



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Council Agenda City Council

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Tuesday, January 17, 2023

5:30 PM

Municipal Center, 300 S. Church

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### **SPECIAL CALLED PUBLIC SERVICES COMMITTEE MEETING AT 4:30 P.M.**

*Council Chambers, Municipal Center*

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

*Council Chambers, Municipal Center*

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

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

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

### **4. SPECIAL PRESENTATIONS**

### **5. CONSENT AGENDA**

*The Consent Agenda is a meeting method to make City Council meetings more efficient and meaningful to the members of the audience. All matters listed within the Consent Agenda have been distributed to each member of the Jonesboro City Council for reading and study, are considered to be routine, and will be enacted by one motion of the City Council with no separate discussion. If a separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request of a member of the City Council.*

**MIN-23:001** MINUTES FOR THE CITY COUNCIL MEETING ON JANUARY 3, 2023

**Attachments:** [CC Minutes 01032023](#)

**RES-22:256** A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 1400 E. WASHINGTON AVENUE FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

**Sponsors:** Engineering

**Attachments:** [Offer and Acceptance - 1400 E Washington Avenue](#)

**Legislative History**

1/10/23	Finance & Administration Council Committee	Recommended to Council
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**RES-22:258** A RESOLUTION BY THE CITY OF JONESBORO TO WITHDRAW THE CONDEMNATION OF CERTAIN REAL PROPERTY LOCATED AT 301 REEVES STREET, JONESBORO, ARKANSAS AND AUTHORIZE THE PURCHASE OF ADDITIONAL RIGHT-OF-WAY AT 301 REEVES STREET FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

**Sponsors:** Engineering

**Attachments:** [Offer and Acceptance - 301 Reeves Street](#)

**Legislative History**

1/10/23 Finance & Administration Recommended to Council  
Council Committee

**RES-22:259** A RESOLUTION BY THE JONESBORO CITY COUNCIL TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF THREE PICKUP TRUCKS FOR THE CITY OF JONESBORO

**Sponsors:** Finance

**Attachments:** [2023 Chevy 1500 Double Cab 4WD Documents](#)

**Legislative History**

1/10/23 Finance & Administration Recommended to Council  
Council Committee

**RES-23:001** A RESOLUTION BY THE JONESBORO CITY COUNCIL DECLARING AN EXCEPTIONAL SITUATION AND WAIVE COMPETITIVE BIDDING TO REPAIR DAMAGE TO CITY-OWNED INDUSTRIAL TRACK

**Sponsors:** Engineering

**Legislative History**

1/10/23 Finance & Administration Recommended to Council  
Council Committee

*RESOLUTIONS NOT ON THE CONSENT AGENDA*

**RES-23:002** A RESOLUTION REQUESTING FREE UTILITY SERVICES FROM CITY WATER AND LIGHT FOR THE CITY OWNED PROPERTY AT 400 LACY DRIVE

**Sponsors:** Building Maintenance

**Legislative History**

1/10/23 Finance & Administration Recommended to Council  
Council Committee

**RES-23:010** RESOLUTION TO SET JUDGES, CLERKS AND ALTERNATE WORKERS FOR THE 2023 CITY, WATER AND LIGHT ELECTION

**6. NEW BUSINESS**

*ORDINANCES ON FIRST READING*

**ORD-23:001** AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE

PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO C-3 LUO FOR PROPERTY LOCATED AT 5618 SOUTH CARAWAY ROAD AS REQUESTED BY WESCOTT ENTERPRISES, LLC BE IT ORDAINED BY THE CITY COUNCIL OF JONESBORO, ARKANSAS:

Attachments: [Staff Summary - City Council](#)  
[Plat](#)

**ORD-23:002** AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 SINGLE FAMILY RESIDENTIAL TO C-4 LUO NEIGHBORHOOD COMMERCIAL DISTRICT FOR PROPERTY LOCATED AT 1916 DISCIPL E DRIVE, JONESBORO, AR AS REQUESTED BY CORNERSTONE UNITED METHODIST CHURCH.

Attachments: [Staff Summary - City Council](#)  
[Plat](#)

**7. UNFINISHED BUSINESS**

*ORDINANCES ON THIRD READING*

**ORD-22:047** AN ORDINANCE TO VACATE AND ABANDON A PORTION OF STREET RIGHT OF WAY FOR UNDEVELOPED HARLAN COVE LOCATED NORTH OF JONATHON DRIVE AS REQUESTED BY FISHER & ARNOLD, INC.

Attachments: [Harlan Cove](#)

Legislative History

12/20/22	City Council	Held at one reading
1/3/23	City Council	Held at second reading

**8. MAYOR'S REPORTS**

**9. CITY COUNCIL REPORTS**

**10. PUBLIC COMMENTS**

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

**11. ADJOURNMENT**



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: MIN-23:001

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**Agenda Date:**

**Version:** 1

**Status:** To Be Introduced

**In Control:** City Council

**File Type:** Minutes

MINUTES FOR THE CITY COUNCIL MEETING ON JANUARY 3, 2023



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Minutes City Council

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Tuesday, January 3, 2023

5:30 PM

Municipal Center, 300 S. Church

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### SPECIAL CALLED NOMINATING & RULES COUNCIL COMMITTEE MEETING AT 4:45 P.M.

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

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

*Mayor Harold Copenhaver said, good evening everyone. Welcome to the new year 2023. I hope everybody had a festive season and a healthy season and I am looking forward to 2023. We accomplished a lot in 2022. We have a lot of things going on in the city and community so I am looking forward to 2023. So, let's go ahead and start this evening's meeting.*

#### 2. PLEDGE OF ALLEGIANCE AND INVOCATION

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

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

#### 4. SPECIAL PRESENTATIONS

*Mayor Harold Copenhaver stated that we do not have any special presentations on the agenda.*

#### 5. CONSENT AGENDA

##### *Approval of the Consent Agenda*

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

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

[MIN-22:112](#)

MINUTES FOR THE CITY COUNCIL MEETING ON DECEMBER 20, 2022

**Attachments:** [CC Minutes 12202022](#)

This item was passed on the Consent Agenda.

## 6. NEW BUSINESS

Mayor Harold Copenhaver stated that we do not have any new business as well.

## 7. UNFINISHED BUSINESS

### ORDINANCES ON SECOND READING

[ORD-22:047](#)

AN ORDINANCE TO VACATE AND ABANDON A PORTION OF STREET RIGHT OF WAY FOR UNDEVELOPED HARLAN COVE LOCATED NORTH OF JONATHON DRIVE AS REQUESTED BY FISHER & ARNOLD, INC.

**Attachments:** [Harlan Cove](#)

**Held at second reading**

### ORDINANCES ON THIRD READING

[ORD-22:048](#)

AN ORDINANCE FOR A PRIVATE CLUB PERMIT FOR RIVERFRONT ASSOCIATION

**Attachments:** [Riverfront Private Club Permit Application Redacted](#)

*James Elwin Hinds, 508 Ridgecrest, said, I meant to speak against this at the last meeting, but you know the way these are with the aliases and all, I wasn't sure if this was the right one. But, before I spoke, I wanted to be sure that I was talking about the right place. This request for a permit is to put in a place on Huntington Avenue. Let me explain a little bit about my familiarity with that area. I live about a block from where Southwest Drive and Culberhouse cross each other. I have a sister that lives on West Philadelphia Road. She shares a property line with Philadelphia Baptist Church. So, most of you know where that is at. The easiest route to get between my house and her house is the Culberhouse/Flint Route. A few years back when you were in the downtown park where you had to move between Flint and Culberhouse, that was an area that you drove through with your windows rolled up and your doors locked. It was bad. Now, over a period of time for various reasons, the biggest one putting in clubs on Main Street caused them to move that business over to Main Street. But, it's not the way it was. I'm not saying there is no prostitution or drug dealing going through there, but, usually, it used to be if you drove through there you saw some of these people and you knew what they were doing there. You don't see that now. I can't remember. It has been a long time since I saw that. This club permit is only about a block from where that happened there on Huntington. We do not need to reintroduce that kind of atmosphere back onto Huntington Avenue. It's been cleaned up. Let's keep it clean. Mayor Harold Copenhaver said, thank you for your comments.*

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

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

**Recused:** 1 - Anthony Coleman

Enactment No: O-EN-001-2023

[ORD-22:049](#)

AN ORDINANCE TO VACATE AND ABANDON A UTILITY EASEMENT AND A DRAINAGE EASEMENT LOCATED WITHIN LOTS 1 AND 2 OF THE CAVENAUGH AUTO GROUP MINOR PLAT IN JONESBORO, ARKANSAS AS REQUESTED BY CAVENAUGH PROPERTIES, LLC.

**Attachments:**     [Plat](#)  
                                  [petition](#)  
                                  [Letters](#)  
                                  [NOTICE OF PUBLIC HEARING](#)  
                                  [CWL Letter 12012022](#)

*Councilmember John Street motioned, seconded by Councilmember Chris Moore, to adopt the emergency clause on ORD-22:049. All voted aye.*

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

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

Enactment No: O-EN-002-2023

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

*Mayor Harold Copenhaver reported on the following:*

*We have hit the ground running for the new year and our first Director's meeting was held this morning and it showed me that every department is ready to work on its projects in 2023.*

*I was especially proud of our holiday festivities which are growing in number and attendance. These are a product of a giving community of volunteers as well as a lot of city employees who made it so successful.*

*I was also proud that our Police Department Patrol Christmas shopping and parking lots and made many store visits throughout our community during the holiday. Hopefully, we can continue to do that on an annual event.*

*Our Fire Department helped hold the city together through frigid temperatures that included increased numbers of broken pipes and fires and not to mention auto accidents as well. And, so, I know that seeing them throughout the last weekend, they very rarely, did you see a fire truck in the station. They were out on call most of the time.*

*I want to thank our Engineering and Street Departments and Council's support in allocating funding for ditch cleaning efforts to make our drainage system as efficient as possible. A piece of equipment can't fix geography, but we can work hard to get the water that can be removed out of town as fast as possible.*

*We are starting to get some statistics in from 2022 and some of the early numbers that I thought were important to include tonight are 80 condemned homes. So, let me say that again, 80 condemned homes were removed and 21 were repaired. That is a significant number. 100 houses that were complete blight and at this pace, we are making a lasting impact on Jonesboro.*

*I will say and in my Mayor's notes this evening on two counts, we lost a significant giver in our loving community this past week. Qubilah Jones was Jonesboro's Volunteer of the Year just a few years ago and she had one of the most gentle, kind spirits I have ever met. She's gone too soon, but she will be remembered for a long, long time. And, I also found out today that a long-term friend of ours and mine, former State Representative that served this community for twenty years, Bobby Hogue also passed away. So, please keep his family Frankie and family in your prayers.*

[COM-22:055](#)

CITY OF JONESBORO, ARKANSAS FINANCIAL STATEMENTS OVERVIEW,  
NOVEMBER 2022

**Attachments:** [November 2022 Financials](#)

Filed

## **9. CITY COUNCIL REPORTS**

*Councilmember John Street motioned, seconded by Councilmember Chris Gibson, to nominate Chris Moore as Mayor Pro-Tempore for 2023. All voted aye.*

*Councilmember LJ Bryant said, I would just echo what the Mayor said about Bobby Hogue. He was a two term Speaker of the House and I think there were only two of those at that point and things had changed. So, an educator and a great guy. Mayor Copenhaver said, that's right. Thank you.*

*Councilmember Dr. Anthony Coleman said, first, I would like to first of all say thanks to Mayor Copenhaver and his wife actually because I have become familiar with them several years ago through their son and I am excited to be here and thanks and looking forward to working with Carol, April and to all of the City Councilmembers and I appreciate that and I appreciate you. I do want to give special recognition to Dr. Charles Coleman who I have known since I was a kid probably. And, when I was running a campaign, people asked did I know him and was he my father or uncle or something and I said it depends on if you like him or not. But, we are not any blood kin, but he has been a great friend to my dad and so I would like to say thank you to him and to Ann Williams who also supported us and others who were great to us. I would like to give special recognition to David McClain. Mr. McClain, who is also a fellow Ward 6 representative, but also, a long time I have known him. He planted the seed and so I wanted to say thank you and thank you openly to all who also helped us in that regard and to Seth Speer who worked temporarily in this seat, but he has exhibited compassion and desire to move Jonesboro forward. I wanted to publicly thank Mr. Speer for that. To my wife, Joycelyn, who has been my grace for over 21 years, who has been my rock and my ride or die as they would say, my children and grandchildren. I am appreciative of my church family and other family members and supporters for this opportunity to serve this great city. I have been here 26 years and I'm looking forward to being a part of Jonesboro moving forward. And, to Ward 6 and the citizens of Ward 6 as well as the city at large, I want to thank you for your support and for your challenge as well as your vote and support during this election process. And, I will say this as I said my first time when I had another position, I told those*



constituents at that time that I was leading, I said, well, it's time to roll your sleeves up and I'm ready to work and that's who I am. I am rolling my sleeves up, ready to work and as I showed during the campaign, I want all my fellow colleagues to know that I don't mind. I was out there in the rain, sleet, hail, snow and the sun and meeting and greeting and shaking hands. And, I think it was Joe that helped me out saying you probably need about two or three pairs of sneakers and so I did wear out two or three, but I just wanted to give my public thank you in that regard, but thank you for this time. Mayor Copenhaver said, thank you councilman.

Councilmember Chris Gibson said, Public Services needs to have a meeting on the 17th at 4:30 p.m. if that time works for the agenda just for purpose of organization and I have spoken with the Mayor's Office and I think they are going to have an item or two to add as well.

Councilmember Chris Moore said, I just wanted to welcome Dr. Coleman and Mrs. Porter. It is always nice to have people interested and volunteer to run for elections. There is not exactly a lot of us that put in the time so I look forward to working with both of you. John, thank you for the nomination. I look forward to working with the Council. My phone is always open. If there is anything that I can do for the Mayor or the Council, don't hesitate to call. Thank you Mayor. Mayor Copenhaver said, thank you councilman.

Councilmember Dr. Charles Coleman said, I just want to say thank you to both of the individuals that are sitting on this side. This is a better side. I just want to make sure about it. Thank you.

Councilmember Brian Emison said, I just wanted to say welcome to our new councilmembers. It is always good to have another Dr. Coleman and also Mrs. Porter. We are happy to have you as well and welcome to the City Council. I look forward to working with both of you all.

Councilmember Janice Porter said, I would just like to say thank you to the Mayor and the other Councilmembers and the other city employees for your helpfulness to me in learning the logistics I need to serve in this position. I would like to thank you all for your warm welcome and I look forward to serving together. I think there's great things ahead for the City of Jonesboro. Mayor Copenhaver said, thank you councilmember and I would just like to add we are very blessed by everybody's service in this room and it takes conformity and uniformity together, but we all have the same goal and that is to serve our constituents and I am looking forward to 2023.

## **10. PUBLIC COMMENTS**

*There were no public comments made.*

## **11. ADJOURNMENT**

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

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

\_\_\_\_\_  
Harold Copenhaver, Mayor

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

**Attest:**

\_\_\_\_\_  
April Leggett, City Clerk

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



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-22:256

**Agenda Date:**

**Version:** 1

**Status:** Recommended to Council

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

**File Type:** Resolution

A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 1400 E. WASHINGTON AVENUE FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

WHEREAS, the City of Jonesboro, Arkansas desires to purchase the following described right-of-way for the purpose of constructing and maintaining roadway improvements:

PART OF LOT 23 OF COBB AND LEE'S SURVEY OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 23 OF COBB AND LEE'S SURVEY OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 00°46'16" WEST, 454.44 FEET TO THE POINT OF BEGINNING PROPER; THENCE SOUTH 87°00'36" EAST, 12.71 FEET; THENCE SOUTH 02°08'15" EAST, 22.94 FEET; THENCE SOUTH 86°10'47" EAST, 58.68 FEET; THENCE SOUTH 89°36'31" EAST, 49.99 FEET; THENCE NORTH 89°44'04" EAST, 51.04 FEET; THENCE NORTH 89°25'31" EAST, 51.50 FEET; THENCE NORTH 85°53'10" EAST, 39.32 FEET; THENCE SOUTH 00°45'41" WEST, 6.82 FEET; THENCE SOUTH 89°26'15" WEST, 264.22 FEET; THENCE NORTH 00°46'16" EAST, 33.67 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 1,826 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

WHEREAS, an Offer has been made and accepted to the sell the above described property for the price of \$5,478.00.

