



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Council Agenda City Council

Tuesday, January 6, 2015

5:30 PM

Municipal Center

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

Council Chambers, Municipal Center

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

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL BY CITY CLERK DONNA JACKSON

4. SPECIAL PRESENTATIONS

COM-14:103 Presentation by Mayor Perrin to Danielle Dodd for her assistance in apprehending a suspect at Walmart

Sponsors: Mayor's Office

5. CONSENT AGENDA

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

MIN-14:156 Minutes for the City Council meeting on December 16, 2014

Attachments: [Minutes](#)

RES-14:204 A RESOLUTION TO CONTRACT WITH SENSATIONAL KIDS PEDIATRIC THERAPY FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX

Sponsors: Parks & Recreation

Attachments: [Sensational Kids Pediatric Therapy](#)

Legislative History

12/30/14 Finance & Administration Recommended to Council
Council Committee

RES-14:206 A RESOLUTION TO CONTRACT WITH LM DUNCAN FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX

Sponsors: Parks & Recreation

Attachments: [LM Duncan](#)

Legislative History

12/30/14 Finance & Administration Recommended to Council
Council Committee

RES-14:207 A RESOLUTION TO CONTRACT WITH YOUTH MOVE ARKANSAS FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX

Sponsors: Parks & Recreation

Attachments: [Youth Move Arkansas](#)

Legislative History

12/30/14 Finance & Administration Recommended to Council
Council Committee

RES-14:208 A RESOLUTION TO CONTRACT WITH LIFE STRATEGIES COUNSELING INC FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX

Sponsors: Parks & Recreation

Attachments: [Life Strategies Counseling Inc](#)

Legislative History

12/30/14 Finance & Administration Recommended to Council
Council Committee

RES-14:209 A RESOLUTION TO CONTRACT WITH 1016 INVESTMENTS LLC (WILLADEAN HOGUE) FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX

Sponsors: Parks & Recreation

Attachments: [1016 Investments LLC \(Willadean Hogue\)](#)

Legislative History

12/30/14 Finance & Administration Recommended to Council
Council Committee

RES-14:219 A RESOLUTION TO CONTRACT WITH THE LEARNING CENTER OF NORTHEAST ARKANSAS FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX

Sponsors: Parks & Recreation

Attachments: [The Learning Center Of Northeast Arkansas](#)

Legislative History

12/30/14 Finance & Administration Recommended to Council
Council Committee

RES-14:220 RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE EAST ARKANSAS PLANNING AND DEVELOPMENT DISTRICT AND ACCEPT THE 2013-59-14 GRANT FOR MIRACLE LEAGUE

Sponsors: Grants

Attachments: [GIF Grant Agreement Miracle League.pdf](#)

Legislative History

12/30/14 Finance & Administration Recommended to Council
Council Committee

[RES-14:225](#) A RESOLUTION TO MAKE APPOINTMENTS/REAPPOINTMENTS TO BOARDS AND COMMISSIONS AS RECOMMENDED BY THE MAYOR

Sponsors: Mayor's Office

Legislative History

12/16/14	Nominating and Rules Committee	Recommended to Council
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6. NEW BUSINESS

ORDINANCES ON FIRST READING

[ORD-14:076](#) AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO I-1 FOR PROPERTY LOCATED AT 5455 EAST NETTLETON AS REQUESTED BY CLARA BLALOCK

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

7. UNFINISHED BUSINESS

ORDINANCES ON SECOND READING

[ORD-14:073](#) AN ORDINANCE TO VACATE AND ABANDON THAT PART OF THE AN UNDEVELOPED STREET RIGHT OF WAY IN AN UNDEVELOPED PORTION OF GINNY GLEN AND RUBENS ROAD AS REQUESTED BY DAVID COOK

Attachments: [Petition](#)
[Planning & Engineering Letter](#)
[Plat](#)
[Utility Letters](#)
[Opposition Letter \(Leslie Pickle\)](#)
[Opposition Letter \(Mark Bunch\)](#)

Legislative History

12/16/14	City Council	Held at one reading
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8. MAYOR'S REPORTS

