



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Council Agenda City Council

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Tuesday, June 7, 2016

5:30 PM

Municipal Center

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

*Council Chambers, Municipal Center*

### PUBLIC HEARING AT 5:25 P.M.

*Regarding the abandonment of an undeveloped, erroneous easement in Lot 9 of Windover Gardens as requested by Guy Patteson*

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

### 2. PLEDGE OF ALLEGIANCE AND INVOCATION

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

### 4. SPECIAL PRESENTATIONS

[COM-16:034](#) Financial Report presentation by Suzanne Allen, Chief Financial Officer

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

### 5. CONSENT AGENDA

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

[MIN-16:059](#) Minutes for the City Council meeting on May 17, 2016

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

[RES-16:051](#) A RESOLUTION TO THE CITY OF JONESBORO TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO AN ENTRY AND TESTING AGREEMENT WITH SBA TOWERS IX LLC

**Sponsors:** Engineering and E911

**Attachments:** [Entry and Testing Agreement](#)

**Legislative History**

5/17/16	Public Safety Council Committee	Recommended to Council
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[RES-16:066](#) A RESOLUTION AUTHORIZING THE ENTRY INTO AN AGREEMENT TO ISSUE

BONDS FOR THE PURPOSE OF ASSISTING IN THE FINANCING OF INDUSTRIAL FACILITIES WITHIN THE CITY OF JONESBORO, ARKANSAS, TO BE LEASED TO FMH CONVEYORS LLC, PURSUANT TO THE AUTHORITY OF THE LAWS OF THE STATE OF ARKANSAS, INCLUDING PARTICULARLY AMENDMENT 65 TO THE ARKANSAS CONSTITUTION AND THE MUNICIPALITIES AND COUNTIES INDUSTRIAL DEVELOPMENT REVENUE BOND LAW.

**Attachments:** [Exhibit A - Agreement to Issue Bonds](#)  
[PILOT Agreement](#)

**Legislative History**

5/31/16 Finance & Administration Recommended to Council  
Council Committee

**RES-16:070** A RESOLUTION TO CONTRACT WITH FAIRFIELD INN AND SUITES FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

**Sponsors:** Parks & Recreation

**Attachments:** [Fairfield Inn and Suites 2016.pdf](#)

**Legislative History**

5/31/16 Finance & Administration Recommended to Council  
Council Committee

**RES-16:071** A RESOLUTION TO CONTRACT WITH PEPSI BEVERAGES COMPANY FOR SPONSORSHIP OF FIELDS AND EXCLUSIVE POURING RIGHTS AT JOE MACK CAMPBELL PARK

**Sponsors:** Parks & Recreation

**Attachments:** [Joe Mack Pepsi Contract.pdf](#)

**Legislative History**

5/31/16 Finance & Administration Recommended to Council  
Council Committee

**6. NEW BUSINESS**

*ORDINANCES ON FIRST READING*

**ORD-16:029** AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2016 BUDGET TO ADD ONE NEW SRO POSITION TO VALLEY VIEW SCHOOL DISTRICT

**Sponsors:** Finance and Police Department

*EMERGENCY CLAUSE*

**Legislative History**

5/17/16 Public Safety Council Recommended to Council  
Committee

**ORD-16:030** AN ORDINANCE ABANDONING AND VACATING PARTS OF UNUSED AND ERRONEOUS SWB EASEMENT LOCATED IN LOT 9 OF WINDOVER GARDENS AS REQUESTED BY GUY PATTESON

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

## **7. UNFINISHED BUSINESS**

### *ORDINANCES ON THIRD READING*

**ORD-16:027** AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO C-4 LUO FOR PROPERTY LOCATED AT 1400-1410 EAST HIGHLAND AS REQUESTED BY ROUNDTABLE HOLDINGS, LLC

**Attachments:** [Plat](#)  
[Planning Dept. Staff Report](#)

**Legislative History**

5/17/16 City Council Waived Second Reading

**ORD-16:028** 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 1822 OLD GREENSBORO ROAD AS REQUESTED BY TERRY TROTTER

**Attachments:** [Plat](#)  
[Planning Dept. Staff Report](#)

**Legislative History**

5/17/16 City Council Waived 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.*

## **11. ADJOURNMENT**



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Legislation Details (With Text)

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**File #:** COM-16:034    **Version:** 1    **Name:** Financial report presentation  
**Type:** Other Communications    **Status:** To Be Introduced  
**File created:** 5/26/2016    **In control:** City Council  
**On agenda:**    **Final action:**  
**Title:** Financial Report presentation by Suzanne Allen, Chief Financial Officer  
**Sponsors:** Finance, Mayor's Office  
**Indexes:** Presentations  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Financial Report presentation by Suzanne Allen, Chief Financial Officer



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Legislation Details (With Text)

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**File #:** MIN-16:059    **Version:** 1    **Name:**  
**Type:** Minutes    **Status:** To Be Introduced  
**File created:** 5/18/2016    **In control:** City Council  
**On agenda:**    **Final action:**  
**Title:** Minutes for the City Council meeting on May 17, 2016  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Minutes](#)

Date	Ver.	Action By	Action	Result
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Minutes for the City Council meeting on May 17, 2016



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Minutes City Council

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Tuesday, May 17, 2016

5:30 PM

Municipal Center

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

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

#### 2. PLEDGE OF ALLEGIANCE AND INVOCATION

#### 3. ROLL CALL

**Present** 10 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Gene Vance; Chris Gibson; Rennell Woods and Todd Burton

**Absent** 1 - Charles Coleman

#### 4. SPECIAL PRESENTATIONS

##### [COM-16:030](#)

APERMA Attorney Burt Newell address council regarding Tyrer case.

**Sponsors:** Mayor's Office and City Attorney's Office

*APERMA Attorney Burt Newell addressed the City Council concerning the recent ruling regarding the Dr. Dean Tyrer rezoning. He asked if the aldermen had any questions.*

*Councilman Frierson asked if an order has been entered because the City Council doesn't have it. Mr. Newell answered yes, they entered an order on April 27th. Councilman Frierson explained he was told by someone in the office that the city had not received the order. Mr. Newell stated the order was entered on April 27th and the city does have that documentation. If an appeal is filed, it will need to be done within 30 days of that.*

*Councilman Burton questioned what the process would be going forward. Mr. Newell explained the city would need to file an appeal with the circuit court to the Arkansas Supreme Court of Appeals. This would be a record review, not another trial. Briefs would be written, with the city having the burden of proving the circuit court ruling was clearly erroneous. He noted the appeals process takes about a year. He added there's no new proof needed; rather, it would just be about arguing the case to another tribunal.*

*Councilman Moore then asked how successful the city would be with an appeal. Mr. Newell stated, in general, it is an uphill battle to appeal a circuit judge's ruling because the ruling would be reversed only if it was clearly erroneous or clearly against the preponderance of the evidence, which can be tough to prove. Specifically*

to this case, he thought they made a good argument with the circuit judge. If the City Council advises him to proceed with an appeal, then they will do their best to argue it. Councilman Moore asked if Mr. Newell thought they could win an appeal or if he found any significant facts or errors that may justify an appeal. Mr. Newell explained the judge took the brief he wrote, which specifically detailed a meeting on March 8th, and he thought that would be convincing that they considered all of the factors that the Planning Commission is bound to consider by ordinance. But, the judge's response was that the Council mentioned those factors but didn't consider them.

Discussion was held concerning how the Council reached their decision. Mr. Newell stated he thinks the judge's position was that while the city presented those criteria, there weren't any facts to dispute them. He noted the rezoning was found to be consistent with the city's 2012 Master Plan by the MAPC. He explained going forward the opinion can be used as a road map to make sure the Council asks the right questions and commissions the right studies, such as a traffic studies or absorption rate studies, to take things out of the theoretical realm to factual. Mayor Perrin asked if the MAPC could request a traffic study. Mr. Newell answered yes. He further explained it's been mentioned to him that the Council could look at revising the criteria for rezonings as set by city ordinance, but he doesn't think that's necessary. He ensured the Council that the ruling doesn't mean they shouldn't vote opposite of an MAPC ruling because each case is fact driven.

Councilman Frierson asked if the rezoning criteria could be changed so that the court system would allow for speculation such as crime and affect on property value. Mr. Newell answered no, but things such as crime statistics are discernible. He noted the city has performed crime statistics before. Mayor Perrin stated the crime analyst does crime statistics every month.

Mr. Newell noted that if the city appealed this decision and lost, it could set a bad precedence for the future since appeals create bodies of case law.

Councilman Moore motioned, seconded by Councilman Burton, to appeal. All voted nay, with the exception of Councilman Burton who voted aye. Motion failed.

Filed

## **5. CONSENT AGENDA**

### *Approval of the Consent Agenda*

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

**Aye:** 10 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Gene Vance; Chris Gibson; Rennell Woods and Todd Burton

**Absent:** 1 - Charles Coleman

**[MIN-16:053](#)**

Minutes for the City Council meeting on May 3, 2016

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

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

**RES-16:036** RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDED AGREEMENT WITH ABILITIES UNLIMITED OF JONESBORO, INC. TO PERFORM RECYCLING SERVICES FOR THE RESIDENTS OF THE CITY

**Sponsors:** Mayor's Office

**Attachments:** [Abilities Unlimited Recycling Contract](#)  
[Recycling points](#)

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

Enactment No: R-EN-049-2016

**RES-16:052** A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH ALL SCAPES IRRIGATION & LAWNCARE, LLC FOR THE BELT STREET SIDEWALK (BID NO. 2016:21)

**Sponsors:** Engineering and Grants

**Attachments:** [Bid Tab](#)  
[Contract Documents 2016 21](#)

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

Enactment No: R-EN-050-2016

**RES-16:054** RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO PROVIDE FOR THE EXECUTION AND MAINTENANCE OF A LETTER OF CREDIT TO BE ISSUED TO THE ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ)

**Sponsors:** Finance

**Attachments:** [FinanceDept@jonesboro.org](mailto:FinanceDept@jonesboro.org) 20160429 150245

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

Enactment No: R-EN-051-2016

**RES-16:055** A RESOLUTION TO SUBMIT TO THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT FOR FEDERAL-AID THROUGH THE TRANSPORTATION ALTERNATIVES PROGRAM FOR SAFE ROUTES TO SCHOOLS FOR THE THORN STREET SIDEWALKS PROJECT.

**Sponsors:** Grants

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

Enactment No: R-EN-052-2016

**RES-16:056** A RESOLUTION TO SUBMIT TO THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT FOR FEDERAL-AID THROUGH THE TRANSPORTATION ALTERNATIVES PROGRAM FOR SAFE ROUTES TO SCHOOLS FOR THE RAINS STREET PEDESTRIAN ROUTE.

**Sponsors:** Grants

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



Enactment No: R-EN-053-2016

**RES-16:057**

A RESOLUTION TO SUBMIT TO THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT FOR FEDERAL-AID THROUGH THE RECREATIONAL TRAILS PROGRAM FOR CRAIGHEAD FOREST PARK TRAIL PHASE 3 PROJECT.

**Sponsors:** Grants

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

Enactment No: R-EN-054-2016

**RES-16:059**

A RESOLUTION TO SUBMIT TO THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT FOR FEDERAL-AID THROUGH THE RECREATIONAL MOTORIZED TRAILS PROGRAM FOR THE ATV PARK TRAIL PROJECT

**Sponsors:** Grants and Parks & Recreation

**Attachments:** [RMTP - ATV Park Trail Map](#)

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

Enactment No: R-EN-055-2016

**RES-16:060**

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO APPLY FOR THE 2016 GENERAL IMPROVEMENT FUNDS (GIF) FOR THE MIRACLE LEAGUE PARK THROUGH EAST ARKANSAS PLANNING AND DEVELOPMENT DISTRICT (EAPPD)

**Sponsors:** Grants

**Attachments:** [Miracle League GIF 05202016](#)

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

Enactment No: R-EN-056-2016

**RES-16:061**

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR 2016 ADVANCED TRANSPORTATION AND CONGESTION MANAGEMENT TECHNOLOGY DEPLOYMENT INITIATIVE (ATCMTD) GRANT IN REQUESTING FUNDS FOR THE JONESBORO URBANIZED AREA INTELLIGENT TECHNOLOGY TRAFFIC SYSTEM PROJECT

**Sponsors:** Grants and Engineering

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

Enactment No: R-EN-057-2016

**6. NEW BUSINESS**

*ORDINANCES ON FIRST READING*

**ORD-16:026**

AN ORDINANCE AMENDING THE 2015 BUDGET ORDINANCE FOR THE CITY OF

JONESBORO

**Sponsors:** Finance

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

*Mayor Perrin noted this is the cleanup ordinance for the 2015 budget. It was discussed in detail at the Finance Committee meeting.*

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

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

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

**Aye:** 10 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Gene Vance;Chris Gibson;Rennell Woods and Todd Burton

**Absent:** 1 - Charles Coleman

Enactment No: O-EN-022-2016

**ORD-16:027**

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO C-4 LUO FOR PROPERTY LOCATED AT 1400-1410 EAST HIGHLAND AS REQUESTED BY ROUNDTABLE HOLDINGS, LLC

**Attachments:** [Plat](#)  
[Planning Dept. Staff Report](#)

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

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

**Aye:** 10 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Gene Vance;Chris Gibson;Rennell Woods and Todd Burton

**Absent:** 1 - Charles Coleman

**ORD-16:028**

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 1822 OLD GREENSBORO ROAD AS REQUESTED BY TERRY TROTTER

**Attachments:** [Plat](#)  
[Planning Dept. Staff Report](#)

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

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

**Aye:** 10 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Gene Vance;Chris Gibson;Rennell Woods and Todd Burton

**Absent:** 1 - Charles Coleman

### RESOLUTIONS TO BE INTRODUCED

#### RES-16:063

RESOLUTION TO SET A PUBLIC HEARING REGARDING THE ABANDONMENT OF AN UNDEVELOPED, ERRONEOUS EASEMENT IN LOT 9 OF WINDOVER GARDENS AS REQUESTED BY GUY PATTESON

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

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

**Aye:** 10 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Gene Vance;Chris Gibson;Rennell Woods and Todd Burton

**Absent:** 1 - Charles Coleman

Enactment No: R-EN-058-2016

## 7. UNFINISHED BUSINESS

### ORDINANCES ON THIRD READING

#### ORD-16:024

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO PURCHASE SOLE SOURCE FROM CONSOLIDATED TRAFFIC CONTROLS, INC.

**Sponsors:** Grants and Engineering

**Attachments:** [Invoice and Sole Source Justification](#)  
[GIF- Opticoms Grant Agreement](#)

*Mayor Perrin explained this is for the Opticoms for the fire trucks.*

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

**Aye:** 10 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Gene Vance;Chris Gibson;Rennell Woods and Todd Burton

**Absent:** 1 - Charles Coleman

Enactment No: O-EN-023-2016

#### ORD-16:025

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 5915 EAST JOHNSON AS REQUESTED BY SUKUP MANUFACTURING COMPANY

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

*Councilman Street asked if there was any opposition to the ordinance. City Planner Otis Spriggs answered no.*

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

**Aye:** 10 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Gene Vance;Chris Gibson;Rennell Woods and Todd Burton

**Absent:** 1 - Charles Coleman

Enactment No: O-EN-024-2016

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

*Mayor Perrin reported on the following items:*

*The Kid's Day Expo was held this past weekend. It was a tremendous success. He thanked E-911 Director Jeff Presley and the police officers in attendance for their work.*

*On Thursday, he will be hosting the Arkansas World Trade Center. They will be touring plants in the area as well as have lunch with the Secretary of Agriculture and a reception that evening for other companies who would like to start exporting.*

*Hytrol Conveyors will have a special tour of their expansion this Friday.*

*Last week, he met with the Highway Department concerning the intersection of Highland Drive and Southwest Drive. Improvements to the intersection are in the 2019 STIP, but he asked that it be moved. The Highway Department approved advanced construction for those improvements. They will be getting a cost for the engineering study. They would like to improve the intersection due to the three new businesses being constructed at that intersection. They are looking at widening the street to allow for a right-turn lane onto Highland Drive, as well as two straight lanes going onto Main Street. The Highway Department suggested using Fisher & Arnold since they had already drawn up preliminary plans. The city will have to pay for the engineering, but will be reimbursed by the Highway Department.*

*They received an announcement from the White House that Jonesboro was selected for a program that will help kids work during the summer. It will be for ages 16-24 and will show them how to work, when to show up, etc. The program will start June 1st and end August 15th. Councilman Woods is working with Human Resources Director Dewayne Douglas on the program.*

*The old bowling alley on Nettleton Avenue is set for demolition on May 19th.*

*He recently received a complimentary letter concerning the Miracle League.*

*May is National Bicycle Month. Bill Smith attended the MPO meeting earlier today and had some recommendations concerning bicycle safety and the current bicycle*

trails.

**COM-16:033**

Financial statements for the Airport Commission for April 30, 2016

**Sponsors:** Municipal Airport Commission

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

**This item was Filed.**

**9. CITY COUNCIL REPORTS**

*Councilwoman Williams referred to questions at previous Council meetings concerning access to Joe Mack Campbell Park from the adjacent subdivision. She asked if that issue has been addressed. Mayor Perrin explained he spoke with Parks Director Wixson Huffstetler. An entrance was put in while the city constructed a detention pond, but was not intended to be used by the subdivision. They are trying to lock it down when the park closes at 10 p.m. He noted they can look at it further.*

*Councilman Moore asked about the environmental study with the firing range. Mayor Perrin stated that has been sent to Fisher & Arnold. Police Chief Rick Elliott explained he had a conference call with Fisher & Arnold yesterday. They are trying to expedite things as best as they can so the study can be done as soon as possible. They hope to have Phase 1 done within the next 30 days. The Game & Fish Commission's legal department is in the process of drawing up a memo of understanding at this time, which the city can go ahead and sign pending the environmental study. Fisher & Arnold will be here next week to get a first-hand look at the land.*

*Councilman Moore stated he thought a woman was developing a cul-de-sac by the front gate next to Joe Mack Campbell Park and had offered to give the city an easement. Mr. Spriggs answered yes. Councilman Moore explained that may be something to look at because it was his understanding the city would just have to put in a small pipe for drainage. Mayor Perrin noted they will look into it.*

*Councilman Frierson asked about the law enforcement appreciation event scheduled for this weekend. Jamie Easley stated the event will be Saturday from 12-4 p.m. in the downtown lot next to Abilities Unlimited.*

*Councilman Burton motioned, seconded by Councilman Woods, to suspend the rules and place RES-16:064 on the agenda. All voted aye.*

**RES-16:064**

RESOLUTION TO ESTABLISH A POLICE OFFICER COMPENSATION COMMITTEE AND TO APPOINT MEMBERS

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

**Aye:** 10 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Gene Vance; Chris Gibson; Rennell Woods and Todd Burton

**Absent:** 1 - Charles Coleman

Enactment No: R-EN-059-2016

**10. PUBLIC COMMENTS**

**11. ADJOURNMENT**

A motion was made by Councilman Rennell Woods, seconded by Councilman Chris Moore, that this matter be Adjourned . The motion PASSED with the following vote.