WHEREAS, the attached Offer and Acceptance will be executed upon passage of this resolution.

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

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

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

**REAL ESTATE CONTRACT FOR CITY OF JONESBORO  
OFFER AND ACCEPTANCE**

1. **BUYERS:** The Buyers, **CITY OF JONESBORO, A MUNICIPAL CORPORATION** offer to buy, subject to the terms set forth herein, the following

2. **PROPERTY DESCRIPTION: (1400 E. WASHINGTON AVENUE)**

PART OF LOT 23 OF COBB AND LEE'S SURVEY OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 23 OF COBB AND LEE'S SURVEY OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 00°46'16" WEST, 454.44 FEET TO THE POINT OF BEGINNING PROPER; THENCE SOUTH 87°00'36" EAST, 12.71 FEET; THENCE SOUTH 02°08'15" EAST, 22.94 FEET; THENCE SOUTH 86°10'47" EAST, 58.68 FEET; THENCE SOUTH 89°36'31" EAST, 49.99 FEET; THENCE NORTH 89°44'04" EAST, 51.04 FEET; THENCE NORTH 89°25'31" EAST, 51.50 FEET; THENCE NORTH 85°53'10" EAST, 39.32 FEET; THENCE SOUTH 00°45'41" WEST, 6.82 FEET; THENCE SOUTH 89°26'15" WEST, 264.22 FEET; THENCE NORTH 00°46'16" EAST, 33.67 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 1,826 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

3. **PURCHASE PRICE:** The Buyers will pay as total purchase price for said permanent right-of-way property, the sum of five thousand four hundred seventy-eight dollars **(\$5,478.00)**.

4. **CONVEYANCE:** Conveyance shall be made to Buyers or as directed by Buyers, by execution of Permanent Right-of-Way document, except it shall be subject to recorded restrictions and easements, if any, which do not materially affect the value of the property. Unless expressly reserved herein, such conveyance shall include mineral rights owned by Seller.

5. **PRO-RATIONS:** Taxes and special assessments, and allowable expenses due on or before closing shall be paid at closing from the proceeds of the sale.

6. **CLOSING:** The closing date will be immediate upon receipt of purchase price. Closing cost to be paid by the buyer.

7. **POSSESSION:** Possession shall be delivered to Buyers: Upon Buyers Closing

**THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED BY BOTH BUYER AND SELLER.**

**BUYER**

CITY OF JONESBORO  
CRAIGHEAD COUNTY, AR

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

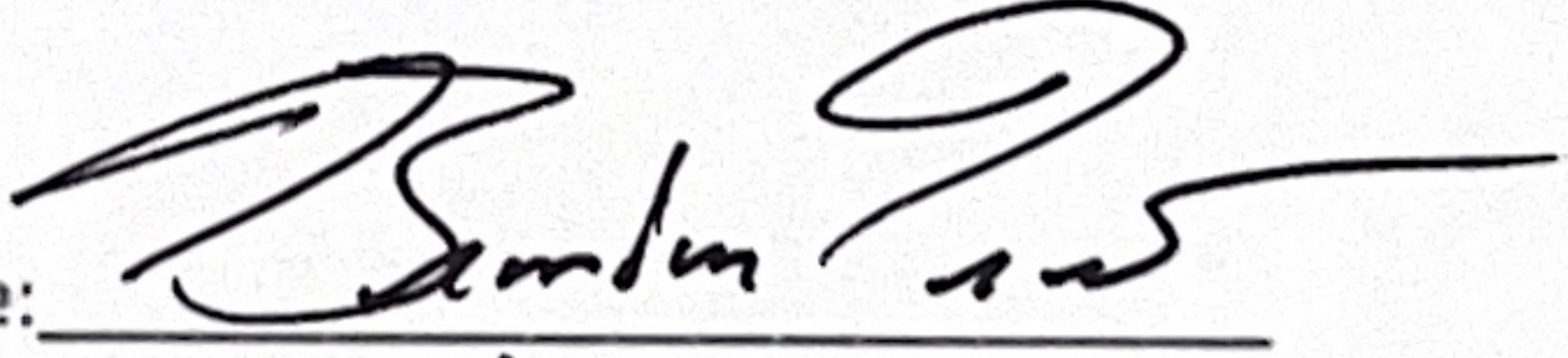
Title: Mayor

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

**ATTEST**

\_\_\_\_\_  
City Clerk

**SELLER**

Name: 

Date: 12/12/2022

Name: Brandon Trent (NEA MODS)

Date: 12/12/2022



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-22:258

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

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

**File Type:** Resolution

A RESOLUTION BY THE CITY OF JONESBORO TO WITHDRAW THE CONDEMNATION OF CERTAIN REAL PROPERTY LOCATED AT 301 REEVES STREET, JONESBORO, ARKANSAS AND AUTHORIZE THE PURCHASE OF ADDITIONAL RIGHT-OF-WAY AT 301 REEVES STREET FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

WHEREAS, the City of Jonesboro condemned certain property located within the City of Jonesboro located at 301 Reeves Street, Jonesboro, Arkansas for the purpose of constructing and maintaining roadway improvements on September 20, 2022 (RES-22:140);

WHEREAS, the owner of said property has accepted the original offer by the City of Jonesboro to purchase the needed right-of-way for the price of \$2,043.00;

WHEREAS, the City of Jonesboro desires to void the earlier condemnation of the right-of-way located at 301 Reeves Street and execute the attached Offer and Acceptance; and,

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

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

Section1: That the City of Jonesboro hereby voids the condemnation of property located at 301 Reeves Street and agrees to purchase said right-of-way per the attached Offer and Acceptance.

Section 2: The Mayor and City Clerk are hereby authorized to execute the documents necessary to effectuate this transaction.

**REAL ESTATE CONTRACT FOR CITY OF JONESBORO  
OFFER AND ACCEPTANCE**

1. **BUYERS:** The Buyers, **CITY OF JONESBORO, A MUNICIPAL CORPORATION** offer to buy, subject to the terms set forth herein, the following

2. **PROPERTY DESCRIPTION: (301 REEVES STREET)**

PART OF LOT 7, BLOCK 2 OF PATRICK'S 1ST ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 7, BLOCK 2 OF PATRICK'S 1ST ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 89°32'19" EAST, ALONG THE NORTH LINE OF SAID LOT 7, 75.00 FEET; THENCE SOUTH 00°53'35" WEST, LEAVING SAID NORTH LINE, 15.74 FEET; THENCE NORTH 52°46'31" WEST, 11.06 FEET; THENCE NORTH 89°51'52" WEST, 66.07 FEET; THENCE NORTH 00°51'07" EAST, 8.29 FEET TO THE POINT OF BEGINNING, CONTAINING 681 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

3. **PURCHASE PRICE:** The Buyers will pay as total purchase price for said property for two thousand forty-three dollars **(\$2,043.00)**.

4. **CONVEYANCE:** Conveyance shall be made to Buyers or as directed by Buyers, by execution of Permanent Right-of-Way document, except it shall be subject to recorded restrictions and easements, if any, which do not materially affect the value of the property. Unless expressly reserved herein, such conveyance shall include mineral rights owned by Seller.

5. **PRO-RATIONS:** Taxes and special assessments, and allowable expenses due on or before closing shall be paid at closing from the proceeds of the sale.

6. **CLOSING:** The closing date will be immediate upon receipt of purchase price. Closing cost to be paid by the buyer.

7. **POSSESSION:** Possession shall be delivered to Buyers: Upon Buyers Closing

**THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED BY BOTH BUYER AND SELLER.**

**BUYER**

**SELLER**

CITY OF JONESBORO  
CRAIGHEAD COUNTY, AR

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

Name: Sponge L. Perkins

Title: Mayor

Date: 12-7-2022

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

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

**ATTEST**

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

\_\_\_\_\_  
City Clerk



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-22:259

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

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

**File Type:** Resolution

A RESOLUTION BY THE JONESBORO CITY COUNCIL TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF THREE PICKUP TRUCKS FOR THE CITY OF JONESBORO

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

WHEREAS, the Chevrolet vehicle is not available via state contract suppliers; and

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

WHEREAS, three new comparably priced and equipped 2023 Chevrolet Silverado 1500 DBL 4WD, that will meet the needs of the original vehicle request, has been located for a price of \$39,910 each; and

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

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

SECTION 1: The City Council authorizes the purchase of three 2023 Chevrolet Silverado 1500, available from Superior Automotive Group of Arkansas, for \$39,910.00 each.

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





1. As used in this Order the terms (a) "Seller" shall mean the authorized Dealer to whom this Order is addressed and who shall become a party hereto by its acceptance hereof, (b) "Purchaser" shall mean the party executing this Order as such on the face hereof, and (c) "Manufacturer" shall mean the Corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Seller that Seller is in no respect the agent of Manufacturer, that Seller and Purchaser are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Seller and Manufacturer with respect to new motor vehicles.

2. Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice. In the event the price to Dealer of new motor vehicles of the series and body type ordered hereunder is changed by Manufacturer prior to delivery of the new motor vehicle ordered hereunder to Purchaser. Dealer reserves the right to change the cash delivered price of such motor vehicle to Purchaser accordingly. If such cash delivered price is increased by Dealer, Purchaser may, if dissatisfied therewith, cancel this Order.

3. If the used motor vehicle which has been traded in as a part of the consideration for the motor vehicle ordered hereunder is not to be delivered to Dealer until delivery to Purchaser of such motor vehicle, the used motor vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for such used motor vehicle. If such reappraised value is lower than the original allowance therefor shown on the front of this Order, Purchaser may, if dissatisfied therewith, cancel this Order, provided, however, that such right to cancel is exercised prior to the delivery of the motor vehicle ordered hereunder to the Purchaser and surrender of the used motor vehicle to Dealer.

4. Purchaser agrees to deliver to Dealer satisfactory evidence of title to any used motor vehicle traded in as a part of the consideration for the motor vehicle ordered hereunder at the time of delivery of such used motor vehicle to Dealer. Purchaser warrants any such used motor vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted herein.

5. Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. Correspondingly, in the event of any such change by Manufacturer, Dealer shall have no obligation to Purchaser to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered by this Order either before or subsequent to delivery thereof to Purchaser.

6. Dealer shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer.

7. The price for the motor vehicle specified on the face of this Order includes reimbursement for Federal Excise taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume, (Federal, State or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability therefor.

8. If a charge for Creditor Life Insurance is included in this Order the provisions on Creditor Life Insurance in any retail installment contract form subsequently executed between the parties hereto in conjunction with this Order shall be fully effective. If such insurance is unavailable or partly unavailable under the designated policy, the applicable portion of the charge for Creditor Life Insurance specified herein, and the finance charge thereon, may be deducted from the Total Time Balance and credited to the Purchaser. If such insurance does not become effective, notice thereof will be sent to the Purchaser by the Dealer and this Order and any retail installment contract executed in conjunction therewith shall otherwise remain fully effective.

**9. MANUFACTURER'S WARRANTY: ANY WARRANTY ON ANY NEW VEHICLE OR USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY IS THAT MADE BY THE MANUFACTURER ONLY. THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY STATEMENT CONTAINED HEREIN DOES NOT APPLY WHERE PROHIBITED BY LAW.**

**10. USED VEHICLE WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY: UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY DEALER WARRANTY OR SERVICE CONTRACT IS FURNISHED BY DEALER TO BUYER, THIS VEHICLE IS SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED", AND THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY STATEMENT CONTAINED HEREIN DOES NOT APPLY WHERE PROHIBITED BY LAW.**

**THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

**11. PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.**

12. The Purchaser, before or at the time of delivery of the motor vehicle covered by this Order will execute such other forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this Order.



SOLD TO: CITY OF JONESBORO  
 ADDRESS 300 S CHURCH  
 JONESBORO AR 72403

No.  
 DATE 12/20/2022  
 PHONE

	MAKE	BODY STYLE	COLOR	MODEL OR SERIES	YEAR	STOCK NO.	SERIAL NO.
CAR SOLD	CHEVROLET	PU	SUMMIT WHITE	SILVERADO	2023	V125203	1GCRDAEKXPZ125203
TRADE-IN							
TRADE-IN							
TRADE-IN							

CUST # 191885

PRICE OF CAR OR TRUCK	39910.00
ACC.	N/A
MISC.	N/A
	N/A
TAX-LICENSE -TITLE & TRANSFER	N/A
VEHICLE SERVICE CONTRACT	N/A
<b>TOTAL CASH DELIVERED PRICE</b>	<b>39910.00</b>
FINANCE CHARGES	N/A
INSURANCE CHARGES (COLL & COMP)	N/A
CREDIT LIFE	N/A
A & H INS.	N/A
<b>TOTAL DELIVERED PRICE</b>	<b>39910.00</b>
ACCT/REC BAL.	
CASH ON DEPOSIT	N/A
CASH PAID ON DELIVERY	N/A
TRADE IN \$	N/A
LESS BALANCE OWED \$	N/A
TO	N/A
	N/A
# N/A PAYMENTS @ \$	39910.00
<b>TOTAL CREDITS</b>	<b>N/A</b>

To Avoid Penalty  
 Sales Tax Must Be Paid  
 or Transfer Made Within  
 30 Days From Date of Sale

**SERVICE AND HANDLING FEE**  
 \*A SERVICE AND HANDLING FEE IS NOT AN OFFICIAL FEE. A SERVICE AND HANDLING FEE IS NOT REQUIRED BY LAW BUT MAY BE CHARGED TO THE CUSTOMER FOR PERFORMING SERVICES AND HANDLING DOCUMENTS RELATING TO THE CLOSING OF A SALE OR LEASE. THE SERVICE AND HANDLING FEE MAY RESULT IN A PROFIT TO THE DEALER. THE SERVICE AND HANDLING FEE MAY RESULT IN A PROFIT TO THE DEALER. THE SERVICE AND HANDLING FEE DOES NOT INCLUDE PAYMENT FOR THE PREPARATION OF LEGAL DOCUMENTS. THIS NOTICE IS REQUIRED BY LAW.\*

**DISCLAIMER OF WARRANTIES**

Any warranties on the products sold hereby are those made by the manufacturer(s) of those products. The above named Dealership, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the said dealership neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

By  AUTHORIZED SIGNATURE

 PURCHASER'S SIGNATURE

SOLD BY **JEFFERY A LEE**

# Arkansas law does not provide for a "cooling off" or other cancellation period for vehicle sales.

Therefore, this contract cannot later be canceled simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle, or for any other reason. After you have signed your contract, you are an immediate owner!

I have read and understand that by signing these legal documents and taking delivery of the vehicle for which the contracts have been written, I will not be able to return the car at a later date and have the contracts voided.

\_\_\_\_\_ CITY OF JONESBORO 12/20/2022  
Buyer Printed Name Date

\_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_  
Co-Buyer Printed Name Date

CITY OF JONESBORO  
CUSTOMER'S NAME

V125203  
STOCK NO.

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, SUPERIOR CHEVROLET BUICK GMC (transferor's name, PRINT)

state that the odometer now reads 5 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

- (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- (2) I hereby certify that the odometer reading is NOT the actual mileage.  
**WARNING - ODOMETER DISCREPANCY.**

MAKE	MODEL	BODY TYPE
<b>CHEVROLET</b>	<b>SILVERADO</b>	<b>PU</b>
VEHICLE IDENTIFICATION NUMBER	YEAR	
<b>1GCRDAEKXPZ125203</b>	<b>2023</b>	

X [Signature]  
 TRANSFEROR'S SIGNATURE  
SUPERIOR CHEVROLET BUICK GMC  
 PRINTED NAME  
490 HWY 412 EAST  
 TRANSFEROR'S ADDRESS (STREET)  
SILOAM SPRINGS AR 72761  
 CITY STATE ZIP CODE  
12/20/2022  
 DATE OF STATEMENT

[Signature]  
 TRANSFEREE'S SIGNATURE  
CITY OF JONESBORO  
 PRINTED NAME  
CITY OF JONESBORO  
 TRANSFEREE'S NAME  
300 S CHURCH  
 TRANSFEREE'S ADDRESS (STREET)  
JONESBORO AR 72403  
 CITY STATE ZIP CODE

CITY OF JONESBORO

V125203

CUSTOMER'S NAME

STOCK NO.