9. CITY COUNCIL REPORTS

10. PUBLIC COMMENTS

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

11. ADJOURNMENT



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: COM-14:103 **Version:** 1 **Name:** Presentation to Danielle Dodd
Type: Other Communications **Status:** To Be Introduced
File created: 12/22/2014 **In control:** City Council
On agenda: **Final action:**
Title: Presentation by Mayor Perrin to Danielle Dodd for her assistance in apprehending a suspect at Walmart
Sponsors: Mayor's Office
Indexes: Mayor's Commendations
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Presentation by Mayor Perrin to Danielle Dodd for her assistance in apprehending a suspect at Walmart



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-14:156 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 12/17/2014 **In control:** City Council
On agenda: **Final action:**
Title: Minutes for the City Council meeting on December 16, 2014
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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Minutes for the City Council meeting on December 16, 2014



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes City Council

Tuesday, December 16, 2014

5:30 PM

Municipal Center

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

SPECIAL CALLED NOMINATING & RULES COMMITTEE MEETING AT 5:10 P.M.

PUBLIC HEARING AT 5:20 P.M.

Regarding the abandonment of an undeveloped portion of a street right-of-way on Ginny Glen and Rubens Road as requested by David Cook

A representative for Ron McCullers spoke in opposition to the abandonment. It was explained that Mr. McCullers is a title holder to the last lot in that area not presently owned by Mr. Cook, which is Block 11, Lot 1. If this abandonment is approved, then Mr. McCullers will be land-locked. Mr. McCullers is currently working with Mr. Cook to find a resolution, but the representative further stated their objection and asked that the ordinance be held at just one reading.

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

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL BY CITY CLERK DONNA JACKSON

Present 11 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Rennell Woods; Charles Coleman and Todd Burton

Absent 1 - Chris Gibson

4. SPECIAL PRESENTATIONS

[COM-14:094](#)

Presentation by Mark Nichols on Opticom

Sponsors: Mayor's Office

Attachments: [Presentation](#)

Mayor Perrin explained this year the city was able to get funding for Opticom, which handles traffic light management for the Police and Fire Departments at the major intersections. Traffic Engineer Mark Nichols discussed Opticom. Mr. Nichols discussed the how it works. He noted the system reduces crash rates and emergency response time by 20%. They were able to do 18 intersections out of the

83 in the city along with 13 fire trucks. He also showed the Council part of the log that is made whenever the fire trucks use the equipment.

Councilman Moore asked what the cost is to equip a vehicle after the lights are done. Mr. Nichols stated it costs about \$2,000 to \$3,000 per vehicle, with intersections costing between \$5,000 and \$7,000. He noted if new vehicles are purchased the new equipment can be moved from an older vehicle to the newer one. Councilman Moore then questioned whether the emergency medical service vehicles can also be equipped with this technology. Mr. Nichols answered yes. Councilman Coleman asked if the companies would have to pay for the equipment. Mr. Nichols explained since the EMS vehicles are from private companies, yes, they would have to pay for the equipment, but he thinks it would be a good addition to the vehicles.

This item was Filed.

COM-14:100

Mayor Perrin will recognize employees who have been with the City for 25, 30 and 35 years.

Sponsors: Mayor's Office

Mayor Perrin recognized employees with 20 or more years of service. The employees mentioned were: Mary Oliver, Mark Mosier and John Eidson, Jr. for 20 years of service; Brian Sawyer, Capt. Lynn Waterworth, William Haggard, Rosie Woods, Sgt. Steve McDaniel, Barry Harper and Ronny Stanback for 25 years of service; Steve Kent and Jerry McCormick for 30 years of service; and Michael Edwards for 35 years of service.

This item was Filed.

COM-14:101

Proclamation presentation by Mayor Perrin to the ASU Football Team for GoDaddy Bowl Game on January 4, 2015

Sponsors: Mayor's Office

Mayor Perrin presented the proclamation to ASU Football Coach Blake Anderson. He recognized the football team for their accomplishments and urged all fans to attend the GoDaddy Bowl in Mobile, Alabama.

Coach Anderson commended the football players and stated he couldn't be more proud of the players.

This item was Filed.

COM-14:102

Retirement presentation by Mayor Perrin to Phillip Crego, City Attorney

Sponsors: Mayor's Office

Mayor Perrin stated City Attorney Phillip Crego will be retiring at the end of this year. He thanked Mr. Crego for his service and presented him with a plaque for his 20 years of service. Mr. Crego thanked everyone for their support and for the recognition. He thanked all the elected officials and employees of the city.