**Aye:** 10 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Gene Vance;Chris Gibson;Rennell Woods and Todd Burton

**Absent:** 1 - Charles Coleman

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

**Harold Perrin, Mayor**

**Attest:**

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

**Donna Jackson, City Clerk**



## Legislation Details (With Text)

<b>File #:</b>	RES-16:051	<b>Version:</b>	1	<b>Name:</b>	Entry and testing agreement with SBA Towers IX LLC
<b>Type:</b>	Resolution	<b>Status:</b>			Recommended to Council
<b>File created:</b>	4/25/2016	<b>In control:</b>			Public Safety Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	A RESOLUTION TO THE CITY OF JONESBORO TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO AN ENTRY AND TESTING AGREEMENT WITH SBA TOWERS IX LLC				
<b>Sponsors:</b>	Engineering, E911				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Entry and Testing Agreement</a>				

Date	Ver.	Action By	Action	Result
5/17/2016	1	Public Safety Council Committee		

A RESOLUTION TO THE CITY OF JONESBORO TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO AN ENTRY AND TESTING AGREEMENT WITH SBA TOWERS IX LLC WHEREAS, City of Jonesboro, Arkansas owns the property located at 1624 Strawfloor Road ; and

WHEREAS, SBA Towers IX LLC has an interest in leasing the property for the use as a site for a telecommunications facility; and

WHEREAS, SBA Towers IX LLC request permission from the City of Jonesboro to enter the property to inspect and/or conduct testing to determine the feasibility of the property as a site for a telecommunication facility; and

WHEREAS, the City of Jonesboro agrees to allow SBA Towers IX LLC access to the property located at 1624 Strawfloor Road for up to thirty (30) days from execution of the agreement.

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

Section 1: SBA Towers IX LLC request entry onto property owned by the City of Jonesboro for the purpose of determining the feasibility of the site as a site for a telecommunication facility.

Section 2. The City of Jonesboro agrees to allow SBA Towers IX LLC entry to the property located at 1624 Strawfloor Road and to conduct testing necessary to determine feasibility.

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

## ENTRY AND TESTING AGREEMENT

This Entry and Testing Agreement (“Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between **SBA Towers IX LLC**, a Florida Limited Liability Company (“SBA”), and the **City of Jonesboro** (“Owner”) concerning the following described real property: 1624 Strawfloor Road, Jonesboro, Arkansas (“Property”).

A. **WHEREAS**, SBA has an interest in leasing space on the Property for use as a site for a telecommunications facility (“Facility”); and

B. **WHEREAS**, In order for SBA to determine the feasibility of the Property as a site for the Facility, it is necessary for employees, agents or independent contractors of SBA to enter upon and inspect the Property and/or temporarily locate communications equipment on the Property to conduct tests; and

C. **WHEREAS**, SBA seeks Owner’s permission for SBA, its employees, agents and/or independent contractors to enter upon, inspect and/or conduct testing activities and applications concerning the Property pursuant to the terms contained in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, undertakings, and other consideration set forth in this Agreement, SBA and Owner agree as follows:

**1. Consent.** Owner grants permission to SBA, its employees, agents and independent contractors (“Authorized Parties”), to enter upon the Property to conduct and perform some or all of the following activities (“Permitted Activities”): surveys, geotechnical soil borings and analyses, Phase I environmental audits, boundary surveys, radio propagation studies and such other tests and inspections of the Property which SBA may deem necessary or advisable. SBA agrees to be responsible for any and all costs related to the Permitted Activities, including installation on and operation and removal of equipment on the Property.

**2. Term.** The term (“Term”) hereof shall be up to thirty (30) days from full execution of this Agreement and shall be revocable by SBA at any time.

**3. Access.** Owner grants permission to the Authorized Parties to enter upon the Property to perform the Permitted Activities during the Term of this Agreement upon SBA providing 24 hours prior written notice to Owner. The Authorized Parties may access the Property to install and leave equipment during the Term .

**4. Removal of Equipment.** SBA agrees that it will, upon the conclusion of its testing, remove any equipment installed on the Property as a part of the Permitted Activities, repair any damage to the Property that has been caused in connection with any of the Permitted Activities, and will return the Property to the condition it was in before the Authorized Parties’ entry onto the Property. In the event any equipment installed on the Property by the Authorized Parties is not timely removed by the end of the Term, Owner will have the right to remove such equipment and SBA agrees to be responsible for the reasonable costs of such removal.

**5. Indemnity.** SBA agrees to indemnify, save harmless, and defend the Owner and its directors, officers, employees, and management agent, if any, from and against any and all claims, actions, damages, liability and expense in connection with personal injury and/or damage to property to the extent arising from or out of any occurrence in, upon or at the



Property caused by the act or omission of the Authorized Parties in conducting the Permitted Activities. Any defense conducted by SBA of any such claims, actions, damages, liability and expense will be conducted by attorneys chosen by SBA and SBA will be liable for the payment of any and all court costs, litigation expenses, reasonable attorneys' fees and any judgment that may be entered therein.

**6. Insurance.** SBA's representative and/or independent contractors' will procure and maintain a public liability policy, with limits of \$1,000,000 for bodily injury and \$1,000,000 for property damage, with a certificate of insurance to be furnished to Owner prior to entering the Property to perform any Permitted Activities.

**7. Representations.** The signatories below have the full right and authority to enter into this Agreement on behalf of SBA and Owner and to perform the obligations hereunder.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**Owner**

**SBA Towers VI LLC, a Florida  
Limited Liability Company**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Name: Kevin Gallagher

Title: \_\_\_\_\_

Title: Vice President - New Tower Builds

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

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

Contact Phone#: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

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

Title: \_\_\_\_\_



## Legislation Details (With Text)

**File #:** RES-16:066    **Version:** 1    **Name:** Agreement to issue bonds for FMH Conveyors  
**Type:** Resolution    **Status:** Recommended to Council  
**File created:** 5/19/2016    **In control:** Finance & Administration Council Committee  
**On agenda:**    **Final action:**

**Title:** A RESOLUTION AUTHORIZING THE ENTRY INTO AN AGREEMENT TO ISSUE BONDS FOR THE PURPOSE OF ASSISTING IN THE FINANCING OF INDUSTRIAL FACILITIES WITHIN THE CITY OF JONESBORO, ARKANSAS, TO BE LEASED TO FMH CONVEYORS LLC, PURSUANT TO THE AUTHORITY OF THE LAWS OF THE STATE OF ARKANSAS, INCLUDING PARTICULARLY AMENDMENT 65 TO THE ARKANSAS CONSTITUTION AND THE MUNICIPALITIES AND COUNTIES INDUSTRIAL DEVELOPMENT REVENUE BOND LAW.

**Sponsors:**

**Indexes:** Bonds - revenue/development

**Code sections:**

**Attachments:** [Exhibit A - Agreement to Issue Bonds](#)  
[PILOT Agreement](#)

Date	Ver.	Action By	Action	Result
5/31/2016	1	Finance & Administration Council Committee		

A RESOLUTION AUTHORIZING THE ENTRY INTO AN AGREEMENT TO ISSUE BONDS FOR THE PURPOSE OF ASSISTING IN THE FINANCING OF INDUSTRIAL FACILITIES WITHIN THE CITY OF JONESBORO, ARKANSAS, TO BE LEASED TO FMH CONVEYORS LLC, PURSUANT TO THE AUTHORITY OF THE LAWS OF THE STATE OF ARKANSAS, INCLUDING PARTICULARLY AMENDMENT 65 TO THE ARKANSAS CONSTITUTION AND THE MUNICIPALITIES AND COUNTIES INDUSTRIAL DEVELOPMENT REVENUE BOND LAW.

WHEREAS, the City of Jonesboro, Arkansas, is authorized under the provisions of Amendment 65 to the Arkansas Constitution and the Municipalities and Counties Industrial Development Revenue Bond Law, Ark. Code Ann. §§ 14-164-201 to -224 (the “Act”), to own, acquire, construct, equip, and lease facilities to secure and develop industry and to assist in the financing thereof by the issuance of bonds payable from the revenues derived from such facilities; and

WHEREAS, FMH Conveyors LLC (the “Company”), has evidenced its interest in acquiring, constructing, and equipping an industrial facility within the City if the permanent financing can be provided through the issuance of bonds (the “Bonds”) under the authority of the Act; and

WHEREAS, the City desires to assist the Company in order to secure and develop industry within the City, and to aid in the financing thereof under the provisions of the Act; and

WHEREAS, it is desirable that the City enter into an Agreement to Issue Bonds for such purpose.

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

Section 1. The Mayor and the City Clerk of the City are hereby authorized to enter into an Agreement to Issue

Bonds in substantially the form and substance attached as Exhibit A.

Section 2. Subject to compliance with the statutory notice requirements, Payments in Lieu of Taxes Agreements (each, a “PILOT Agreement”) shall be considered for approval at the meeting of the City Council at which the ordinance authorizing the issuance of the Bonds is considered for approval.

Section 3. The City shall hold a public hearing on the question of the issuance of the Bonds on June 21, 2016. The City Clerk and bond counsel shall coordinate the publication of the notice of public hearing.

Section 4. *Severability*. In the event any title, section, paragraph, item, sentence, clause, phrase, or word of this resolution is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of this resolution, which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of this resolution.

Section 5. *Repealer*. All ordinances or resolutions of the City in conflict herewith are hereby repealed to the extent of such conflict.

## **AGREEMENT TO ISSUE BONDS**

**THIS AGREEMENT** is made as of [June] \_\_\_\_, 2016, by and between the City of Jonesboro, Arkansas, a city of the first class under the laws of the State of Arkansas (the "City") and FMH Conveyors LLC (the "Company"), for the purpose of carrying out the purposes set forth in the Municipalities and Counties Industrial Development Revenue Bond Law, Ark. Code Ann. §§ 14-164-201 *et seq.* (the "Act").

### **WITNESSETH:**

**WHEREAS**, the City is authorized by Amendment 65 to the Arkansas Constitution and the Act to own, acquire, construct, reconstruct, extend, equip, improve, operate, maintain, sell, lease, or contract concerning, or otherwise deal in or dispose of any land, buildings, or facilities of any and every nature that can be used in securing or developing industry within or near the City; and

**WHEREAS**, the City has determined that such purposes may be served by cooperation with the Company in the acquisition, construction, and equipping of an industrial facility within the City, consisting of the acquisition of leasehold rights, construction of buildings and improvements, and acquisition and installation of equipment for the fabrication of custom-engineered conveyors (the "Project"); and

**WHEREAS**, the City and the Company desire to cooperate in the acquisition, constructing, and equipping of the Project and to have the costs of the Project financed from the proceeds of revenue bonds of the City (the "Bonds") to be issued in one or more series pursuant to the Act in an aggregate principal amount now estimated not to exceed \$14,000,000; and

**WHEREAS**, the Bonds may be issued in different series to reflect the underlying business arrangements between the Company and HMD Jonesboro, LLC (the "Developer"), including, but not limited to, the ownership of the real estate and building by the Developer with a lease to the Company and the ownership of personal property by the Company; and

**WHEREAS**, the City, the Developer and the Company intend to enter into sublease and lease agreements (collectively, the "Lease") relating to the real and personal property constituting the Project, which contemplate that the Project will be leased to and operated by the Company and that the rental payments due thereunder

together with other moneys available shall be sufficient to pay debt service on the Bonds and all related costs.

**NOW, THEREFORE,** in consideration of the premises, mutual benefits, covenants, and agreements herein expressed and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Company agree as follows:

**1. Proceedings.** All proceedings in connection with the issuance of the Bonds shall be consistent with the requirements of the Act. All references contained herein to the issuance of the Bonds shall be subject to compliance with the formalities of the Act when the facts required to do so are determined.

**2. Acquisition, Construction, and Equipping.** The City, the Company and the Developer will cooperate in causing to be commenced and continued the required acquisition, construction, and equipping of the Project, and the Company or the Developer, as applicable, may provide, or cause to be provided, the necessary interim financing to permit work on the Project to commence and continue expeditiously pending the issuance of Bonds. Not later than the date of issuance of the Bonds, the Company and the Developer, as applicable, will convey and transfer or cause to be conveyed and transferred to the City, the Project or portions thereof previously acquired, constructed, and equipped. There shall also be conveyed to the City any easements and rights-of-way necessary to permit construction, equipping, installation, operation, and maintenance of the Project. The City acknowledges that the Project, or portions of the Project, may be subject to liens or security interests in favor of third party creditors at the time that the Project is transferred to the City.

**3. Lease.** The City, the Developer and the Company will enter into sublease and lease agreements (collectively, the "Lease") relating to the real and personal property constituting the Project, which contemplate that the Project will be leased to and operated by the Company and that the rental payments due thereunder together with other moneys available shall be sufficient to pay debt service on the Bonds and all related costs. The Lease shall include such terms and conditions as are agreed to by the City, the Developer and the Company, including, but not limited to, purchase options

for nominal consideration and transferability of ownership and leasehold rights that are consistent with the business arrangements between Company and Developer.

**4. Sale of Bonds, Security.** The City will take such steps as are necessary to issue, sell, and deliver the Bonds, pursuant to the terms of the Act, for the purposes of financing the costs of the Project, in each case only upon receipt of the written designation by the Company of the purchasers thereof, such Bonds to be in such series, to be in such principal amount, to mature in such amount and times, to bear interest at such rate or rates, to be payable on such dates, and to have such optional and mandatory redemption features and prices as are determined by the City and approved in writing by the Company and the Developer, as applicable. The City further agrees that it will enter into the Lease with the Company and the Developer, as applicable, for the purpose of providing rental payments sufficient, with other amounts available from the Company or directly or indirectly from the proceeds of the Bonds, to pay the principal of and interest on the Bonds as they become due, and pledging and otherwise securing the payment of such rental payments for the benefit of the holder(s) of the Bonds. The City will cooperate in consummating the transactions so contemplated.

**5. Bonds to be Special Obligations.** The City shall have no financial responsibility with respect to the Project, the Bonds, or the costs associated with either, and the Bonds shall be special obligations of the City and shall never constitute a general obligation, indebtedness, or pledge of the credit of the City within the meaning of any constitutional or statutory provision and shall never be paid in whole or in part out of any funds raised or to be raised by taxation or any other revenues or other funds of the City except those (including unexpended Bond proceeds) derived from or in connection with the sale or lease of the Project as provided for herein.

**6. Conditions of Issuance.** The Bonds may be issued either at one time or in several series from time to time, in such aggregate principal amount or amounts as the Company shall request in writing; provided, however, that all conditions of the Act shall have been met.

**7. Costs to be Financed.** The costs of the Project may include any costs permissible under the Act, including but not limited to reasonable and necessary costs,

expenses, and fees incurred by the City in connection with the issuance of the Bonds or in connection with the Project, including, but not limited to, fees and out-of-pocket expenses of Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C. (“bond counsel”) and other counsel to the Company and the Developer. The City will upon request provide or cause to be provided any data or information which may be reasonably required to verify any of the costs, expenses, and fees enumerated above.

**8. Termination.** In the event that the Bonds shall not be sold within three years from the date hereof, this Agreement shall automatically terminate unless the parties hereto shall agree in writing to its extension for a further period of time specified in such writing, which agreement on the part of the City shall not be unreasonably withheld. The Company may unilaterally terminate this Agreement without liability to the City (except for any amounts due and owing by the Company to the City arising out of the transactions occurring on or before the time of such termination, which shall be promptly paid by the Company to the City) by giving notice by ordinary mail, postage prepaid, to the City specifying therein the date of termination, which may be the date of the notice.

**9. Protection to the City.** The Company shall pay all of the City’s costs and expenses reasonably and necessarily incurred in connection with this Agreement or any other related document or instrument.

**10. Ad Valorem Taxation Exemption.** The City, the Developer and the Company recognize that under the Arkansas Constitution and decisions of the Supreme Court of Arkansas and in accordance with Ark. Code Ann. §§ 14-164-701 to -704, the Project will be exempt from ad valorem taxation. The City agrees that the Company and the Developer, as applicable, shall be required to enter into Payments in Lieu of Taxes Agreements (each, a “PILOT Agreement”) with the City providing for payments in lieu of a portion of the ad valorem taxes that would otherwise be levied by local public bodies with taxing authority. The City, the Developer and the Company agree that the final form of PILOT Agreement will be considered for approval at the meeting of the City Council at which the ordinance authorizing the issuance of the Bonds is considered for approval, subject to compliance with the terms of the Act, including, but not limited to statutory notice requirements.

**11. Purpose and Effect.** The Bonds are to be issued, sold, and delivered under the authority of the Act and all related actions and documents shall be in conformity therewith. The City intends this Agreement to be the expression of its present intent, pursuant to the terms hereof, to issue the Bonds in an aggregate amount not to exceed \$14,000,000 and to expend the Bond proceeds to defray the costs of the Project.

**12. Assignment.** The Company may assign this Agreement in whole or in part to an affiliate of the Company without the prior written consent of the City and to an entity which is not an affiliate of the Company with the prior written consent of the City, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, no assignment and no dealings or transactions between the City and any assignee shall relieve the Company of any of its obligations under this Agreement.

**IN WITNESS WHEREOF**, the City of Jonesboro, Arkansas, acting pursuant to a Resolution of its City Council, has caused its name to be hereunto subscribed by its Mayor and City Clerk and the Company has caused its corporate name to be subscribed hereto by its duly authorized officer, all as of the year and date first above written.

**CITY OF JONESBORO, ARKANSAS**

ATTEST:

APPROVED:

\_\_\_\_\_  
Donna Jackson, City Clerk

\_\_\_\_\_  
Harold Perrin, Mayor

**FMH CONVEYORS LLC**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_



## PAYMENT IN LIEU OF TAXES AGREEMENT

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

Dated: \_\_\_\_\_, 2016

Attention: Mayor

**Re: Not to exceed \$[12,000,000/2,000,000] City of Jonesboro, Arkansas Taxable Industrial Development Revenue Bonds ([FMH Conveyors][HMD Jonesboro] Project), Series 2016 (the "Bonds")**

Ladies and Gentlemen:

The City of Jonesboro, Arkansas (the "City") proposes to issue the Bonds identified above in one or more series under the provisions of the Municipalities and Counties Industrial Development Revenue Bond Law, Ark. Code Ann. §§ 14-164-201 *et seq.* (the "Act") for the purpose of financing a substantial industrial project consisting of acquiring, constructing, and equipping certain industrial facilities, infrastructure and improvements, for the manufacture, fabrication or processing of custom-engineered conveyors to be located at the intersection of Barnhill Road and Highland Drive in Jonesboro, Arkansas relating to the operations of FMH Conveyors (the "Project"). The Project will be [leased and/or subleased] by the City to [FMH Conveyors LLC and HMD Jonesboro, LLC] (the "Company") pursuant to a Lease Agreement (the "Lease Agreement") for a period of [15 years] for rentals sufficient to pay debt service on the Bonds. The Company will use the Project as facilities for the manufacture, fabrication or processing of custom-engineered conveyors. The Project, as defined herein, is the "Leased Premises" as defined in the Lease Agreement.

Article IV of the Lease Agreement provides that the Company is obligated to pay all taxes and assessments levied and assessed on the Project during the term of the Lease Agreement. The Company is informed and understands that, notwithstanding the provision of Article IV of the Lease Agreement, under Article 16, Section 5 of the Constitution of the State of Arkansas, as interpreted by the Arkansas Supreme Court in *Wayland v. Snapp*, 233 Ark. 57, 334 S.W. 2d 633 (1960), and *Pulaski County v. Jacuzzi Bros. Div.*, 332 Ark. 91, 964 S.W.2d 788 (1998), and Ark. Code Ann. §§ 14-164-701 *et seq.*, the Project will be exempt from ad valorem taxes because it is owned by the City and used for a public purpose within the meaning of the applicable Constitutional and statutory provisions affording the exemption.

Thus, the Company understands that it, as Lessee of the Project owned by the City, will, in fact, pay no ad valorem taxes on the Project under the provisions of Article IV of the Lease Agreement. The taxing authorities (defined below) have indicated a reluctance to lose all tax revenues which would otherwise be received by it if the property involved was privately owned.