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(2) I hereby certify that the odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY.

Table with columns: MAKE, MODEL, BODY TYPE, VEHICLE IDENTIFICATION NUMBER, YEAR. Values: CHEVROLET, SILVERADO, PU, 1GCRDAEKXPZ125203, 2023.

TRANSFEROR'S SIGNATURE
SUPERIOR CHEVROLET BUICK GMC
PRINTED NAME
490 HWY 412 EAST
TRANSFEROR'S ADDRESS (STREET)
SILOAM SPRINGS AR 72761
CITY STATE ZIP CODE
12/20/2022
DATE OF STATEMENT

TRANSFEREE'S SIGNATURE
CITY OF JONESBORO
PRINTED NAME
CITY OF JONESBORO
TRANSFEREE'S NAME
300 S CHURCH
TRANSFEREE'S ADDRESS (STREET)
JONESBORO AR 72403
CITY STATE ZIP CODE

NAME CITY OF JONESBORO STK. NO. V125203 NEW  USED

ADDRESS 300 S CHURCH YEAR 2023 MAKE CHEVROLET

CITY JONESBORO STATE AR ZIP 72403 MODEL SILVERADO

PHONE \_\_\_\_\_ VIN NO. 1GCRDAEKXPZ125203

SALESPERSON JEFFERY A LEE DEL. DATE 12/20/2022


QTY.	NAME OF ITEM	PART	LABOR
	<i>NONE</i>		

I hereby accept this WE-OWE with the understanding that it is valid for only (30) THIRTY DAYS FROM DATE OF ISSUANCE, and that I must make an ADVANCE APPOINTMENT WITH THE SERVICE DEPARTMENT before the above work can be performed.

(FOR APPOINTMENT CALL SERVICE DEPT.)

CUSTOMER  \_\_\_\_\_

DATE 12/20/2022

APPROVED  MGR.





1. As used in this Order the terms (a) "Seller" shall mean the authorized Dealer to whom this Order is addressed and who shall become a party hereto by its acceptance hereof, (b) "Purchaser" shall mean the party executing this Order as such on the face hereof, and (c) "Manufacturer" shall mean the Corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Seller that Seller is in no respect the agent of Manufacturer, that Seller and Purchaser are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Seller and Manufacturer with respect to new motor vehicles.

2. Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice. In the event the price to Dealer of new motor vehicles of the series and body type ordered hereunder is changed by Manufacturer prior to delivery of the new motor vehicle ordered hereunder to Purchaser. Dealer reserves the right to change the cash delivered price of such motor vehicle to Purchaser accordingly. If such cash delivered price is increased by Dealer, Purchaser may, if dissatisfied therewith, cancel this Order.

3. If the used motor vehicle which has been traded in as a part of the consideration for the motor vehicle ordered hereunder is not to be delivered to Dealer until delivery to Purchaser of such motor vehicle, the used motor vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for such used motor vehicle. If such reappraised value is lower than the original allowance therefor shown on the front of this Order, Purchaser may, if dissatisfied therewith, cancel this Order, provided, however, that such right to cancel is exercised prior to the delivery of the motor vehicle ordered hereunder to the Purchaser and surrender of the used motor vehicle to Dealer.

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6. Dealer shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer.

7. The price for the motor vehicle specified on the face of this Order includes reimbursement for Federal Excise taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume, (Federal, State or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability therefor.

8. If a charge for Creditor Life Insurance is included in this Order the provisions on Creditor Life Insurance in any retail installment contract form subsequently executed between the parties hereto in conjunction with this Order shall be fully effective. If such insurance is unavailable or partly unavailable under the designated policy, the applicable portion of the charge for Creditor Life Insurance specified herein, and the finance charge thereon, may be deducted from the Total Time Balance and credited to the Purchaser. If such insurance does not become effective, notice thereof will be sent to the Purchaser by the Dealer and this Order and any retail installment contract executed in conjunction therewith shall otherwise remain fully effective.

**9. MANUFACTURER'S WARRANTY: ANY WARRANTY ON ANY NEW VEHICLE OR USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY IS THAT MADE BY THE MANUFACTURER ONLY. THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY STATEMENT CONTAINED HEREIN DOES NOT APPLY WHERE PROHIBITED BY LAW.**

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**11. PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.**

12. The Purchaser, before or at the time of delivery of the motor vehicle covered by this Order will execute such other forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this Order.



SOLD TO: CITY OF JONESBORO  
 ADDRESS 300 S CHURCH  
 JONESBORO AR 72403

No.  
 DATE 12/20/2022  
 PHONE

	MAKE	BODY STYLE	COLOR	MODEL OR SERIES	YEAR	STOCK NO.	SERIAL NO.
CAR SOLD	CHEVROLET	PU	SUMMIT WHITE	SILVERADO	2023	V125161	1GCRDAEK9PZ125161
TRADE-IN							
TRADE-IN							
TRADE-IN							

CUST # 191885	PRICE OF CAR OR TRUCK	39910.00
	ACC.	N/A
	MISC.	N/A
		N/A
	TAX-LICENSE -TITLE & TRANSFER	N/A
	VEHICLE SERVICE CONTRACT	N/A
	TOTAL CASH DELIVERED PRICE	39910.00
	FINANCE CHARGES	N/A
	INSURANCE CHARGES (COLL & COMP)	N/A
	CREDIT LIFE	N/A
	A & H INS.	N/A
	TOTAL DELIVERED PRICE	39910.00
	ACCT/REC BAL.	
	CASH ON DEPOSIT	N/A
	CASH PAID ON DELIVERY	N/A
	TRADE IN \$	N/A
	LESS BALANCE OWED \$	N/A
	TO	N/A
		N/A
	# N/A PAYMENTS @ \$	39910.00
	TOTAL CREDITS	N/A

To Avoid Penalty  
 Sales Tax Must Be Paid  
 or Transfer Made Within  
 30 Days From Date of Sale

**SERVICE AND HANDLING FEE**  
 \*A SERVICE AND HANDLING FEE IS NOT AN OFFICIAL FEE. A SERVICE AND HANDLING FEE IS NOT REQUIRED BY LAW BUT MAY BE CHARGED TO THE CUSTOMER FOR PERFORMING SERVICES AND HANDLING DOCUMENTS RELATING TO THE CLOSING OF A SALE OR LEASE. THE SERVICE AND HANDLING FEE MAY RESULT IN A PROFIT TO THE DEALER. THE SERVICE AND HANDLING FEE MAY RESULT IN A PROFIT TO THE DEALER. THE SERVICE AND HANDLING FEE DOES NOT INCLUDE PAYMENT FOR THE PREPARATION OF LEGAL DOCUMENTS. THIS NOTICE IS REQUIRED BY LAW.\*

**DISCLAIMER OF WARRANTIES**

Any warranties on the products sold hereby are those made by the manufacturer(s) of those products. The above named Dealership, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the said dealership neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

By  AUTHORIZED SIGNATURE

 PURCHASER'S SIGNATURE

SOLD BY **JEFFERY A LEE**

**Arkansas law does not provide for a  
"cooling off" or other cancellation period  
for vehicle sales.**

Therefore, this contract cannot later be canceled simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle, or for any other reason. After you have signed your contract, you are an immediate owner!

I have read and understand that by signing these legal documents and taking delivery of the vehicle for which the contracts have been written, I will not be able to return the car at a later date and have the contracts voided.

<input checked="" type="checkbox"/> _____ Buyer	CITY OF JONESBORO _____ Printed Name	12/20/2022 _____ Date
X _____ Co-Buyer	_____ Printed Name	_____ Date

CITY OF JONESBORO

V125161

CUSTOMER'S NAME

STOCK NO.

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, SUPERIOR CHEVROLET BUICK GMC (transferor's name, PRINT)

state that the odometer now reads 5 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

- (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
(2) I hereby certify that the odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY.

Table with vehicle details: MAKE (CHEVROLET), MODEL (SILVERADO), BODY TYPE (PU), VEHICLE IDENTIFICATION NUMBER (1GCRDAEK9PZ125161), YEAR (2023)

Transferor's signature and details: SUPERIOR CHEVROLET BUICK GMC, 490 HWY 412 EAST, SILOAM SPRINGS, AR, 72761, 12/20/2022

Transferee's signature and details: CITY OF JONESBORO, CITY OF JONESBORO, 300 S CHURCH, JONESBORO, AR, 72403

CITY OF JONESBORO

V125161

CUSTOMER'S NAME

STOCK NO.

ODOMETER DISCLOSURE STATEMENT

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Table with vehicle details: MAKE (CHEVROLET), MODEL (SILVERADO), BODY TYPE (PU), VEHICLE IDENTIFICATION NUMBER (1GCRDAEK9PZ125161), YEAR (2023)

Transferor information: Signature, SUPERIOR CHEVROLET BUICK GMC, 490 HWY 412 EAST, SILOAM SPRINGS, AR 72761, 12/20/2022

Transferee information: Signature, CITY OF JONESBORO, CITY OF JONESBORO, 300 S CHURCH, JONESBORO, AR 72403

NAME CITY OF JONESBORO STK. NO. V125161 NEW  USED

ADDRESS 300 S CHURCH YEAR 2023 MAKE CHEVROLET

CITY JONESBORO STATE AR ZIP 72403 MODEL SILVERADO

PHONE \_\_\_\_\_ VIN NO. 1GCRDAEK9PZ125161

SALESPERSON JEFFERY A LEE DEL. DATE 12/20/2022


QTY.	NAME OF ITEM	PART	LABOR
	NONE		

I hereby accept this WE-OWE with the understanding that it is valid for only (30) THIRTY DAYS FROM DATE OF ISSUANCE, and that I must make an ADVANCE APPOINTMENT WITH THE SERVICE DEPARTMENT before the above work can be performed.

(FOR APPOINTMENT CALL SERVICE DEPT.)

CUSTOMER  \_\_\_\_\_

DATE 12/20/2022

APPROVED  \_\_\_\_\_ MGR.



1. As used in this Order the terms (a) "Seller" shall mean the authorized Dealer to whom this Order is addressed and who shall become a party hereto by its acceptance hereof, (b) "Purchaser" shall mean the party executing this Order as such on the face hereof, and (c) "Manufacturer" shall mean the Corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Seller that Seller is in no respect the agent of Manufacturer, that Seller and Purchaser are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Seller and Manufacturer with respect to new motor vehicles.

2. Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice. In the event the price to Dealer of new motor vehicles of the series and body type ordered hereunder is changed by Manufacturer prior to delivery of the new motor vehicle ordered hereunder to Purchaser. Dealer reserves the right to change the cash delivered price of such motor vehicle to Purchaser accordingly. If such cash delivered price is increased by Dealer, Purchaser may, if dissatisfied therewith, cancel this Order.

3. If the used motor vehicle which has been traded in as a part of the consideration for the motor vehicle ordered hereunder is not to be delivered to Dealer until delivery to Purchaser of such motor vehicle, the used motor vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for such used motor vehicle. If such reappraised value is lower than the original allowance therefor shown on the front of this Order, Purchaser may, if dissatisfied therewith, cancel this Order, provided, however, that such right to cancel is exercised prior to the delivery of the motor vehicle ordered hereunder to the Purchaser and surrender of the used motor vehicle to Dealer.

4. Purchaser agrees to deliver to Dealer satisfactory evidence of title to any used motor vehicle traded in as a part of the consideration for the motor vehicle ordered hereunder at the time of delivery of such used motor vehicle to Dealer. Purchaser warrants any such used motor vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted herein.

5. Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. Correspondingly, in the event of any such change by Manufacturer, Dealer shall have no obligation to Purchaser to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered by this Order either before or subsequent to delivery thereof to Purchaser.

6. Dealer shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer.

7. The price for the motor vehicle specified on the face of this Order includes reimbursement for Federal Excise taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume, (Federal, State or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability therefor.

8. If a charge for Creditor Life Insurance is included in this Order the provisions on Creditor Life Insurance in any retail installment contract form subsequently executed between the parties hereto in conjunction with this Order shall be fully effective. If such insurance is unavailable or partly unavailable under the designated policy, the applicable portion of the charge for Creditor Life Insurance specified herein, and the finance charge thereon, may be deducted from the Total Time Balance and credited to the Purchaser. If such insurance does not become effective, notice thereof will be sent to the Purchaser by the Dealer and this Order and any retail installment contract executed in conjunction therewith shall otherwise remain fully effective.

**9. MANUFACTURER'S WARRANTY: ANY WARRANTY ON ANY NEW VEHICLE OR USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY IS THAT MADE BY THE MANUFACTURER ONLY. THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY STATEMENT CONTAINED HEREIN DOES NOT APPLY WHERE PROHIBITED BY LAW.**

**10. USED VEHICLE WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY: UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY DEALER WARRANTY OR SERVICE CONTRACT IS FURNISHED BY DEALER TO BUYER, THIS VEHICLE IS SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED", AND THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY STATEMENT CONTAINED HEREIN DOES NOT APPLY WHERE PROHIBITED BY LAW.**

**THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

**11. PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.**

12. The Purchaser, before or at the time of delivery of the motor vehicle covered by this Order will execute such other forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this Order.





SOLD TO: CITY OF JONESBORO  
 ADDRESS 300 S CHURCH  
 JONESBORO AR 72403

No.  
 DATE 12/20/2022  
 PHONE

	MAKE	BODY STYLE	COLOR	MODEL OR SERIES	YEAR	STOCK NO.	SERIAL NO.
CAR SOLD	CHEVROLET	PU	SUMMIT WHITE	SILVERADO	2023	V125144	1GCRDAEK9PZ125144
TRADE-IN							
TRADE-IN							
TRADE-IN							

CUST # 191885

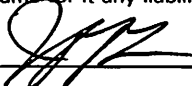
PRICE OF CAR OR TRUCK	39910.00
ACC.	N/A
MISC.	N/A
	N/A
TAX-LICENSE -TITLE & TRANSFER	N/A
VEHICLE SERVICE CONTRACT	N/A
TOTAL CASH DELIVERED PRICE	39910.00
FINANCE CHARGES	N/A
INSURANCE CHARGES (COLL & COMP)	N/A
CREDIT LIFE	N/A
A & H INS.	N/A
TOTAL DELIVERED PRICE	39910.00
ACCT/REC BAL.	
CASH ON DEPOSIT	N/A
CASH PAID ON DELIVERY	N/A
TRADE IN \$	N/A
LESS BALANCE OWED \$	N/A
TO	N/A
	N/A
# N/A PAYMENTS @ \$ 39910.00	39910.00
TOTAL CREDITS	N/A

To Avoid Penalty  
 Sales Tax Must Be Paid  
 or Transfer Made Within  
 30 Days From Date of Sale

SERVICE AND HANDLING FEE  
 \*A SERVICE AND HANDLING FEE IS NOT AN OFFICIAL FEE. A SERVICE AND HANDLING FEE IS NOT REQUIRED BY LAW BUT MAY BE CHARGED TO THE CUSTOMER FOR PERFORMING SERVICES AND HANDLING DOCUMENTS RELATING TO THE CLOSING OF A SALE OR LEASE. THE SERVICE AND HANDLING FEE MAY RESULT IN A PROFIT TO THE DEALER. THE SERVICE AND HANDLING FEE MAY RESULT IN A PROFIT TO THE DEALER. THE SERVICE AND HANDLING FEE DOES NOT INCLUDE PAYMENT FOR THE PREPARATION OF LEGAL DOCUMENTS. THIS NOTICE IS REQUIRED BY LAW.\*

DISCLAIMER OF WARRANTIES

Any warranties on the products sold hereby are those made by the manufacturer(s) of those products. The above named Dealership, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the said dealership neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

By  AUTHORIZED SIGNATURE

 PURCHASER'S SIGNATURE

SOLD BY JEFFERY A LEE

## Arkansas law does not provide for a "cooling off" or other cancellation period for vehicle sales.

Therefore, this contract cannot later be canceled simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle, or for any other reason. After you have signed your contract, you are an immediate owner!

I have read and understand that by signing these legal documents and taking delivery of the vehicle for which the contracts have been written, I will not be able to return the car at a later date and have the contracts voided.

