to 58 Corners.

h) Monument each corner as directed by the Owner.

(1) Contractor shall complete service "g" in 75 calendar days upon receiving notice to proceed for a fee of \$174.96 per Corner Monumentation for up to 58 corners.

E) PHASE 5 (Sections 1 through 4 and 10 through 12, Township 13 North Range 3 East) 32 corners

- a) Provide to the Owner, draft corner certificate documents that list in detail the chronological history of the Standard, Closing, Section, Quarter, and Center Quarter Corners within Sections 1-4 and 10-12 Township 13 North, Range 3 East.
 - (1) *Contractor shall complete service "a" in 40 calendar days upon receiving notice to proceed for a fee of \$163.55 per corner certificate document for up to 32 corners.*
- b) Conduct field surveys within Township 13 North, Range 3 East, to locate, measure, and document existing corners and evidence for use in analysis, calculations and final determinations of the above specified Corners within Sections 1-4 and 10-12.
 - (1) *Contractor shall complete service "b" in 40 calendar days upon receiving notice to proceed for a fee of \$422.97 per individual corner measurement for up to 32 corners.*
 - (2) *Services "b", "c", and "d" shall be performed simultaneously.*
- c) Evaluate collected measurements and evidence to determine preliminary locations of the above specified Corners along within Sections 1-4 and 10-12.
 - (1) *Contractor shall complete service "c" in 40 calendar days upon receiving notice to proceed for a fee of \$146.15 per corner evaluation for up to 32 corners.*
 - (2) *Services "b", "c", and "d" shall be performed simultaneously.*
- d) Provide detailed worksheet of Township Lines that clearly identifies existing or calculated Corners within Sections 1-4 and 10-12.
- e) Detail findings in presentation form to a review committee as established and organized by the Owner.
- f) Provide final corner certificate documents (See attached exhibit).
 - (1) *Contractor shall complete service "f" in 40 calendar days upon receiving notice to proceed for a fee of \$197.63 per Corner Certificate for up to 32 Corners.*
- g) Monument each corner as directed by the Owner.
 - (1) *Contractor shall complete service "g" in 40 calendar days upon receiving notice to proceed for a fee of \$174.96 per Corner Monumentation for up to 32 corners.*

1) **TECHNICAL SPECIFICATIONS**

- A) This project shall comply with all applicable state and federal laws and regulations. Where those regulations are less restrictive than the specifications contained herein, these specifications shall apply.
- B) The basic guides for this project are the principles and practices set forth in the Bureau of Land Management publications "Restoration of Lost or Obliterated Corners and Subdivisions of Sections" and the "Manual of Surveying Instructions – 2009" (BLM Manual), as well as applicable state laws. The Contractor shall also adhere to the current "Arkansas Standards of Practice for Property Boundary Surveys and Plats" of the Arkansas State Board of Registration for Professional Engineers and Professional Surveyors.
- C) All measurements shall meet the current standards for "Urban Class A" property boundary surveys as adopted by the Arkansas State Board of Registration for Professional Engineers and Professional Surveyors.
- D) All corners shall be referenced the Owner's Low Distortion Projection System (Craighead County Coordinate System).
- E) All corner positions to be monumented under this contract will be with materials approved by the Owner.
- F) Within the project area, the Contractor will encounter corner points with monuments that may require replacement dependent upon the material or state of deterioration. After completion of the corner search and measurements, the contractor shall furnish the owner with a list of corner points with Monumentation that might require replacement due to the following conditions. Where a corner point is monumented with material other than herein specified the Owner will determine whether it is acceptable or requires Monumentation. Unacceptable existing monuments are those easily moved, temporary in nature, and/or difficult to identify. They include, but are not limited to, wooden posts or stakes, iron pins, water and gas pipes, small or loose planted stones. The replaced monument shall be buried alongside the new monument (when practical) and so stated in the documentation.
- G) All monumentation materials shall be pre-approved by the Owner prior to placement.
- H) Plats and Corner Certificates shall be prepared in a CADD system and furnished to the owner in a .DWG format upon completion. Final plats and corner certificates shall be furnished to the Owner for review prior to recording.

2) **TITLE OR POSSESSION CONFLICTS**

- A) The Contractor is not required to resolve title or possession conflicts, but is required to report facts and any professional opinions regarding the conflict. For this project, the contractor shall be prepared to testify in court if called upon. These

services will be considered outside the scope of this contract and in consideration of the performance, additional payment will be made to the Contractor by the Owner in accordance with its prescribed regulations and procedures.

3) OWNER RESPONSIBILITIES

- A) Owner is responsible for providing public notice of this project.
- B) Owner is responsible for coordinating, scheduling, and facilitating project review meetings, including review committee meetings.
- C) Owner will be the primary contact for public interaction throughout the duration of this project. Public Comments and interaction will be directed through the Contractor to the Owner.
- D) Owner will be responsible for the recordation of final drawings with local and state officials.
- E) -Owner shall supply contractor with materials and monuments to be set.

4) PAYMENT PROCEDURES

- A) Invoices for services performed pursuant to this contract shall be submitted no more than once per month to the Owner's agent responsible for the administration of this contract.
- B) Invoices shall be submitted on forms acceptable to the owner, and shall be paid within 10 days upon approval of the Owner's agent.

5) TERMINATION

- A) The Owner reserves the right to terminate this contract for cause at any time during the term of the Contract upon default of the Contractor in providing the services in accordance with the terms and conditions contained herein. The Owner shall provide ten days written notice to Contractor to correct any deficiencies prior to termination of the Contract.
- B) The Owner reserves the right to terminate this contract for convenience at any time during the term of the Contract effective upon the receipt of notice by the Contractor.

6) FAIR EMPLOYMENT PRACTICES

- A) Neither Contractor nor the Contractor's agents and employees shall discriminate against any employee or applicant for employment, or be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, sex, disability, national origin, ancestry, age, or marital status.

7) INDEPENDENT CONTRACTOR

- A) The parties understand that this contractual agreement shall not create an employer/employee relationship and the Contractor, his employees, and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of this Contract.

8) INDEMNIFICATION

- A) Contractor shall indemnify, defend and save harmless the Owner, or its representatives from all claims, demands, suits, actions, payments, liability, and judgments, including reasonable attorney's fees arising out of the activities of Contractor or of Contractor's agents, servants, or employees. The Contractor shall not be required to indemnify the Owners for any damage resulting from the negligence of the Owners or their employees. In this connection, Contractor shall carry insurance in the following kinds and minimum limits as indicated:
- B) Worker's Compensation Insurance and Employer's Liability Insurance. The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this State covering all his employees, and in the case of any work sublet, the Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$500,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain equivalent insurance.
- C) General Liability Insurance. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the Owner against claims for damages resulting from (1) bodily injury, including wrongful death, (2) personal injury; liability, and (3) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be a combined single limit of \$500,000 and \$1,000,000 aggregate.
- a) The coverage shall be provided under a Comprehensive General Liability form of policy or similar thereto including contractual liability; and,
 - b) The property damage coverage shall include a Broad Form Property Damage Endorsement and shall include the following extensions of coverage: Contractual Liability, Products Liability and/or Completed Operations.
- D) Automobile Liability Insurance. The Contractor shall take out and maintain during the life of this contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:
- a) Bodily Injury Limits; \$500,000 Each Person; \$1,000,000 Each Occurrence
 - b) Property Damage Limit; \$500,000 Each Occurrence
 - c) Combined Single Limit; \$1,000,000

- E) Professional Liability Insurance. The Contractor shall maintain during the life of this contract, Professional Liability Insurance, naming and protecting Contractor against claims for damages resulting from the Contractor's errors, omissions, or negligent acts. Such policy shall contain a limit of liability not less than \$1,000,000 excluding defense costs and claim expenses.
- F) Certificate of Insurance. The insurance specified above shall be written by a company duly authorized and licensed to do business in the State of Arkansas and shall be maintained until Contractor's work has been completed and accepted by the Owner. A certificate of insurance evidencing policies required shall be furnished to the Owner, such certificate shall specifically indicate that insurance policies shall give the Owner at least thirty (30) days written notice in the event of cancellation of or material change in any of the policies.

9) APPLICABLE LAWS AND PERMITS

- A) The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.

10) OWNER'S REPRESENTATIVES

- A) The Owner hereby designates the City Engineering Department as the Owner's agent responsible for the administration of this Contract.

11) INDUSTRY STANDARDS

- A) Contractor warrants to the Owner that the services to be performed under this agreement shall be in accordance with accepted and established surveying practices and procedures and that Contractor's services shall conform to the requirements of this Agreement.

12) SUBCONTRACTORS

- A) Contractor warrants that no subcontractors will be used in the performance of this Agreement without Owner's written approval. In the event Owner authorizes the use of subcontractors, Owner may require a payment bond.

13) ASSIGNMENT

- A) This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the Owners.