Therefore, to induce the City to proceed with the issuance of the Bonds for the purpose indicated, which will inure to the benefit of the Company, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company agrees with the City pursuant to this Payment in Lieu of Taxes Agreement (the "Agreement") as follows:

1. In lieu of ad valorem property taxes, the Company will pay to the City an annual sum equal to 35% of the amount which would be payable as ad valorem taxes that would have to be paid on the Project to the State of Arkansas, Craighead County, the Nettleton School District, and/or other political subdivisions of the State of Arkansas (the "taxing authorities") if the Project were not exempt from ad valorem taxes under the provisions of Article 16, Section 5 of the Constitution of the State of Arkansas, as interpreted by the Supreme Court of the State of Arkansas in *Wayland v. Snapp, supra*, and *Pulaski County v. Jacuzzi Bros. Div., supra*, and Ark. Code Ann. §§ 14-164-701 *et seq.* Payments are due not later than October 10 each year commencing after completion of construction. Payments not paid when due shall bear interest at 5% per annum until paid.

The payment is based on the land, buildings, improvements and equipment comprising the Leased Premises, excluding licensed vehicles. Any expansion or improvement of the Project will become subject to this Agreement using the same formula for the term of the Bonds.

2. The payments to be made pursuant to paragraph 1 are intended to be in lieu of all ad valorem taxes that would have to be paid on the Project to the taxing authorities if the Project were not exempt from ad valorem taxes under the provisions of Article 16, Section 5 of the Constitution of the State of Arkansas, as interpreted by the Supreme Court of the State of Arkansas in *Wayland v. Snapp, supra*, and *Pulaski County v. Jacuzzi Bros. Div., supra*, and Ark. Code Ann. §§ 14-164-701 *et seq.*, but are not intended to be in lieu of (i) any licenses, occupation or privilege tax, or fee imposed upon the Company for or with respect to its right to carry on its business in the State of Arkansas, (ii) any special benefit or local improvement tax or assessment, or (iii) fees or charges for utility services rendered, such as for water or sewer services.

3. The City agrees to distribute each payment under paragraph 1 among the taxing authorities in the proportion that the millage collected bears to the total millage collected by all during the year of distribution, unless all such taxing authorities, including without limitation the school district, shall otherwise agree and document the alternate basis upon which the payments shall be distributed.

4. The City and the Company agree to cooperate in sustaining the enforceability of this Agreement. However, if by reason of a change in the Constitution of the State of Arkansas, a change by the Supreme Court of the State of Arkansas in its interpretation of the Constitution, a change by the General Assembly of the State of Arkansas, or otherwise, the Company is required to pay any tax for which the payments specified in paragraph 1 are intended to be in lieu, the Company may deduct the aggregate of any such payments made by it from any amount herein agreed to be paid

under paragraph 1. Furthermore, inasmuch as the payments in paragraph 1 herein agreed to be made are intended to be in lieu of taxes, it is agreed that said payments shall not as to any year be in an amount greater than would otherwise be payable for such year in ad valorem taxes, in the aggregate, on account of its ownership of the Project.

5. Representatives of the Company will confer at least annually with the Craighead County Assessor and determine the assessed valuation of the real and personal properties comprising the Project. The determination shall be made by mutual agreement if possible, and if not, shall be made by the Craighead County Assessor as though the Project were privately owned. Because the valuation of such property is a key factor in calculating payments due, the City agrees to cooperate with the Company in any reasonable challenge to the valuation assigned to such property by the Craighead County Assessor to the fullest extent permitted by Arkansas law.

It is recognized by the City and the Company that the payments described in paragraph 1 hereof are to be calculated on the basis of annual amounts that would otherwise be payable as ad valorem taxes under Arkansas law on the Leased Premises if such property were on the tax rolls. The amount to be paid each year shall be determined by applying the millage that would be applicable to the Project for that year if the Project were privately owned. The Company shall be entitled to any refund occasioned by overpayment or a reduction in millage which requires a refund by the taxing authorities.

6. This Agreement shall terminate and be of no further force and effect from and after the date that the Lease Agreement shall terminate for any purpose other than a default on the part of the Company, including, but not limited to, the transfer of ownership of the Leased Premises to the Company. If such termination shall be at a point constituting a portion of a year, the Company shall pay for the year in which termination occurred that portion of the specified annual payment that the number of days in such year that the Project was exempt prior to the terminations bears to 365 days (366 days in a leap year).

7. This Agreement shall be binding upon the successors and assigns of the Company, but no assignment shall be effective to relieve the Company of any of its obligations hereunder unless expressly authorized and approved in writing by the City.

8. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original.

9. This Agreement shall be governed by, and interpreted in accordance with, the laws of the state of Arkansas.

When executed, this Agreement shall constitute a valid and binding contract between the Company and the City.

Very truly yours,

**FMH CONVEYORS LLC**

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

ACCEPTED:

**CITY OF JONESBORO, ARKANSAS**

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

ATTEST:

\_\_\_\_\_  
**Donna Jackson, City Clerk**



## Legislation Details (With Text)

<b>File #:</b>	RES-16:070	<b>Version:</b>	1	<b>Name:</b>	Contract with Fairfield Inn for sign sponsorship at Southside
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	Recommended to Council
<b>File created:</b>	5/24/2016	<b>In control:</b>		<b>In control:</b>	Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	A RESOLUTION TO CONTRACT WITH FAIRFIELD INN AND SUITES FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX				
<b>Sponsors:</b>	Parks & Recreation				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Fairfield Inn and Suites 2016.pdf</a>				

Date	Ver.	Action By	Action	Result
5/31/2016	1	Finance & Administration Council Committee		

A RESOLUTION TO CONTRACT WITH FAIRFIELD INN AND SUITES FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

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

WHEREAS, Fairfield Inn and Suites is seeking sponsorship recognition on one outfield sign at Southside Softball Complex; and

WHEREAS, Fairfield Inn and Suites is sponsoring the outfield sign for the sum of \$300.00 per year for a period of 3 years;

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Fairfield Inn and Suites for the sponsorship of a outfield sign at Southside Softball Complex. A copy of said contract is attached as Exhibit A.

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

EXHIBIT A

ADVERTISING AGREEMENT  
FOR FIELD SIGN LOCATED AT  
SOUTHSIDE SOFTBALL COMPLEX

This agreement is made by and between **Fairfield Inn and Suites** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this **20th** Day of **May, 2016**. (the "Effective Date").

WHEREAS, the CITY is the owner of certain public park amenities known as "Southside Softball Complex". And hereafter referred to as the "Facilities", and

WHEREAS, SPONSOR and the CITY desire to enter this agreement for the purpose of Evidencing the agreement of the parties with regard to advertising on the outfield fences at the Facilities by SPONSOR and the respective obligations of the parties regarding said Advertisements at the Facilities;

NOW, THEREFORE in consideration of the promises and the reciprocated covenants and obligations contained herein, the parties agree as follows:

**I. Term**

- (1) The term of this agreement is for a period of **(3) three years** commencing on the effective Date and ending at midnight on the **(3<sup>rd</sup>)** third anniversary thereof.

**II. Advertisement at Facilities**

- (1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR's logo shall be put on a sign to be displayed on chosen field at FACILITY for a period of **(3) three years**.
- (2) It is agreed between the parties that the SPONSOR shall pay over a period of **3 years** for the sign and sponsorship the total sum of **\$900.00**.  
A sum of **\$300.00** shall be paid on **June 20<sup>th</sup>, 2016**.  
A sum of **\$300.00** shall be paid on **June 20<sup>th</sup>, 2017**.  
A sum of **\$300.00** shall be paid on **June 20<sup>th</sup>, 2018**.

- (3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have the right to renew this contract for an additional period of **(3) three years** at the sponsorship rate to be negotiated at the time of the renewal.
- (4) It is agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove SPONSOR'S sign and obtain a new sponsor for designated field in the event of failure of payment on the part of the SPONSOR.
- (5) It is agreed between the parties that the CITY will furnish a 4' x 8' sign to be placed for SPONSOR'S designated field. However, it shall be the responsibility of SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.
- (6) It is agreed by CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep of sign and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might involve the sign.

### **III. Assignability and Exclusivity**

This agreement is a privilege for the benefit of SPONSOR only and may not be assigned in whole or in part by SPONSOR to any other person or entity.


### **IV. Miscellaneous Provisions.**

- (1) No Modification of this Agreement shall be effective unless it is made in writing and signed by the authorized representative's of the parties hereto.
- (2) This agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, Arkansas.
- (3) Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.

- (4) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- (5) Each party represents to the other the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set Set forth below.

BY: **Fairfield Inn and Suites**

Name: Bryce Overman 

Title: General Manager

Date: 5-20-16

CITY OF JONESBORO

By: \_\_\_\_\_

Name: Harold Perrin

Title: Mayor

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

ATTEST

\_\_\_\_\_  
Donna Jackson, City Clerk, CMC





## Legislation Details (With Text)

<b>File #:</b>	RES-16:071	<b>Version:</b>	1	<b>Name:</b>	Contract with Pepsi for fields sponsorship and exclusive pouring right at Joe Mack Campbell Park
<b>Type:</b>	Resolution	<b>Status:</b>			Recommended to Council
<b>File created:</b>	5/24/2016	<b>In control:</b>			Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	A RESOLUTION TO CONTRACT WITH PEPSI BEVERAGES COMPANY FOR SPONSORSHIP OF FIELDS AND EXCLUSIVE POURING RIGHTS AT JOE MACK CAMPBELL PARK				
<b>Sponsors:</b>	Parks & Recreation				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Joe Mack Pepsi Contract.pdf</a>				

Date	Ver.	Action By	Action	Result
5/31/2016	1	Finance & Administration Council Committee		

A RESOLUTION TO CONTRACT WITH PEPSI BEVERAGES COMPANY FOR SPONSORSHIP OF FIELDS AND EXCLUSIVE POURING RIGHTS AT JOE MACK CAMPBELL PARK

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

WHEREAS, Pepsi Beverages Company is seeking sponsorship recognition on one baseball field and one soccer field at Joe Mack Campbell Park; and

WHEREAS, Pepsi Beverages Company is also seeking exclusive pouring rights at Joe Mack Campbell Park; and

WHEREAS, Pepsi Beverages Company is sponsoring a baseball and soccer field, along with exclusive pouring rights for the sum of \$18,750 for a period of 5 years ; and

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Pepsi Beverages Company for the sponsorship of a one baseball field, one soccer field, and exclusive pouring rights at Joe Mack Campbell Park. A copy of said contract is attached as "Exhibit A."

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

## Customer Information

(Required)

Name of Business: Joe Mack Cambell Park/ Jonesboro Parks & Rec.

Customer E-mail: Robert.Kiefer@pepsico.com

Primary Contact: wixson Huffstetler

COF Number(s): 9295386, 9294721

(include all numbers)

Address: 502 BELT ST

Fed Tax Id #:

City: JONESBORO

State Tax Id #:

State: AR

Business Phone: 8709326800

Cell #: 8708191213

Zip: 724012015

Business Owner:

## PBC Information

## Agreement Term

PBC Location(s): JONESBORO AR

Created By: Robert Kiefer Route #: \_\_\_\_\_

Agreement Start Date: 3/1/2016

PBC Market Unit: MIDSOUTH MKT Phone # 8708195141

Agreement End Date\*: 2/28/2021

Sales Method: (check one)  Pepsi Direct  Pre-Sell (Route # )

(Agreement automatically renews each year unless Cancellation is received at least ninety (90) days prior to the end of the term)

### (Check Boxes and Specify, as applicable)

#### PBC Agrees To:

#### Customer Agrees To:

<b>X</b>	<p>Loan at no charge (except where prohibited by law - in which event PBC shall charge the minimum legal rental fee allowed), where and as necessary coolers, fountain or other equipment to the Customer, to be placed and operated pursuant to the terms and conditions of this Agreement (as specified on reverse side).</p> <p>Initial Equipment Placement shall be as follows (fill out as applicable):</p> <p>Coolers: 8 One-Door 7 Two-Door Three-Door Counter-top Energy</p> <p>Fountain: 6 Valve 8 Valve Bar guns ( button)</p> <p>Special: Lipton Refreshing Iced Tea Juice Frozen Slush FUB Unit 1 Valve Urn 2 Valve Urn</p> <p>_Other (Specify):</p>
<b>X</b>	PBC shall provide, at no charge to the Customer (except where prohibited by law), periodic maintenance, necessary service and repairs to all Equipment loaned to Customer pursuant to this Agreement.
<b>X</b>	PBC shall make available for purchase by Customer Pepsi branded cups and CO <sub>2</sub> ("Ancillary Products") at prices as determined by PBC. (Based on availability)
	<p>Provide Customer with the opportunity to participate as a member of</p> <p>* If unredeemed, earned points will expire after two years * Visit <a href="http://www.pepsirewardsplus.com">www.pepsirewardsplus.com</a> for full program details</p>
	For additional local PBC Field input:

	<p>Volume Based Term (Check box if applicable)</p> <p>* The Term of this Agreement shall commence on the Agreement Start Date listed above, and end on the later of: (1) <u>2/28/2021</u> or (2) the date on which Customer purchases from PBC <u>0</u> Gallons/Cases for sale in the Outlets. No auto renewal of Term.</p>
<b>X</b>	<p><b>EXCLUSIVE</b> – Customer agrees to exclusively serve the Products indicated below at the Customer's Outlet. The Products shall be the only beverages of their respective types sold, dispensed or otherwise made available, or in any way advertised, displayed, represented or promoted at or in connection with the Customer's Outlet.</p>
	<p><b>NON-EXCLUSIVE</b> – Customer agrees to grant PBC the right to have its Products sold, dispensed or otherwise made available, and advertised, displayed, represented or promoted at or in connection with the Customer's Outlet. Notwithstanding the foregoing, if PBC has provided Customer with fountain Equipment, Customer agrees to serve PBC's postmix Products exclusively at its Outlet.</p>
<b>X</b>	<p><b>DSD</b> – Customer agrees to purchase all Products directly from the PBC Location(s) indicated above, and sell only those Products purchased from PBC from the Equipment provided to the Customer by PBC. Customer shall not stock any non-PBC Products (food or beverages) in Equipment.</p>
<b>X</b>	<p><b>MINIMUM THRUPUT</b> – In order to qualify for applicable Equipment, Customer shall purchase a minimum annual average of 100 Cases per door for each cooler, 100 Gallons per each FB unit, 150 Gallons per each urn, and 500 Gallons per each fountain dispensing unit (minimum requirement may exclude bar guns at PBC's discretion) at the Outlet.</p>
<b>X</b>	<p><b>REQUIRED PRODUCTS</b>. Purchase, stock and distribute at least each of the Products (as specified below) at all times during the Term.</p>

#### Required Packages for this Agreement:

Fountain Postmix/BIB 20oz 2 Liter Cans Fountain Premix/Tanks (Limited Market Availability) Cups CO<sub>2</sub>

Other :

#### FOUNTAIN/POSTMIX SKU REQUIREMENTS: (Must carry minimum of Six) (Based on availability)

Pepsi Dt Pepsi Sierra Mist Mtn. Dew Dt. Dew SoBe Life Water Brisk Tea Lipton Refreshing Iced Tea: Sweet UnSweet Other Dr Pep Dt. DRP Mug CF Dt Pepsi Dt Sierra Mist Crush Lemonade Wild Cherry Pepsi Fruit Punch Frozen Slush Juice BIB Juice Cartridge Other Innovation

#### 20oz. BOTTLE SKU REQUIREMENTS: Must Check One Level

(All shall be 20 oz bottles unless otherwise indicated)

Platinum: Must Purchase Pepsi, Dt Pepsi, Sierra Mist, Mountain Dew, Aquafina plus any three additional SKUs from brands below:

Gold: Must Purchase any five SKUs from brands below:

Silver: Must Purchase any three SKUs from brands below:

Pepsi Dt Pepsi Mtn. Dew Dt. Dew Sierra Mist Aquafina Dr. Pep Dt. DRP Crush Max Next Lipton: Iced Tea Brisk Pure Leaf Gatorade G2 PropelZero SoBe LifeWater SoBe Dole/Ocean Spray KickStart (16oz.) Starbucks (11oz/13.7oz.) Energy (16oz.)

**Comply with the Terms of this Agreement**

AGREED TO AND ACCEPTED BY:

For Pepsi Beverages Company	
<b>Signature:</b>	Date
Print Name Robert Kiefer	Title
For Customer	
<b>Signature:</b>	Date
Print Name wixson Huffstetler	Title

## Customer Information

<b>Name of Business:</b>	Joe Mack Cambell Park/ Jonesboro Parks & Rec.	<b>Customer E-mail:</b>	Robert.Kiefer@pepsico.com (Required)
<b>Primary Contact:</b>	Wixson Huffstetler	<b>COF Number(s):</b>	9295386, 9294721
<b>Address:</b>	502 BELT ST	<b>(include all numbers)</b>	
<b>City:</b>	JONESBORO	<b>Fed Tax ID #:</b>	
<b>State:</b>	AR	<b>State Tax ID #:</b>	
<b>Zip Code:</b>	724012015	<b>Business Phone:</b>	8709326800
		<b>Cell #:</b>	8708191213
		<b>Business Owner:</b>	

## PBC Information

## Agreement Term

<b>PBC Location(s):</b>	JONESBORO AR	<b>Agreement Start Date:</b>	3/1/2016
<b>Created By:</b>	Robert Kiefer	<b>Route #:</b>	
<b>PBC Market Unit:</b>	MIDSOUTH MKT	<b>Agreement End Date*:</b>	2/28/2021
	<b>Phone #</b> 8708195141		

## PBC AGREEMENT OVERVIEW

<input checked="" type="checkbox"/>	<b>Customer shall provide a list of the current locations</b> of all Equipment loaned or rented to Customer by PBC ("Equipment List"), which shall include addresses and serial and asset numbers. Customer shall provide PBC with access to such Equipment at any time upon request. Failure to provide a complete Equipment List to PBC may result in: <input checked="" type="checkbox"/> Removal of Equipment <input checked="" type="checkbox"/> Forfeiture of all funds payable by PBC hereunder
<input checked="" type="checkbox"/>	<b>PBC Shall Pay Development Funds Upfront as follows:</b> X Annually: \$3750    Semi-Annually: \$    Quarterly: \$ Development Funds shall be paid for the years 1-5 and shall not exceed \$18,750.00 total payments. Annual Sponsorship of \$3,750 to be payed years 1-5.
	<b>PBC Shall Pay Marketing Funds* as follows:</b> Annually: \$    Semi-Annually: \$    Quarterly: \$ <i>*Marketing Funds shall be used for mutually agreed marketing and other programs. Development Funds may not, represent a cash payment or be cumulative.</i>
<input checked="" type="checkbox"/>	<b>PBC Shall Accrue Rebates* on purchased Products based on Schedule A:</b> X Annually    Semi-Annually    Quarterly <i>*Detailed in Schedule A under "Rebates per Case/Pkg"</i> <i>***Based on 24 units/case unless otherwise noted in Schedule A</i>
<input checked="" type="checkbox"/>	<b>PBC Shall Pay accrued Rebate amounts within 90 days of the end of calendar quarter or year end, as applicable.</b>
	<b>PBC Shall Pay a one-time Signing Bonus of \$0.00</b>
<input checked="" type="checkbox"/>	<b>If customer receives shells and pallets from PBC they must be returned</b>

SCHEDULE A				
Product	Units Per Case/ Gallons Per BIB	Rebate Per Case/Gallon	Conditional Increased Rebate per Case/Pkg	Conditional Increased Rebate Condition
20 oz CSD	24	\$5.00		
20 oz Gatorade	24	\$2.00		
20 oz Aquafina	24	\$5.00		

**Development Funds, Marketing Funds, Rebates, Signing Bonus.** All such amounts set forth in this Agreement shall be earned over the quarter, year or term, as applicable, and shall be refunded pro rata by Customer if this Agreement is terminated prior to the Agreement End Date.