<input checked="" type="checkbox"/> _____ Buyer	CITY OF JONESBORO _____ Printed Name	12/20/2022 _____ Date
X _____ Co-Buyer	_____ Printed Name	_____ Date

CITY OF JONESBORO  
CUSTOMER'S NAME

V125144  
STOCK NO.

**ODOMETER DISCLOSURE STATEMENT**


*Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.*


I, SUPERIOR CHEVROLET BUICK GMC (transferor's name, PRINT)

state that the odometer now reads 4 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

- (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- (2) I hereby certify that the odometer reading is NOT the actual mileage.  
**WARNING - ODOMETER DISCREPANCY.**

MAKE	MODEL	BODY TYPE
CHEVROLET	SILVERADO	PU
VEHICLE IDENTIFICATION NUMBER	YEAR	
1GCRDAEK9PZ125144	2023	

X   
 TRANSFEROR'S SIGNATURE  
**SUPERIOR CHEVROLET BUICK GMC**  
 PRINTED NAME  
**490 HWY 412 EAST**  
 TRANSFEROR'S ADDRESS (STREET)  
**SILOAM SPRINGS** **AR** **72761**  
 CITY STATE ZIP CODE  
**12/20/2022**  
 DATE OF STATEMENT

  
 TRANSFEREE'S SIGNATURE  
**CITY OF JONESBORO**  
 PRINTED NAME  
**CITY OF JONESBORO**  
 TRANSFEREE'S NAME  
**300 S CHURCH**  
 TRANSFEREE'S ADDRESS (STREET)  
**JONESBORO** **AR** **72403**  
 CITY STATE ZIP CODE

CITY OF JONESBORO

CUSTOMER'S NAME

V125144

STOCK NO.

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, SUPERIOR CHEVROLET BUICK GMC (transferor's name, PRINT)

state that the odometer now reads 4 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

(1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

(2) I hereby certify that the odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY.

Table with 3 columns: MAKE, MODEL, BODY TYPE, VEHICLE IDENTIFICATION NUMBER, YEAR. Values: CHEVROLET, SILVERADO, PU, 1GCRDAEK9PZ125144, 2023.

Transferor's signature and printed name: SUPERIOR CHEVROLET BUICK GMC. Address: 490 HWY 412 EAST, SILOAM SPRINGS, AR 72761. Date of statement: 12/20/2022.

Transferee's signature and printed name: CITY OF JONESBORO. Address: 300 S CHURCH, JONESBORO, AR 72403.

NAME CITY OF JONESBORO STK. NO. V125144 NEW  USED

ADDRESS 300 S CHURCH YEAR 2023 MAKE CHEVROLET

CITY JONESBORO STATE AR ZIP 72403 MODEL SILVERADO

PHONE \_\_\_\_\_ VIN NO. 1GCRDAEK9PZ125144

SALESPERSON JEFFERY A LEE DEL. DATE 12/20/2022

QTY.	NAME OF ITEM	PART	LABOR
	<i>NONE</i>		

I hereby accept this WE-OWE with the understanding that it is valid for only (30) THIRTY DAYS FROM DATE OF ISSUANCE, and that I must make an ADVANCE APPOINTMENT WITH THE SERVICE DEPARTMENT before the above work can be performed.

(FOR APPOINTMENT CALL SERVICE DEPT.)

CUSTOMER  \_\_\_\_\_

DATE 12/20/2022

APPROVED  MGR.



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-23:001

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

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

**File Type:** Resolution

### A RESOLUTION BY THE JONESBORO CITY COUNCIL DECLARING AN EXCEPTIONAL SITUATION AND WAIVE COMPETITIVE BIDDING TO REPAIR DAMAGE TO CITY-OWNED INDUSTRIAL TRACK

WHEREAS, Burlington Northern Santa Fe (BNSF) damaged the City-Owned industrial track on December 14, 2022;

WHEREAS, Shelby Railroad Services, Inc., the on-call contractor for rail services, accessed the damages and the cost to mobilize and repair the damaged rail to be \$42,553.00;

WHEREAS, BNSF has agreed to reimburse the City of Jonesboro all expenses related to repairing the damaged rail; and,

WHEREAS, bidding is impractical due to nature of the damage and the immediate need to repair the damaged rail.

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

Section 1: An exceptional situation exists requiring the waiving of the conditions of competitive bidding, so that competitive bidding requirements are hereby waived, and Shelby Railroad Services, Inc. was mobilized to repair damages to City-Owned industrial track.

Section 2: BNSF has acknowledged the damages and will reimburse the City of Jonesboro all expenses related to repairing the damages that resulted from the December 14, 2022 accident.



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-23:002

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

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

**File Type:** Resolution

### A RESOLUTION REQUESTING FREE UTILITY SERVICES FROM CITY WATER AND LIGHT FOR THE CITY OWNED PROPERTY AT 400 LACY DRIVE

WHEREAS, the City of Jonesboro owns property located at 400 Lacy Drive; and

WHEREAS, the City of Jonesboro is requesting City Water and Light provide free utilities for the city owned building from the date the city began occupation of the premises on or about December 1, 2022;

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

Section 1: That City Water and Light be requested by this resolution to provide utilities to the location listed above as of December 1, 2022.

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



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-23:010

**Agenda Date:** 1/17/2023

**Version:** 1

**Status:** To Be Introduced

**In Control:** City Council

**File Type:** Resolution

### RESOLUTION TO SET JUDGES, CLERKS AND ALTERNATE WORKERS FOR THE 2023 CITY, WATER AND LIGHT ELECTION

BE IT RESOLVED by the City Council of the City of Jonesboro, that the following persons be named as Judges, Clerks, and Alternate Workers to serve in the election for Directors for Positions 1, 2, and 3 of the City Water and Light Plant of the City of Jonesboro, Arkansas, an Improvement District, which election is to be held Thursday, February 16, 2023.

#### JUDGE:

Kathy Gibson	870-243-2134
Sheri Coffman	870-931-8606
Glenda Frangenberg	870-930-0598

#### CLERKS:

Debbie Beaver	501-772-0942
Jamie Stahl	870-740-1494

#### ALTERNATES:

Carol Falanga	870-437-0207
Linda Watts	870-761-3206
Shawn Kelly	870-919-3987

The polling place for such election is hereby designated as the Craighead County Election Annex Building, 315 W. Jefferson Ave., Jonesboro, Arkansas.





# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: ORD-23:001

Agenda Date: 1/17/2023

Version: 1

Status: First Reading

In Control: City Council

File Type: Ordinance

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO C-3 LUO FOR PROPERTY LOCATED AT 5618 SOUTH CARAWAY ROAD AS REQUESTED BY WESCOTT ENTERPRISES, LLC BE IT ORDAINED BY THE CITY COUNCIL OF JONESBORO, ARKANSAS:

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

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

THE FOLLOWING DESCRIBED PROPERTY:

### LEGAL DESCRIPTION:

That part of the West Half of Section 9, Township 13 North, Range 4 East, being more particularly described as follows: Beginning at the West Quarter Corner of said Section 9, run thence N88°39'E 30.5 feet to a found pipe on the East line of Caraway Road for the true point of beginning, run thence N87°52'E 455.8 feet to the West right-of-way of Highway 1, run thence S32°17'W along said right-of-way 199.7 feet, run thence S88°47'W 349.6 feet to the East line of Caraway Road, run thence N0°05'E along said East line 171.5 feet to the true point of beginning, containing 1.55 acres, more or less, AND subject to any utility easements.

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

- 1) Restriction on Recreational Vehicle Park

*City of Jonesboro Metropolitan Area Planning Commission  
Staff Report – RZ 23-02 5618 South Caraway Road  
Municipal Center - 300 S. Church St.  
For Consideration by the Commission January 10, 2023*

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

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

**APPLICANT:** Wescott Enterprises, LLC, PO Box 1248, Jonesboro, AR 72403  
**OWNER:** Same as Applicant

**LOCATION:** 5618 South Caraway Road

**SITE DESCRIPTION:** **Tract Size:** Approx. 1.55 Acres  
**Street Frontage:** Approx. 171 ft. on S. Caraway Rd. & 199 ft. on Stadium Blvd.  
**Existing Development:** Vacant wooded lot

**SURROUNDING CONDITIONS:**

ZONE	LAND USE
North	I-1 – Auto Dealer
South	R-1 - Vacant
East	R-1 – Vacant
West	R-1 – Vacant

**HISTORY:** Vacant

## ZONING ANALYSIS:

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

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

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

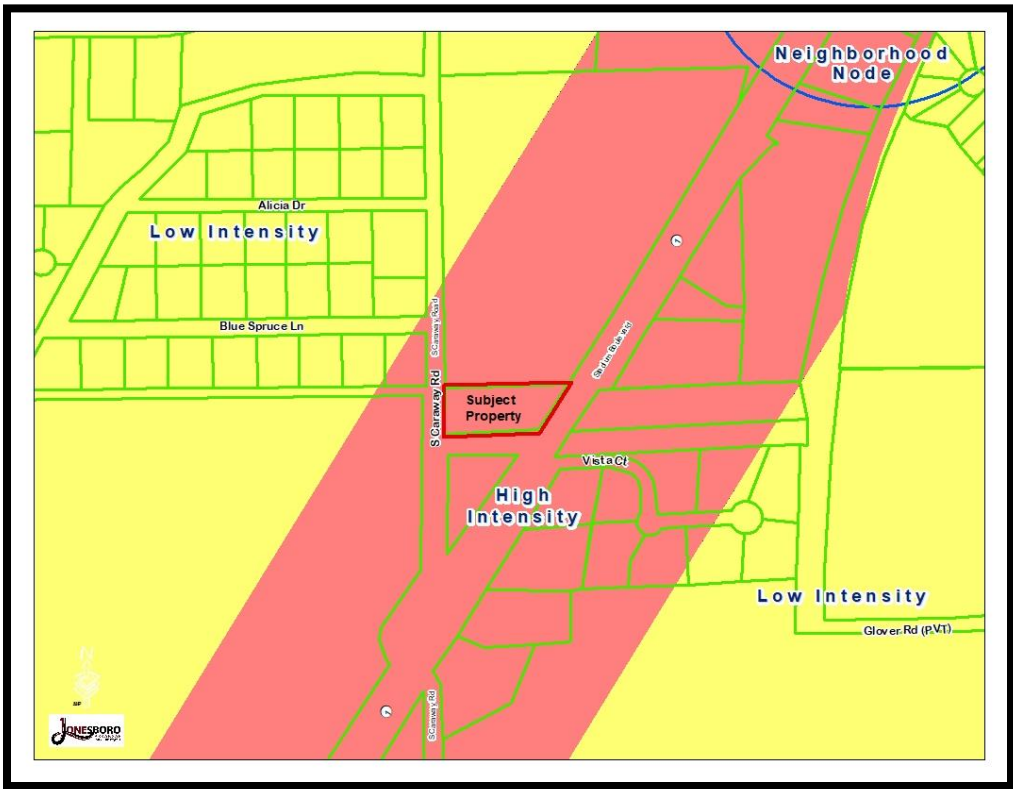
#### Typical Land Uses:

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

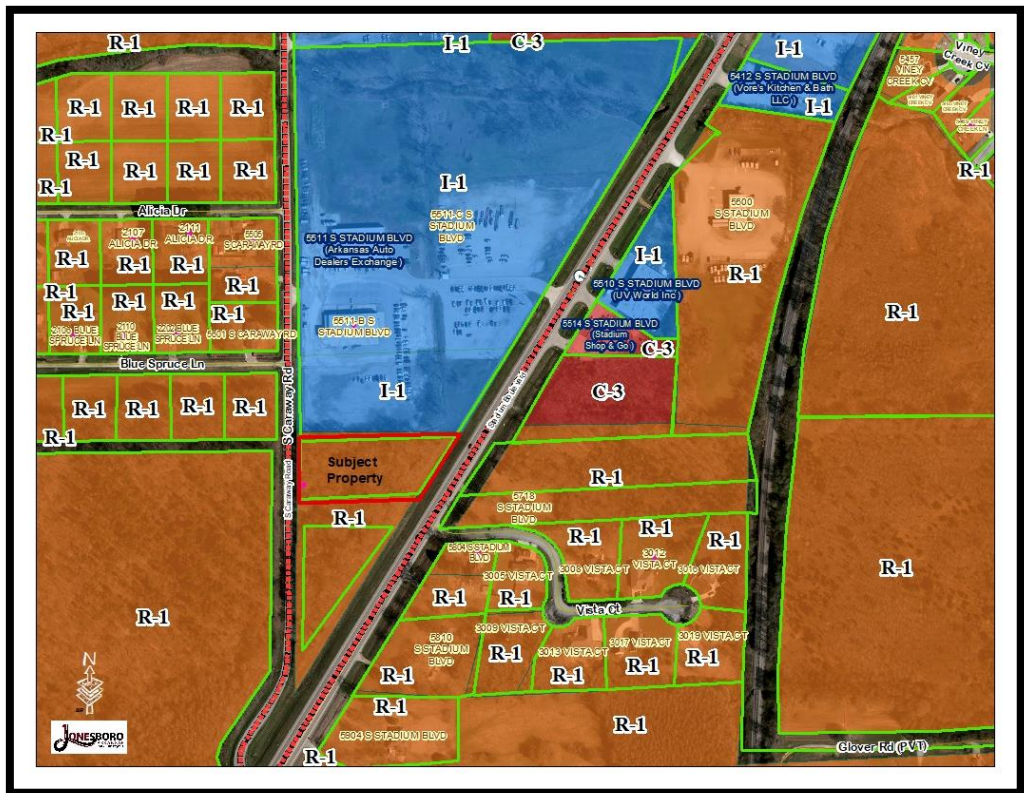
Density: Multi-family 8-14 Dwelling Units per acre

Height: 150 feet

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



*Land Use Map*



*Zoning Map*

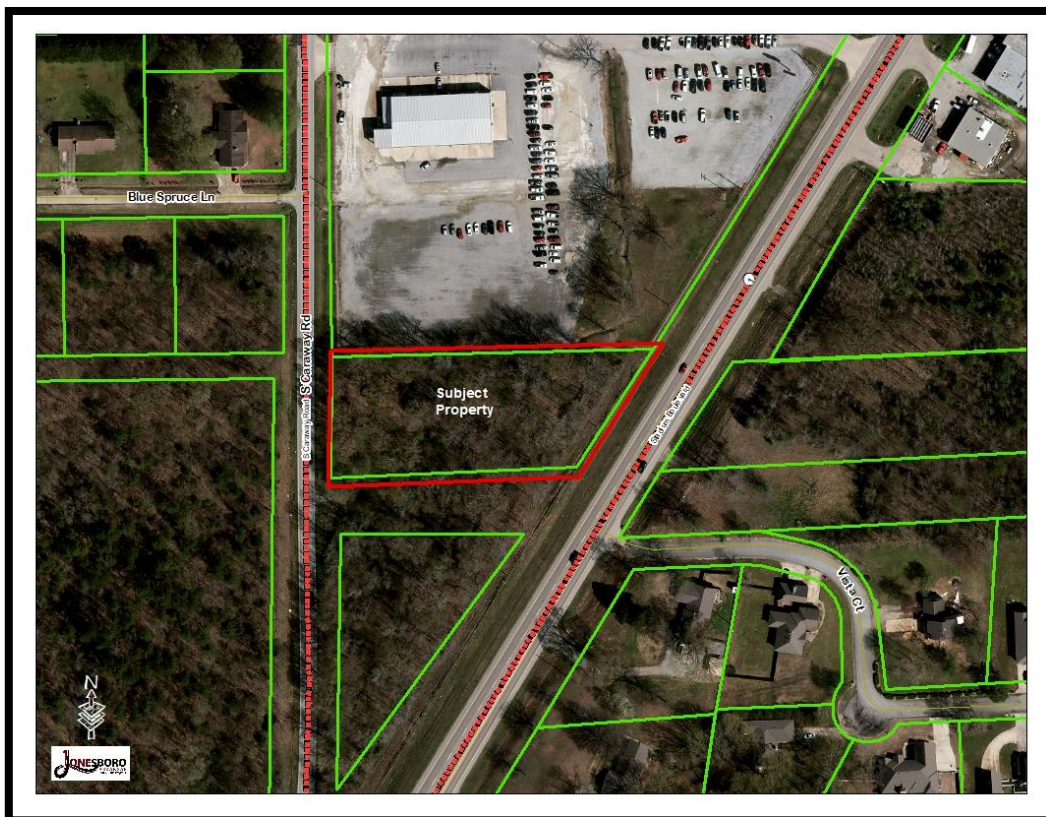
## **Master Street Plan/Transportation**

The subject property is served by South Caraway Road and Stadium Boulevard, the Master Street Plan classifies both South Caraway and Stadium as **Principal Arterials**.