14) GOVERNING LAW

- A) This Contract shall be governed by and interpreted in accordance with the laws of the State of Arkansas.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

ATTEST:

CITY OF JONESBORO, ARKANSAS

City Clerk

Mayor

Approved by Resolution No. _____

Dated _____

EXECUTION BY CONTRACTOR

HAYWOOD, KENWARD, BARE &
ASSOCIATES, INC.

1801 Latourette Drive, Jonesboro, AR 72404

(Address)

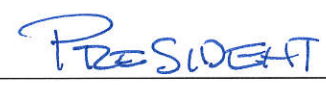
ATTEST

Secretary

By:



Duly Authorized Official



Legal Title of Official



CERTIFICATE OF LIABILITY INSURANCE

HAYWO-1

OP ID: AC

DATE (MM/DD/YYYY)
09/23/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Town & Country Insurance Agcy P O Box 1764 Jonesboro, AR 72403- Jim Agan	Phone: 870-932-7448	CONTACT NAME:
	Fax: 870-932-7415	PHONE (A/C, No, Ext):
		FAX (A/C, No):
		E-MAIL ADDRESS:
		INSURER(S) AFFORDING COVERAGE
		NAIC #
		INSURER A : CNA
		20508
		INSURER B :
		INSURER C :
		INSURER D :
		INSURER E :
		INSURER F :

INSURED
Haywood, Kenward, Bare & Assoc.
1801 Latourette Dr
Jonesboro, AR 72404

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		2098059930	09/21/2013	09/21/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$
		<input type="checkbox"/> CLAIMS-MADE					\$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N					OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> N/A					E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Jonesboro is an Additional Insured with respects to General Liability.

CERTIFICATE HOLDER**CANCELLATION**

CITYJON

CITY OF JONESBORO
P.O. Box 1845
Jonesboro, AR 72403

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

OP ID: JMC

DATE (MM/DD/YYYY)

11/01/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ACEC/MARSH 701 Market St., Ste. 1100 St. Louis, MO 63101	Phone: 800-338-1391 Fax: 888-621-3173	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: HAYWO-1	FAX (A/C, No):
	INSURED Haywood-Kenward, Bare & Assoc. 1801 Latourette Lane Jonesboro, AR 72404		INSURER(S) AFFORDING COVERAGE INSURER A : Hartford Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
		NAIC # 22357	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			84WEGBN1033	11/01/2013	11/01/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

CITY OF

City of Jonesboro
 P.O. Box 1845
 Jonesboro, AR 72403

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Policy Number:

Date Entered: 5/29/2009

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/ 4/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER RISKPRO Insurance Agency, LLC 901 Waterfall Way, Suite 407 Richardson, Texas 75080	CONTACT NAME:		
	PHONE (A/C, No., Ext): (972) 235-3030	FAX (A/C, No): (972) 235-3556	
E-MAIL ADDRESS:			
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: National Casualty Company	11991
INSURED Haywood, Kenward, Bare & Associates, Inc. 1801 Latourette Drive Jonesboro, AR 72404	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
	GENL AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR						AGGREGATE	\$
	EXCESS LIAB							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N					E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> N/A					E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability Coverage			ARO 0005260	3/4/2014	3/4/2015	\$1,000,000	each claim
							\$1,000,000	aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Coverage subject to all policy terms, conditions, exclusions and endorsements.

CERTIFICATE HOLDER**CANCELLATION**

City of Jonesboro
P.O. Box 1845
Jonesboro, AR 72403

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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Legislation Details (With Text)

File #:	RES-14:028	Version:	1	Name:	Maintenance agreement for Valley View Manor Subdivision
Type:	Resolution	Status:			Recommended to Council
File created:	3/12/2014	In control:			Public Works Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR VALLEY VIEW MANOR SUBDIVISION, A RESIDENTAL SUBDIVISION				
Sponsors:	Engineering				
Indexes:	Contract				
Code sections:					
Attachments:	Maintenance Agreement Plat				

Date	Ver.	Action By	Action	Result
4/1/2014	1	Public Works Council Committee		

A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR VALLEY VIEW MANOR SUBDIVISION, A RESIDENTAL SUBDIVISION
WHEREAS, the Section 112-157 of the Jonesboro Municipal code requires a maintenance agreement assuring perpetual maintenance of Stormwater Management Improvements and drainage easements to be dedicated to the City be agreed upon by the City and the developer prior to final plat approval;

WHEREAS, Madison Estates, LLC has submitted a Maintenance Agreement for Stormwater Management Facilities for Valley View Manor Subdivision development;

WHEREAS, the City Engineer and City Attorney have reviewed the attached Maintenance Agreement and find it to be in compliance with the Stormwater Management Regulations.

WHEREAS, the Maintenance Agreement and the final plat are to be filed concurrently with the Craighead County Circuit Clerk, upon final approval of the plat.

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

Section 1: The City of Jonesboro accepts the attached maintenance agreement with Madison Estates, LLC for Valley View Manor Subdivision and authorizes the Mayor and City Clerk to execute all documents necessary to effectuate the agreement.

Section 2: The executed agreement is to be retained by the City Clerk until such time as the Clerk is provided with the approved final plat of the development by the Planning Department so that both documents can be filed concurrently with the Craighead County Circuit Clerk.

**MAINTENANCE AGREEMENT
FOR STORMWATER MANAGEMENT FACILITIES
VALLEY VIEW MANOR SUBDIVISION - PAGE 1 OF 4**

Property Identification

Project Name: Valley View Manor Subdivision

Project Address: Rockport Drive, Sunrise Cove, and Windy Lane (38 residential lots – individual addresses indicated on the record plat)

Owner(s): Madison Estates, LLC

Owner Address: 2704 South Culberhouse Street

City: Jonesboro, AR 72401

In accordance with Section 112-157 of the Jonesboro Municipal Code, this agreement is made and entered into this ___ day of _____, 20___, by and between the City of Jonesboro, an Arkansas municipal corporation, hereinafter called the "City" and **Madison Estates, LLC**, hereinafter called the "Developer".

WITNESSTH, that:

WHEREAS, The Developer is proceeding to build on and develop the property in accordance with the Stormwater Management Plan (the "Plan") approved by the City and the recorded plat or easement (the "Plat" or "Easement") for **Valley View Manor Subdivision, being part of Section 2, Township 13 North, Range 3 East**, as recorded in the records of Craighead County, Arkansas.

WHEREAS, the City and the Developer, its successors and assigns, including any property owners' association or homeowners' association, agree that the health, safety, and welfare of the residents of the City of Jonesboro, Arkansas require that on-site stormwater runoff management facilities be constructed and maintained on the property.

WHEREAS, the City requires that on-site stormwater runoff management facilities as shown on the plan be constructed and adequately maintained by the Developer, its successors and assigns, including any property owners' association or homeowners' association.

WHEREAS, adequate maintenance is defined herein as the general upkeep of the facilities, specifically the mowing and trimming of grasses or other vegetative cover and the removal of litter and other minor debris that could impact the functionality of the facility or that would otherwise be considered unsightly or a nuisance.

WHEREAS, the City of Jonesboro shall be responsible, after construction and final acceptance of the development, for the operation and long-term maintenance of all drainage structures and improved watercourses which are part of the City of Jonesboro Stormwater Management System, are within a dedicated public drainage easement; and, which are not constructed and maintained by or under the jurisdiction of any State or Federal agency.

WHEREAS, Long-term maintenance is defined herein as the removal of sediment deposits, re-grading or shaping of embankments, drainage channels, and detention areas, and the repair or replacement of piping networks, and other underground drainage structures.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties agree as follows:

**MAINTENANCE AGREEMENT
FOR STORMWATER MANAGEMENT FACILITIES
VALLEY VIEW MANOR SUBDIVISION - PAGE 2 OF 4**

1. The on-site stormwater runoff management facilities shall be constructed by the Developer, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Developer, its successors and assigns, including any property owners' association or homeowners' association, shall adequately maintain the on-site stormwater runoff management facilities.
3. The Developer, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property to inspect and perform long-term maintenance of the on-site stormwater runoff management facilities whenever the City deems necessary.
4. In the event the Developer, its successors and assigns, fails to adequately maintain the stormwater runoff management facilities, the City may enter upon the Property upon thirty (30) days written notification or earlier, if deemed an emergency, and take whatever steps necessary to correct the deficiencies and charge the costs of such corrective action to the Developer, its successors and assigns. The Developer, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City including all labor, equipment, supplies, materials, and the like. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Developer outside of the easement for the on-site stormwater runoff management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this agreement be construed to impose any such obligation on the City.
5. This agreement shall be recorded among the land records of Craighead County, Arkansas and shall constitute a covenant running with the land, and shall be binding on the Developer, its administrators, executors, assigns, heirs and any other successors in interests, including any property owners' association or homeowners' association.
6. This Agreement is binding upon and inures to the benefit of the City, and the Developer, the Developer's successors and assigns, any property owners' association or homeowners' association created which pertains to all or any part of the property and any individual lot owner who has purchased all or any part of the property referred to in this Agreement. The terms of this Agreement are enforceable on all of the above parties.
7. In the event any party to this Maintenance Agreement must employ a lawyer to enforce the terms and obligations set out in this Agreement and litigation ensue, the prevailing party, as determined under Arkansas Law, shall be entitled to recover not only court costs as defined under Arkansas Law but all costs of litigation, including a reasonable attorney's fee.
8. This Agreement is the complete agreement and understanding between the parties who have executed this Agreement. There are no other agreements, either oral or written. All prior or contemporaneous statements, representations, or guarantees are declared void. This Agreement may be amended only by a written document signed by all parties.