AGREED TO AND ACCEPTED BY:

<b>For Pepsi Beverages Company</b>	
Signature:	Date
Print Name Robert Kiefer	Title
<b>For Customer</b>	
Signature:	Date
Print Name Wixson Huffstetler	Title

### Exclusions

<b>The following Products are excluded from Schedule A and will not receive any rebates</b>

COF: 9295386, 9294721

This sets forth the agreement ("Agreement") between Bottling Group, LLC, on behalf of itself and its affiliates and/or their respective subsidiaries collectively comprising Pepsi Beverages Company ("PBC") and the Customer identified on the front page of this Agreement (the "Customer"), with respect to the purchase of Products.

1. **Definitions.** As used in this Agreement, the following capitalized terms shall have the respective meanings assigned thereto below.
  - a. **"Agreement Year"** shall mean each twelve-month period beginning with the Agreement Start Date.
  - b. **"Beverages"** means all carbonated and non-carbonated, non-alcoholic drinks, however dispensed, within the following categories: (i) colas and other flavored carbonated drinks; (ii) fruit juice, fruit juice containing and fruit flavored drinks; (iii) chilled coffee drinks; (iv) chilled tea products; (v) hypertonic, isotonic and hypotonic drinks (sports drinks and fluid replacements); (vi) energy drinks, (vii) bottled or canned water whether carbonated or still (spring, mineral or purified), (viii) liquid concentrate teas ("LCT"), (ix) frozen non-carbonated beverages ("FUB"), and (x) any future categories of nonalcoholic beverage products that may be distributed by PBC.
  - c. **"Cases"** shall mean the number of bottle & can Products purchased by the Customer from PBC to be delivered in sizes, quantities and types of containers as determined by PBC from time to time.
  - d. **"Equipment"** shall mean all coolers, fountain and other beverage dispensing equipment loaned or rented to the Customer by PBC during the Term.
  - e. **"Gallons"** shall mean the gallons of Postmix, LCT and FB Products purchased by the Customer from PBC.
  - f. **"Outlet"** shall mean the Customer's outlet located at the address indicated under the Customer information section, and any expansions thereof, including any restaurant, outlet or other facility in the Customer's system that may be opened or acquired by the Customer within PBC's bottling territory during the Term (the "Outlets"). In the event that new Outlets are added during the Term of this Agreement, the parties shall create and attach an updated schedule of Outlets, COFs and addresses, to be automatically included as part of the Agreement.
  - g. **"Products"** shall mean Beverages manufactured, sold or distributed by PBC which may be amended by PBC from time to time.
  - h. **"Term"** The term of this Agreement shall be for the period commencing on the Agreement Start Date and expiring on the Agreement End Date as indicated on the front page and/or "Volume Based Term" section of this Agreement, unless sooner terminated or extended as provided herein. After the expiration of the initial term, for agreements that have a time-based duration, this Agreement shall automatically renew for successive one (1) year periods unless contrary written notice is provided by one party to the other not less than 90 days prior to the end of the initial term or any renewal period. Any renewals shall be under the same terms and conditions, except that Customer shall not be entitled to receive any consideration identified as "one-time" or upfront for any renewal periods.
2. **Consideration.** In consideration of the rights granted in this Agreement, and provided the Customer is not in breach of this Agreement, PBC shall provide the Customer the following – if applicable as indicated on the first two pages of this Agreement:
  - a. **Equipment.** PBC or one of its affiliates shall retain all right title and interest in the Equipment. Subject to compliance with installation requirements, PBC shall deliver and install the Equipment at the approved designated Customer location, provided that Customer shall make available necessary electrical and plumbing facilities as required by city, state and Federal regulations. At all times during the Term, Customer shall comply with PBC's Product merchandising standards, and policies and procedures regarding the operation and use of PBC's Equipment, as such standards and policies may be updated or modified by PBC from time to time. **In connection with the foregoing, Customer acknowledges and agrees that Equipment shall only be used to house/dispense PBC Products and may not be safe or suitable for storage of non-Beverage items.** Customer agrees not to remove or cause to be removed or otherwise encumber the Equipment from the location above designated without the written consent of PBC. Customer agrees to promptly notify PBC if the Equipment needs to be repaired or serviced. Customer further agrees to fully cooperate with PBC in effecting any necessary repairs or service. Provided the Customer is in compliance with all terms and conditions of this Agreement, PBC agrees to provide free service and repair of the Equipment (except where prohibited by law). Customer shall keep the Equipment free from any liens or encumbrances except those caused by PBC. Customer shall be liable to PBC for careful use and return of the Equipment in good condition, and any Equipment or parts lost or damaged by fire, theft, accident, or for any other reason, shall be paid for, at the time of loss, by Customer. All reasonable expenses incurred by PBC in securing return of the Equipment, including but not limited to hourly charges for PBC's employees, shall be Customer's responsibility. PBC shall have the right, during Customer's usual business hours, to enter the premises where the Equipment is located and shall have free access thereto for purposes of inspecting or removing the Equipment.
  - b. **Funding.** As set forth in this Agreement, Funding, as applicable, may consist of: (1) an Upfront Development Fund payment in the amount indicated in this Agreement, payable as specified herein and earned over the duration of the Term as stated below; (2) Rebates payable for applicable Cases or Gallons or Products purchased by Customer from PBC during the applicable funding period; (3) a one-time only Signing Bonus in the amount indicated in this Agreement, payable within ninety (90) days of the later of installation of Equipment or signing of this Agreement by both parties, and earned over the duration of the Term; and (4) such other consideration as indicated on the first two pages of this Agreement, including that based on exclusive/non-exclusive status of the Customer. For funding consisting of item (1) or (3) above, the funding will be earned by Customer on an equal monthly basis over the initial Term if the Agreement has only a "time-based" duration, and will be earned on an equal per Gallon/Case basis if the Agreement has a "later of time or Gallons/Cases purchased" duration; and
  - c. The Customer acknowledges and agrees that all consideration set forth herein is to be earned by the Customer based on its full compliance with the terms, and requirements of this Agreement and PBC shall provide such consideration provided the Customer (1) has paid in full, without offsets, auto or other deductions, all invoices for Products delivered to the Customer, and (2) is not in breach of its obligations under this Agreement.
3. **Product Price.** Prices for Products (including for Ancillary Products, if applicable) shall be at the discretion of PBC and subject to change from time to time.
4. **General Terms**
  - a. **Breach and Termination.** In the event either party breaches a provision of this Agreement, the non-breaching party shall give the other party written notice of such breach. Upon receipt of such written notice, the breaching party shall have thirty (30) days to cure such breach. If such breach is not cured within the specified time period, the non-breaching party may terminate this Agreement upon the expiration of such cure period upon written notice to the breaching party.
  - b. **Remedies.** If PBC terminates this Agreement due to Section 4(a) above or Customer terminates this Agreement for any reason other than default by PBC, then in addition to any other remedies to which PBC may be entitled by reason of any breach, Customer shall immediately reimburse PBC for the following: (i) an amount representing reimbursement for the cost of installation and removal of the Equipment provided to Customer by PBC pursuant to this Agreement; and (ii) Customer shall reimburse PBC for a prorated portion of any funding or upfront payment advanced by PBC and not earned by Customer as of the time of termination, with such prorated amount based upon the number of remaining months in the Term as of the date of termination if the Agreement has a time-based duration, or based upon the number of outstanding Gallons/Cases remaining to be purchased as of the date of termination, as applicable if the Agreement has a later of time or Gallons/Cases duration; and (iii) an amount as liquidated damages, for lost sales suffered by PBC as a result of such termination, equal to the sum of: (1) the product of \$5 multiplied by the projected number of Gallons of Postmix, LCT and FB Products that Customer would have been expected to purchase during the remainder of the Term based on the Customer's average annualized purchase rate, and (2) the product of \$10 multiplied by the projected number of 24-pk case equivalents of Packaged Products that Customer would have been expected to purchase during the remainder of the Term based on Customer's average annualized purchase rate. In addition to the foregoing, Customer shall not receive any consideration pursuant to this Agreement which has not been fully earned or redeemed (including Pepsi Rewards points) by Customer as of the date of such breach.
  - c. **Failure to meet Minimum Thruput Requirement.** Throughout the Term, if Customer purchase trends reasonably indicate that Customer cannot achieve the average Cases/Gallons as indicated on the front page of this Agreement, then PBC shall have the right to remove Equipment completely and terminate this Agreement pursuant to Section 4(a), or substitute/adjust Equipment placement(s) as deemed reasonably necessary by PBC. The Customer shall return the Equipment within 20 days after written notice from PBC. At the end of the initial Term, or any renewal period thereafter, if Customer has failed to purchase the aggregate (e.g. for 2-year term, 1000 Gallons per fountain dispensing unit) volume threshold requirements stated herein, PBC shall have the option, in lieu of termination, to extend the Term of the Agreement until such time as the Customer's purchases reach the applicable aggregate volume thresholds, such extension to be treated under Section 1(g), above ("Automatic Extension").
  - d. **Equipment upon Expiration or Termination of this Agreement.** If this Agreement is terminated or expires and the parties do not enter into a subsequent agreement, then the Customer shall fully cooperate with PBC to insure that PBC is able to pick up its Equipment. Within 15 days after the expiration or termination the Customer shall coordinate with PBC so that PBC may pick up its Equipment at the Customer's locations. Once PBC has picked up and inspected the Equipment, PBC shall notify the Customer of any damage to or missing Equipment/parts (excluding reasonable wear and tear). Customer shall immediately pay to PBC all applicable costs, expenses, and fees associated with the repair/replacement of the Equipment or associated parts. Failure to make such payment shall be deemed a material breach of this Agreement.
  - e. **Right of Offset.** PBC reserves the right to withhold payments due hereunder as an additional remedy for breach, or as an offset (partial or whole) against any amounts not paid by Customer to PBC pursuant to this Agreement, including the payments set forth in Sections 4(b) and 4(d), above.
  - f. **Customer Representation.** Customer represents and warrants to PBC that the execution, delivery and performance of this Agreement by Customer will not violate any agreements with, or rights of, third parties.
  - g. **Non-Disclosure.** Except as may otherwise be required by law or legal process, Customer shall not disclose to unrelated third parties the terms and conditions of this Agreement without the written consent of PBC.
  - h. **Assignment/Acquisition.** The Customer shall not sell, assign, transfer or otherwise encumber any interest in the Agreement without prior written consent of PBC. In the event that the Customer sells, assigns or transfers its assets to a third party or there is a change in control of the Customer, the Customer shall cause the transferee to assume all of the Customer's obligations under this Agreement prior to such sale, assignment or transfer. In the event the transferee has an existing local agreement with PBC or national agreement with PepsiCo (which agreement covers the purchase of Products), the agreement with the transferee shall continue and PBC's obligations under this agreement shall terminate. PBC may assign this Agreement at any time to an affiliate without any prior consent.
  - i. **Unauthorized Reselling and/or Transshipment.** PBC reserves the right to limit quantities, deduct/withhold funding, charge transshipment fines, or terminate this Agreement immediately (i.e., without notice/cure period) if the Customer resells Products in a manner not authorized by this Agreement, including to other resellers/distributors or for direct/indirect sale outside of the PBC Location's exclusive bottling territory. PBC will have the right to inspect Customer's warehouse for the purpose of verifying product production codes.
  - j. **Right of First Refusal.** Upon expiration or termination of this Agreement, if the parties have not entered into a new agreement, the Customer shall be free to enter into discussions/negotiations with third parties except that Customer shall grant Pepsi the absolute right of first refusal to match any bona fide offers made by a third party with respect to Beverage sales at the Outlets. The Customer shall provide Pepsi with details of any such bona fide offers, and Pepsi shall have a thirty (30) day window to decide whether it will match such offer and exercise its right of first refusal. The parties agree that beverage type/category and not brand names shall be considered for the purposes of determining a match.
  - k. **Trademarks.** PBC shall have final authority to review and approve, in its sole discretion, all aspects of any advertising or promotion provided for under this Agreement, including of any and all promotional or other materials utilizing PepsiCo trademarks, and no documents, point of sale, coupons, sell sheets, etc. shall be released without PBC's prior written approval. Any and all trademarked, copyrighted or other material in which either party claims or has property rights shall remain the sole and exclusive property of that party and shall be used by the other solely for the purposes listed and to the extent allowed by this Agreement.
  - l. **Indemnification.** ~~Customer shall defend and indemnify PBC against all costs, expenses, claims or losses incurred through claims of third parties resulting from Customer's breach of the terms and conditions of this agreement as well as any claims for damages based on personal injury, death or property damage due to Customer's actions and/or omissions, including but not limited to any claims related to Customer's misuse of (and/or failure to adhere to PBC's quality and handling requirements related to) PBC's Equipment, Products or IP/Trademarks.~~
  - m. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto regarding the subject matter hereof and supersedes all other agreements between the parties, including prior funding commitments relating to the purchase of the Products by Customer. This Agreement may be amended or modified only by a writing signed by each of the parties.

Pepsi Beverages Company		Customer	
Signature: [ ]	Date: [ ]	Signature: [ ]	Date: [ ]



## Legislation Details (With Text)

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<b>File #:</b>	ORD-16:029	<b>Version:</b>	1	<b>Name:</b>	Amend the 2016 budget to add an SRO officer
<b>Type:</b>	Ordinance	<b>Status:</b>		<b>Status:</b>	First Reading
<b>File created:</b>	5/17/2016	<b>In control:</b>		<b>In control:</b>	Public Safety Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2016 BUDGET TO ADD ONE NEW SRO POSITION TO VALLEY VIEW SCHOOL DISTRICT				
<b>Sponsors:</b>	Finance, Police Department				
<b>Indexes:</b>	Budget amendment, Position - creation/amendment				
<b>Code sections:</b>					
<b>Attachments:</b>					

Date	Ver.	Action By	Action	Result
5/17/2016	1	Public Safety Council Committee		

**AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2016 BUDGET TO ADD ONE NEW SRO POSITION TO VALLEY VIEW SCHOOL DISTRICT**

WHEREAS, the City of Jonesboro passed the 2016 Budget in Ordinance 15:069, which will need to be amended in order to effectuate said increase in the budget for school resource officers for the Valley View School District, the budgeted amount will need to be increased by a total of \$28,500.00.

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

1. The 2016 Budget is hereby amended to provide for an increase in the budget for School Resource Officers of \$28,500 to add one new resource officer to the Valley View School District for the 1<sup>st</sup> semester of the 2016-17 school year. The money for said increase will come from monies in the general fund. The salary and benefits will be reimbursed to the general fund from the Valley View School District.
2. This ordinance being necessary for the safety and welfare of the teachers and students at the Valley View School District in Jonesboro, Arkansas an emergency is declared to exist and this ordinance shall take effect from and after its passage and approval.



## Legislation Details (With Text)

<b>File #:</b>	ORD-16:030	<b>Version:</b>	1	<b>Name:</b>	Abandonment of an unused and erroneous SWB easement in Windover Gardens
<b>Type:</b>	Ordinance	<b>Status:</b>		<b>Status:</b>	First Reading
<b>File created:</b>	5/18/2016	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	AN ORDINANCE ABANDONING AND VACATING PARTS OF UNUSED AND ERRONEOUS SWB EASEMENT LOCATED IN LOT 9 OF WINDOVER GARDENS AS REQUESTED BY GUY PATTESON				
<b>Sponsors:</b>					
<b>Indexes:</b>	Abandonment				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Plat</a> <a href="#">Petition</a> <a href="#">Utility Letters</a> <a href="#">Engineering &amp; Planning Letters</a>				

Date	Ver.	Action By	Action	Result
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AN ORDINANCE ABANDONING AND VACATING PARTS OF UNUSED AND ERRONEOUS SWB EASEMENT LOCATED IN:

A 16.5 FEET SWB EASEMENT CROSSING LOT 9 AS SHOWN ON WINDOVER GARDENS PLAT RECORDED IN PLAT BOOK B, AT PAGE 110 IN THE OFFICE OF THE CIRCUIT CLERK FOR CRAIGHEAD COUNTY IN JONESBORO, ARKANSAS.

WHEREAS, the City Council at its regular meeting on June 7, 2016, pursuant to Ark. Stats. Section 14-301-302 through 14-301-304 heard the requests of Guy Patteson to abandon unused Southwestern Bell easement; and

WHEREAS, the City Council held a public hearing and heard all persons desiring to be heard in connection with this matter; and

WHEREAS, the respective utilities have consented to said abandonment; and

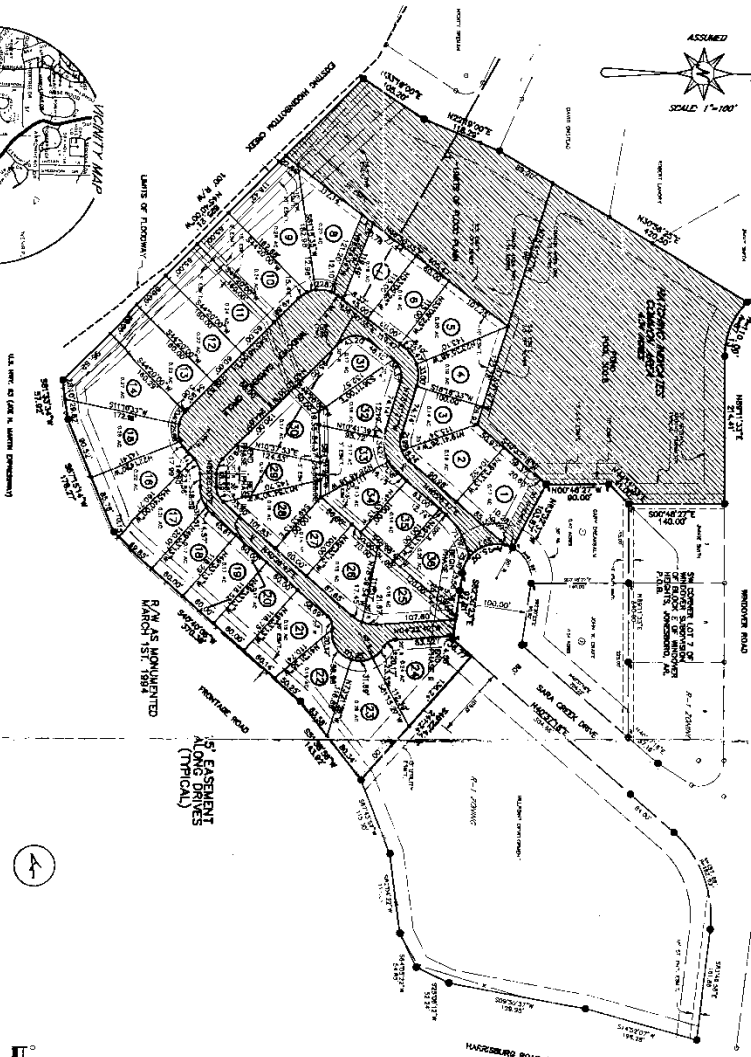
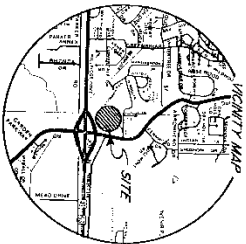
WHEREAS, the abandonment of said easement will not adversely affect the City of Jonesboro, and would be in the best interest of all parties concerned.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Jonesboro, Arkansas, that;

SECTION 1. The City of Jonesboro, Arkansas hereby vacates and abandons all of its rights together with the right of the public generally, in and to the portion of an easement, as shown on the recorded plat of WINDOVER GARDENS SUBDIVISION RECORDED IN PLAT BOOK B, AT PAGE 110 IN THE OFFICE OF THE CIRCUIT CLERK FOR CRAIGHEAD COUNTY IN JONESBORO, ARKANSAS.