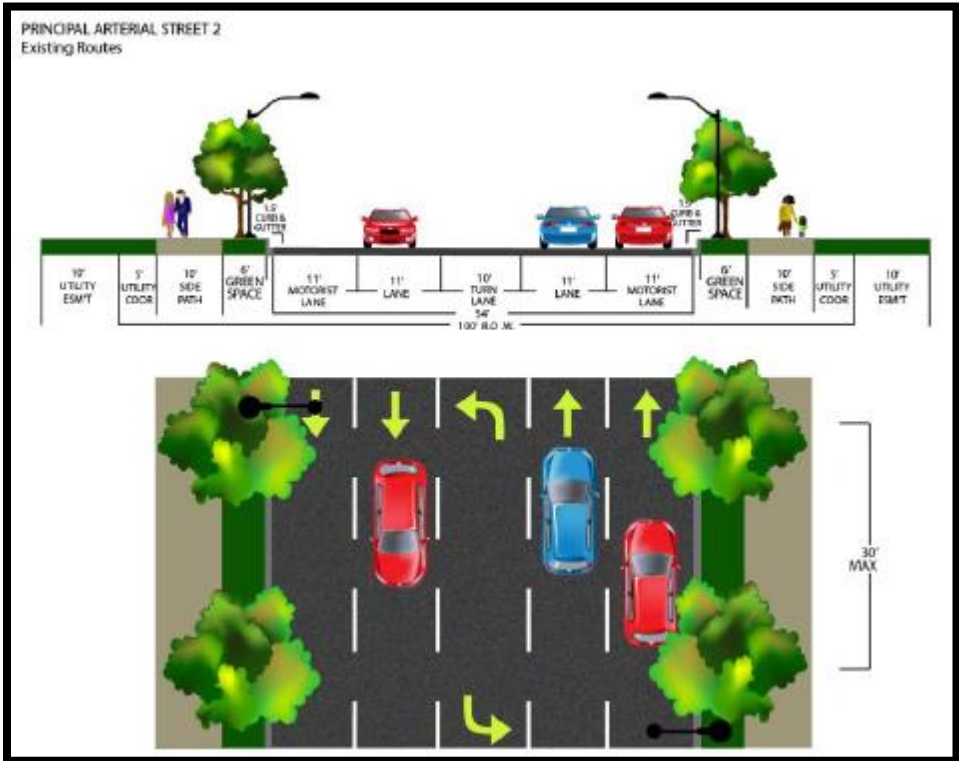
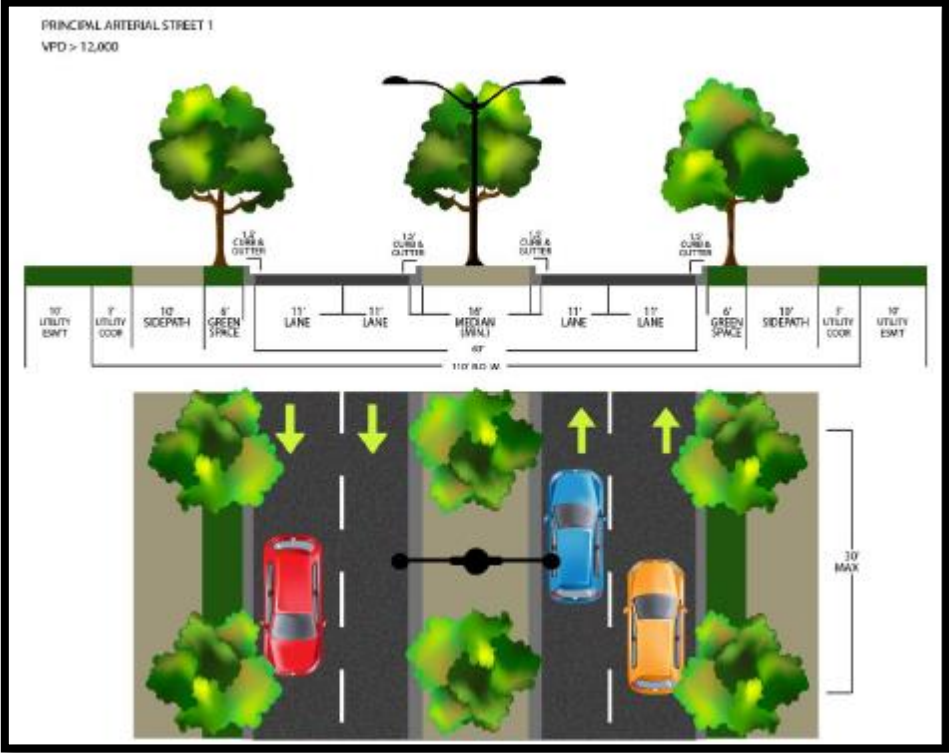
Principal Arterials provide both long distance connections through the urban area and to major traffic generators within the community. Roadways are designated principal arterials to imply the need to focus more on moving traffic rather than providing direct access to adjacent land. Traffic management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

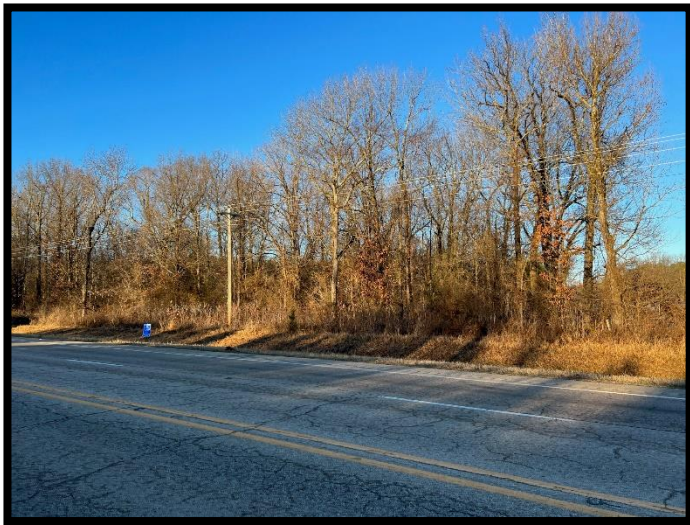
**FUNCTION:** The primary function of a Principal Arterial is to serve through traffic and to connect major traffic generators or activity centers within an urbanized area. Since these roads are designed for through traffic and are generally located three or more miles apart, dedication of additional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

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



*Principal Arterials*











*Rezoning Sign*

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

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

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



# Staff Findings:

## Applicant's Purpose

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

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

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

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

## Departmental/Agency Reviews:

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

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

**Conclusion:**

The Planning Department Staff finds that the requested Zone Change submitted for subject parcel, should be evaluated based on the above observations and criteria of Case RZ 23-02 a request to rezone property from “R-1” Single-Family Low Density District to “C-3” General Commercial District.

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

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

\*\*\*\*\*

**Sample Motion:**

I move that we place Case: RZ 23-02 on the floor for consideration of recommendation by MAPC to the City Council with the noted conditions, and we, the MAPC find that to rezone property from “R-1” Single-Family Low Density District to “C-3” General Commercial District will be compatible and suitable with the zoning, uses, and character of the surrounding area.

\*\*\*\*\*  
**MAPC RECORD OF PROCEEDINGS: PUBLIC HEARING HELD ON JANUARY 10, 2023**  
\*\*\*\*\*

**Wes Thornton and Scott Serwacki are requesting a Rezoning from R-1, Single-Family Medium Density District, to C-3, General Commercial District. This request is for 1.55 +/- acres located at 5618 South Caraway Road.**

**Applicant - Wes Thorton:** Stated he is co-owner of the property and they purchased it from someone who owns property on the other side of town. He said he and Scott Serwacki own property down the street and his shop is also down at the corner of Lawson St and HWY 1. He said it is currently zoned as a Residential R-1 and he believes this was grandfathered in. He said his assumption is that nobody will want to purchase that to build a residential house. He said it connects Caraway and Stadium and so with the auto auction, RV park, storage units and the Pentecostal church it makes sense for it to not be residential. He said he would like to put to rest a rumor. He said there is no desire or plans to develop an RV park on this lot.

**Staff - Derrel Smith:** Said it meets 5 of the 6 of the criteria for the zoning change, and they recommend approval with the following conditions:

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

**Commisioner - Jimmy Cooper:** Asked if Mr. Thorton would be okay with putting a stipulation saying there will be no RV Parks allowed.

**Thorton:** Said he has no problem with that.

**Open to Public Comments:**

**Public- Dale Smith – 2100 Pine Valley Ln:** Said his property is adjacent to the property in question. He is asking what the intent is. He said as a resident there was a rumor an application was put in for this to be a part of the minutes and for the rezoning effort. He was told a neighborhood meeting was answered in the affirmative in regards to this property and the rezoning proposal. He said he doesn't know of a meeting that occurred.

**Staff – Derrel Smith:** Said there has been no neighborhood meeting and it says on the application that the neighbors had not yet been approached.

**Dale Smith:** Asked if it was part of the procedure.

**Derrel Smith:** Said the meetings are not required.

**Dale Smith:** Said his primary concern would be what the property might be used for in the future. He said they are some commercial properties there. An auto auction, a facility that produces vaults and a church. He said the residents of his neighborhood adjacent to this property are concerned something unsightly that will drop property values will be placed there if rezoned. He said as a resident adjacent to this property he is opposed to this rezoning.

**Public - Brian Nolton – 5413 South Caraway:** Said he is here to find out what is going on that property.

**Commissioner - Kevin Bailey:** Explained they are not allowed to ask what they are doing or building with a rezoning request.

**Brian Nolton –** Asked if once the owner gets the information he's not required to let them know.

**City Attorney - Carol Duncan:** Said the owner can let them know if they choose to, but they are not allowed to ask that question. They have to assume anything that is allowable in the zoning that is being requested with the exception of the RV Park which he was willing to remove can be placed there.

**Public - James Watkins – 5401 South Caraway Rd:** Said he lives right down the street from this property. He said he was there because he had heard rumors of an RV Park being put in. He said the other RV park on Caraway road was snuck on there. He said he was out of state when this happened. He was told by neighbors it was going to be a mini storage which was no concern, but the RV park was put in and there was more concern because it lowered their property value as residents. He said that was his main concern, but he hears they are saying no RV park can go there and that would be good news to the residents. He said if they pass if for commercial he hopes something nicer will go in. He said a police officer told him that an RV park is a good place for pedophiles to go so they don't have to worry about registering.

**Carol Duncan:** Said she heard the rumor as well, but any sex offender who would happen to be at a park like that would be under the same requirements and restrictions as they would if they were in a house. She said it's not true that they don't have restrictions and requirements if they live in an RV park.

**James Watkins:** Said the temporary moving in for an RV Park.

**Carol Duncan:** She said the RV Park can restrict that and not rent to them if they choose to. She said they would have all the same requirements as they would if they were in the house.

**James Watkins:** Says his concern was the RV Park and it seems to be taken care of.

**Carol Duncan:** Said if they are in agreement it would be cleaner to do it as a limited use overlay and restrict the RV park.

**Wes Thorton:** Said they have no problem with that at all. He said there will not be an RV park there and they are willing to put it in writing.

**Monroe Pointer – Chairman:** Asked if they sell the property, would the rezoning go with that property.

**Carol Duncan:** Said with an overlay, it would stay with the property.

**COMMISSION ACTION:**

**Mr. Dennis Zolper** made a motion to approve Case RZ: 23-02, as submitted, to the City Council with the stipulations that were read by the Planning Department:

- 1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.**
- 2. A final site plan subject to all ordinance requirements shall be submitted to the Planning Department prior to any redevelopment of this property.**
- 3. Any change of use shall be subject to Planning Department approval in the future.**
- 4. The site must comply with all requirements of the Overlay District.**
- 5. Limited Use Overlay shall prohibit recreational vehicle parks.**

The motion was seconded by Mr. Jimmy Cooper.

**Roll Call Vote:**

**Aye: 5 – Jeff Steiling; Monroe Pointer; Jimmy Cooper; Jim Little; and Dennis Zolper**

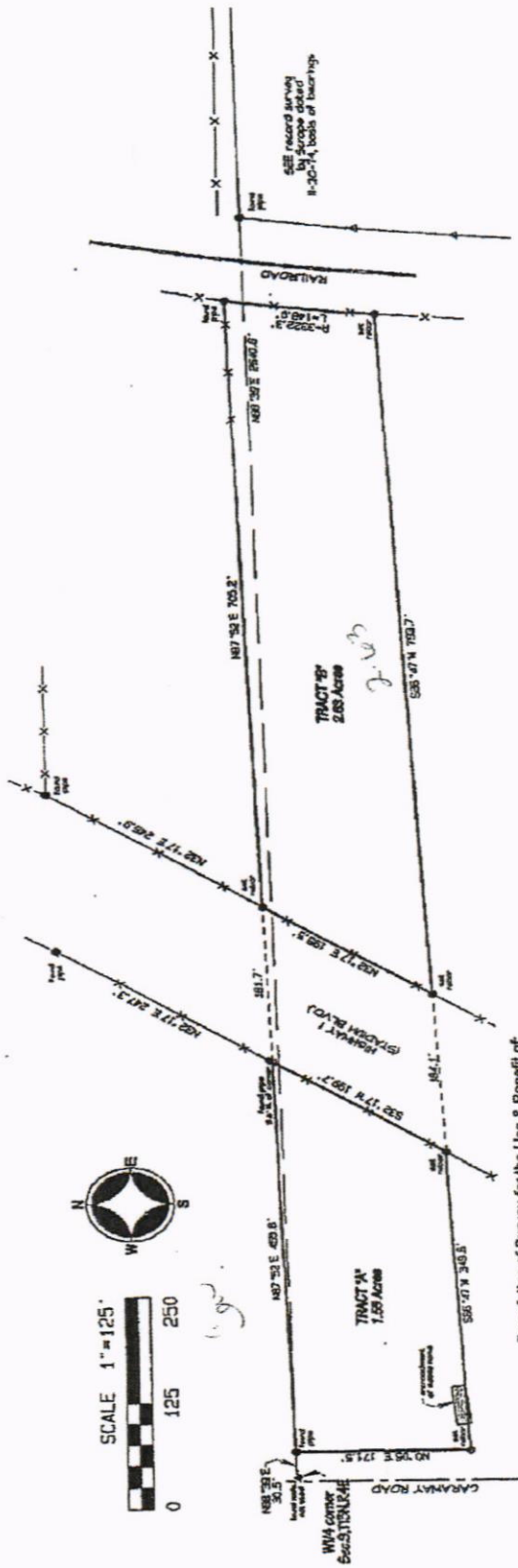
**Nay: 1 - Stephanie Nelson**

\*\*\*\*\*

BOOK I RECORDED PAGE 128  
 DATE 2-21-12 TIME 11:37 AM  
 CLERK DEPT. COUNTY  
 BY *[Signature]*  
 CIRCUIT CLERK

02 FEB 25 2012 9:57

CIRCUIT CLERK  
 COURT CLERK



Description of Survey for the Use & Benefit of:  
 J.E. Poland

OF:  
 The following described lands in Craighead County, Arkansas, to-wit:

**TRACT 'A':**  
 That part of the West Half of Section 9, Township 13 North, Range 4 East, being more particularly described as follows: Beginning at the West Quarter corner of said Section 9, run thence N88°39'E 30.5 feet to a found pipe on the East line of Caraway Road for the true point of beginning, run thence N87°52'E 455.8 feet to the West right-of-way of Highway 1, run thence S32°17'W along said right-of-way 199.7 feet, run thence S88°47'W 349.6 feet to the East line of Caraway Road, run thence N0°05'E along said East line 171.5 feet to the true point of beginning, containing 1.55 acres, more or less, AND subject to any utility easements.