**MAINTENANCE AGREEMENT
FOR STORMWATER MANAGEMENT FACILITIES
VALLEY VIEW MANOR SUBDIVISION - PAGE 3 OF 4**

Owner/Agent: Mr. Carroll Caldwell, Member
Printed Name Carroll Caldwell Signature 3/5/14 Date

Owner/Agent: Mr. Eric Clark, Member
Printed Name [Signature] Signature 3/6/14 Date

Owner/Agent: Mr. Randy Harral, Member
Printed Name [Signature] Signature 3/6/14 Date

**MAINTENANCE AGREEMENT
FOR STORMWATER MANAGEMENT FACILITIES
VALLEY VIEW MANOR SUBDIVISION - PAGE 4 OF 4**

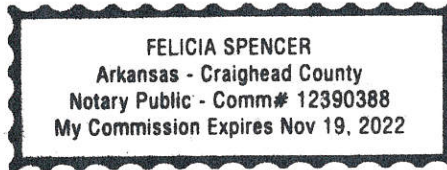
STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day before me, the undersigned officer, personally appeared Mr. Carroll Caldwell, Member, Mr. Eric Clark, member, and Mr. Randy Harral, Member, to me well known to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had executed the same for the purposes therein stated and set forth.

WITNESS my hand and seal this 6 day of March, 2014.

Felicia Spencer
Notary Public (Printed Name)

Felicia Spencer
Notary Public (Signature)



My Commission Expires: Nov. 19, 2022

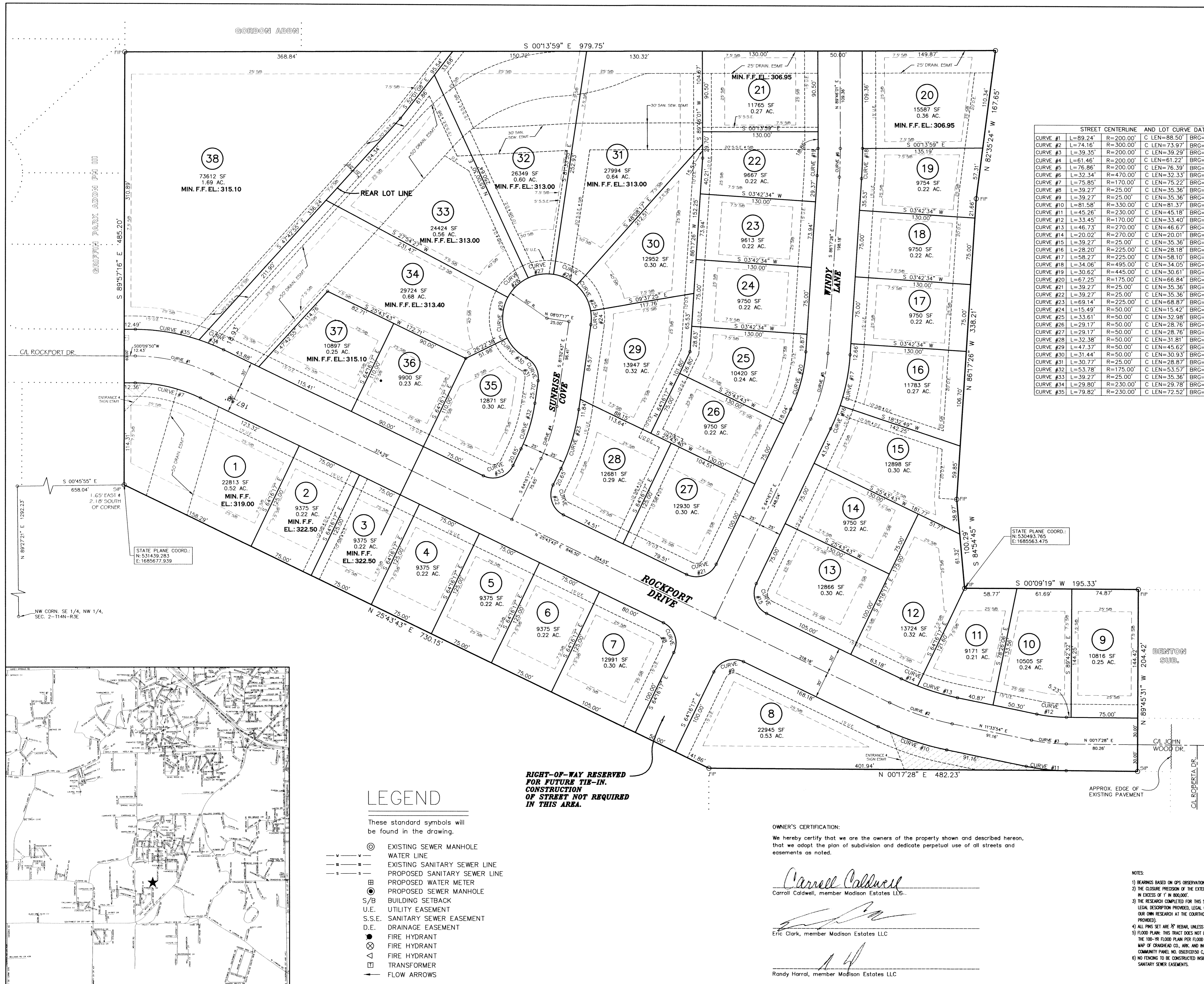
Accepted by:

Mayor

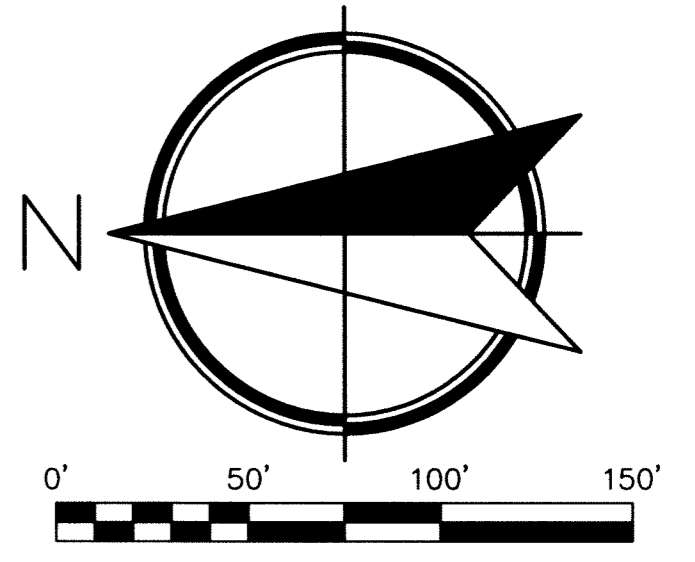
Date

City Clerk

Date



CURVE #	L	R	C LEN	BRG
CURVE #1	89.24'	200.00'	1256'46"	W
CURVE #2	74.16'	300.00'	73.97'	BRG=N 18'38'49" E
CURVE #3	39.35'	200.00'	39.29'	BRG=N 05'55'41" E
CURVE #4	61.46'	200.00'	61.22'	BRG=S 73'04'30" E
CURVE #5	76.86'	200.00'	76.39'	BRG=N 75'16'51" E
CURVE #6	32.34'	470.00'	32.33'	BRG=N 88'15'42" E
CURVE #7	75.85'	170.00'	75.22'	BRG=S 12'56'46" W
CURVE #8	39.27'	250.00'	35.36'	BRG=S 70'43'43" W
CURVE #9	39.27'	250.00'	35.36'	BRG=S 19'16'17" W
CURVE #10	81.58'	330.00'	81.37'	BRG=N 18'38'49" E
CURVE #11	45.26'	230.00'	45.18'	BRG=N 05'55'41" E
CURVE #12	33.45'	170.00'	33.40'	BRG=N 05'55'41" E
CURVE #13	46.73'	270.00'	46.67'	BRG=N 16'31'23" E
CURVE #14	20.02'	270.00'	20.01'	BRG=N 23'36'17" E
CURVE #15	39.27'	250.00'	35.36'	BRG=N 70'43'43" E
CURVE #16	28.20'	225.00'	28.18'	BRG=N 67'51'44" W
CURVE #17	58.27'	225.00'	58.10'	BRG=N 78'52'18" W
CURVE #18	34.06'	495.00'	34.05'	BRG=N 88'15'42" W
CURVE #19	30.62'	445.00'	30.61'	BRG=N 88'15'42" W
CURVE #20	67.25'	175.00'	66.84'	BRG=N 75'16'51" W
CURVE #21	39.27'	250.00'	35.36'	BRG=N 19'16'17" W
CURVE #22	39.27'	250.00'	35.36'	BRG=N 70'43'43" E
CURVE #23	69.14'	225.00'	68.87'	BRG=N 73'04'30" W
CURVE #24	15.49'	50.00'	15.42'	BRG=S 89'14'56" W
CURVE #25	33.61'	50.00'	32.98'	BRG=S 61'07'09" W
CURVE #26	29.17'	50.00'	28.76'	BRG=S 25'08'54" W
CURVE #27	29.17'	50.00'	28.76'	BRG=S 08'16'42" E
CURVE #28	32.38'	50.00'	31.81'	BRG=S 43'32'31" E
CURVE #29	47.37'	50.00'	45.62'	BRG=S 89'14'05" E
CURVE #30	31.44'	50.00'	30.93'	BRG=N 45'36'28" E
CURVE #31	30.77'	250.00'	28.87'	BRG=S 62'51'25" W
CURVE #32	53.78'	175.00'	53.37'	BRG=N 73'04'30" W
CURVE #33	39.27'	250.00'	35.36'	BRG=N 19'16'17" W
CURVE #34	29.80'	230.00'	29.78'	BRG=S 22'00'59" W
CURVE #35	79.82'	230.00'	72.52'	BRG=S 09'14'02" W