SECTION 2. A copy of the Ordinance duly certified by the City Clerk shall be filed in the office of the Recorder of Craighead County at Jonesboro, Arkansas, and recorded in the Deed Records of Craighead County, Arkansas.

SECTION 3. The closing, vacating, and abandonment by the City of its rights and the rights of the public generally in the above described easement are in the public interest and will promote the public peace and welfare.



(A)

RECORDED  
 BOOK B PAGE 112  
 DATE APR 13 1994  
 CHENING COUNTY  
 PA. RECORDER CLERK  
*[Signature]*

FILED  
 APR 13 1994  
 JAY P. ...  
 RECORDER

METROPOLITAN AREA PLANNING COMMISSION  
 PRELIMINARY APPROVAL  
 FINAL APPROVAL  
 AS NOTED  
 DISAPPROVED  
 FILED  
*[Signature]* Chairman  
*[Signature]* Secretary  
 APR 15 1994

STATE OF PENNSYLVANIA, THIS IS TO CERTIFY THAT HAYWOOD, KENNARD & ASSOCIATES, INC. HAS BEEN DESIGNATED AS THE ENGINEER OF RECORD FOR THE ABOVE DESCRIBED PROJECT. THE ENGINEER OF RECORD HAS REVIEWED THE PLANS AND SPECIFICATIONS AND HAS FOUND THEM TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE PENNSYLVANIA ENGINEERING ACT AND THE PENNSYLVANIA PROFESSIONAL ENGINEERING BOARD. THE ENGINEER OF RECORD HAS ALSO REVIEWED THE PLANS AND SPECIFICATIONS AND HAS FOUND THEM TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE PENNSYLVANIA ENGINEERING ACT AND THE PENNSYLVANIA PROFESSIONAL ENGINEERING BOARD. THE ENGINEER OF RECORD HAS ALSO REVIEWED THE PLANS AND SPECIFICATIONS AND HAS FOUND THEM TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE PENNSYLVANIA ENGINEERING ACT AND THE PENNSYLVANIA PROFESSIONAL ENGINEERING BOARD.

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*[Signature]* PRESIDENT  
 HAYWOOD, KENNARD & ASSOCIATES, INC.  
 CIVIL ENGINEERS, SURVEYORS & PLANNERS



CLIENT	APPROVED	DATE	REVISIONS
			NO. 1
			NO. 2
RECORD PLAT A PT. OF BLK. E & F OF WINDOVER HEIGHTS A RE-PLAT OF SCOTTSMORE SUB TWASLE ONE JONESBORO, PENNSYLVANIA HAYWOOD, KENNARD & ASSOCIATES, INC. CIVIL ENGINEERS, SURVEYORS & PLANNERS 3500 W. ... JONESBORO, PA. 15131 PHONE: 501-932-2019			DATE 4/8/94 SCALE 1" = 100' DATE 2/28/94 SHEET 38-9



**PETITION**

To: Honorable Harold Perrin, Mayor, and Members of the City Council of the City of Jonesboro, Arkansas.

PETITION TO VACATE A PORTION OF UNUSED AND ERRONEOUS 16.5 FOOT SOUTHWESTERN BELL EASEMENT,

We, the undersigned, being the owner(s) of the property adjoining the following described property:

**A 16.5 FEET SWB EASEMENT CROSSING LOT 9 AS SHOWN ON WINDOVER GARDENS PLAT RECORDED IN PLAT BOOK B, AT PAGE 110 IN THE OFFICE OF THE CIRCUIT CLERK FOR CRAIGHEAD COUNTY IN JONESBORO, ARKANSAS.**

Herewith file and present this petition to the City Council of the City of Jonesboro, Arkansas to have the easement described above closed and abandoned.

Dated this 6th day of May, 2016

PROPERTY OWNER NAME AND ADDRESS

Hillpoint Development  
2912 Longview Drive  
Jonesboro, AR 72401

Guy Pattenon #1, Sec. 5-6-16  
\_\_\_\_\_  
Guy Pattenon Date

State ARKANSAS

County CRAIGHEAD

Subscribed and sworn to before me this 6th day of May, 2016.

Joshua Hurd  
\_\_\_\_\_  
Notary

My Commission Expires: 11-20-23





May 5, 2016

Ritter Communications Inc.  
2400 Ritter Drive  
Jonesboro, AR 72404

RE: Request to Abandon Southwestern Bell Easement Across Lot 9 of Windover Gardens

To whom it may concern:

This easement is shown on Windover Gardens Plat recorded in Book Plat Book B, page 110, in the Office of the Circuit Clerk for Craighead County, AR, in Jonesboro, AR. A copy of this plat is enclosed for your records.

A petition, resolution, and ordinance will be presented to the City Council for their decision.

State law stipulates that the proper procedure for abandonment of an easement requires the passage of an ordinance by majority vote of the elected City Council. Simply recording the replat does not satisfy the legal requirements for closure of the easements. City officials need written evidence from all utility service providers agreeing with the closure before passing the required ordinance, regardless of the specificity of which utility company the easement belongs to.

A space has been provided below for your signature acknowledging your concurrence with this proposed action to close the easement shown on the original plat of this subdivision. Please sign and return one copy of this letter.

Sincerely,

Clarence W. "Mac" McAlister, PE, PS

I, Alice Martin (print name), concur in the closure of the easement as shown crossing Lot 9 of Windover Gardens Subdivision.

Alice Martin  
(Signature)  
Utility Company Representative

Project Engineer III  
(Position)



*Owned by the Citizens of Jonesboro*

May 9, 2016

City of Jonesboro  
P.O. Box 1845  
Jonesboro, AR 72403  
Attn: Donna Jackson

Re: Southwest Bell Easement Abandonment  
Lot 9  
Windover Gardens (Plat Book B Page 110)  
City of Jonesboro  
Craighead County, Arkansas

Dear Donna:

City Water and Light has no objection with the abandonment of the sixteen & one-half (16.5) foot Southwest Bell easement lying on the Southern portion of Lot 9 of Windover Gardens, as shown on this attached sketch.

Please call if more information is needed.

Sincerely,

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

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

Enclosure

Cc: McAlister Engineering



**McALISTER ENGINEERING**  
CIVIL ENGINEERING AND LAND SURVEYING

May 5, 2016

AT&T Services Inc.  
723 S. Church Street  
Jonesboro, AR 72401

RE: Request to Abandon Southwestern Bell Easement Across Lot 9 of Windover Gardens

To whom it may concern:

This easement is shown on Windover Gardens Plat recorded in Book Plat Book B, page 110, in the Office of the Circuit Clerk for Craighead County, AR, in Jonesboro, AR. A copy of this plat is enclosed for your records.

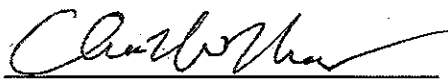
A petition, resolution, and ordinance will be presented to the City Council for their decision.

State law stipulates that the proper procedure for abandonment of an easement requires the passage of an ordinance by majority vote of the elected City Council. Simply recording the replat does not satisfy the legal requirements for closure of the easements. City officials need written evidence from all utility service providers agreeing with the closure before passing the required ordinance.


Southwestern Bell has an easement crossing the southern end of the property, but due to an error on the subdivision plat specified, a 2<sup>nd</sup> easement was erroneously created. We are not suggesting abandonment of the existing easement in which SWB/AT&T lines are currently placed in, but rather the incorrect easement as shown on plat specified. 811 calls have been made to locate all utilities on the property, and no utility line runs through the depicted area of the lot.

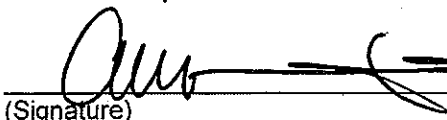
A space has been provided below for your signature acknowledging your concurrence with this proposed action to close the easement shown on the original plat of this subdivision. Please sign and return one copy of this letter.

Sincerely,



Clarence W. "Mac" McAlister, PE, PS

I,  (print name), concur in the closure of the easement as shown crossing Lot 9 of Windover Gardens Subdivision.

  
(Signature)

Utility Company Representative

Lead DSP Planning & Engineering Design  
(Position)



Anthony Martinez  
Manager-Lead OSP Planning  
& Engineering Design

AT&T - Arkansas  
723 S. Church, Rm. B27  
Jonesboro, AR 72401  
870.972.7596 Phone  
870.972.7558 Fax

May 9, 2016

Anthony Martinez  
AT&T - Arkansas  
723 S. Church, Rm. B27  
Jonesboro, AR 72401

Dear Mr. McAlister,

Please see page 2 of this document for approval of abandonment of the utility easement in question Re: Request to Abandon Southwestern Bell Easement Across Lot 9 Windover Gardens Recorded in Book Plat Book B, Page 110, in the Office of the Circuit Clerk for Craighead County, AR, in Jonesboro, AR. Please be aware that this approval will not take effect until a hard copy has been delivered to the City of Jonesboro city clerk (Donna Jackson). The delivery of the hard copy must to be completed by Bradley P. Hancock Surveying & Mapping or an associate of theirs.

Sincerely,

A handwritten signature in black ink, appearing to be "AM" followed by a stylized flourish.

Anthony Martinez  
Manager-Lead OSP Planning  
& Engineering Design



Anthony Martinez  
Manager-Lead OSP Planning  
& Engineering Design

AT&T - Arkansas  
723 S. Church, Rm. B27  
Jonesboro, AR 72401  
870.972.7596 Phone  
870.972.7558 Fax

## UTILITY RELEASE FORM

### TELECOMMUNICATIONS EASEMENT ABANDONMENT REQUEST

I have been notified of the petition to vacate the following described as follows:

Re: Request to Abandon Southwestern Bell Easement Across Lot 9 Windover Gardens  
Recorded in Book Plat Book B, Page 110, in the Office of the Circuit Clerk for Craighead  
County, AR, in Jonesboro, AR.

#### UTILITY COMPANY COMMENTS:

- No objections to the vacation(s) described above.
- No objections to the vacation(s) described above, provided the following  
described easements are retained.
- Objections to the vacation(s) described above, reason described below:

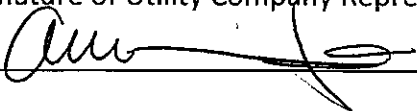
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Anthony Martinez  
Manager-Lead OSP Planning  
& Engineering Design

Signature of Utility Company Representative:

  
\_\_\_\_\_

Date: 05/09/2016

**McALISTER ENGINEERING**  
CIVIL ENGINEERING AND LAND SURVEYING

May 5, 2016

CenterPoint Energy  
3013 Ole Feedhouse Road  
Jonesboro, AR 72404

RE: Request to Abandon Southwestern Bell Easement Across Lot 9 of Windover Gardens

To whom it may concern:

This easement is shown on Windover Gardens Plat recorded in Book Plat Book B, page 110, in the Office of the Circuit Clerk for Craighead County, AR, in Jonesboro, AR. A copy of this plat is enclosed for your records.

A petition, resolution, and ordinance will be presented to the City Council for their decision.

State law stipulates that the proper procedure for abandonment of an easement requires the passage of an ordinance by majority vote of the elected City Council. Simply recording the replat does not satisfy the legal requirements for closure of the easements. City officials need written evidence from all utility service providers agreeing with the closure before passing the required ordinance, regardless of the specificity of which utility company the easement belongs to.

A space has been provided below for your signature acknowledging your concurrence with this proposed action to close the easement shown on the original plat of this subdivision. Please sign and return one copy of this letter.

Sincerely,



Clarence W. "Mac" McAlister, PE, PS

I, Chase Batson (print name), concur in the closure of the easement as shown crossing Lot 9 of Windover Gardens Subdivision.

 Engineer II  
(Signature) (Position)

Utility Company Representative



**McALISTER ENGINEERING**  
CIVIL ENGINEERING AND LAND SURVEYING

May 5, 2016

Suddenlink Communications Inc.  
1520 S. Caraway Road  
Jonesboro, AR 72401

RE: Request to Abandon Southwestern Bell Easement Across Lot 9 of Windover Gardens

To whom it may concern:

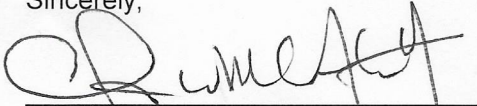
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A petition, resolution, and ordinance will be presented to the City Council for their decision.

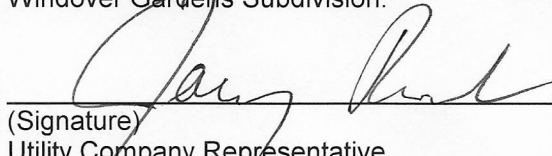
State law stipulates that the proper procedure for abandonment of an easement requires the passage of an ordinance by majority vote of the elected City Council. Simply recording the replat does not satisfy the legal requirements for closure of the easements. City officials need written evidence from all utility service providers agreeing with the closure before passing the required ordinance, regardless of the specificity of which utility company the easement belongs to.


A space has been provided below for your signature acknowledging your concurrence with this proposed action to close the easement shown on the original plat of this subdivision. Please sign and return one copy of this letter.

Sincerely,

  
Clarence W. "Mac" McAlister, PE, PS

I, JOEY BOSCH (print name), concur in the closure of the easement as shown crossing Lot 9 of Windover Gardens Subdivision.

  
(Signature)  
Utility Company Representative

  
(Position)

**McALISTER ENGINEERING**  
CIVIL ENGINEERING AND LAND SURVEYING

May 5, 2016

Engineering Department  
c/o City of Jonesboro  
300 S. Church Street  
Jonesboro, AR 72401

RE: Request to Abandon Southwestern Bell Easement Across Lot 9 of Windover Gardens

To whom it may concern:


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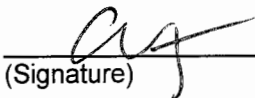
State law stipulates that the proper procedure for abandonment of an easement requires the passage of an ordinance by majority vote of the elected City Council. Simply recording the replat does not satisfy the legal requirements for closure of the easements. City officials need written evidence from the engineering department agreeing with the closure before passing the required ordinance.

A space has been provided below for your signature acknowledging your concurrence with this proposed action to close the easement shown on the original plat of this subdivision. Please sign and return one copy of this letter.

Sincerely,

  
Clarence W. "Mac" McAlister, PE, PS

I, CRAIG LIGHT (print name), concur in the closure of the easement as shown crossing Lot 9 of Windover Gardens Subdivision.

  
(Signature)

CITY ENGINEER.  
(Position)

**McALISTER ENGINEERING**  
CIVIL ENGINEERING AND LAND SURVEYING

May 5, 2016

Planning Department  
c/o City of Jonesboro  
300 S. Church Street  
Jonesboro, AR 72401

RE: Request to Abandon Southwestern Bell Easement Across Lot 9 of Windover Gardens

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State law stipulates that the proper procedure for abandonment of an easement requires the passage of an ordinance by majority vote of the elected City Council. Simply recording the replat does not satisfy the legal requirements for closure of the easements. City officials need written evidence from the planning department agreeing with the closure before passing the required ordinance.

A space has been provided below for your signature acknowledging your concurrence with this proposed action to close the easement shown on the original plat of this subdivision. Please sign and return one copy of this letter.

Sincerely,

  
Clarence W. "Mac" McAlister, PE, PS

I, OTIS SPRIGGS (print name), concur in the closure of the easement as shown crossing Lot 9 of Windover Gardens Subdivision.

  
(Signature) \_\_\_\_\_ (Position)



## Legislation Details (With Text)

<b>File #:</b>	ORD-16:027	<b>Version:</b>	1	<b>Name:</b>	Rezoning at 1406 and 1410 East Highland
<b>Type:</b>	Ordinance	<b>Status:</b>		<b>Status:</b>	Third Reading
<b>File created:</b>	5/11/2016	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO C-4 LUO FOR PROPERTY LOCATED AT 1400-1410 EAST HIGHLAND AS REQUESTED BY ROUNDTABLE HOLDINGS, LLC				
<b>Sponsors:</b>					
<b>Indexes:</b>	Rezoning				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Plat</a> <a href="#">Planning Dept. Staff Report</a>				

Date	Ver.	Action By	Action	Result
5/17/2016	1	City Council		

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES;  
BE IT ORDAINED BY THE CITY COUNCIL OF JONESBORO, ARKANSAS:

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

FROM: Residential, R-1  
TO: Commercial, C-4, L.U.O.

THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

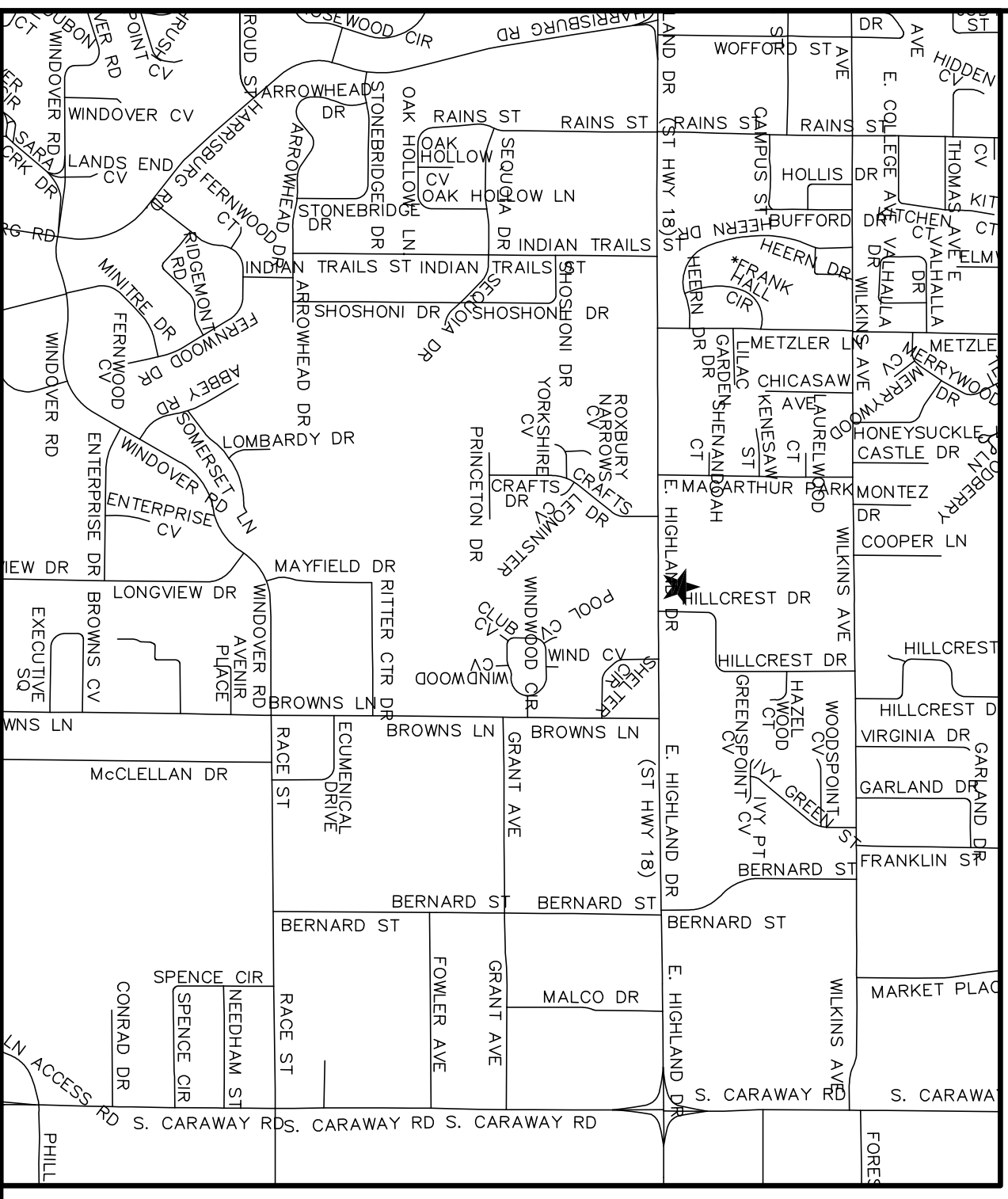
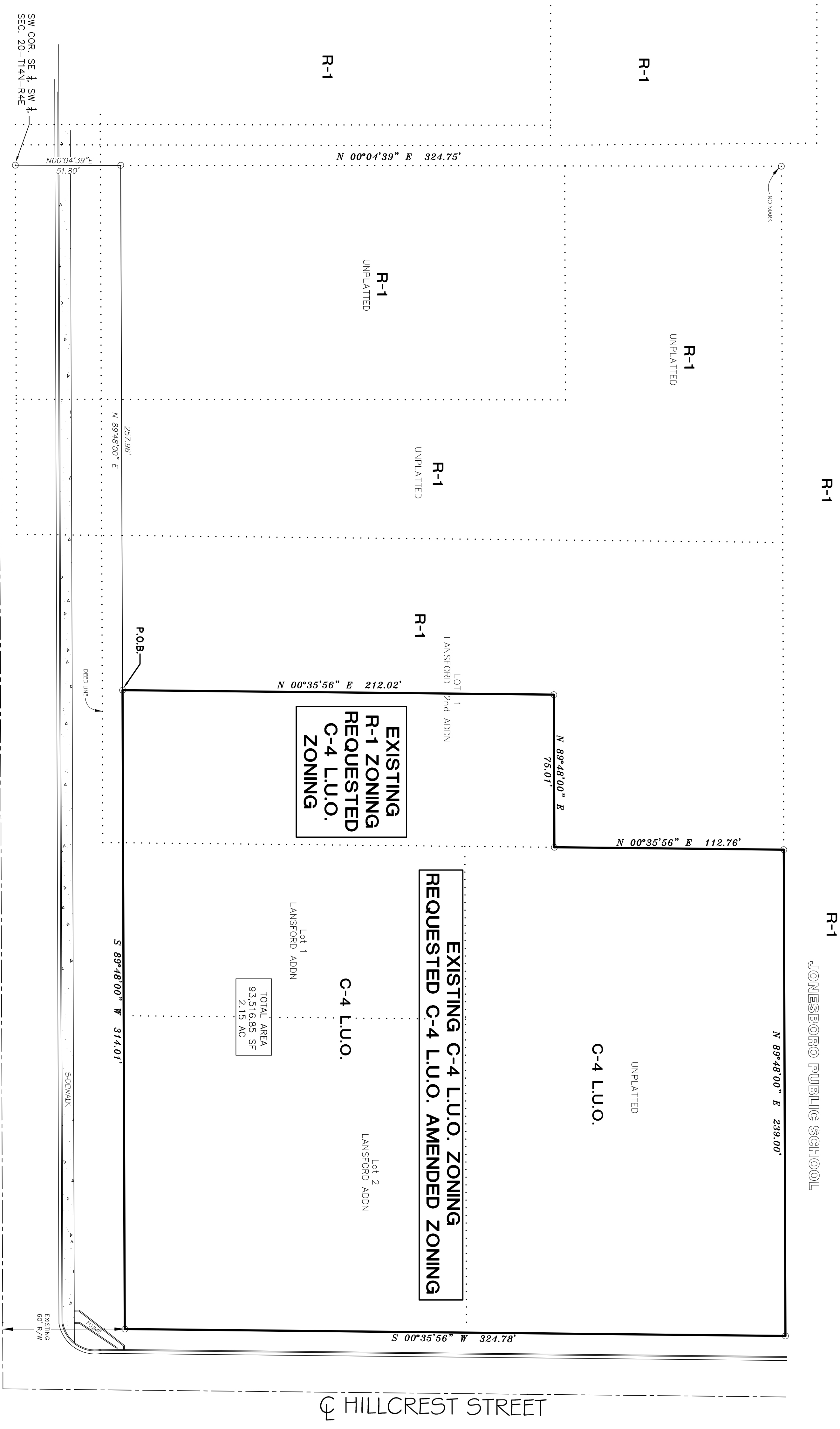
Lots One and Two of Lansford Addition to the City of Jonesboro, Craighead County, Arkansas; A part of Lot 1 of Lansford Second Addition to the City of Jonesboro, Craighead County, Arkansas and a part of Section 20, Township 14 North, Range 4 East, Craighead County, Arkansas, being more particularly described as follows:

From the Southwest Corner of the Southeast Quarter of the Southwest Quarter of said Section 20; run N00° 04'39"E a distance of 51.80 ft. to a point; thence N89°48'00"E a distance of 257.96 ft. to the POINT OF BEGINNING; thence N00°35'56"E a distance of 212.02 ft. to a point; thence N89°48'00"E a distance of 75.01 ft. to a point; thence N00°35'56"E a distance of 112.76 ft. to a point; thence N89°48'00"E a distance of 239.00 ft. to a point; thence S00°35'56"W a distance of 324.78 ft. to a point; thence S89°48'00"W a distance of 314.01 ft. to a point, said point being the POINT OF BEGINNING, containing 2.15 acres, and being subject to any easements of record.

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

STIPULATIONS:

- 1) That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations.
- 2) Adequate visual screening shall be provided to buffer all surrounding residential uses remaining.
- 3) If and when possible, consolidated curb cuts shall be adhered to and from the site, to allow cross access to other adjacent future developed neighboring tracts of land.
- 4) A replat shall be required and must comply with the Master Street Plan.
- 5) The uses shall be limited to Automated Teller Machine, Bank or Financial Institution, Medical Service or Office, Office/General, Retail and Retail/Service, Restaurant General and Fast Food with outward residential appearance waived, and Parking.



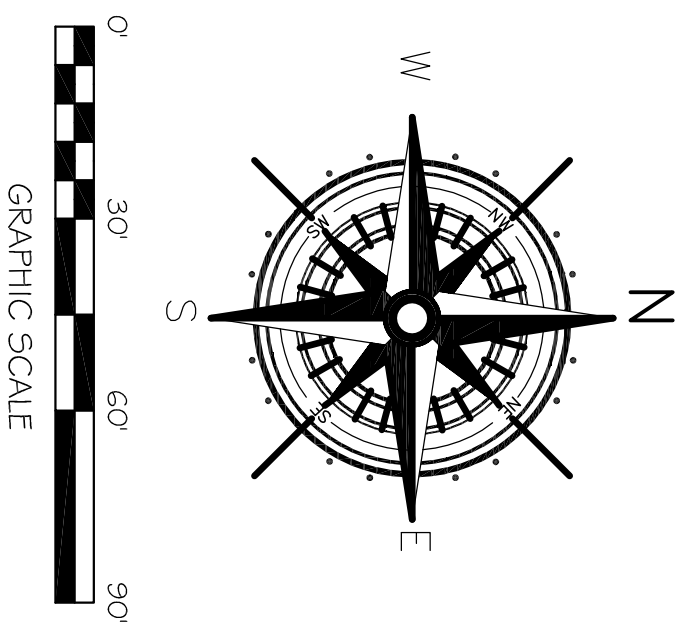
- NOTES.**
- 1) ALL BEARINGS ARE BASED ON ARKANSAS NORTH STATE PLANE COORDINATE SYSTEM.
  - 2) THE CLOSEST PRECISION OF THE PLAT IS IN EXCESS OF 1" IN 500,000'.
  - 3) THE RESEARCH COMPLETED FOR THIS SURVEY INCLUDES LEGAL DESCRIPTION PROVIDED, PREVIOUS SURVEYS AND OUR OWN RESEARCH AT THE COURTHOUSE.
  - 4) ALL CORNER MONUMENTS SET ARE 3/8" REBAR, UNLESS OTHERWISE NOTED ON THE PLAT.
  - 5) FLOOD PLANS: THIS TRACT DOES NOT LIE WITHIN THE 100-YR FLOOD PLAN PER COMMUNITY PLAN NO. 0503100132 C, DATED 09/27/91. THIS TRACT DOES LIE WITHIN A ZONE "X" FLOOD PLAN, PER THE MAP REFERENCED ABOVE.
  - 6) SETBACKS: C-3 L.U.O. (25' FRONT, 20' REAR, 10' SIDE)  
R-1 (25' FRONT AND REAR, 7.5' SIDE)

**LEGAL DESCRIPTION**

Lots One and Two of Lanford Addition to the City of Jonesboro, Craighead County, Arkansas. A part of lot 1 of Lanford Second Addition to the City of Jonesboro, Craighead County, Arkansas and a part of Section 20, Township 14 North, Range 4 East, Craighead County, Arkansas, being more particularly described as follows: From the Southeast corner of the Southeast Quarter of the Southwest Quarter of said Section 20: a distance of 51.80 ft. to a point; thence  $N89^{\circ}48'00'' E$  a distance of 257.96 ft. to the POINT OF BEGINNING; thence  $N00^{\circ}35'56'' E$  a distance of 112.76 ft. to a point; thence  $N00^{\circ}35'56'' W$  a distance of 324.78 ft. to a point; thence  $S00^{\circ}35'56'' W$  a distance of 314.01 ft. to a point; thence  $S89^{\circ}48'00'' W$  a distance of 314.01 ft. to a point, said point being the Point of Beginning, containing 2.15 acres, and being subject to any assessments of record.

**CERTIFICATE OF SURVEY:**

To all parties interested in Title to these premises: I hereby certify, that I am the duly qualified and licensed professional engineer, and that the plat 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.



	<b>REZONING PLAT EAST HIGHLAND AVE. JONESBORO, ARKANSAS FOR ROUNDTABLE HOLDINGS, LLC</b>		ENGINEERS PLANNERS SURVEYORS	Date 04-18-16	Scale 1"=30'	Job No. 116027	Sheet No. 1 of 1	
				Section 20	Township 14N	Range 04E	County CRAIGHEAD	Drawn By: RE Checked by: GH
JOB NO.: 116027 SHEET NUMBER: 1 of 1			203 Southwest Dr. - Jonesboro, AR - (870)932-7880 - www.civilogic.net				© 2016, Civilogic	

*City of Jonesboro City Council*  
**Staff Report – RZ 16-07: 1410 E. Highland Rezoning**  
Municipal Center - 300 S. Church St.  
*For Consideration by the Council on May 17, 2016*

**REQUEST:** To consider a rezoning of the land containing 2.15 acres more or less.

**PURPOSE:** A request to consider recommendation to Council for a rezoning from "R-1" Single Family Residential to "C-4, L.U.O" Neighborhood Commercial District.

A request to consider recommendation to Council for a rezoning of a previously approved "C-4 L.U.O" amendment.

**APPLICANT/ OWNER:** Roundtable Holdings, LLC 3410 E. Johnson Ave. Suite "H" Jonesboro, AR

**LOCATION:** 1400 – 1410 East Highland Dr. Jonesboro, AR

**SITE DESCRIPTION:** *Tract Size:* Approx.: 2.15 +/- Acres (93,517 Sq FT.)  
*Frontage:* 314.01 Ft. along Highland Dr./ 324.78 Ft. along Hillcrest St.  
*Topography:* Downward sloping and flat  
*Existing Development:* Currently a vacated fuel station

<b>SURROUNDING CONDITIONS:</b>	<b><u>ZONE</u></b>	<b><u>LAND USE</u></b>
	North: R-1	Hillcrest Visual and Performing Arts School
	South: C-4 L.U.O	Undeveloped
	East: C-4	Iberia Bank
	West: R-1	Single-Family Residential

**HISTORY:** Property rezoned by Council on August 6, 2013 as C-4 L.U.O. with Conditions

**ZONING ANALYSIS:**

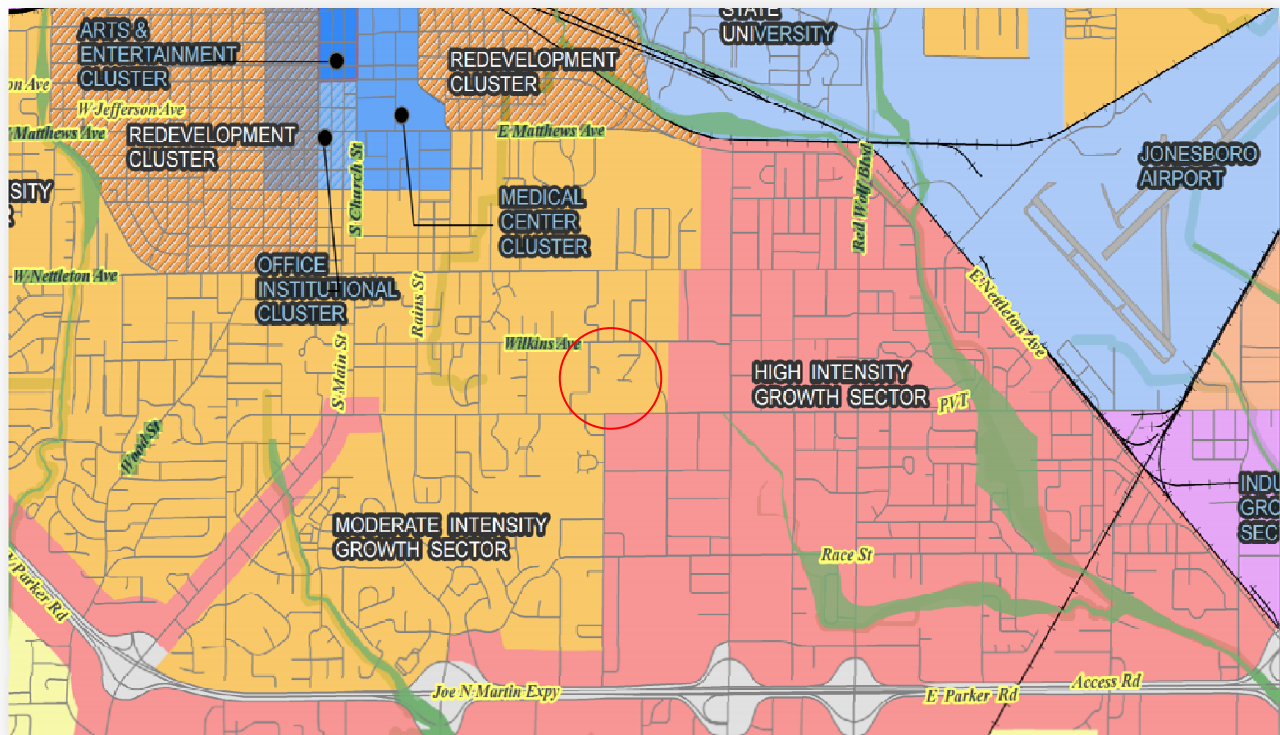
*City Planning Staff has reviewed the proposed Zone Change and offers the following findings:*

**COMPREHENSIVE PLAN LAND USE MAP:**

The Current/Future Land Use Map recommends this location as a High Intensity Growth Sector (Special Overall District Only). With the suggested Limited Use Overlay, the MAPC will be afforded an opportunity to gain more detailed information that will give assurance of a well-designed infill development that will enhance the area.

**High Intensity Recommended Use Types Include:**

- *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*

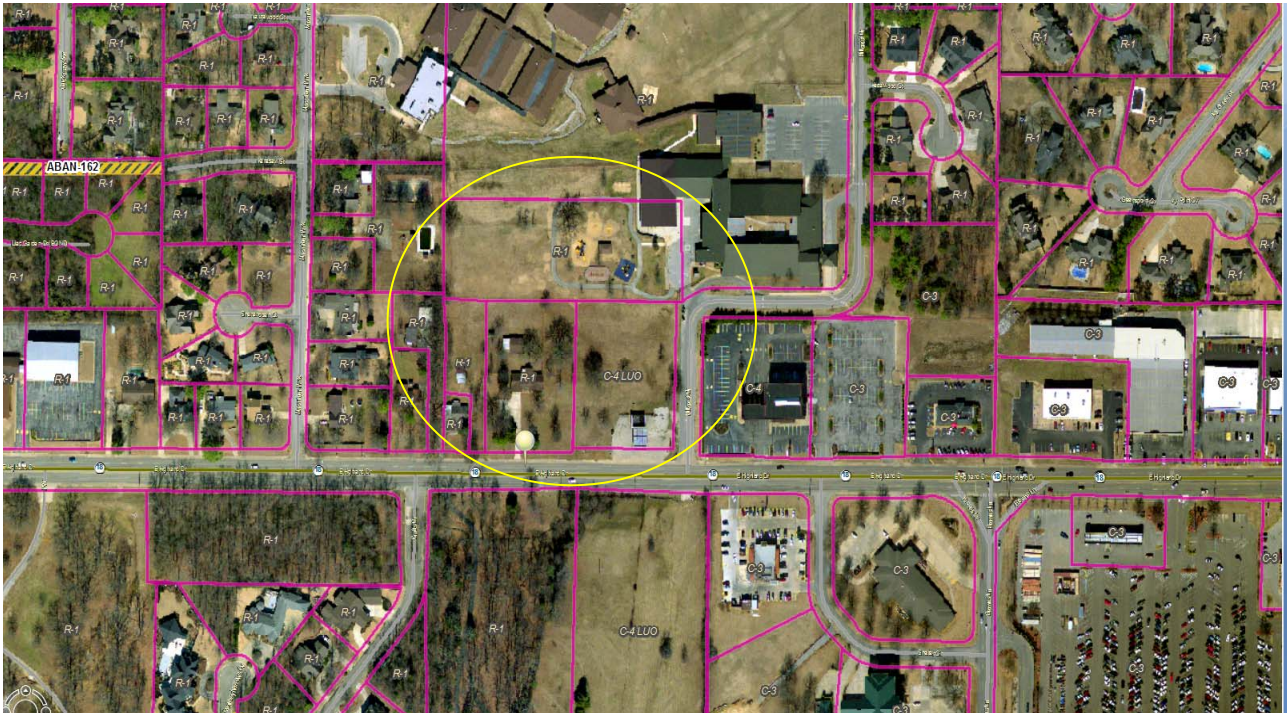


*Land Use Map*



**Master Street Plan**








The subject project site is served by Highland Drive, categorized as a Principal Arterial on the Jonesboro Master Street Plan. The applicant will be required to adhere to the Master Street Plan recommendations.



**Aerial/Zoning Map**

**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) Consistency of the proposal with the Comprehensive Plan/Land Use Map	The proposed rezoning is consistent with the Adopted Land Use Plan, which is recommended as Moderate Intensity Growth Sector.	
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	The proposal achieves consistency with the purpose of Chapter 117. The applicant proposes to rezone the property to “C-4” L.U.O so they can open a restaurant. The current zoning does not allow them to do that.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	Compatibility is achieved. Similar zoning exist in the region. This is a commercial district with other restaurants and banks already located next to and across the street from the property.	
(d) Suitability of the subject property for the uses to which it has been restricted without the amendment;	The owners are wanting to develop the property with supportive retail restaurant, however due to Corporate Design Requirements/Imagery/Branding.	
(e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation	The applicant has stated that there would be no negative impact on nearby property.	
(f) Length of time the subject property has remained vacant as zoned, as well as its zoning at the time of purchase by the applicant; and	The property is undeveloped with the exception of an old nonconforming use gas station that is no longer open. The land was zoned R-1 and C-4 L.U.O at the time of purchase by the applicant.	
(g) Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, and emergency medical services	The applicant has stated that there would be no negative impact on nearby property.	