**TRACT 'B':**  
 That part of the West Half of Section 9, Township 13 North, Range 4 East, being more particularly described as follows: Beginning at the West Quarter corner of said Section 9, run thence N88°39'E 30.5 feet to a found pipe on the East line of Caraway Road, run thence N87°52'E 637.5 feet to the East right-of-way of Highway 1 for the true point of beginning, run thence N87°52'E 705.2 feet to a found pipe on the West right-of-way of a railroad, run thence Southwesterly along said right-of-way curving to the left having a radius of 3322.3 feet a distance of 148.0 feet, run thence S88°47'W 793.7 feet to the East right-of-way of Highway 1, run thence N52°17'E along said right-of-way 195.5 feet to the true point of beginning, containing 2.85 acres, more or less, AND subject to any utility easements.

Notes:  
 1.) This survey is based upon documents provided me by the land owners, AHTD plans & record surveys.  
 2.) Arkansas State Highway Department bearings not used, monuments found from record survey by Scrape used for basis of bearings.  
 3.) There is an encroachment of a mobile home on the South line of Tract 'A'.

Dated: February 5, 2012



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: ORD-23:002

Agenda Date: 1/17/2023

Version: 1

Status: First Reading

In Control: City Council

File Type: Ordinance

AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 SINGLE FAMILY RESIDENTIAL TO C-4 LUO NEIGHBORHOOD COMMERCIAL DISTRICT FOR PROPERTY LOCATED AT 1916 DISCIPLE DRIVE, JONESBORO, AR AS REQUESTED BY CORNERSTONE UNITED METHODIST CHURCH.

AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES.

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

### **SECTION 1:**

Chapter 117, Article III, known as the Zoning Ordinance of the City of Jonesboro, Arkansas be amended as recommended by the Metropolitan Area Planning Commission (“MAPC”) by the changes in zoning classification as follows:

FROM: R-1 Single Family Residential

TO: C-4 LUO Neighborhood Commercial District with Limited Use Overlay

For the following described property:

### **LEGAL DESCRIPTION:**

LOT 3A OF CORNERSTONE UNITED METHODIST CHURCH ADDITION REPLAT OF LOTS 3 AND 4 OF CORNERSTONE UNITED METHODIST CHURCH ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, AS SHOWN BY PLAT RECORDED IN PLAT CABINET “C” AT PAGE 101 AT JONESBORO, ARKANSAS, SUBJECT TO EASEMENTS AS SHOWN ON RECORDED PLAT.

### **SECTION 2:**

All ordinances and parts of ordinances in conflict herewith are hereby repealed.

### **SECTION 3:**

The rezoning of this property shall adhere to the following conditions:

1. That the proposed site plan shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual Flood Plain Regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.
3. Any change of use shall be subject to Planning Commission approval in the future.
4. The Limited Use Overlay shall prohibit: Bed and Breakfast; Communication Towners; Convenience Stores; Hospitals; Recreation/Entertainment (indoor and outdoor); Restaurants (general & fast food); Service Stations; Signs (off premises); Churches; Cemeteries.



*City of Jonesboro Metropolitan Area Planning Commission  
Staff Report – RZ 23-01 1916 Disciple Drive  
Municipal Center - 300 S. Church St.  
For Consideration by the Commission January 10, 2023*

**REQUEST:** To consider a rezoning of one tract of land containing 2.83 acres more or less.

**PURPOSE:** A request to consider recommendation to Council for a rezoning from “R-1” Single-Family Low Density District to “C-4 LUO” Neighborhood Commercial District with a Limited Use Overlay.

**APPLICANT:** Jim Gramling, Gramling Law Firm, 2500 Alexander Dr. Ste. B  
**OWNER:** Shannon Davis, Trustee, 1910 Disciple Dr.

**LOCATION:** 1916 Disciple Drive

**SITE**

**DESCRIPTION:** **Tract Size:** Approx. 2.83 Acres  
**Street Frontage:** Approx. 190.23 ft.  
**Existing Development:** Vacant lot with gravel road.

**SURROUNDING CONDITIONS:**

ZONE	LAND USE
North	C-3 – Commercial
South	R-1 - Church
East	R-1 - Single Family Residential
West	R-1 – Single Family Residential

**HISTORY:** Vacant

## ZONING ANALYSIS:

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

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

The Current/Future Land Use Map recommends this location as a **Moderate Intensity Growth Sector**. A wider mix of land uses is appropriate in the moderate intensity sectors. Control of traffic is probably the most important consideration in this sector. Additionally, good building design, use of quality construction materials, and more abundant landscaping are important considerations in what is approved, more so than the particular use. Limits on hours of operation, lighting standards, screening from residential uses, etc. may be appropriate. Consideration should be given to appropriate locations of transit stops.

#### Typical Land Uses:

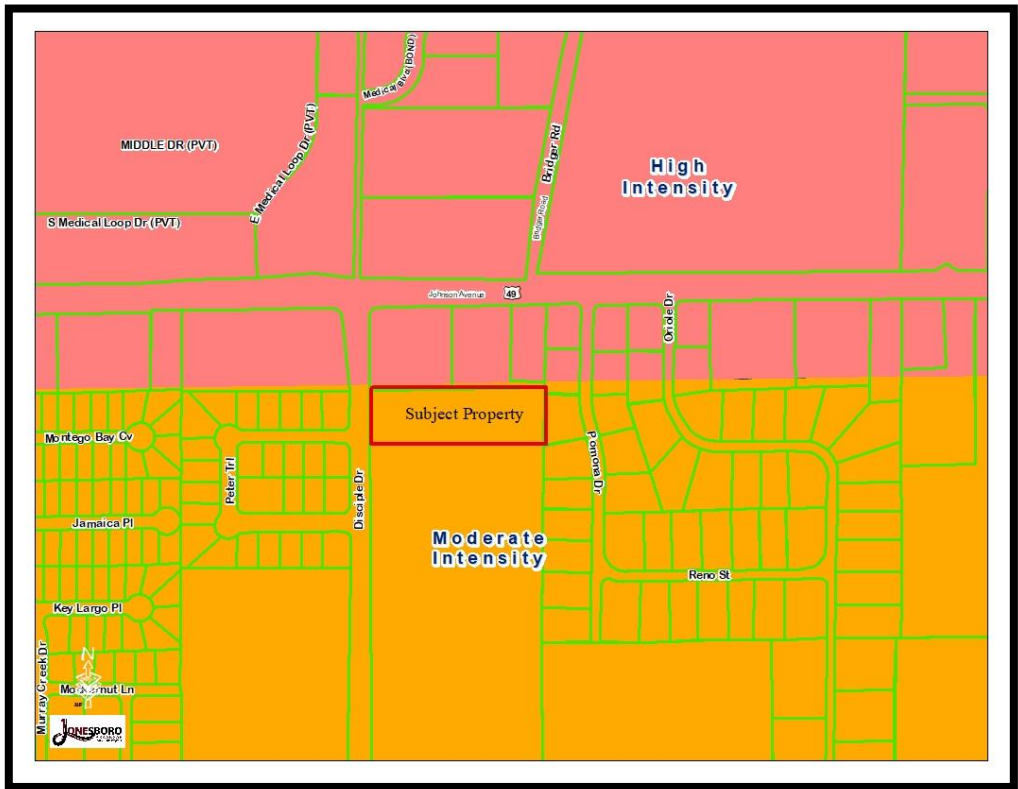
- Single Family Residential
- Attached Single Family, duplexes, triplexes and fourplexes
- Neighborhood retail, Neighborhood services Office parks
- Smaller medical offices
- Libraries, schools, other public facilities
- Senior living centers/nursing homes, etc.
- Community-serving retail
- Small supermarket
- Convenience store
- Bank
- Barber/beauty shop
- Farmer's Market
- Pocket Park

Density: 1/5 to 1/3 acre lots for Single Family

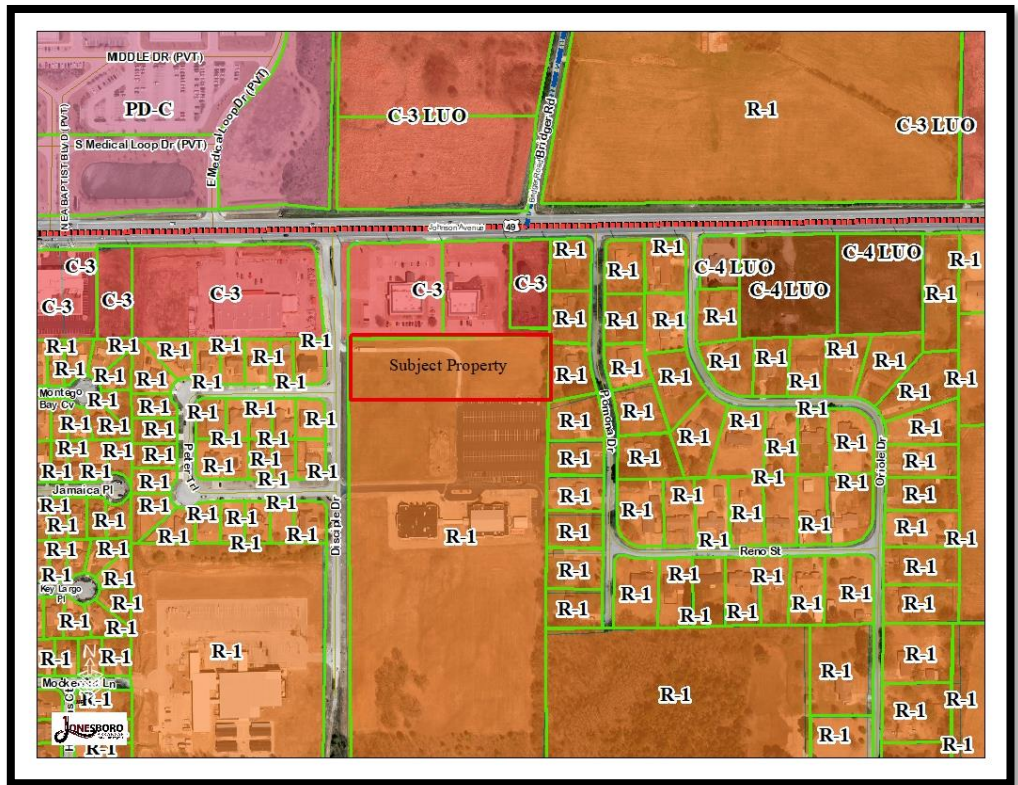
No more than six dwelling units per acre for Multi-Family. Multi-Family should only be allowed on collector and above streets that have been improved or scheduled to be improved in the next construction cycle of city projects unless the developer is willing to build the roads to Master Street Plan stands that serve the development.

Height: 4 Stories

Traffic: Approximately 300 peak hour trips (Commercial Only)



*Land Use Map*



*Zoning Map*

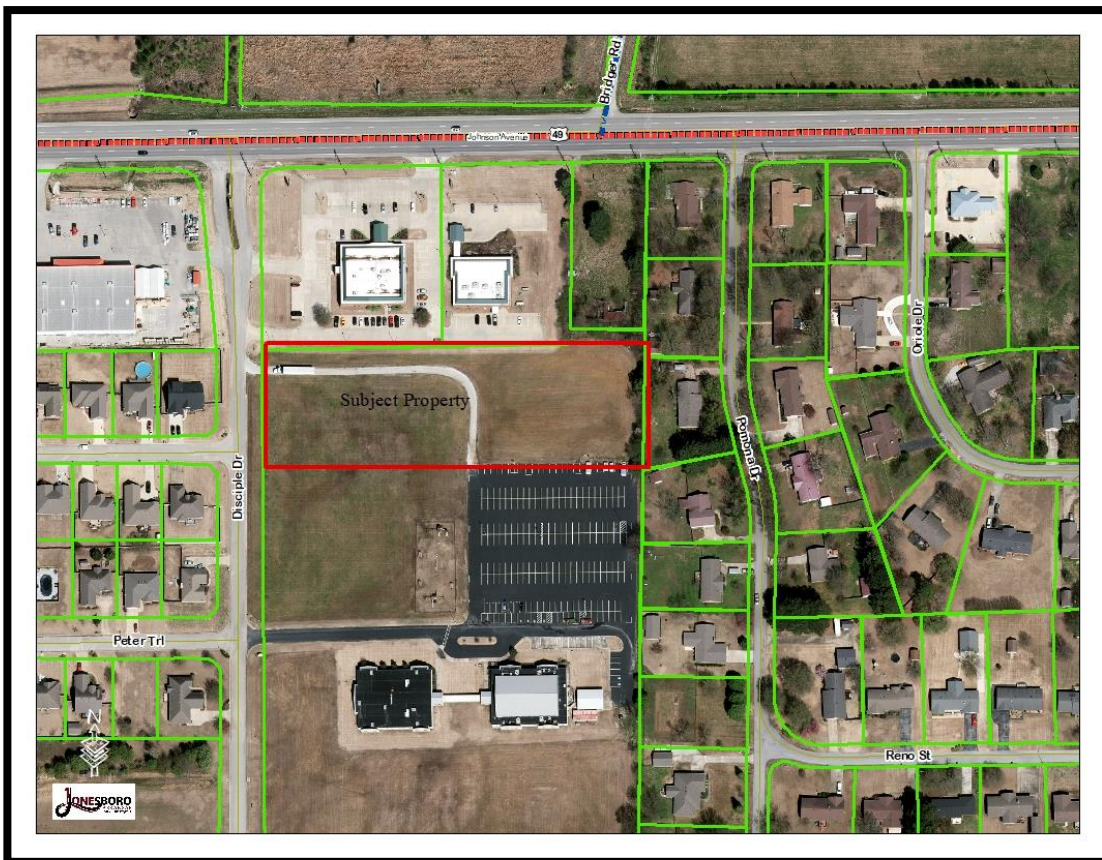
## **Master Street Plan/Transportation**

The subject property is served by Disciple Drive, the Master Street Plan classifies Disciple Drive as a **Local Street**.

Local Streets serve the lowest traffic volumes. Low traffic volumes combined with slow travel speeds help to create a good residential setting. New developments should be reviewed to avoid creating cut-through streets that become commuter routes that generally lower quality of life for residents.

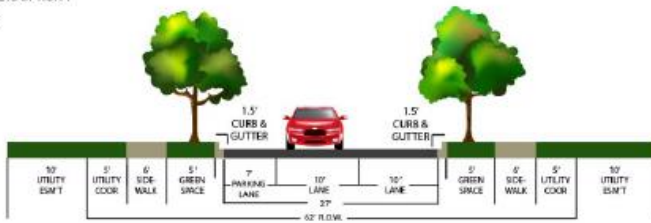
**FUNCTION:** The Local Street function is to provide access to adjacent property. The movement of traffic is a secondary purpose. The use of a Local Street in a residential area by heavy trucks and buses should be minimized.

**DESIGN:** Local Street Option 1 is to be used when on-street parking is provided within the development. Option 2 is to be used when on-street parking is not provided within the development. Option 3 is to be used in commercial mixed use areas.

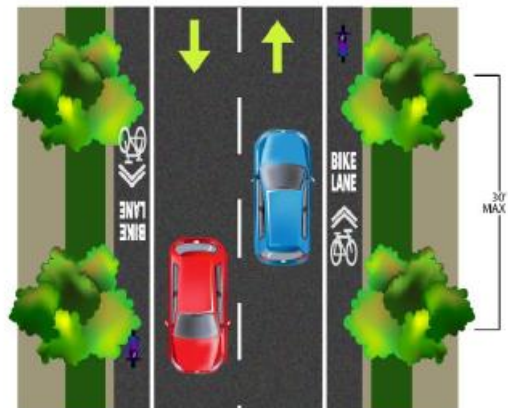
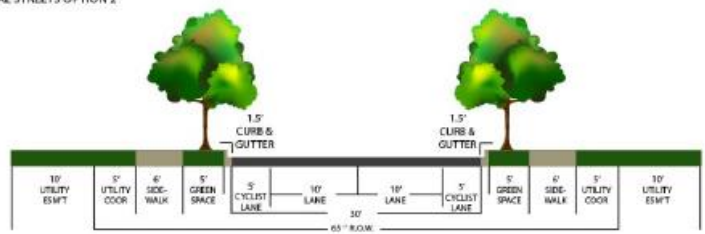


*Local Street*

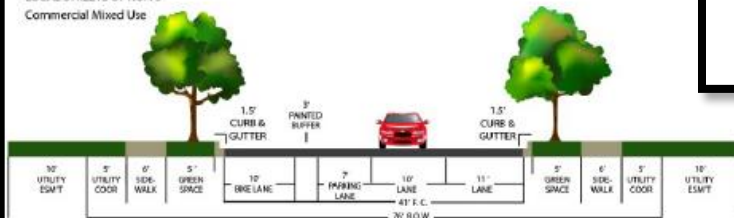
LOCAL STREETS OPTION 1  
VPD < 3,000



LOCAL STREETS OPTION 2



LOCAL STREETS OPTION 3  
Commercial Mixed Use











*Rezoning Sign*

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

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

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

# Staff Findings:

**Applicant’s Purpose**

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

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

**Chapter 117 of the City Code of Ordinances/Zoning defines C-4 as follows:**

Neighborhood Commercial District. This district provides for limited retail trade and services designed to serve adjacent residential neighborhoods, usually of a high or medium density character. Such districts should generally be limited to collector or arterial street locations or other carefully selected areas. Buildings are to be of residential character regarding outward appearance.