LEGAL DESCRIPTION:
 Part of Section 2, Township 13 North, Range 3 East, Craighead County, Arkansas, and being more particularly described as follows:
 from the Northwest Corner of the Southeast Quarter of the Northwest Quarter of said Section 2,
 run N89°27'21"E a distance of 1292.23 ft. to a point;
 thence run S00°45'55"E a distance of 658.04 ft. to a point;
 thence run S89°57'16"E a distance of 485.20 ft. to a point;
 thence run S00°13'59"E a distance of 979.75 ft. to a point;
 thence run N82°35'24"W a distance of 167.65 ft. to a point;
 thence run N86°17'26"W a distance of 338.21 ft. to a point;
 thence run S84°54'45"W a distance of 100.29 ft. to a point;
 thence run S00°09'19"W a distance of 195.33 ft. to a point;
 thence run S89°45'31"W a distance of 204.42 ft. to a point;
 thence run N00°17'28"E a distance of 482.23 ft. to a point;
 thence run N25°43'43"E a distance of 730.15 ft. to a point, said point being the point of beginning, containing 16.07 acres, and being subject to any encumbrances 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.

VALLEY VIEW MANOR

JONESBORO, ARKANSAS

CITY OF JONESBORO
 Jonesboro, AR

PRELIMINARY
 FINAL
 AS NOTED
 SITE PLAN

Carroll Caldwell PLANNING
Eric Clark ENGINEERING
 03/12/14 DATE

LEGEND

- These standard symbols will be found in the drawing.
- ⊙ EXISTING SEWER MANHOLE
 - W — WATER LINE
 - S — EXISTING SANITARY SEWER LINE
 - - - S - - - PROPOSED SANITARY SEWER LINE
 - ⊕ PROPOSED WATER METER
 - ⊙ PROPOSED SEWER MANHOLE
 - S/B BUILDING SETBACK
 - U.E. UTILITY EASEMENT
 - S.S.E. SANITARY SEWER EASEMENT
 - D.E. DRAINAGE EASEMENT
 - FIRE HYDRANT
 - ⊗ FIRE HYDRANT
 - ⊙ FIRE HYDRANT
 - ⊠ TRANSFORMER
 - FLOW ARROWS

RIGHT-OF-WAY RESERVED FOR FUTURE TIE-IN. CONSTRUCTION OF STREET NOT REQUIRED IN THIS AREA.

OWNER'S CERTIFICATION:
 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.

Carroll Caldwell
 Carroll Caldwell, member Madison Estates LLC

Eric Clark
 Eric Clark, member Madison Estates LLC

Randy Harrol
 Randy Harrol, member Madison Estates LLC

- NOTES:**
- BEARINGS BASED ON GPS OBSERVATION.
 - THE CLOSURE PRECISION OF THE EXTERIOR BOUNDARY IS IN EXCESS OF 1" IN 100,000'.
 - THE RESEARCH COMPLETED FOR THIS SURVEY INCLUDES WHAT LEGAL DESCRIPTION PROVIDED, LEGAL OF A LARGER TRACT, OUR OWN RESEARCH AT THE COURTHOUSE, TITLE BINDER PROVIDED.
 - ALL PINS SET ARE "X" REBAR, UNLESS NOTED OTHERWISE.
 - FLOOD PLAIN: THIS TRACT DOES NOT LIE WITHIN THE 100-YR FLOOD PLAIN PER FLOOD INSURANCE RATE MAP OF CRAIGHEAD CO., ARK. AND INCORPORATED AREAS, COMMUNITY PANEL NO. 0503010500, DATED 09/27/01.
 - NO FENCING TO BE CONSTRUCTED INSIDE DRAINAGE AND SANITARY SEWER EASEMENTS.

Civilogic
 203 Southwest Dr. - Jonesboro, AR - (870) 932-7680 - www.civilogic.net

RECORD PLAT
 VALLEY VIEW MANOR
 JONESBORO, ARKANSAS
 FOR
 MADISON ESTATES, LLC

Date	Scale	Job No.	Sheet No.
06-07-13	1"=50'	113036	
Section	Township	Range	County
2	13N	03E	CRAIGHEAD

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Legislation Details (With Text)

File #: RES-14:029 **Version:** 1 **Name:** Free utilities for 1506 N. Church
Type: Resolution **Status:** Recommended to Council
File created: 3/14/2014 **In control:** Public Works Council Committee
On agenda: **Final action:**

Title: AN RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS REQUESTING FREE UTILITIES AT 1506 N. CHURCH STREET FOR THE CITY OF JONESBORO.
Sponsors: Building Maintenance
Indexes: Utility service from CWL
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
4/1/2014	1	Public Works Council Committee		

AN RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS REQUESTING FREE UTILITIES AT 1506 N. CHURCH STREET FOR THE CITY OF JONESBORO.

WHEREAS, the City of Jonesboro is requesting the City Water and Light Plant of Jonesboro provide free utilities to City owned improvements at the following location:

1506 N. Church Street (Parker Park Splash Pad)

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

Section 1: That City Water and Light Plant of Jonesboro be requested by this resolution to provide free utilities to the location listed above.

Section 2: To permit such service to be provided without charge, the City of Jonesboro hereby affirms to City Water and Light that the ultimate use of CWL utilities so provide is now and shall remain a use of purpose which the City is engaged in as part of its governmental or proprietary functions under authority to it by state law.



Legislation Details (With Text)

File #:	RES-14:035	Version:	1	Name:	Free utilities at 508 Front Street
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	3/21/2014	In control:		In control:	Public Works Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS REQUESTING FREE UTILITIES AT 508 FRONT STREET FOR THE CITY OF JONESBORO				
Sponsors:	Building Maintenance				
Indexes:	Utility service from CWL				
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
4/1/2014	1	Public Works Council Committee		

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS REQUESTING FREE UTILITIES AT 508 FRONT STREET FOR THE CITY OF JONESBORO

WHEREAS, the City of Jonesboro is requesting the City Water and Light Plant of Jonesboro provide free utilities to City owned improvements at the following location:

508 Front Street (Bridge Street Bridge Lighting)

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

Section 1: That City Water and Light Plant of Jonesboro be requested by this resolution to provide free utilities to the location listed above.

Section 2: To permit such service to be provided without charge, the City of Jonesboro hereby affirms to City Water and Light that the ultimate use of CWL utilities so provide is now and shall remain a use of purpose which the City is engaged in as part of its governmental or proprietary functions under authority to it by state law.



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: COM-14:039 **Version:** 1 **Name:** Request for taxicab service
Type: Other Communications **Status:** To Be Introduced
File created: 3/31/2014 **In control:** City Council
On agenda: **Final action:**
Title: Request to set a public hearing to review the application by Elvis Burks to establish a taxicab service
Sponsors:
Indexes: Other
Code sections:
Attachments: [Request Letter](#)
[Business License Application](#)

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

Request to set a public hearing to review the application by Elvis Burks to establish a taxicab service

Dear, City Council and Whom else it may concern. My name is Elvis D. Burks. This letter is in reference to opening a Taxi Service here in Jonesboro ,AR. In this letter I will give you my background as a taxi driver and as a co-owner of a taxi company. Also I will be giving you my opinion why I feel Jonesboro needs an alternative Taxi service.