This item was Filed.

Presentation by Police Chief Rick Elliott

Police Chief Elliott presented E-911 Director Jeff Presley and Les Haggard with the Police Department Life Saving Award for helping a citizen having a heart attack near the Police Department.

5. CONSENT AGENDA

Approval of the Consent Agenda

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

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

Absent: 1 - Chris Gibson

MIN-14:147 Minutes for the City Council meeting on December 2, 2014

Attachments: [Minutes](#)

A motion was made that this Minutes be Passed . The motion PASSED BY VOICE VOTE

RES-14:193 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS REQUESTING FREE UTILITY SERVICE FROM CITY WATER AND LIGHT FOR THE WELCOME TO JONESBORO SIGN LOCATED AT 7001 JOHNSON AVENUE

Sponsors: Mayor's Office

A motion was made that this Resolution be Passed . The motion PASSED BY VOICE VOTE

Enactment No: R-EN-188-2014

RES-14:201 A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR WILDWOOD ADDITION PHASE 3B, A RESIDENTIAL DEVELOPMENT

Sponsors: Engineering

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

A motion was made that this Resolution be Passed . The motion PASSED BY VOICE VOTE

Enactment No: R-EN-189-2014

RES-14:210 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND CITY CLERK TO PURCHASE PROPERTY LOCATED AT 916 HOPE STREET, JONESBORO, ARKANSAS FOR THE PURPOSE OF STREET IMPROVEMENTS

Sponsors: Engineering

Attachments: [Sallie Brown - Offer & Acceptance](#)

A motion was made that this Resolution be Passed . The motion PASSED BY

VOICE VOTE

Enactment No: R-EN-190-2014

RES-14:215

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO GRANT AN UTILITY EASEMENT TO CENTERPOINT ENERGY RESOURCES CORP., A DELAWARE CORPORATION, D/B/A CENTERPOINT ENERGY ARKANSAS GAS

Sponsors: Engineering

Attachments: [Natural Gas Easement - JETS Facility](#)

A motion was made that this Resolution be Passed . The motion PASSED BY VOICE VOTE

Enactment No: R-EN-191-2014

RES-14:216

A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR REPLAT OF LOTS 9-12 OF GERALD WATKINS SUBDIVISION, A RESIDENTIAL DEVELOPMENT

Sponsors: Engineering

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

A motion was made that this Resolution be Passed . The motion PASSED BY VOICE VOTE

Enactment No: R-EN-192-2014

6. NEW BUSINESS**ORDINANCES ON FIRST READING****ORD-14:073**

AN ORDINANCE TO VACATE AND ABANDON THAT PART OF THE AN UNDEVELOPED STREET RIGHT OF WAY IN AN UNDEVELOPED PORTION OF GINNY GLEN AND RUBENS ROAD AS REQUESTED BY DAVID COOK

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

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

A motion was made by Councilman Darrel Dover, seconded by Councilman John Street, that this matter be Held at one reading . The motion PASSED with the following vote.

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

Absent: 1 - Chris Gibson

7. UNFINISHED BUSINESS

ITEMS THAT HAVE BEEN HELD IN COUNCIL

RES-14:211

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO AMEND THE CITY SALARY & ADMINISTRATION PLAN FOR THE CITY OF JONESBORO TO ADD A COMMUNICATIONS DIRECTOR POSITION TO THE MAYOR'S DEPARTMENT

Sponsors: Mayor's Office and Human Resources

Attachments: [Communications Director](#)

Mayor Perrin explained at the last meeting Councilman Street asked the resolution to be held in order to get more information on the position. He discussed the position, explaining the position will have oversight over Channel 24 and the new website, as well as keeping in touch with media. They will also be responsible for media requests and communications, including Freedom of Information Act requests. He further discussed the position and the job duties. Councilman Street thanked the Mayor for the information.

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

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

Absent: 1 - Chris Gibson

Enactment No: R-EN-193-2014

8. MAYOR'S REPORTS

Mayor Perrin reported on the following items:

The new fire station on Neely Road will be moved into by December 29th.