**Departmental/Agency Reviews:**

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

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



**Conclusion:**

The Planning Department Staff finds that the requested Zone Change submitted for subject parcel, should be evaluated based on the above observations and criteria of Case RZ 23-01 a request to rezone property from “R-1” Single-Family Low Density District to “C-4 LUO” Neighborhood Commercial District with a Limited Use Overlay.

1. The proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.
3. Any change of use shall be subject to Planning Department approval in the future.
4. The Limited Use Overlay shall prohibit:
  - Bed and Breakfast
  - Communication Towers
  - Convenience Stores
  - Hospitals
  - Recreation/Entertainment (indoor and outdoor),
  - Restaurants (general & fast food)
  - Service Stations
  - Signs (off premises)
  - Churches
  - Cemeteries

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

\*\*\*\*\*

**Sample Motion:**

I move that we place Case: RZ 23-01 on the floor for consideration of recommendation by MAPC to the City Council with the noted conditions, and we, the MAPC find that to rezone property from “R-1” Single-Family Low Density District to “C-4 LUO” Neighborhood Commercial District with a Limited Use Overlay will be compatible and suitable with the zoning, uses, and character of the surrounding area.

\*\*\*\*\*  
**MAPC RECORD OF PROCEEDINGS: PUBLIC HEARING HELD ON JANUARY 10, 2023**  
\*\*\*\*\*

Shannon Davis is requesting a Rezoning from R-1, Single-Family Medium Density District, to C-4 LUO, Neighborhood Commercial District with a Limited Use Overlay. This request is for 2.83 +/- acres located at 1916 Disciple Drive.

Applicant - Jim Gramling, Gramling Law Firm for Cornerstone United Methodist Church: state this is a small piece of property to the north of the church. He said the church is going to stay there which is why they have an interest of what goes there and why they are requesting the rezoning. He said no fast food, no restaurants, primarily looking at offices with fairly light use. He said there was a neighborhood meeting and he asked Monica from Planning for everyone in 400 ft. instead of 200 ft. He said 2 people showed, nobody objected, and they still haven't had any objections.

Staff – Derrel Smith: Stated it meets all 6 of the criteria for the zoning change, and they recommend approval with the following conditions:

1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted to, reviewed, and approved by the Planning Department prior to any redevelopment of this property.
3. Any change of use shall be subject to Planning Department approval in the future.
4. Limited overlay shall prohibit bed and breakfasts, communication towers, convenient stores, hospitals, indoor and outdoor recreational entertainment, restaurants, general and fast food, gas stations, off premise signs, churches and cemeteries.

Open for public comments, none were made.

**COMMISSION ACTION:**

Mr. Jimmy Cooper made a motion to approve Case RZ: 23-01, as submitted, to the City Council with the stipulations that were read by the Planning Department:

1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted to, reviewed, and approved by the Planning Department prior to any redevelopment of this property.

- 3. Any change of use shall be subject to Planning Department approval in the future.**
- 4. Limited overlay shall prohibit bed and breakfasts, communication towers, convenient stores, hospitals, indoor and outdoor recreational entertainment, restaurants, general and fast food, gas stations, off premise signs, churches and cemeteries.**

**The motion was seconded by Mr. Dennis Zolper.**

**Roll Call Vote:**

**Aye: 6 – Stephanie Nelson; Jeff Steiling; Monroe Pointer; Jimmy Cooper; Jim Little; and Dennis Zolper**

**Nay: 0**

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**LEGAL DESCRIPTION:**

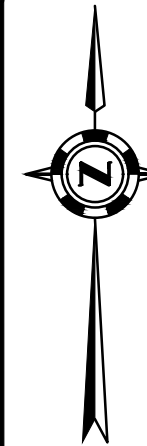
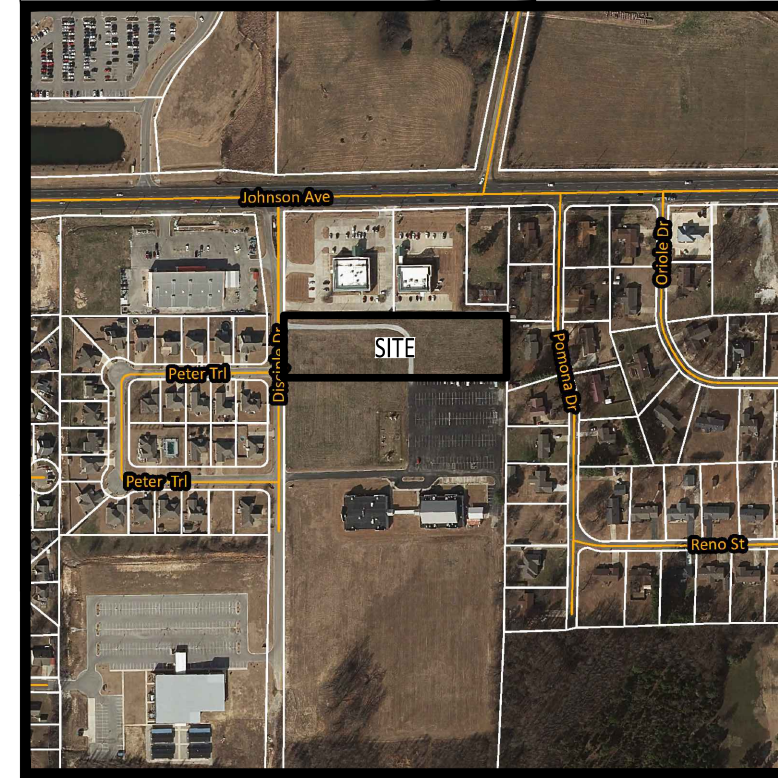
LOT 1 OF CORNERSTONE UNITED METHODIST CHURCH ADDITION REPLAT OF LOT 3A OF CORNERSTONE UNITED METHODIST CHURCH ADDITION REPLAT, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS.

**CERTIFICATE OF SURVEY:**

TO ALL PARTIES INTERESTED IN TITLE TO THESE PREMISES: I HEREBY CERTIFY THAT I HAVE PRIOR TO THIS DAY MADE A SURVEY OF THE ABOVE DESCRIBED PROPERTY AS SHOWN ON THE PLAT OF SURVEY HEREON. THE PROPERTY LINES AND CORNER MONUMENTS, TO THE BEST OF MY KNOWLEDGE AND ABILITY, ARE CORRECTLY ESTABLISHED: THE IMPROVEMENTS ARE AS SHOWN ON THE PLAT OF SURVEY. ENCROACHMENTS, IF ANY, AS DISCLOSED BY SURVEY, ARE SHOWN HEREON.

**SURVEYOR NOTES:**

- 1) BASIS OF BEARINGS: GPS OBSERVATIONS (ARKANSAS NORTH STATE PLANE COORDINATE SYSTEM)
- 2) THE RESEARCH COMPLETED FOR THIS SURVEY INCLUDES:
  - CORNERSTONE UNITED METHODIST CHURCH ADDITION REPLAT (CABINET "C", PAGE 101)
  - REPLAT OF LOT 2 OF CORNERSTONE UNITED METHODIST CHURCH ADDITION (CABINET "C" PAGE 218)
  - WHEELER HEIGHTS SUBDIVISION (CABINET "A" PAGE 52)
  - JOHN HARDY MEADOW (CABINET "C", PAGE 103)
- 3) ALL CORNER MONUMENTS SET ARE 1/2" REBAR, UNLESS NOTED OTHERWISE ON THE PLAT.
- 4) OWNER: CORNERSTONE UNITED METHODIST CHURCH (FORMERLY HUNTINGTON AVENUE UNITED METHODIST CHURCH)
- 5) FLOOD PLAIN: THIS TRACT DOES NOT LIE WITHIN THE 100-YR SPECIAL FLOOD HAZARD AREA PER FLOOD INSURANCE RATE MAP OF CRAIGHEAD CO., AR, AND INCORPORATED AREAS, COMMUNITY PANEL NO. 05031C0063 C WITH AN EFFECTIVE DATE OF 09/27/91.
- 6) THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD OR ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.
- 7) CURRENT R-1 ZONING: REQUESTED C-3 LUO ZONING: (C-3 LUO SETBACKS: 25' STREET; 10' SIDE; & 20' REAR)



**VICINITY MAP**

NOT TO SCALE

REZONE LOT 1, CORNERSTONE UNITED METHODIST CHURCH ADDN. REPLAT OF LOT 3A

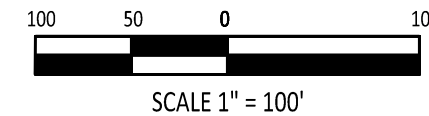
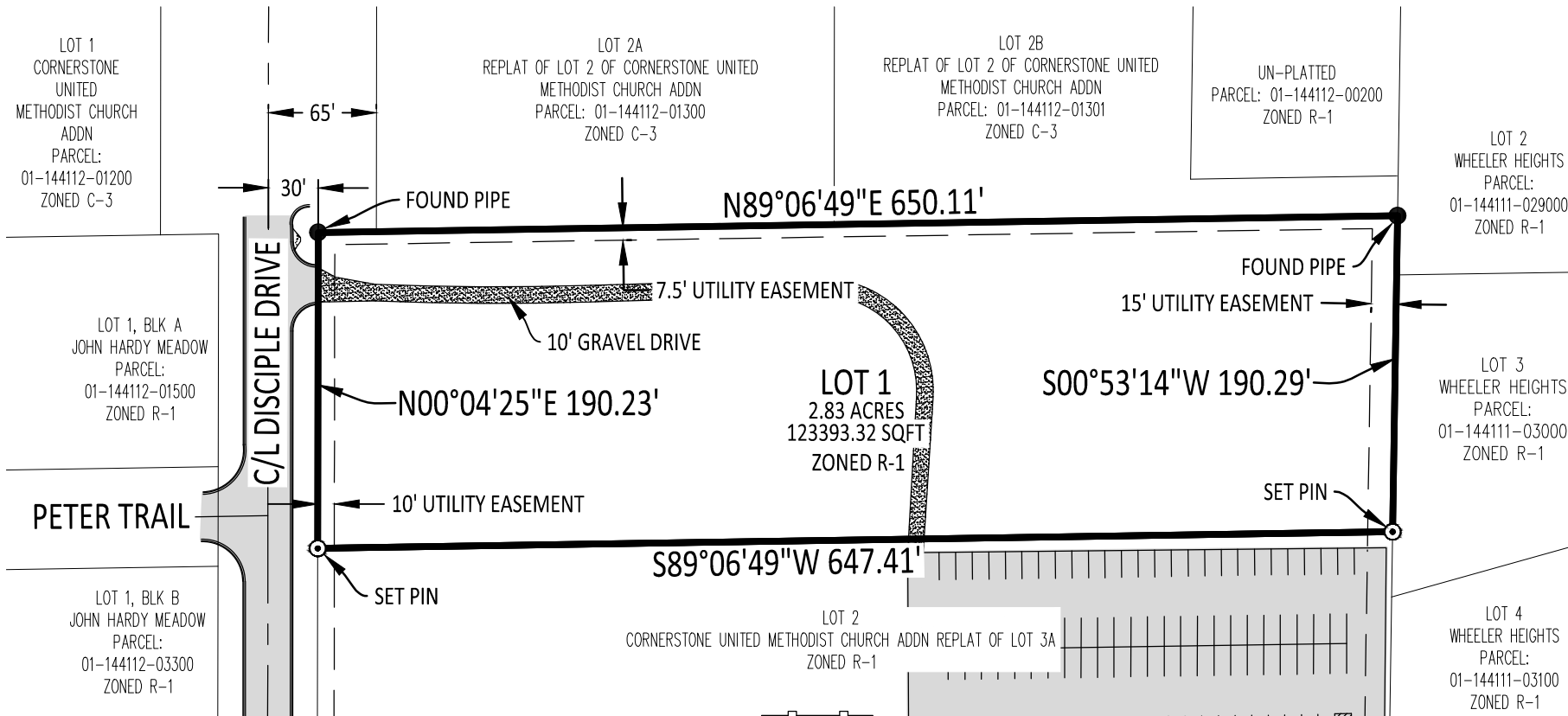
CLIENT:  
CORNERSTONE UNITED METHODIST CHURCH

**Horizon**  
LAND SURVEYING, LLC

2918 WOOD ST., JONESBORO, AR 72404 PHONE: 870-243-0092



**EXISTING R-1 ZONING**  
**REQUESTED C-3 LUO ZONING**



**DRAWING INFO**

DRAWN BY:	BRE	SCALE:	1" = 100'
DATE:	11/23/2022	JOB NO.:	H22-181

**REZONING PLAT**

SHEET NUMBER:

**1** of **1**



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: ORD-22:047

**Agenda Date:**

**Version:** 1

**Status:** Third Reading

**In Control:** City Council

**File Type:** Ordinance

AN ORDINANCE TO VACATE AND ABANDON A PORTION OF STREET RIGHT OF WAY FOR UNDEVELOPED HARLAN COVE LOCATED NORTH OF JONATHON DRIVE AS REQUESTED BY FISHER & ARNOLD, INC.

Being more particularly described as follows:

TRACT A:

AN UNDEVELOPED PORTION OF HARLAN COVE AS SHOWN ON THE AMENDED REPLAT OF LOT 2, BLOCK D, APPLE HILLS SUBDIVISION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS AS RECORDED IN BOOK 179, PAGE 84, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2 OF THE AMENDED REPLAT OF LOT 2, BLOCK D, APPLE HILLS SUBDIVISION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS AS RECORDED IN BOOK 179, PAGE 84; THENCE NORTH 89°26'50" EAST, 132.49 FEET; THENCE SOUTH 00°41'55" WEST, 249.50 FEET TO THE POINT OF BEGINNING PROPER; THENCE CONTINUE SOUTH 00°41'55" WEST, 86.61 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG SAID CURVE WITH A CENTRAL ANGLE OF 120°01'29", A RADIUS OF 50.00 FEET, 104.73 FEET TO A POINT THAT BEARS NORTH 00°41'55" EAST, 86.61 FEET FROM THE LAST SAID POINT, SAID POINT BEING THE POINT OF BEGINNING PROPER, 1,536 SQUARE FEET, MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

TRACT B:

AN UNDEVELOPED PORTION OF HARLAN COVE AS SHOWN ON THE AMENDED REPLAT OF LOT 2, BLOCK D, APPLE HILLS SUBDIVISION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS AS RECORDED IN BOOK 179, PAGE 84, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2 OF THE AMENDED REPLAT OF LOT 2, BLOCK D, APPLE HILLS SUBDIVISION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS AS RECORDED IN BOOK 179, PAGE 84; THENCE

NORTH 89°26'50" EAST, 182.58 FEET; THENCE SOUTH 00°41'55" WEST, 250.65 FEET TO THE POINT OF BEGINNING PROPER, SAID POINT BEING ON A CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG SAID CURVE WITH A CENTRAL ANGLE OF 119°46'33", A RADIUS OF 50.00 FEET, 104.52 FEET TO A POINT THAT BEARS SOUTH 00°41'55" WEST, 86.50 FEET FROM THE LAST SAID POINT; THENCE NORTH 00°41'55" EAST, 86.50 FEET TO THE POINT OF BEGINNING PROPER, 1,528 SQUARE FEET, MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

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

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

TRACT A:

AN UNDEVELOPED PORTION OF HARLAN COVE AS SHOWN ON THE AMENDED REPLAT OF LOT 2, BLOCK D, APPLE HILLS SUBDIVISION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS AS RECORDED IN BOOK 179, PAGE 84, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2 OF THE AMENDED REPLAT OF LOT 2, BLOCK D, APPLE HILLS SUBDIVISION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS AS RECORDED IN BOOK 179, PAGE 84; THENCE NORTH 89°26'50" EAST, 132.49 FEET; THENCE SOUTH 00°41'55" WEST, 249.50 FEET TO THE POINT OF BEGINNING PROPER;

THENCE CONTINUE SOUTH 00°41'55" WEST, 86.61 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG SAID CURVE WITH A CENTRAL ANGLE OF 120°01'29", A RADIUS OF 50.00 FEET, 104.73 FEET TO A POINT THAT BEARS NORTH 00°41'55" EAST, 86.61 FEET FROM THE LAST SAID POINT, SAID POINT BEING THE POINT OF BEGINNING PROPER, 1,536 SQUARE FEET, MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

TRACT B:

AN UNDEVELOPED PORTION OF HARLAN COVE AS SHOWN ON THE AMENDED REPLAT OF LOT 2, BLOCK D, APPLE HILLS SUBDIVISION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS AS RECORDED IN BOOK 179, PAGE 84, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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LOT 2, BLOCK D, APPLE HILLS SUBDIVISION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS AS RECORDED IN BOOK 179, PAGE 84; THENCE NORTH 89°26'50" EAST, 182.58 FEET; THENCE SOUTH 00°41'55" WEST, 250.65 FEET TO THE POINT OF BEGINNING PROPER, SAID POINT BEING ON A CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG SAID CURVE WITH A CENTRAL ANGLE OF 119°46'33", A RADIUS OF 50.00 FEET, 104.52 FEET TO A POINT THAT BEARS SOUTH 00°41'55" WEST, 86.50 FEET FROM THE LAST SAID POINT; THENCE NORTH 00°41'55" EAST, 86.50 FEET TO THE POINT OF BEGINNING PROPER, 1,528 SQUARE FEET, MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

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

## PETITION

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

PETITION TO ABANDON A PORTION OF STREET RIGHT OF WAY FOR UNDEVELOPED HARLAN COVE LOCATED NORTH OF JONATHON DRIVE.