I started driving taxis in Blytheville,AR for my mother Irene Burks back in 2000. As her son I was responsible for helping to start the company, dispatching, and driving for free. As an employee I was responsible for maintenance of all the vehicles, managing all the employees, and driving on a 12 hour shift 7 days a week. In 2003 I was able to purchase part of the company. As part owner I was able to see the financial side of the company and that's when I saw how lucrative the business was. Quickly I started to open my own Taxi Company 2004 In Osceola, AR, Gosnell, AR, and plans to open in Jonesboro

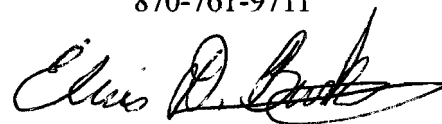
I move to Jonesboro In Feb. 2006 with the intention of opening this company as an owner/operator. Due to the lost of my oldest son to suicide, November 25th 2006, I walked away from the business to focus on my wife and children and worked at Arkansas Glass since March of 2007. 8 years Later I'm now ready to pick up where I left off. I have 6 years of experience as a driver, and operator of 3 locations.

As for why I think Jonesboro needs another Taxi Company, I have several Reasons:

1. Growth : When I moved here in 2006 the population was at 55,000 with 2 cab companies that had 1 car each. 8 years later population is 70,000 same 2 companies with hardly any growth from either companies or any new taxi services.
2. Accommodation: After talking to several businesses with alcohol permits and finding out that patrons are waiting hours for taxis, and that 1 company shuts down at 10pm.
: I myself have used the service here to get a ride from work and 1 ½ hours later my taxi arrived.
:Many people have moved here form Blytheville and they all use the services offered currently and they all recommend I restart the services I once offered.
3. Size: Jonesboro is 80 sq miles 3 vehicles will not accommodate all those that need it in a reasonable time.

My plan is to bring 5 taxis with 2 headquarters 1 on the east-side and one on the west-side of town. I will be dedicating 2 cars to Main St and other late nite spots, 3 cars will be for the public for personal runs. We will hire 15 people to cover 2 ten hour shifts. Our hours will be 5am to 1 am Sunday through Wednesdays, and 5 am to 3am on Thursday through Saturday. All taxis will be equipped with GPS systems, door activated still picture cameras, and bulletproof petitions, lights on top of each car with company name.

Thanks
Elvis Burks
870-761-9711





CITY OF JONESBORO
PRIVILEGE LICENSE APPLICATION

Information must be legible to obtain Privilege License-Please print

DATE: 3/25/14

*NAME OF BUSINESS: Craighead County Cab Company

*STREET ADDRESS: N/A

*CITY, STATE, ZIP: Jonesboro AR 72401

*BILLING ADDRESS: 3209 Candlewood Dr

*CITY, STATE, ZIP: Jonesboro, AR 72404

*TELEPHONE NO.: 870 761 9711

2ND TELEPHONE NO.: _____

FAX # : _____

CONTACT PERSON: Elvis Burks

**E-MAIL ADDRESS : elvis-burks@yahoo.com

*NAME OF OWNER Elvis Darnell Burks

**SALES TAX ID NO.: N/A

*TYPE OF BUSINESS: Taxi cab Service

*Must be filled out to obtain Privilege License

** Fill out if you have or are required to have

***INVENTORY AMOUNT: ** _____

Retail stores only

***Your cost , product only, to start the business. We will calculate your license fee.

To the best of my knowledge, the information provided above is true and accurate.

*Signed Elvis Burks

*Print name Elvis Burks



Legislation Details (With Text)

File #:	ORD-14:021	Version:	1	Name:	Rezoning at 2005 & 2009 Margo Lane and 2008 & 2010 Commerce Lane
Type:	Ordinance	Status:		Status:	First Reading
File created:	4/9/2014	In control:		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 AG-1 TO C-3 LU FOR PROPERTY LOCATED AT 2005 & 2009 MARGO LAND AND 2008 & 2010 COMMERCE DRIVE AS REQUESTED BY KENNETH BURK/JEFFERY JOHNSON/RICKIE SUMMERS/LORRIE BEASON				
Sponsors:					
Indexes:	Rezoning				
Code sections:					
Attachments:	Plat MAPC Report				

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

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: Agricultural: AG-1
TO: Commercial: C-3 L.U.

THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

Lots 3, 4, 9, and 7, Block "A" Lazy Acres Addition to the City of Jonesboro, Craighead County, Arkansas.

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

- 1) That the proposed development shall satisfy all requirements of the City Engineer and requirements of the current Stormwater Drainage Design Manual.
- 2) That the redevelopment and change of use of the property be subject to coordination of adjacent property as approvable by the MAPC. Property shall remain as a single family dwelling until such time.
- 3) A final site plan subject to all ordinance requirements shall be submitted, reviewed and approved by the MAPC, prior to any development of the property.
- 4) Coordination is required of all egress/ingress with the State Highway Department, M.P.O., City Engineering

Department, and the Planning Department.

5) The setback, building height, screening, and site design standards are required per “Sec. 117-328. - Residential Compatibility Standards”.

SECTION 3: THE REZONING OF THIS PROPERTY SHALL ALSO ADHERE TO THE FOLLOWING PROHIBITED USES:

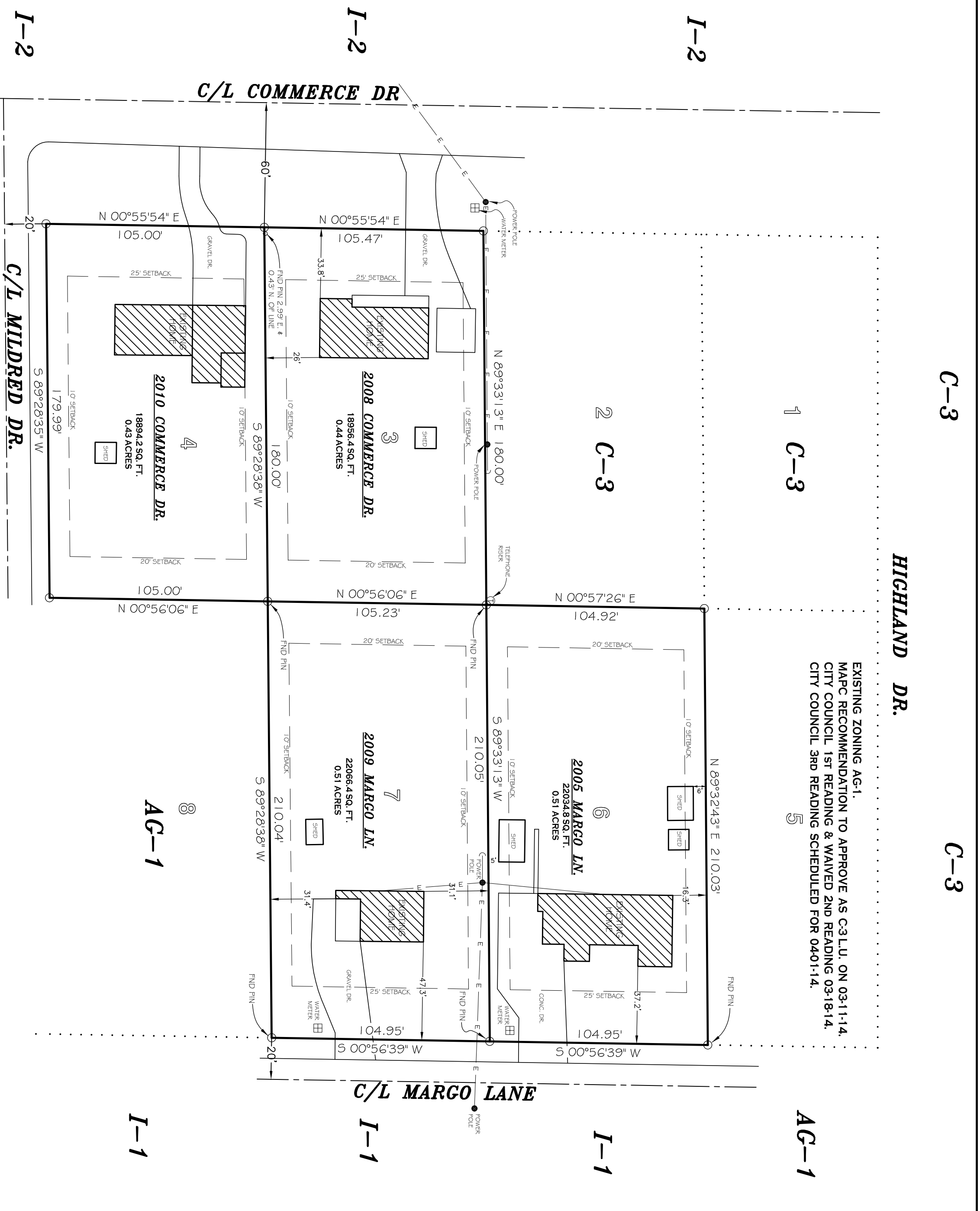
1) Each of these properties shall be allowed to remain as single family residential uses until such time as the stipulations and considerations above are satisfied.

2) The following uses should be prohibited as a part of the Limited Use:

A) Animal Care, General

B) Adult Entertainment

C) Off-Premises Sign



EXISTING ZONING AG-1.
MAPC RECOMMENDATION TO APPROVE AS C-3 L.U. ON 03-11-14.
CITY COUNCIL 1ST READING & WAIVED 2ND READING 03-18-14.
CITY COUNCIL 3RD READING SCHEDULED FOR 04-01-14.