The Jonesboro Recreational Center construction has been completed. New offices and a conference room were added and will open after the first of the year.

The city received a Parks & Tourism Grant for the trailhead at Craighead Forest Park walking and bike trail. The design will start in 2015. The city also received \$140,000 from the Arkansas Blue Cross Blue Shield Blue & You Foundation for workout stations on the trail.

A lot of work has been done for a new Land Use and Master Street Plan. Both plans should be completed by the end of the month. Public hearings will then be held so the citizens can see the work.

Assistant City Attorney Carol Duncan recognized the employees in the City Attorney's Office. She explained starting January 1st there will be a new assistant city attorney and office manager along with the existing paralegal position, as she will be taking office as the city attorney.

Mayor Perrin thanked the city employees and City Council for the work and many accomplishments this year.

COM-14:098

Governor Beebe proclamation stating State Agencies will be closed December 26, 2014 and so will County Agencies

Sponsors: Mayor's Office

Mayor Perrin informed the Council that Governor Beebe has declared Dec. 26, 2014, as a state holiday and several cities in the area have decided to close for that day, as well as Craighead County offices. He asked for Council to make a motion to close that day.

Councilman Dover motioned, seconded by Councilman Street, to approve the city being closed on December 26, 2014. All voted aye.

COM-14:099

Jonesboro Airport Commission financial statements through November 30, 2014

Sponsors: Municipal Airport Commission

Attachments: [Financial Statements](#)

Mayor Perrin noted the financials are better than they were last year. He thinks the increased visitation has helped, along with more citizens using the flying services. He added he hopes to get more grants for the airport with the new governor.

This item was Filed.

9. CITY COUNCIL REPORTS

Councilman Street wished the employees and their families a Merry Christmas. He also thanked City Attorney Crego for his service.

Councilman Johnson also thanked the city employees for their service.

Councilman Dover motioned, seconded by Councilman Street, to suspend the rules and add ORD-14:074 and RES-14:229. All voted aye.

ORD-14:074

AN ORDINANCE FOR THE ADOPTION OF A BUDGET FOR THE CITY OF JONESBORO, ARKANSAS, FOR THE TWELVE (12) MONTHS BEGINNING JANUARY 1, 2015, AND ENDING DECEMBER 31, 2015, APPROPRIATING MONEY FOR EACH ITEM OF EXPENDITURE THEREIN PROVIDED FOR, ADOPTION OF THE EMERGENCY CLAUSE FOR THE EFFICIENT OPERATION OF CITY GOVERNMENT, AND FOR THE FINANCIAL CONTINUITY OF 2015, AND FOR OTHER PURPOSES.

Sponsors: Finance

Attachments: [2015 Budget](#)
[Presentation of the 2015 budget](#)

Councilman Dover asked that the ordinance be held at one reading.

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

It was noted there will be a special meeting on December 29, 2014, to further consider the budget.

This ordinance was Held at one reading.

[RES-14:229](#)

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND CITY CLERK TO ACCEPT THE PROPERTY DONATED BY THE CRUSE FAMILY TO THE CITY OF JONESBORO

Sponsors: Parks & Recreation

Attachments: [Deed](#)

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

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

Absent: 1 - Chris Gibson

Enactment No: R-EN-185-2014

Councilman Dover, Councilman Woods, Councilman McCall, Councilman Burton and Councilwoman Williams wished everyone a happy holiday season.

Councilman Moore thanked City Attorney Crego for his service. He then questioned if there was an update concerning the Citizen's Bank Building. Mayor Perrin explained he has held discussion with the City Attorney's Office. They are waiting on the lease holder's attorneys to send a letter to the US Bank trust department in St. Louis. When the letter is received and there is an understanding that they will be delinquent and payments will not be made, then the land owners (the trust) will become the owners. When that is done, the city will be sending the trust a list of all the deficiencies with the property in order to get something done. Councilman Moore then asked when the letter will be sent. Assistant City Attorney Duncan noted she asked that a copy of the letter be sent to her when they send the letter to the trust, but she has not received anything yet. Councilman Moore asked if they would follow up on that and report back at the next Council meeting.

Councilman Coleman and Councilman Vance wished everyone a happy holiday season.