We / I the undersigned, being the owner/s of all property adjoining the following right of way located in the City of Jonesboro, Arkansas, described as follows:

TRACT A:

AN UNDEVELOPED PORTION OF HARLAN COVE AS SHOWN ON THE AMENDED REPLAT OF LOT 2, BLOCK D, APPLE HILLS SUBDIVISION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS AS RECORDED IN BOOK 179, PAGE 84, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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TRACT B:

AN UNDEVELOPED PORTION OF HARLAN COVE AS SHOWN ON THE AMENDED REPLAT OF LOT 2, BLOCK D, APPLE HILLS SUBDIVISION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS AS RECORDED IN BOOK 179, PAGE 84, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

DATED this 15<sup>th</sup> day of NOVEMBER 2022.



PROPERTY OWNER NAME AND ADDRESS:

Jackson Rentals and Investments

Wilma Jean Darvis

1817 Covey Drive


500 Jonathon Drive

Jonesboro, AR 72404

Jonesboro, AR 72401

  
\_\_\_\_\_  
Walter K Jackson, Signature

11-15-22  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Wilma Jean Darvis, Signature  
Nov. 15, 2022  
\_\_\_\_\_  
Date

Subscribed and sworn to before me this 15<sup>th</sup> day of November, 2022

(SEAL)

JUSTUS SAWYER  
CRAIGHEAD COUNTY  
NOTARY PUBLIC - ARKANSAS  
My Commission Expires July 19, 2032  
Commission No. 12719844

  
\_\_\_\_\_  
NOTARY

Expiration date: 7-19-32



March 1, 2022

Fisher Arnold  
Attn: Jeremy Bevill  
404 Creath Ave  
Jonesboro, AR 72401

RE: Abandonment of Right-Of-Way  
Harlan Cove

Dear Mr. Bevill,

The City of Jonesboro Engineering and Planning Departments concur with the abandonment of the right-of-way as shown as tract A and B on the attached plat prepared by Ridge Surveying & Consulting PLLC., dated 10/12/2021.

Please call if more information is needed.

Sincerely,

Craig Light, PE, CFM  
Chief City Engineer

Derrel Smith  
Planning Director



*Owned by the Citizens of Jonesboro*

March 10, 2022

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

Re: Right of Way Abandonment  
Harlan Cove, Apple Hills Subdivision  
Book 179, Page 84  
Jonesboro, Craighead County, Arkansas

Dear April:

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

An undeveloped portion of Harlan Cove as shown on the amended replat of Lot 2 and Lot 3, Block D, Apple Hills Subdivision to the City of Jonesboro, as recorded in Book 179, Page 84 in the Office of the Circuit Clerk for Jonesboro, Craighead County, Arkansas. As shown as Tract A and Tract B on the attached Exhibit "A".

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

Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jake Rice III", written over a horizontal line.

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

Enclosure

Cc: Fisher & Arnold, INC.

February 28, 2022

Jeremy Bevill P.E, CFM

Fisher Arnold

Civil Engineer

404 Creath Ave.

Jonesboro, Ar, 72404

Ritter Communications agrees with the abandonment of a portion of the street right of way for Harlan Cove located north of Jonathon Drive. The location is shown on the Right-Of-Way Abandonment Exhibit as described in the attached.

Thanks



Rich Busby

Ritter Communications

OSP Engineering Director

Office 870-336-3471

[rich.busby@rittercommunications.com](mailto:rich.busby@rittercommunications.com)



**Todd R. Gregory** P.O. Box 6505  
 AT&T Arkansas Hot Springs, AR 71901  
 Right-of-Way & Phone: (501) 321-3207  
 Joint Pole Use Mgr. Cell: (501) 276-3791  
 tg5473@att.com

*Transmitted via E-mail*

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

DATE: 04/28/2022

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

REQUESTED VACATION:

**Right-of-Way for older street plan**

I have been notified of the petition for Right-of-Way Abandonment for Harlan Cove, Jonesboro AR

Described as follows:

**LEGAL DESCRIPTION:**

**TRACT A:**

AN UNDEVELOPED PORTION OF HARLAN COVE AS SHOWN ON THE AMENDED REPLAT OF LOT 2, BLOCK D, APPLE HILLS SUBDIVISION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS AS RECORDED IN BOOK 179, PAGE 84, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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**TRACT B:**

AN UNDEVELOPED PORTION OF HARLAN COVE AS SHOWN ON THE AMENDED REPLAT OF LOT 2, BLOCK D, APPLE HILLS SUBDIVISION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS AS RECORDED IN BOOK 179, PAGE 84, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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UTILITY COMPANY COMMENTS:

No objections to the vacation described above.

Signature of AT&T Company Representative:

Todd R. Gregory



03/08/2022

Fisher Arnold Engineers  
Jeremy Bevill, PE  
404 Creath Avenue  
Jonesboro, AR 72401

**RE: Partial Easement Abandonment – Harlan Cove, Jonesboro, AR**

*TRACT A:*

*AN UNDEVELOPED PORTION OF HARLAN COVE AS SHOWN ON THE AMENDED REPLAT OF LOT 2, BLOCK D, APPLE HILLS SUBDIVISION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS AS RECORDED IN BOOK 179, PAGE 84, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:*

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*TRACT B:*

*AN UNDEVELOPED PORTION OF HARLAN COVE AS SHOWN ON THE AMENDED REPLAT OF LOT 2, BLOCK D, APPLE HILLS SUBDIVISION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS AS RECORDED IN BOOK 179, PAGE 84, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:*

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Jeremy Bevill:

After reviewing your request of the Easement Abandonment in Jonesboro, AR, Cequel III Communications I, LLC d/b/a Suddenlink Communications has verified there is not active CATV facilities in this easement.

Given the verification stated above, Altice USA has no objection with the requested Easement Abandonment.

Yours truly,

Mike Alexander  
Senior Vice President



Summit Utilities Arkansas, Inc.

1400 Centerview Dr.  
Little Rock, AR 72211  
summitutilities.com

### UTILITY RELEASE FORM

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

Utility Company: Summit Utilities Arkansas, Inc. Date: 2/25/2022

Requested Abandonment: Right-of-way abandonment

Legal Description:

Abandon a portion of street right-of-way for undeveloped Harlan Cove located north of Jonathon Drive as shown on the right-of-way abandonment Exhibit included. The street right of way extends along the east and west of Harlan Cove in Tract A and Tract B. The entire area lies within S06 T14N R4E Jonesboro, Craighead County, Arkansas, and is described more particularly as followed. Tract A: An undeveloped portion of Harlan Cove as shown on the amended replat of Lot 2, Block D, Apple Hills Subdivision to the City of Jonesboro, Craighead County, Arkansas as recorded in Book 179, Page 84. Tract B: An undeveloped portion of Harlan Cove as shown on the amended replat of Lot 2, Block D, Apple Hills Subdivision to the City of Jonesboro, Craighead County, Arkansas as recorded in Book 179, Page 84.

UTILITY COMPANY COMMENTS:

No objections to the abandonment(s) described above.

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

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

Described reasons for objection or easements to be retained.

*Grace Grubb*  
Signature of Utility Company Representative

Engineer  
Title

## ADJACENT PROPERTY OWNER NOTIFICATION FORM:

Fisher and Arnold Inc., on behalf of Jackson Rentals & Investments, LLC, is requesting the abandonment of a portion of street right of way for undeveloped Harlan Cove located north of Jonathon Drive as shown on the Right-Of-Way Abandonment Exhibit included.

The street right of way extends along the east and west of Harlan Cove in Tract A and Tract B. The entire area lies within S06 T14N R4E Jonesboro, Craighead County, Arkansas, and is described more particularly as followed.

### TRACT A:

AN UNDEVELOPED PORTION OF HARLAN COVE AS SHOWN ON THE AMENDED REPLAT OF LOT 2, BLOCK D, APPLE HILLS SUBDIVISION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS AS RECORDED IN BOOK 179, PAGE 84, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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### TRACT B:

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Attached survey and/or vicinity map of what is being abandoned.



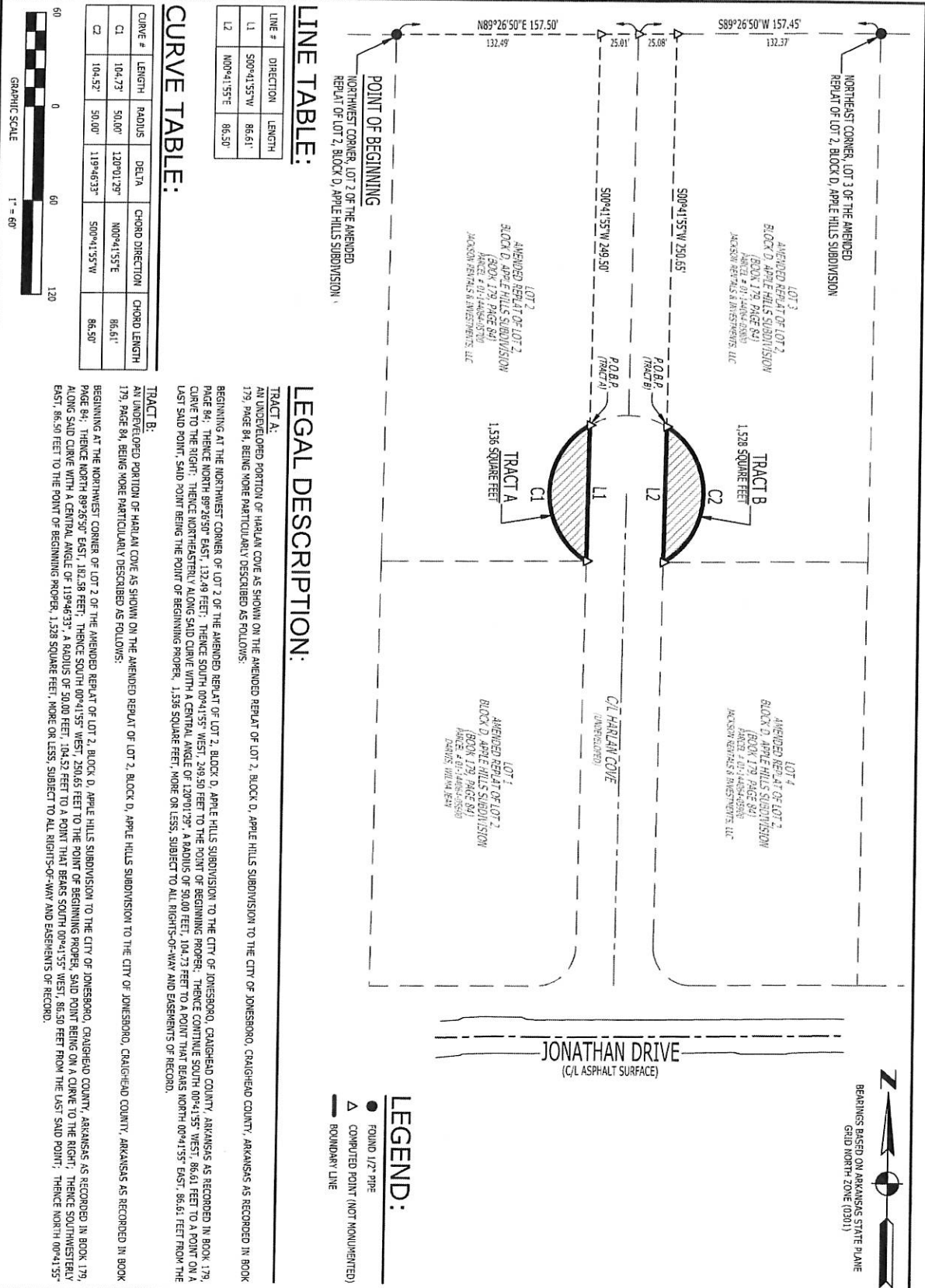
ADJACENT PROPERTY OWNERS COMMENTS:

I do not object to the requested alley abandonment described above.

I do object to the requested ally abandonment described above because;

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Property Owner  
Darvis, Wilma Jean  
500 Jonathan Dr. Jonesboro Arkansas, 72401  
(Parcel ID: 01-144064-05600)



**RIGHT-OF-WAY ABANDONMENT**  
 CLIENT: JACKSON RENTALS & INVESTMENTS, LLC  
 AN UNDEVELOPED PORTION OF HARLAN COVE,  
 JONESBORO, CRAIGHEAD COUNTY, ARKANSAS

**RIDGE SURVEYING & CONSULTING, PLLC.**  
 104 C Peach Ave.  
 Jonesboro, AR 72401  
 870-203-9940  
 www.ridgesurveying.com

**LEGEND:**

- FOUND 1/2" PIPE
- △ COMPUTED POINT (NOT MONUMENTED)
- BOUNDARY LINE

**DRAWING INFO**

DRAWN BY: JIN SCALE: 1" = 60'

DATE: 10/12/2021 JOB NO: 21103-01-AB

**REVISIONS**

NO.	DESCRIPTION

**LINE TABLE:**

LINE #	DIRECTION	LENGTH
L1	S00°41'55"W	86.61'
L2	N00°41'55"E	86.50'

**CURVE TABLE:**

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	104.73'	50.00'	120°01'29"	N00°41'55"E	86.61'
C2	104.57'	50.00'	119°46'33"	S00°41'55"W	86.50'



**LEGAL DESCRIPTION:**

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OFFICIAL RECEIPT

Receipt Date 11/22/2022 02:18 PM  
Receipt Print Date 11/22/2022

Receipt # 00225220  
Batch # 00022.11.2022

CITY OF JONESBORO  
300 S. Church St. Ste 106  
PO Box 1845  
JONESBORO, AR 72403-1845  
870-932-3042

For Permit Inspections call 870-933-4602

Account/License/Permit/Category:

CR 1,189.50

Detail:

01-000-0150-00  
Proof of Publication Harlan C  
ove Abandonment 1,189.50

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Total 1,189.50

Payment Information:

Check 1123 1,189.50  
Change 0.00

Walter Jackson  
Customer #: 000000  
Jackson Rentals and Investmen

Cashier: ALCooksey  
Station: ALCOOKSEY