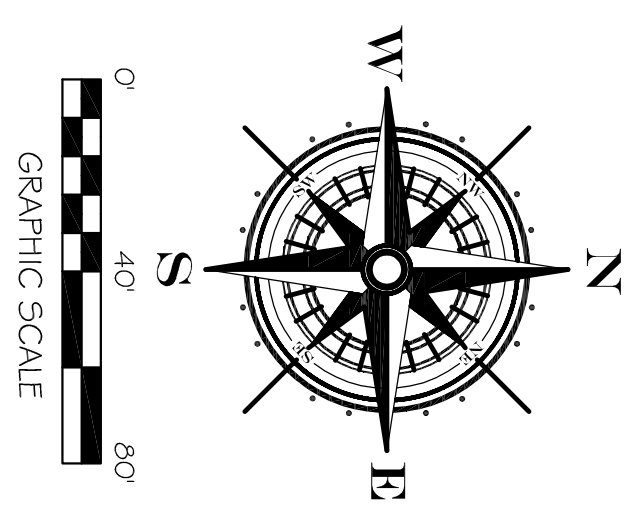
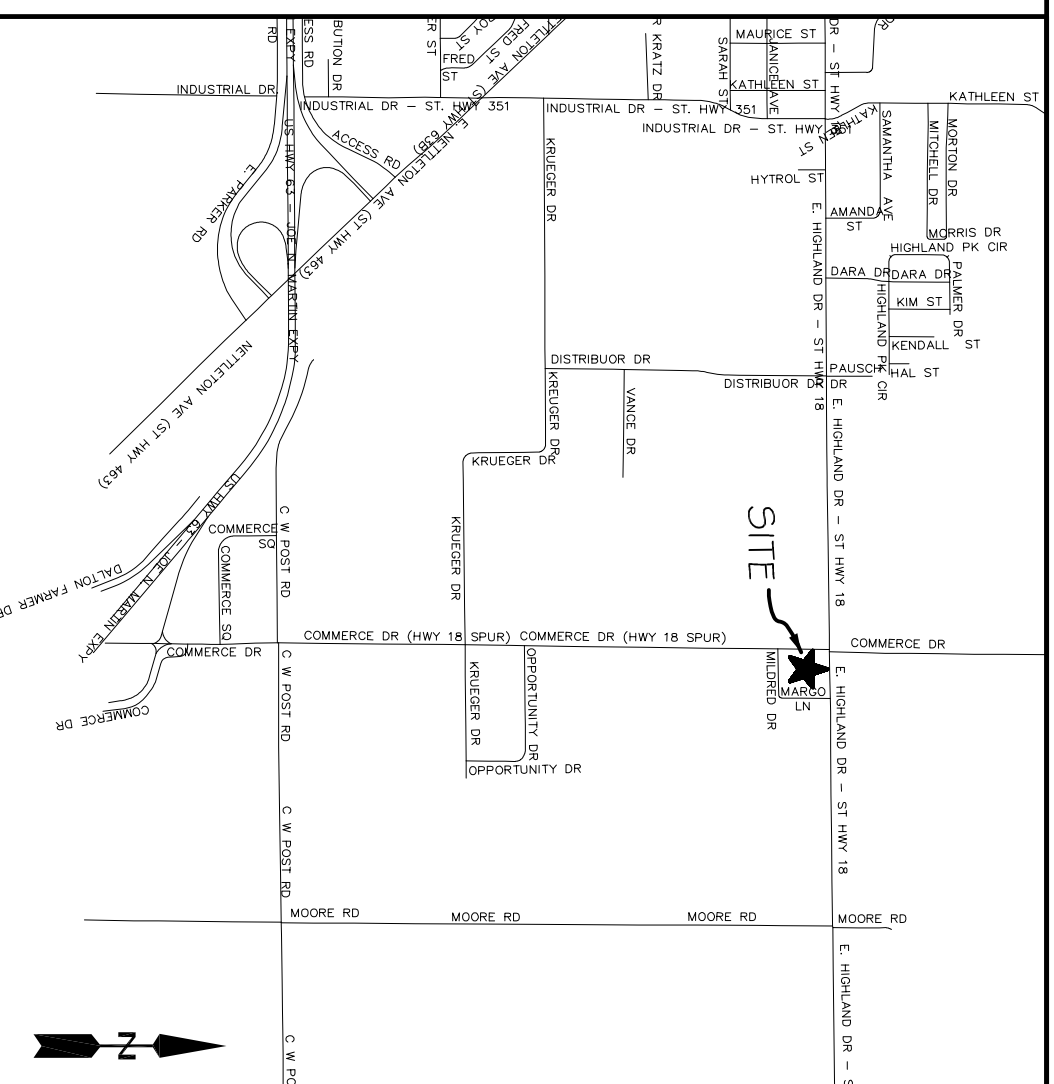
- NOTES:**
- 1) ALL BEARINGS ARE BASED ON ARKANSAS NORTH STATE PLANE COORDINATE SYSTEM.
 - 2) THE CLOSURE PRECISION OF THE PLAT IS IN EXCESS OF: LOT 3 - 1" IN 500,000"; LOT 4 - 1" IN 120,000"; LOT 6 - 1" IN 190,000"; LOT 7 - 1" IN 500,000".
 - 3) THE RESEARCH COMPLETED FOR THIS SURVEY INCLUDES LEGAL DESCRIPTION PROVIDED.
 - 4) ALL CORNER MONUMENTS SET ARE 3/8" REBAR, UNLESS OTHERWISE NOTED.
 - 5) OWNER: JACK AND JANE ELAM
 - 6) FLOOD PLAN: ALL FOUR LOTS LIE WITHIN THE 100-YR FLOOD PLAIN PER FLOOD INSURANCE RATE MAP OF CRAIGHEAD CO., AR, AND INCORPORATED AREAS. COMMUNITY PANEL NO. 05031C0151 C, DATED 09/27/91.

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.

REZONING REQUEST

2008 COMMERCE DR. - EXISTING: AG-1
2010 COMMERCE DR. - EXISTING: AG-1
2005 MARGO LN. - EXISTING: AG-1
2009 MARGO LN. - EXISTING: AG-1
REQUESTED ALL: C-3 L.U.



LEGAL DESCRIPTION:

2008 COMMERCE DR.:
Lot 3 in Block "A", of Lazy Acres, Craighead County, Arkansas, the same being a part of the Northwest Quarter of the Northwest Quarter of Section 25, Township 14 North, Range 4 East, subject to all easements of record.
AND
2010 COMMERCE DR.
Lot 4 in Block "A", of Lazy Acres, Craighead County, Arkansas, the same being a part of the Northwest Quarter of the Northwest Quarter of Section 25, Township 14 North, Range 4 East, subject to all easements of record.
AND
2005 MARGO LANE:
Lot 6 in Block "A", of Lazy Acres, Craighead County, Arkansas, the same being a part of the Northwest Quarter of the Northwest Quarter of Section 25, Township 14 North, Range 4 East, subject to all easements of record.
AND
2009 MARGO LANE:
Lot 7 in Block "A", of Lazy Acres, Craighead County, Arkansas, the same being a part of the Northwest Quarter of the Northwest Quarter of Section 25, Township 14 North, Range 4 East, subject to all easements of record.

REZONING PLAT
FOR
BERK, JOHNSON, SUMMERS, & BEASON
JONESBORO, ARKANSAS

ENGINEERS PLANNERS SURVEYORS

Civilogic

203 Southwest Dr., Jonesboro, AR - (870)932-7880 - www.civilogic.net

Drawn By: RE		Checked by: GH	
Date	Scale	Job No.	Sheet No.
03-20-14	1"=40'	114026	1 of 1
Section	Township	Range	County
25	14N	04E	CRAIGHEAD
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© 2014, Civilogic			

REGISTERED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
No. 329
CIVILOGIC
AMERICAN SOCIETY OF PROFESSIONAL SURVEYORS

REGISTERED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
No. 12725
CIVILOGIC
AMERICAN SOCIETY OF PROFESSIONAL SURVEYORS

SHEET NUMBER
1 of 1

City of Jonesboro City Council
Staff Report – RZ 14-04 Margo/Commerce Rezoning
Municipal Center - 300 S. Church St.
For Consideration by the Council on April 15, 2014

REQUEST: To consider a rezoning of 4 parcels of land containing 1.89 acres more or less.

PURPOSE: A request to consider recommendation to Council for a rezoning from “AG-1” Agricultural District to “C-3”, L.U.O., General Commercial District, by the MAPC.