The Applicant specified the allowable uses as: *Automated teller machine, bank or financial institution, medical service or office, office/general, retail and retail/service Restaurant General & Fast, with outward residential appearance waived, and Parking.*

**STAFF FINDINGS:**

**APPLICANTS PURPOSE:**

The applicant is requesting approval of rezoning that will promote a commercial use of the subject property. With recent commercial growth in this area, this tract is a premier location for commercial development. The site is no longer conducive to single family development due to the expanse and variation of commercial development.

**ZONING CODE ANALYSIS:**

The applicant proposes to rezoning additional land associated with the parent parcel under the subject C-4 Neighborhood Commercial District at a width of 75 ft. The original single family is not a set to be razed at this time, however Staff cautions that sufficient setback to the new west boundary to that structure needs to be coordinated. Otherwise some form of building setback variance may be needed.

Below is the permitted use table excerpt, which depicts the various uses allowed by-right or as a Conditional Use application. By default a number of the uses will not be allowed merely because of required size/space and minimal lot/bulk setback regulations. The applicant has proposed a rezoning to C-4 L.U.O. Staff has listed the permitted uses to be allowed within the development as follows:

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

Definition of C-4, 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	Reported no issues.	
Fire Department	Reported no issues.	
MPO	Reported no issues.	
Jets	Reported no issues.	
Utility Companies	Reported no issues.	

**Zoning Code Allowable Uses:**

The City of Jonesboro Zoning Resolution includes a list of permitted uses within C-4 Districts as follows. Certain commercial uses are permitted as of right- “P”, while others require a Conditional Use- “C” approval by the MAPC, or not permitted where blank within the Zoning Ordinance Chapter 117:

List of C-4 Commercial Uses	C-4 Neighborhood Commercial District	List of C-4 Commercial Uses	C-4 Neighborhood Commercial District
<b>Civic and Commercial Uses</b>		<b>Civic and Commercial Uses</b>	
<b>Animal care, general</b>	C	<b>Museum</b>	<b>P</b>
<b>Animal care, limited</b>	P	<b>Nursing home</b>	P
<b>Automated teller machine</b>	P	<b>Office, general</b>	P
<b>Bank or financial institution</b>	P	<b>Parks and recreation</b>	P
<b>Bed and breakfast</b>	P	<b>Post office</b>	P
<b>Carwash</b>	C	<b>Recreation/Entertainment Indoor</b>	C
<b>Cemetery</b>	P	<b>Recreation/Entertainment Outdoor</b>	C
<b>Church</b>	P	<b>Restaurant, fast-food</b>	C
<b>College or university</b>	P	<b>Restaurant, general</b>	P
<b>Communication Tower</b>	C	<b>Retail/service</b>	C
<b>Convenience store</b>	P	<b>Safety services</b>	P
<b>Day care, limited (family home)</b>	P	<b>School, elementary, middle and high</b>	P
<b>Day care, general</b>	P	<b>Service station</b>	C
<b>Funeral home</b>	C	<b>Sign, off-premises</b>	C
<b>Golf course</b>	P	<b>Utility, major</b>	C
<b>Government service</b>	P	<b>Utility, minor</b>	P
<b>Hospital</b>	P	<b>Vehicle repair, limited</b>	C
<b>Library</b>	P	<b>Vocational school</b>	C
<b>Medical service/office</b>	P		

**RECORD OF PROCEEDINGS: Public Hearing Held by the MAPC on May 10, 2016:**

**Applicant: Mr. George Hamman**, Civilogic- Appeared before the Commission noting that he prepared the plat and application, and has been through the staff report, and they do not find anything that we opposed- with the exception of Condition Number 2.

**Mr. Hamman** gave case history: Noting that the bulk of this property was rezoned in 2013. The same lady owned all three properties including the convenient store/gas station and the 2 homes to the west. Roundtable Holdings has bought all 3 properties. She originally rezoned this as C-4 Quiet Commercial, and that it would have a residential character to it and she had no intention to move. That's why she requested what she did in 2013. We want to ask MAPC to waive the outward residential appearance of C-4 and include in the list of allowable uses- a restaurant (Newk's). A site plan was shown to show the building location and entrance off of Highland Dr. with possibly a bank to be sited on the corner. We ask that stipulation number 2 be removed and we would work with staff to make sure the plans are completed in accordance.

**Mr. Spriggs:** The applicant as noted that the rezoning was done in 2013. Mr. Spriggs made reference to the Ordinance of 2013 attached to the agenda. The acreage that is added is 75 ft. to the west of the original land to be used for parking as shown on the layout. We are requested to modify the stipulations of the original ordinance and the question was the *residential appearance*. Newk's has branding requirements and architectural criteria; therefore, it would be difficult to improve the property with a *residential appearance*. The scale of the use would still be residential at 1-story in height. This layout could be attached as approved contingent of Council approving this amendment and zone amendment.

**Mr. Spriggs added:** The Land Use Plan recommendation of Moderate Intensity Growth Sector is in compliance. The use would fit into that character area. This would be considered a quiet type Commercial use. The Master Street Plan would have to be complied with. No other department or agencies have noted issues with this rezoning. There were questions raised by the School system to assure no hardship is imposed on the student drop/off and pick up. That would need to be coordinated. The six conditions were read (Number 2 was excluded). Any parking lots would have to screen any residential to remain to the west. Access management controls need to be implemented.

**Public Input: None.**

**Mr. Kelton** asked in lieu of excluding condition No. 2, what is the size of the building. **Mr. Hamman:** Square footage for Newk's will be 4,450 Sq. Ft., a little smaller than the other location northeast of town in addition to the bank use on the corner lot.

**Mr. Bailey** made a motion to approve the rezoning and recommend approval to Council with the noted conditions and any site plan changes would come back to the MAPC; Seconded by **Mr. Stipling**.

**Roll Call Vote: 8-0 Approval.** Mr. Hoelscher- Aye; Mr. Bailey- Aye; Mr. Stripling- Aye; Mr. Kelton- Aye; Scurlock- Aye; Mr. Reece- Aye; Mr. Cooper- Aye; Mr. Perkins- Aye; Mr. Roberts was chair.

**Conclusion:**

The MAPC and the Planning Department Staff find that the requested Zone Change submitted for subject parcel, should be approved based on the above observations and criteria of Case RZ 16-07 a request to modify the original “C-4” L.U.O. restriction of residential face, while maintaining residential in mass and scale and to rezoning rezone the adjacent tract from “R-1” Single Family to “C-4”, L.U.O., General Commercial District, Limited Use Overlay; the following conditions are recommended:

1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design manual and Flood Plain Regulations.
2. Adequate visual screening shall be provided to buffer all surrounding residential uses remaining.
3. If and when possible, consolidated curb cuts shall be adhered to and from the site, to allow cross access to other adjacent future developed neighboring tracts of land.
4. A replat shall be required and must comply with the master street plan.
5. Uses shall be limited to automated teller machine, bank or financial institution, medical service or office, office/general, retail and retail/service Restaurant General & Fast with outward residential appearance waived, and Parking.

Respectfully Submitted for Council Consideration,



Otis T. Spriggs, AICP  
Planning & Zoning Director



View looking west on Highland toward Site



View looking west on Highland toward Site



View looking west on Highland toward Site



View looking west on Highland toward Site





View looking west on Highland at Site



View looking west on Highland, Site on Right



View looking North from Highland onto Site



View looking Southeast across Highland from Site



View looking across Highland from Site



**View looking North along Hillcrest Dr. at School**



**View looking East**



**View looking West**



**View from Site looking South**



**View looking North at Site**



## Legislation Details (With Text)

<b>File #:</b>	ORD-16:028	<b>Version:</b>	1	<b>Name:</b>	Rezoning at 1822 Old Greensboro Road
<b>Type:</b>	Ordinance	<b>Status:</b>		<b>Status:</b>	Third Reading
<b>File created:</b>	5/11/2016	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO C-3 LUO FOR PROPERTY LOCATED AT 1822 OLD GREENSBORO ROAD AS REQUESTED BY TERRY TROTTER				
<b>Sponsors:</b>					
<b>Indexes:</b>	Rezoning				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Plat</a> <a href="#">Planning Dept. Staff Report</a>				

Date	Ver.	Action By	Action	Result
5/17/2016	1	City Council		

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES;  
BE IT ORDAINED BY THE CITY COUNCIL OF JONESBORO, ARKANSAS:

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

FROM: Residential, R-1  
TO: Commercial, C-3, L.U.O.

THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

A part of the South Half of the Northwest Quarter of the Northwest Quarter of Section 10, Township 14 North, Range 5 East, Craighead County, Arkansas, being more particularly described as follows:

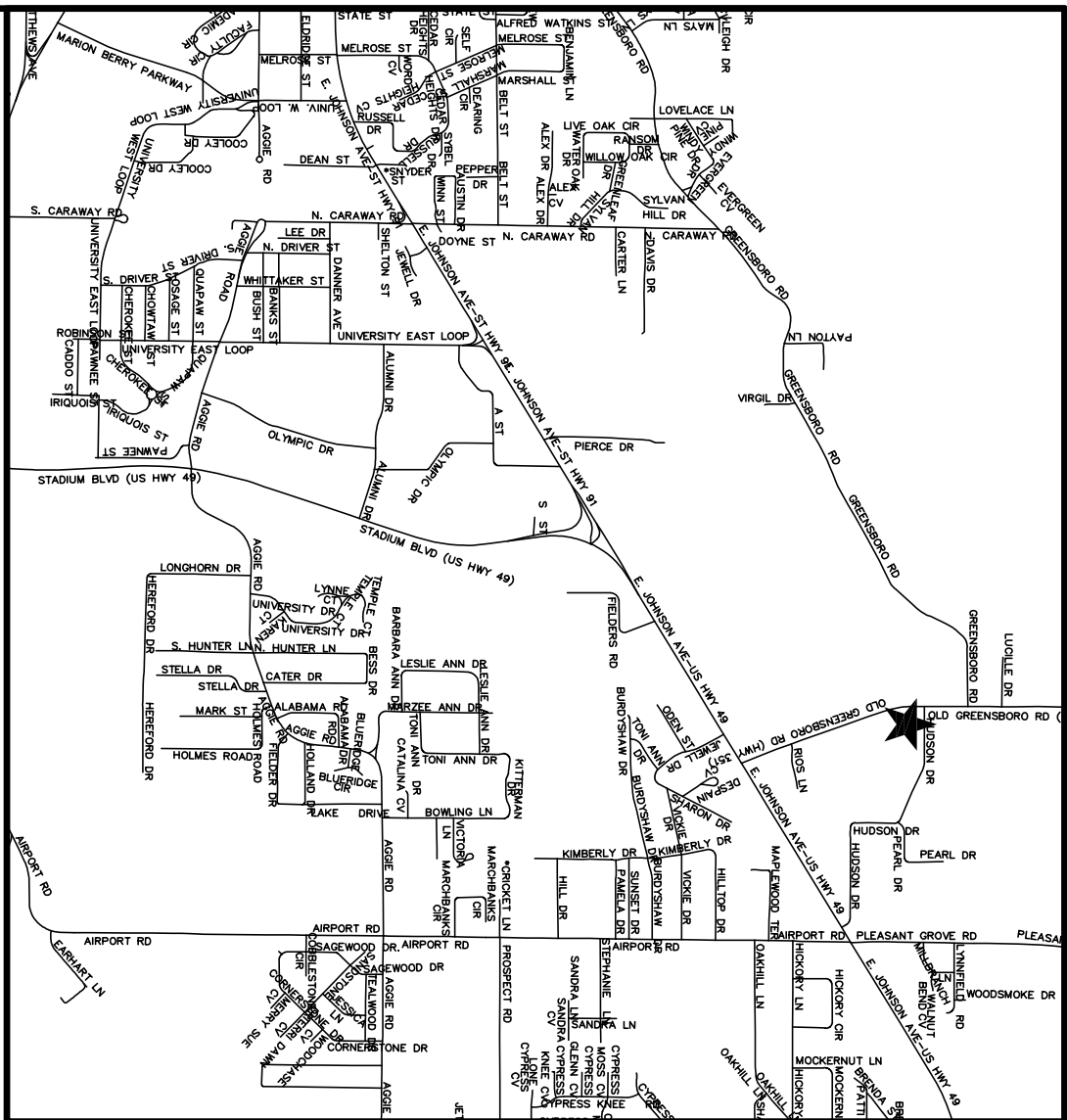
From the Northwest corner of said Section 10, run S00°27'23"W a distance of 478.50 ft. to a point; thence N89°45'50"E a distance of 64.62 ft. to a point; thence S00°11'41"E a distance of 30.97 ft. to a point on the South right-of-way line of Hudson Drive and the POINT OF BEGINNING; thence N89°28'00"E along said South right-of-way line a distance of 265.07 ft. to a point; thence leaving said right-of-way line, run S00°27'23"W a distance of 481.16 ft. to a point; thence N89°49'55"W a distance of 189.87 ft. to a point on the Easterly right-of-way line of Old Greensboro Road (a.k.a. Highway 351); thence run along said Easterly right-of-way line as follows: N19°20'44"W a distance of 17.27 ft. to a point, N17°20'18"W a distance of 65.04 ft. to a point on a curve, following a curve to the right, said curve having a radius of 953.69 ft., an arc of 315.50 ft., a chord length of 314.06 ft. and a chord bearing of N08°24'46"W to a point, N00°11'41"W a distance of 89.06 ft. to the POINT OF BEGINNING, containing

2.69 acres.

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

- 1) That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations.
- 2) A final site plan subject to all ordinance requirements shall be submitted, reviewed and approved by the MAPC, prior to any redevelopment of the property.
- 3) Adequate visual screening shall be provided to buffer all surrounding residential uses remaining.
- 4) If and when possible, consolidated curb cuts shall be adhered to and from the site, to allow cross access to other adjacent future developed neighboring tracts of land.
- 5) The L.U.O shall prohibit the following uses: Airport, Cemetery, Adult Entertainment, Recreational Vehicle Park, Off-Premises Sign (Billboard), Agricultural - Animal.



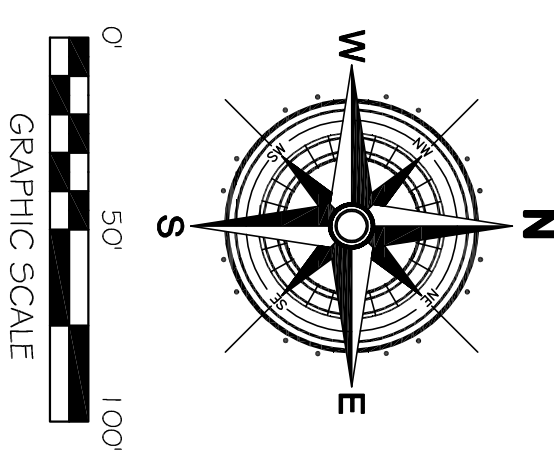
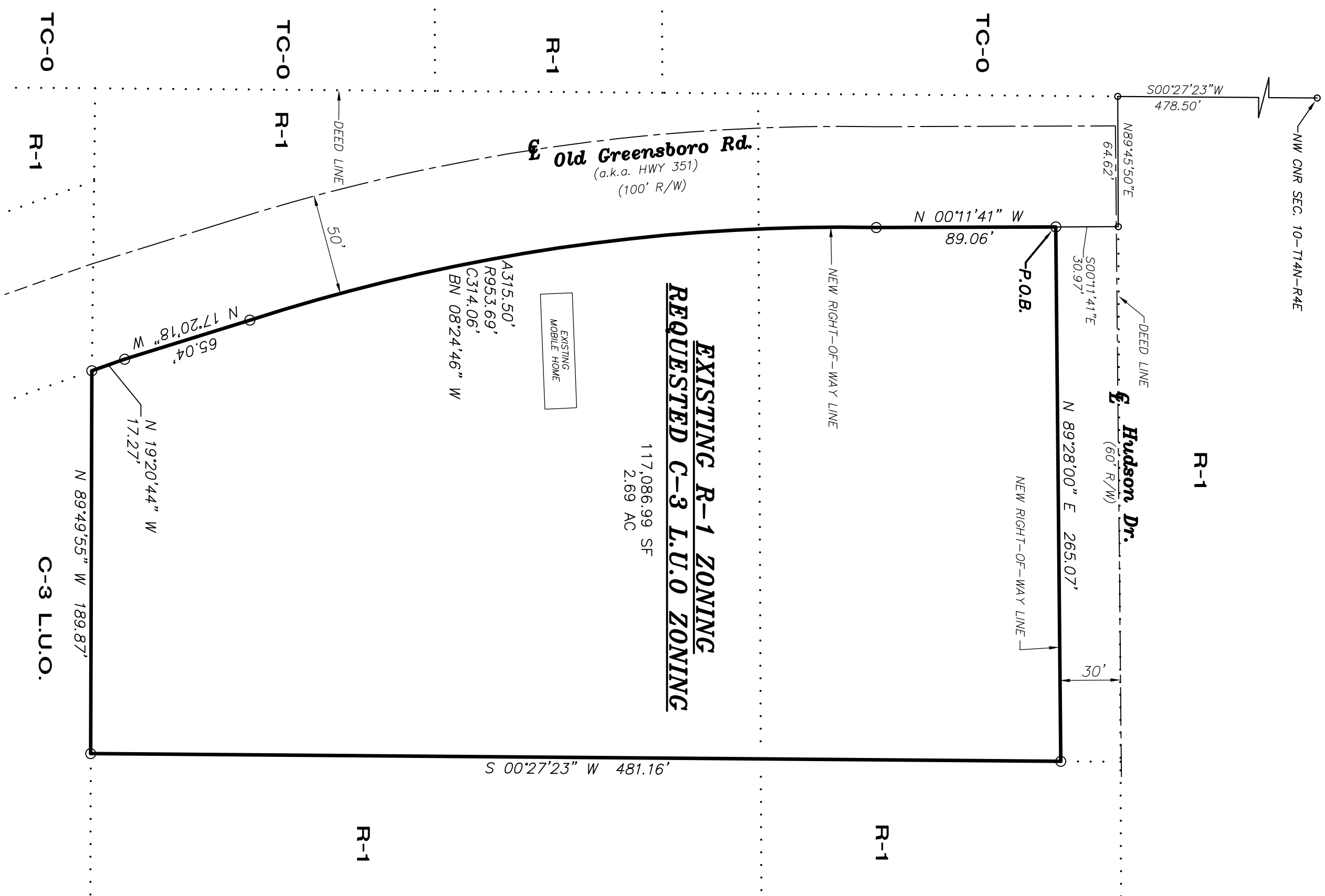


**NOTES:**

- 1) ALL BEARINGS ARE BASED ON ARKANSAS NORTH STATE PLANE COORDINATE SYSTEM.
- 2) THE CLOSURE PRECISION OF THE PLAT IS IN EXCESS OF 1' IN 500,000."
- 3) THE RESEARCH COMPLETED FOR THIS SURVEY INCLUDES LEGAL OF A LARGER TRACT AND OUR OWN RESEARCH AT THE COURTHOUSE.
- 4) ALL CORNER MONUMENTS SET ARE 3/8" REBAR, UNLESS OTHERWISE NOTED ON THE PLAT.
- 5) OWNER: TERRY TROTTER
- 6) FLOOD PLAIN: THIS TRACT DOES NOT LIE WITHIN THE 100-YR FLOOD PLAIN PER FLOOD INSURANCE RATE MAP OF CRAIGHHEAD CO., AR, AND INCORPORATED AREAS, COMMUNITY PANEL NO. 05031C0044 C, DATED 09/27/91. THIS TRACT DOES LIE WITHIN A ZONE "X" FLOOD PLAIN, PER THE MAP REFERENCED ABOVE.
- 7) REQUESTED C-3 L.U.O. ZONING REQUIREMENTS:  
25' FRONT; 10' SIDE; AND 20' REAR.