Councilman Frierson stated Jonesboro is a great place to live.

10. PUBLIC COMMENTS

Discussion concerning police officer pay

Police Officer Tony Zaffarano, current president of the local chapter of the Fraternal Order of Police, stated they would like to know about the Police Department holiday pay. He explained they have been told it is included in their base pay, but when they sent an FOI to the city about the issue all they were told was that it's included in base pay. He stated they would like to have a meeting to address the issue as to whether or not it's included and then how much their base pay is without the holiday pay. He further explained it has been 10 months since they sent in an FOI requesting

information as to how much their base pay is without holiday pay and they have not received a response. They just get told the holiday pay is with their base pay and they don't think that is a sufficient answer. They would like the issue to be resolved and their questions answered.

Mr. Zaffarano also stated they have several employees who have work for the city a number of years that are making the same pay as a new hire. He stated experience matters, especially in this job. They are losing officers to other agencies due to higher pay. They would like their salaries to be looked at to get a pay scale in place. He noted the base pay for new hires is getting raised, but the pay for current officers is not except for cost of living increases.

Mayor Perrin explained he met with Mr. Zaffarano and several other officers earlier this year to discuss these issues. He noted they also discussed the take-home car program and the incentive plan, as well as the holiday pay. It was his understanding they met with Human Resources Director Gloria Roark. Mayor Perrin stated anytime they want to sit down and have another meeting, they will go through all the information and present them with any information possible.

Councilman Dover recommended forming a committee consisting of Mayor Perrin, the Finance Department, a Council member and several of the officers to discuss the issue and get something resolved. Councilman Johnson agreed, adding he thinks that would be the best way to get the answers to their questions.

Councilman Street explained he has discussed an incremental pay system for all departments because employees who are already working for the city bring more experience than a new hire off the street, so the current employees should be paid more than new hires. He asked that Chief Financial Officer Ben Barylske look into that. He stated they had that system at Valley View with it being capped off after so many years of service. It set employees up for more than cost of living increases. Mayor Perrin stated they will look into that. He noted he will have something on the Council agenda for the first regularly scheduled meeting in January to form the committee.

Mr. Zaffarano stated they would like to have the base pay and holiday pay looked at because experience should mean more to the job.

Mr. Phillip Cook, 5216 Richardson Drive, stated the comments by the officers tonight reinforces what he's been telling the Council. He asked the Council to get serious about getting the officers fair pay.

Discussin regarding flooding on Talley property, 318 Leslie Ann

Mr. Jeremy Talley, 318 Leslie Ann, discussed a flooding issue on their property that they have been working on with the city this year. He asked for an update. He noted the issue has been prolonged and they would like to have an answer. Mayor Perrin stated the Public Works Committee decided which option to go with, so the Engineering Department will be moving forward with that very soon. Ms. Priscilla Talley clarified they are going to have to purchase flood insurance even though they don't live in a flood zone, give the city part of their property for the improvements even though when the house was built it was already in the city limits, plus they will have to pay for the damages caused by the flood and have already been told their property will flood again. Mr. Talley noted they have been told that no matter what the city does in improvements, the property will flood again. Councilman McCall stated part of the question was the timeline on when the house was annexed into the city. Ms. Talley explained the property was annexed into the city in 1977, but the house

wasn't built until 1985 so it should have been built according to city standards. She expressed concern that regulations weren't enforced during the building of the house and questioned why they don't see that as a city problem.

Mayor Perrin stated he was not at the last meeting when the discussion was held, so he would like to discuss the issue with the City Engineer and they will get back with the Talley's by the end of the week. Councilman Johnson noted the recommendation was made by the Public Works Committee, but was not presented to the City Council. He explained they had questions about when the house was built and whether or not their house was the last residence built in the subdivision. He noted the committee never had clarification due to conflicting information. He added there were other residents that have issues with flooding.

Mayor Perrin reiterated they will get back with the Talley's by the end of the week.