**APPLICANTS/
LOCATION/
OWNERS:**

2005 Margo Lane: Mr. Kenneth Berk
2005 Margo Lane
2009 Margo Lane: Mr. Jeffery Johnson
908 Jonathon Drive
2008 Commerce Drive: Rickie Summers
2008 Commerce Drive
2010 Commerce Drive: Ms. Lorrie Beason (Davis)
3230 Windover Garden Circle

**SITE
DESCRIPTION:**

Tract Size: Approx. +/- 1.89 acres (82,328 s.f.)
2005 Margo: 22,035 S.F. = 0.51 Acres
2009 Margo: 22,066 S.F. = 0.51 Acres
2008 Commerce: 18,956 S.F. = 0.44 Acres
2010 Commerce: 18,894 S.F. = 0.43 Acres

Street Frontage (feet):

2005 Margo: 104.95' along Margo Ln.; **2009 Margo:** 104.95' along Margo Ln.
2008 Commerce: 105.47' along Commerce; **2010 Commerce:** 105.00' along Commerce; 179.99' along **Mildred Dr.**

Topography: Flat

Existing Development: Single Family Home; detached storage sheds, storm shelter.

**SURROUNDING
CONDITIONS:**

	<u>ZONE</u>	<u>LAND USE</u>
North:	C-3	Commercial
South:	AG-1	Single-Family Home
East:	AG-1	Single-Family Home
West:	C-3	Single-Family Home

HISTORY:

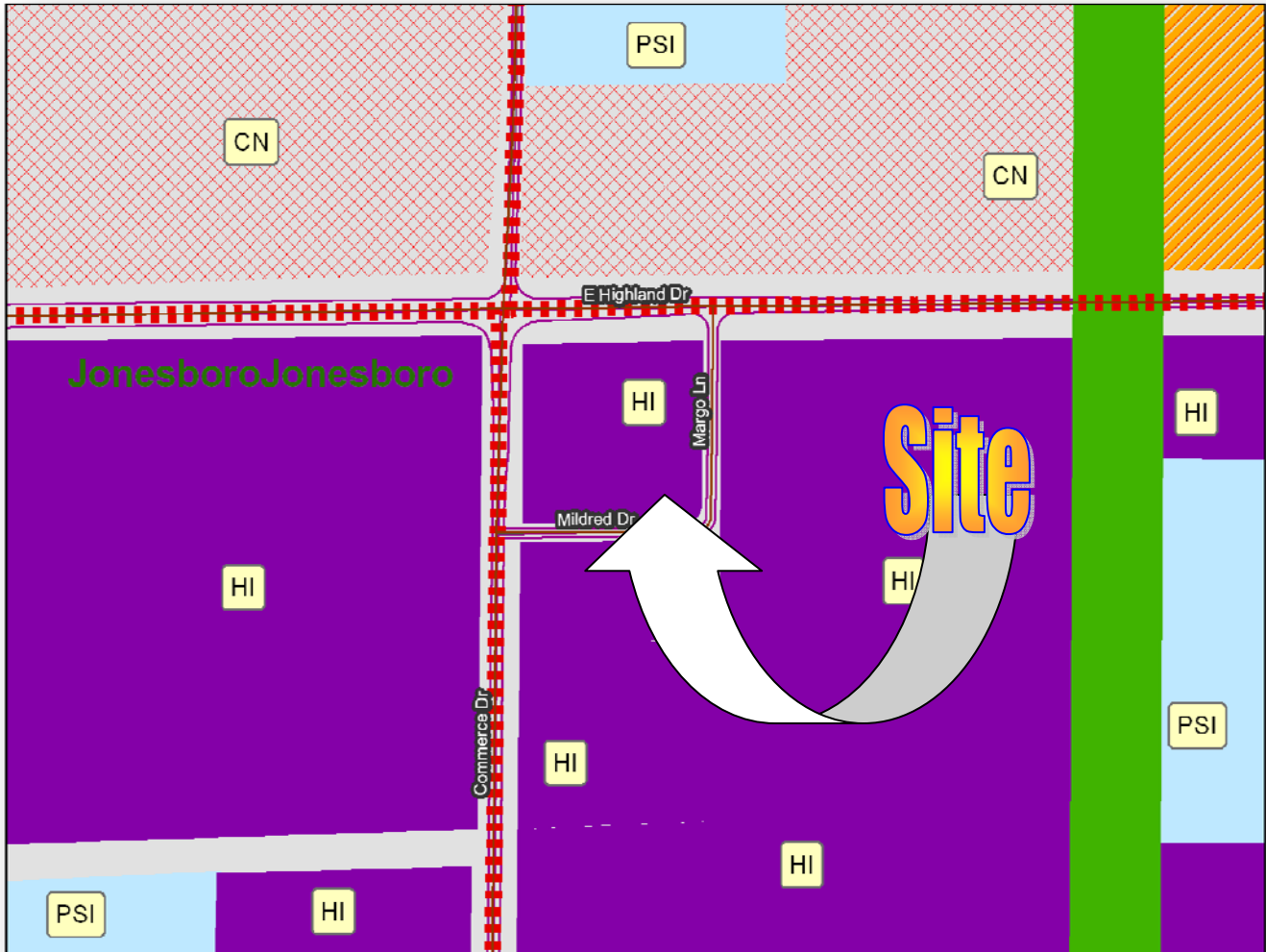
Adjacent property rezoned 4/1/14, under ORD 14:012, for 2001 Margo Lane by Jack Elam. This will better coordinate and make the site more feasible for redevelopment in terms of lot configuration.

ZONING ANALYSIS

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








COMPREHENSIVE PLAN FUTURE LAND USE MAP

The Current/Future Land Use Map recommends this location as Heavy Industrial. The proposed rezoning is not as intense as heavy industrial/manufacturing, with the proposed rezoning being General Commercial. This site is just south of a Commercial Node intersection, therefore Staff feels that a coordinated cohesive mixed development may provide for much needed supportive commercial office and service retailing.



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 C-3 District rezoning is consistent with the Future Land Use Plan, although the designation calls for a more heavy commercial.	
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	The proposal will achieve consistency with the purpose of Chapter 117, as a Limited Use Overlay, if the adjacent parcels are redeveloped collectively. This will afford the Commission and the Council shape future development and place much needed conditions to deal with existing residential and coordinated mixed development and access management.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	The proposed rezoning can be made compatible with the development trends in the area. Although, some of the surrounding property is zoned for agriculture, while now used for residential uses, a transition of the zoning and land use is occurring on this immediate area.	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;	This land would be accessed near a major commercially developed area. Suitability for general commercial is feasible. The current agricultural designation is not suitable.	
(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;	The bordering properties are zoned C3, R-1 and AG-1. With proper access management and adequate buffers to the surrounding residential, the site should not be a detriment to the area.	
(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 is not vacant with the current AG-1 zoning.	
(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 impact if rezoned to C-3 Limited Use Overlay.	



Vicinity/Zoning Map

Staff Findings:

Applicant’s Purpose:

The applicant is requesting a change to a “C-3”, L.U. Overlay for General Commercial. The applicant also stated that with recent commercial growth in this area, this tract is an attractive location for continued commercial development. There are various types of development in the immediate area, including some sparse residential and commercial, and some industrial (on Commerce Drive to the west).

This area is not conducive to single family neither residential nor agricultural, due to the expanse and variation of commercial development. When re-developed, this land should be developed in a manner very consistent with the increasing needs for the area; hence, this is why the applicant feels the rezoning is necessary.

Zoning compliance/ Other Zoning Code Analysis:

The applicant has requested a rezoning to a “C-3”, L.U.O., General Commercial District with conditions, limitations, and a list of uses to be discouraged. Staff raised concerns in the previous related case, and the applicants have shown a desire to coordinate future redevelopment of the subject properties, that will lend for a more conducive development that will resemble good planning principles.

Dimension Requirements Commercial and Industrial Districts

<i>Dimension</i>	<i>CR-1</i>	<i>C-4</i>	C-3	<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'	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'
<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.

Master Street Plan/Transportation

The subject property is served by Commerce Dr., Mildred Dr., and Margo Ln. On the Master Street plan, Commerce Dr. is classified as a principal arterial, which requires a 60 ft. right-of-way to road centerline (120 ft. total right-of-way) and Mildred and Margo Ln. are classified as local streets, which requires a 30 ft. right-of-way to road centerline (60 ft. total right-of-way).

For Commerce Dr., the rezoning plat shows a sufficient amount of dedicated right-of-way; however, for Mildred Dr. and Margo Ln., the rezoning plat shows a +/- 20 ft. right-of-way to the road centerline which is insufficient. The Lazy Acres subdivision, plat which this property is located shows a total dedicated street right-of-way of 50 ft. for Margo Ln. (formerly Marolyn Ln.).

Departmental/Agency Reviews:

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

Department/Agency	Reports/ Comments	Status
Engineering	No issues reported to date.	
Streets/Sanitation	Reported no issues.	
Police	No issues reported to date.	
Fire Department	No issues reported to date.	
MPO	No issues reported to date.	
Jets	No issues reported to date.	
Utility Companies	No issues reported to date.	

Sec. 117-140. Overlay and special purpose districts.

(c) *LU-O—limited use overlay district.* (3) *Use and property development standards.* 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.

Method of adoption/amendment. As an overlay district, the LU-O designation shall be applied for in accordance with standard rezoning procedures. Once LU-O zoning is established, any amendments shall also require review and approval in accordance with rezoning procedures.