**LEGAL DESCRIPTION:**

A part of the South Half of the Northwest Quarter of the Northwest Quarter of Section 10, Township 14 North, Range 5 East, Craighead County, Arkansas being more particularly described as follows:  
From the Northwest corner of said Section 10,  
run S00°27'23"W a distance of 478.50 ft. to a point;  
thence N89°45'50"E a distance of 64.62 ft. to a point;  
thence S00°11'41"E a distance of 30.97 ft. to a point on the South right-of-way line of Hudson Drive and the POINT OF BEGINNING;  
thence N89°28'00"E along said South right-of-way line a distance of 265.07 ft. to a point; thence leaving said right-of-way line,  
run S00°27'23"W a distance of 481.16 ft. to a point;  
thence N89°49'55"W a distance of 189.87 ft. to a point on the Easterly right-of-way line of Old Greensboro Road (a.k.a. Highway 351);  
thence run along said Easterly right-of-way line as follows:  
N19°20'44"W a distance of 17.27 ft. to a point on a curve,  
N17°20'18"W a distance of 65.04 ft. to a point on a curve,  
following a curve to the right, said curve having a radius of 953.69 ft., an arc of 315.50 ft., a chord length of 314.06 ft. and a chord bearing of N08°24'46"W to a point,  
N00°11'41"W a distance of 89.06 ft. to the POINT OF BEGINNING, containing 2.69 acres.



**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.

	<b>REZONING PLAT</b>	<b>1822 OLD GREENSBORO RD.</b>	<b>JONESBORO, ARKANSAS</b>	<b>FOR</b>	<b>TERRY TROTTER</b>	ENGINEERS    PLANNERS    SURVEYORS	Drawn By: RE	Checked by: GH	Date 04-14-16	Scale 1"=50'	Job No. 116051	Sheet No. 1 of 1	
	<b>Civilogic</b>						Section 10    Township 14N    Range 04E		County CRAIGHEAD	ONLY COPIES WITH VIOLET COLORED SIGNATURE ARE ORIGINAL CIVILOGIC COPIES			
	203 Southwest Dr.-Jonesboro, AR-(870)932-7880-www.civilogic.net						© 2016, Civilogic						

*City of Jonesboro City Council*  
**Staff Report – RZ 16-06: 1822 Old Greensboro Road Rezoning**  
 Municipal Center - 300 S. Church St.  
*For Consideration by the Council on May 17, 2016*

**REQUEST:** To consider a rezoning of one tract of land containing 2.69 acres more or less.

**PURPOSE:** A request to consider recommendation to Council for a rezoning from R-1 Single-Family Residential District to a “C-3” General Commercial District, L.U.O..

**APPLICANTS/ OWNER:** Terry Trotter 5 White Buffalo Trace Cherokee Village, AR 72529

**LOCATION:** 1822 Old Greensboro Road, Jonesboro AR 72401

**SITE DESCRIPTION:** **Tract Size:** Approx. +/- 2.69 Acres  
**Street Frontage:** 486.87 Ft. along Old Greensboro Rd, 265.07 Ft. along Hudson Dr.  
**Topography:** Mostly wooded, property drains to the northwest, southwest, and east.  
**Existing Development:** This site is currently undeveloped and contains one manufactured home.

**SURROUNDING CONDITIONS:**

ZONE	LAND USE
North- R-1	Single Family, Undeveloped
South- C-3	General Commercial Limited Use Overlay
East- R-1	Single Family, Undeveloped
West- R-1, TC-0	Residential, Single-Family, and TC-0 Undeveloped to date

**HISTORY:** None

**ZONING ANALYSIS:**

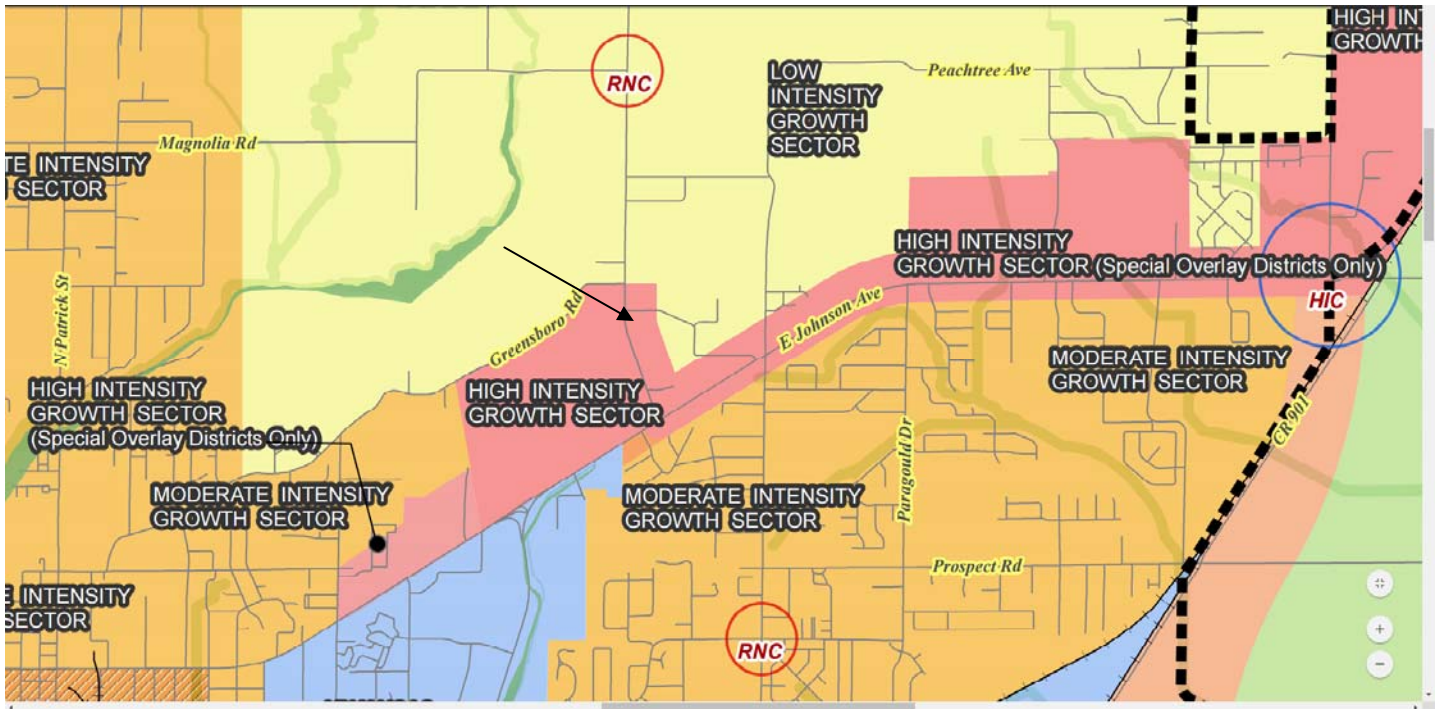
*City Planning Staff has reviewed the proposed Zone Change and offers the following findings:*

**COMPREHENSIVE PLAN LAND USE MAP:**

The Current/Future Land Use Map recommends this location as a High Intensity Growth Sector (Special Overall District Only). With the suggested Limited Use Overlay, the MAPC will be afforded an opportunity to gain more detailed information that will give assurance of a well-designed infill development that will enhance the area.

**High Intensity Recommended Use Types Include:**

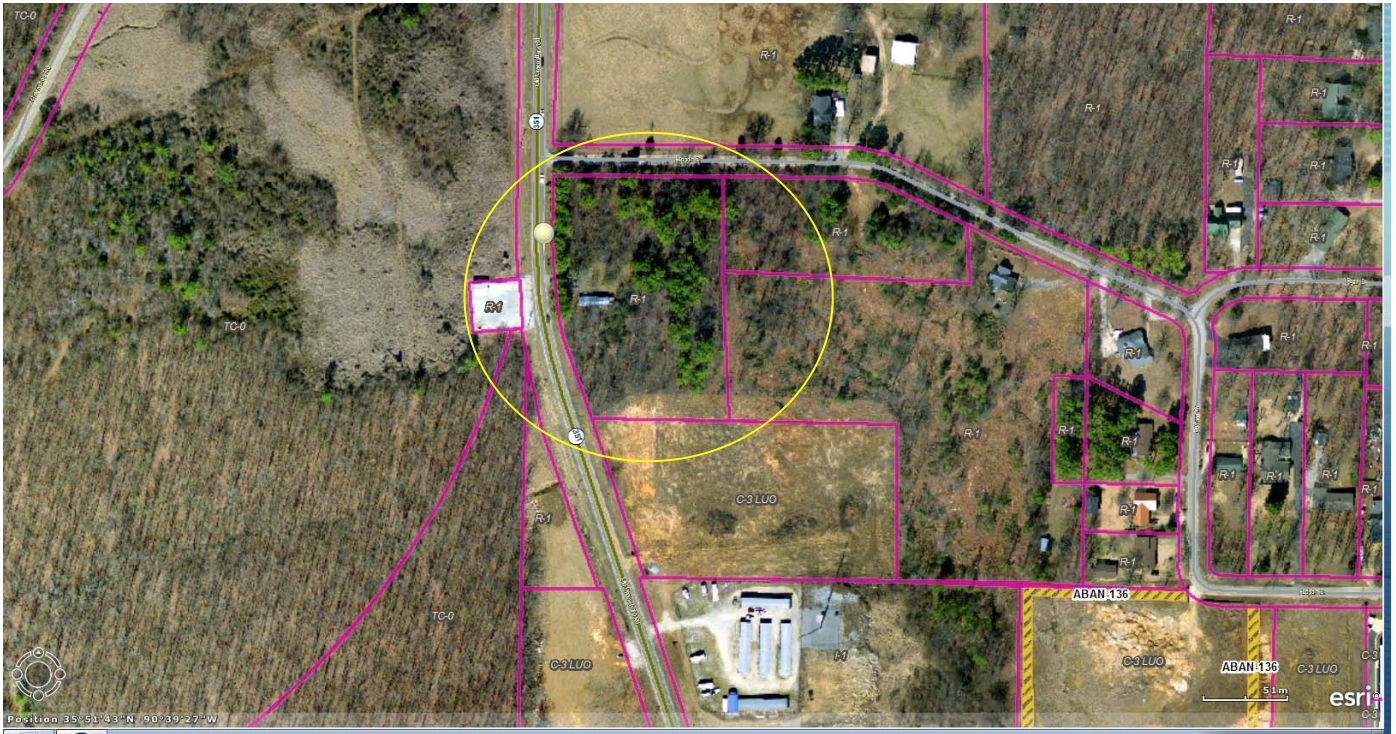
- Regional Shopping Centers
- Automotive Dealerships
- Outdoor Display Retail
- Fast Food Restaurants
- Multi-Family
- Service Stations
- Commercial and Office
- Call Centers
- Research and Development
- Medical
- Banks
- Big Box Commercial
- Hotel



*Land Use Map*

**Master Street Plan/Transportation**

The subject property is served by Old Greensboro Road (Hwy 351) and Hudson Drive. Old Greensboro Road is classified on the Master Street Plan as a proposed Principal Arterial. The applicant will be required to adhere to the Master Street Plan recommendations.



**Aerial/Zoning Map**

**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) Consistency of the proposal with the Comprehensive Plan/Land Use Map	The proposed district rezoning is consistent with the Adopted Land Use Plan, which was categorized as a High Intensity Growth Sector (Special Overall District Only) the applicants as requested a limited use overlay district.	
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	The proposal will achieve consistency with the purpose of Chapter 117, with compliance of all C-3 District standards.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	Compatibility is achieved with this rezoning considering there are already new and old businesses located in this area.	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;	There are other commercial developments in the area. However, without the proposed zoning map amendment for this lot, the applicant will not be able to develop land for commercial use. Probability of new residential homes on the tract of land is very slim.	
(e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property;	No detrimental or adverse impacts are predicted, if proper assess management controls are implemented, buffering and screening for adjacent residential to remain, and limitation of incompatible uses adjacent to residential.	
(f) Length of time the subject property has remained vacant as zoned, as well as its zoning at the time of purchase by the applicant; and	The property has been vacant and undeveloped for several years – with the exception of one manufactured home.	
(g) Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, and emergency medical services	No detrimental or adverse impacts are predicted, if proper assess management controls are implemented, buffering and screening for adjacent residential, and limitation of incompatible uses to residential.	

The Applicant specified the prohibited uses as Adult Entertainment, Airport, Cemetery, Recreational Vehicle Park, Off-premises Sign (Billboard), Agricultural/Animal for site.

**Staff Findings:**

**Applicant’s Purpose**

The proposed area is currently classified as an R-1 Single-family residential zone. Located at 1822 Old Greensboro Road (351), this area already has some commercial and industrial development along the corridor. This location would make an ideal location for other businesses. The applicant requests that this area be rezoned for additional commercial development.

Rezoning this property is consistent with the *Jonesboro Comprehensive Land Use Plan*. Rezoning makes sense considering there are already commercial businesses located in the area along with other development and growth trends in this sector. Under the current zoning classification, the applicant cannot develop this property for commercial businesses. As far as records reflect, this property has always been vacant with the exception of one manufactured home. Rezoning this property would positively impact the community, especially in terms of curb appeal and economic development. According to the applicant, the proposed development would most likely begin upon approval of the site-specific plans.

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

Definition of C-3 General Commercial Districts - The purpose of a C-3 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 streets. 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	Reported no issues.	
Fire Department	Reported no issues.	
MPO	Reported no issues.	
Jets	Reported no issues.	
Utility Companies	Reported no issues.	

**Zoning Code Allowable Uses:**

The City of Jonesboro Zoning Resolution includes a list of permitted uses within C-3 Districts as follows (Note the highlighted uses in yellow are suggested to be prohibited due to adverse impacts on the surrounding area.) Certain commercial uses are permitted as of right- “P”, while others require a Conditional Use- “C” approval by the MAPC, or not permitted where blank within the Zoning Ordinance Chapter 117:

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

**RECORD OF PROCEEDINGS: Public Hearing Held by the MAPC on May 10, 2016:**

**Applicant:** **Mr. George Hamman**, Civilogic- Appeared before the Commission noting that he prepared the plat and application, and has gone through the staff report and found nothing that they are opposed to.

**Staff:** **Mr. Spriggs** gave staff summary comments, noting the surrounding conditions. The criteria for rezoning were evaluated, and the proposed rezoning is found to be consistent with the Comprehensive Land Use Plan (High Intensity Growth Sector) and the full list of criteria. Examples of recommended uses were read. This area is in a redevelopment stage, and rezoning/ new development has occurred to the immediate south, and Greensboro Village will be developed to the west. The Master Street Plan recommends Greensboro Rd./Hwy. 351 as a Principal Arterial, which has to be complied with. Access management, buffering and screening of the residential uses to remain must be addressed. The MAPC would have to review and approve a site plan which will deal with all of those issues. Mr. Spriggs presented the list of C-3 uses was described and an exclusion list was noted: Adult Entertainment, airport, cemetery, recreational RV Park, and animal agricultural. The recommended Staff Conditions were read.

**Public Input: None.**

**Mr. Trotter, Owner** noted that this property is part of the family home place. We wanted to get it rezoned it, because the area is commercial. And we thought this would be reasonable and that it would be put into the plan of the area.

**Mr. Reece** noted that he is familiar with this home site and has watched the commercial redevelopment in the area, and this will be the best use of the home.

**Commission Action:**

**Mr. Perkins** made a motion to approve and make recommendation to Council with the noted conditions; Seconded by **Mr. Cooper**.

**Roll Call Vote: 8-0 Approval.** Mr. Hoelscher- Aye; Mr. Bailey- Aye; Mr. Stripling- Aye; Mr. Kelton- Aye; Scurlock- Aye; Mr. Reece- Aye; Mr. Cooper- Aye; Mr. Perkins- Aye; Mr. Roberts was chair.



**Conclusion:**

The MAPC and the Planning Department Staff find that the requested Zone Change submitted for subject parcel, should be approved based on the above observations and criteria of Case RZ 16-06 a request to rezone property from “R-1” Single-Family Residential to “C-3” General Commercial District, Limited Use Overlay; the following conditions are recommended:

1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design manual and Flood Plain Regulations.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the MAPC, prior to any redevelopment of the property.
3. Adequate visual screening shall be provided to buffer all surrounding residential uses remaining.
4. If and when possible, consolidated curb cuts shall be adhered to and from the site, to allow cross access to other adjacent future developed neighboring tracts of land.
5. The following uses shall be prohibited:
  - Airport
  - Cemetery
  - Entertainment, Adult
  - Recreational Vehicle Park
  - Off Premises Sign (Billboard)
  - Agricultural, Animal

Respectfully Submitted for Council Consideration,

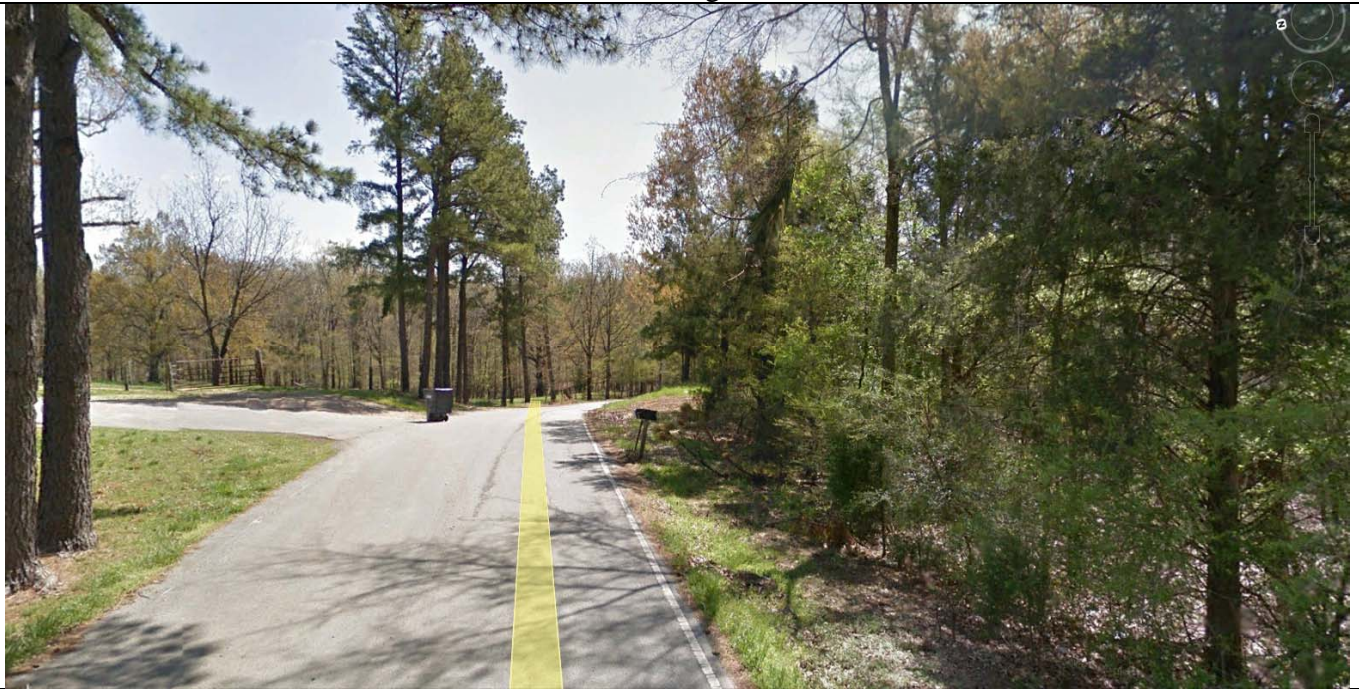


Otis T. Spriggs, AICP  
Planning & Zoning Director

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View looking North



View Looking East



View looking South



View looking West