11. ADJOURNMENT

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

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

Absent: 1 - Chris Gibson

_____ **Date:** _____

Harold Perrin, Mayor

Attest:

_____ **Date:** _____

Donna Jackson, City Clerk



Legislation Details (With Text)

File #:	RES-14:204	Version:	1	Name:	Contract with Sensational Kids Pediatric Therapy for sign sponsorship at the Miracle League Field
Type:	Resolution	Status:			Recommended to Council
File created:	11/20/2014	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH SENSATIONAL KIDS PEDIATRIC THERAPY FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	Sensational Kids Pediatric Therapy				

Date	Ver.	Action By	Action	Result
12/30/2014	1	Finance & Administration Council Committee		

A RESOLUTION TO CONTRACT WITH SENSATIONAL KIDS PEDIATRIC THERAPY FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX

WHEREAS, the City of Jonesboro owns and maintains Miracle League Complex located at 5000 South Caraway Road;

WHEREAS, Sensational Kids Pediatric Therapy is seeking sponsorship recognition on one fence sign at Miracle League Complex; and

WHEREAS, Sensational Kids Pediatric Therapy is sponsoring one fence sign for the sum of \$300 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 Sensational Kids Pediatric Therapy for the sponsorship of one fence sign at Miracle League 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
MIRACLE LEAGUE COMPLEX

This agreement is made by and between Sensational Kids Pediatric Therapy (SPONSOR) and the City of Jonesboro (CITY), on this 1st Day of October, 2014 (the "Effective Date").

WHEREAS, the CITY is the owner of certain public park amenities known as "Miracle League of Jonesboro 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 **(3rd)** 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 **October 1st, 2014**.
 - A sum of **\$300.00** shall be paid on **October 1st, 2015**.
 - A sum of **\$300.00** shall be paid on **October 1st, 2016**.

BL

- (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 on Miracle League 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 forth below.

BY: **Sensational Kids Pediatric Therapy**

Name: Brooke Crane

Title: Owner

Date: 10/2/14

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC

BC



Legislation Details (With Text)

File #:	RES-14:206	Version:	1	Name:	Contract with LM Duncan for sign sponsorship at Miracle League Field
Type:	Resolution	Status:			Recommended to Council
File created:	11/20/2014	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH LM DUNCAN FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	LM Duncan				

Date	Ver.	Action By	Action	Result
12/30/2014	1	Finance & Administration Council Committee		

A RESOLUTION TO CONTRACT WITH LM DUNCAN FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX

WHEREAS, the City of Jonesboro owns and maintains Miracle League Complex located at 5000 South Caraway Road;

WHEREAS, LM Duncan is seeking sponsorship recognition on one fence sign at Miracle League Complex; and

WHEREAS, LM Duncan is sponsoring one fence sign for the sum of \$300 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 LM Duncan for the sponsorship of one fence sign at Miracle League 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
MIRACLE LEAGUE COMPLEX

This agreement is made by and between L.M. Duncan (SPONSOR) and the City of Jonesboro (CITY), on this 10th Day of October, 2014 (the "Effective Date").

WHEREAS, the CITY is the owner of certain public park amenities known as "Miracle League of Jonesboro 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 **(3rd)** 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 **October 15th, 2014**.
A sum of **\$300.00** shall be paid on **October 15th, 2015**.
A sum of **\$300.00** shall be paid on **October 15th, 2016**.
- (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 on Miracle League 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: **L.M. Duncan**
Name: *L.M. Duncan*
Title: *OPERATIONS Director*
Date: *10/15/14*

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-14:207	Version:	1	Name:	Contract with Youth Move Arkansas for sign sponsorship at Miracle League Field
Type:	Resolution	Status:			Recommended to Council
File created:	11/20/2014	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH YOUTH MOVE ARKANSAS FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	Youth Move Arkansas				

Date	Ver.	Action By	Action	Result
12/30/2014	1	Finance & Administration Council Committee		

A RESOLUTION TO CONTRACT WITH YOUTH MOVE ARKANSAS FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX

WHEREAS, the City of Jonesboro owns and maintains Miracle League Complex located at 5000 South Caraway Road;

WHEREAS, Youth Move Arkansas is seeking sponsorship recognition on one fence sign at Miracle League Complex; and

WHEREAS, Youth Move Arkansas is sponsoring one fence sign for the sum of \$300 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 Youth Move Arkansas for the sponsorship of one fence sign at Miracle League 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
MIRACLE LEAGUE COMPLEX

AD 900.00
10/17/14
cx 136215
Mid South Health

This agreement is made by and between Youth MOVE Arkansas (SPONSOR) and the City of Jonesboro (CITY), on this 15th Day of October, 2014 (the "Effective Date").