The rezoning of this property shall also adhere to the following considerations for the uses:

- 1) Each of these properties shall be allowed to remain as single family residential uses until such time as the stipulations and considerations below are satisfied.
- 2) The following uses should be prohibited as a part of the Limited Use:
 - A) Animal Care, General
 - B) Adult Entertainment
 - C) Off-Premises Sign

The applicant has proposed a C-3 Limited Use Overlay District rezoning with a narrowed-down list of uses permitted except the following highlighted uses in yellow. (Note that some uses are permitted within the C-3 District; however others must request a Conditional Use Approval by the MAPC):

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			

Provisions or stipulations should be imposed by the Planning Commission to deal with the existing single family homes that would need to be *sun-shined*, because they would become a *Non-conforming Use* within a

new C-3 L.U.O. District, that typically does not allow residences. If the home is converted into some form of commercial use, it may not satisfy current building codes, zoning setbacks, site design, and parking requirements.

MAPC RECORD OF PROCEEDINGS: Meeting Held April 8, 2014:

Mr. George Hamman, Civilogic appeared before the Commission stated that he prepared the application and plat for the rezoning on behalf of the owners. This request is similar to the Jack Elam Case which was recommended for approval by the MAPC on March 11, 2014. Mr. Hamman noted that the stipulations are the same with the additional lots added in this petition. The only additional request is that the existing residential structures be allowed to remain residential use until such time a master plan for commercial.

Staff:

Mr. Spriggs gave summary comments from the Staff Report. He presented the case facts and described the general project vicinity of Marlo Lane and Hwy. 18 E. The Comprehensive Land Use Plan recommendation is *Light Industrial* for the project site. The table and list of criteria for rezoning was covered, and consistency was achieved on all items. The Master Street Plan will be complied with.

Mr. Spriggs: Noted that this area is highly favorable for rezoning and redevelopment to commercial, although there are still residential uses abutting. The rezoned properties if developed in a consolidated manner will provide necessary supportive commercial to the industrial park area.

The stipulations were read and agreed upon by the applicants.

Public Input: None.

Commission Action:

Motion was made by Mr. Reece to approve and recommend the rezoning to Council with the noted restrictions. Motion was 2nd by Mr. Scurlock.

Roll Call Vote:

Mr. Scurlock- Aye; Mr. Hoelscher - Aye; Mr. Reece- Aye; Ms. Nix- Aye; Ms. Schrantz- Aye; Measure passed unanimously (5-0 Vote). Absent was Mr. Kelton.

Conclusion:

The MAPC & the Planning Department Staff find that the requested Zone Change submitted for the four (4) listed parcels should be recommended for approval to City Council based on the above observations and criteria, of Case RZ 14-04, a request to rezone property from “AG-1” to “C-3” L.U.O. General Commercial subject to the following stipulations:

1. That the proposed development shall satisfy all requirements of the City Engineer and all requirements of the current Stormwater Drainage Design Manual.
2. That the redevelopment and change of use of the property be subject to coordination of adjacent property as approvable by the MAPC. Property shall remain as a single family dwelling until such time.

3. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the MAPC, prior to any development of the property.
4. Coordination is required of all egress/ingress with the State Highway Dept., M.P.O., the City Engineering Dept. and the Planning Dept.
5. The setback, building height, screening, and site design standards are required per “Sec. 117-328. - Residential Compatibility Standards”.

Respectfully Submitted for Council Consideration,



Otis T. Spriggs, AICP
Planning & Zoning Director

Site Photographs



View looking southwest toward 2005 Margo Ln. One of four subject properties.



View looking southwest toward 2009 Margo Ln. One of four subject properties.



View looking northeast toward 2010 Commerce Dr. One of four subject properties.



View looking northeast toward 2008 Commerce Dr. One of four subject properties.



View looking southwest toward 2001 Margo Ln. which is located north of subject properties.



View looking east toward 2004 & 2008 Margo Ln. which is located east of subject properties.



View looking southeast toward 2012 Margo Ln. which is located east of subject properties.



View looking northwest toward 2011 Margo Ln. which is located south of subject properties.



View looking southwest toward 2203 Mildred Dr. which is located south of subject properties.



View looking southeast toward 2204 Commerce Dr. which is located south of subject properties.



View looking west toward 5601 E. Highland Dr. which is located west of subject properties.



View looking southeast toward 2006 Commerce Dr. which is located north of subject properties



Legislation Details (With Text)

File #: ORD-14:022 **Version:** 1 **Name:** Amend Ordinance 3221 calling a special election concerning the current sales and use tax

Type: Ordinance **Status:** First Reading

File created: 4/10/2014 **In control:** City Council

On agenda: **Final action:**

Title: AN ORDINANCE AMENDING ORDINANCE 3221 AND CALLING A SPECIAL ELECTION IN THE CITY OF JONESBORO, ARKANSAS, ON THE QUESTION OF REMOVING THE RESTRICTION ON SPENDING ONE HALF (1/2) OF THE CURRENT SALES AND USE TAX, FROM CAPITAL IMPROVEMENT OF A PUBLIC NATURE AND DIRECTING IT FOR GENERAL OPERATING PURPOSES, PRESCRIBING OTHER MATTERS PERTAINING THERETO; AND DECLARING AN EMERGENCY

Sponsors: Mayor's Office

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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AN ORDINANCE AMENDING ORDINANCE 3221 AND CALLING A SPECIAL ELECTION IN THE CITY OF JONESBORO, ARKANSAS, ON THE QUESTION OF REMOVING THE RESTRICTION ON SPENDING ONE HALF (1/2) OF THE CURRENT SALES AND USE TAX, FROM CAPITAL IMPROVEMENT OF A PUBLIC NATURE AND DIRECTING IT FOR GENERAL OPERATING PURPOSES, PRESCRIBING OTHER MATTERS PERTAINING THERETO; AND DECLARING AN EMERGENCY

WHEREAS, the City Council of the City of Jonesboro, Arkansas (the City) passed on May 15, 2000, Ordinance No. 3221 providing for the levy of one percent (1%) Sales and Use Tax within the City (the Sales and Use Tax); and,

WHEREAS, the Sales and Use Tax levied restricted spending of one half (1/2) of one percent (1%) to capital improvements of a public nature; and,

WHEREAS, the purpose of this Ordinance is to amend Ordinance 3221 and to call a special election on the question of removing the restriction of one half (1/2) of the Sales and Use Tax, and to direct it to be used for general operating purposes,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL for the City of Jonesboro, Arkansas, that:

SECTION 1. That there be, and there is hereby called, a special election to be held on August 12, 2014, at which election there shall be submitted to the electors of the City the question of the removal of the restriction on spending of the one half (1/2) of one percent (1%) of the current Sales and Use Tax from Capital Improvements of a public nature, and allowing it to be used as a general operating purposes.

SECTION 2. That the question of removing the restriction on the one half (1/2) of one percent (1%) Sales and

Use Tax shall be placed on the ballot for election in substantially the following form:

Vote on measure by placing an X in the square opposite the measure either for or against:

FOR removing the restriction requiring one half (1/2) of one percent (1%) of the local Sales and Use Tax for the City of Jonesboro, Arkansas, to be used for financing capital improvements of a public nature and directing all proceeds derived from the Sales and Use Tax to be used for general operation purposes, which may include capital improvements of a public nature. []

AGAINST removing the restriction requiring one half (1/2) of the one percent (1%) of the local Sales and Tax Use for the City of Jonesboro, Arkansas, be used for financing capital improvements of a public nature and directing all proceeds derived from the Sales and Use Tax be used for general operation purposes, which may include capital improvements of a public nature. []

SECTION 3. That the election shall be held and conducted and the vote canvassed and the results declared under the law and in the manner now provided for municipal elections. The results of the election shall be proclaimed by the Mayor, and the Proclamation shall be published one time in a newspaper having a general circulation in the City, which Proclamation shall advise that the results as proclaimed shall be conclusive unless attacked in the courts within thirty days after the date of publication.

SECTION 4. A copy of this Ordinance shall be filed with the Craighead County Clerk at least 70 days prior to the date of the special election. A copy of this Ordinance shall be given to the Craighead County Board of Election Commissioners so that the necessary election officials and supplies may be provided. A certified copy of this Ordinance shall also be provided to the Commissioner of Revenues of the State of Arkansas as soon as practical.

SECTION 5. The Mayor and City Clerk, for and on behalf of the City , are hereby authorized and directed to do any and all things necessary to call and hold the special election as herein provided and to perform all acts of whatever nature necessary to carry out the authority conferred by this Ordinance.

SECTION 6. That all ordinances and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7. It is hereby ascertained and declared that there is a great need to establish a stable source of revenue for general purposes that are vital municipal services in order to promote and protect the health, safety and welfare of the City and its inhabitants. It is, therefore, declared that an emergency exists and this Ordinance being necessary for the immediate preservation of public peace, health and safety shall be in force and take effect immediately from and after its passage.