WHEREAS, the CITY is the owner of certain public park amenities known as "Miracle League of Jonesboro 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 **(3rd)** 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 **October 15th, 2014**.
A sum of **\$300.00** shall be paid on **October 15th, 2015**.
A sum of **\$300.00** shall be paid on **October 15th, 2016**.
- (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 on Miracle League 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: **Youth MOVE Arkansas**
Name: Noelle Stinch^{by GP}
Title: YMA Director
Date: 10-8-14

CITY OF JONESBORO

By: _____
Name: Harold Perrin
Title: Mayor
Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-14:208	Version:	1	Name:	Contract with Life Strategies Counseling, Inc. for sign sponsorship at Miracle League Field
Type:	Resolution	Status:			Recommended to Council
File created:	11/20/2014	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH LIFE STRATEGIES COUNSELING INC FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	Life Strategies Counseling Inc				

Date	Ver.	Action By	Action	Result
12/30/2014	1	Finance & Administration Council Committee		

A RESOLUTION TO CONTRACT WITH LIFE STRATEGIES COUNSELING INC FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX

WHEREAS, the City of Jonesboro owns and maintains Miracle League Complex located at 5000 South Caraway Road;

WHEREAS, Life Strategies Counseling Inc is seeking sponsorship recognition on one fence sign at Miracle League Complex; and

WHEREAS, Life Strategies Counseling Inc is sponsoring one fence sign for the sum of \$300 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 Life Strategies Counseling Inc the sponsorship of one fence sign at Miracle League 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
MIRACLE LEAGUE COMPLEX

This agreement is made by and between Life Strategies Counseling, Inc. (SPONSOR) and the City of Jonesboro (CITY), on this 2nd Day of October, 2014 (the "Effective Date").

WHEREAS, the CITY is the owner of certain public park amenities known as "Miracle League of Jonesboro 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 **(3rd)** 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 **October 5th, 2014**.
A sum of **\$300.00** shall be paid on **October 5th, 2015**.
A sum of **\$300.00** shall be paid on **October 5th, 2016**.
- (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 on Miracle League 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: **Life Strategies Counseling, Inc.**
Name: My D. Walters
Title: President
Date: 10-7-14

CITY OF JONESBORO

By: _____
Name: Harold Perrin
Title: Mayor
Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-14:209	Version:	1	Name:	Contract with 1016 Investments, LLC for sign sponsorship at Miracle League Field
Type:	Resolution	Status:			Recommended to Council
File created:	11/20/2014	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH 1016 INVESTMENTS LLC (WILLADEAN HOGUE) FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	1016 Investments LLC (Willadean Hogue)				

Date	Ver.	Action By	Action	Result
12/30/2014	1	Finance & Administration Council Committee		

A RESOLUTION TO CONTRACT WITH 1016 INVESTMENTS LLC (WILLADEAN HOGUE) FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX

WHEREAS, the City of Jonesboro owns and maintains Miracle League Complex located at 5000 South Caraway Road;

WHEREAS, 1016 Investments LLC (Willadean Hogue) is seeking sponsorship recognition on one fence sign at Miracle League Complex; and

WHEREAS, 1016 Investments LLC (Willadean Hogue) is sponsoring one fence sign for the sum of \$300 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 1016 Investments LLC (Willadean Hogue) sponsorship of one fence sign at Miracle League 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
MIRACLE LEAGUE COMPLEX

This agreement is made by and between 1016 Investments, LLC (Willadean Hogue) (SPONSOR) and the City of Jonesboro (CITY), on this 1st Day of October, 2014 (the "Effective Date").

WHEREAS, the CITY is the owner of certain public park amenities known as "Miracle League of Jonesboro 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 **(3rd)** 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 **October 1st, 2014**.
 - A sum of **\$300.00** shall be paid on **October 1st, 2015**.
 - A sum of **\$300.00** shall be paid on **October 1st, 2016**.

- (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 on Miracle League 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 forth below.

BY: **1016 Investments LLC (Willadean Hogue)**

Name: Willadean Hogue
Title: Member
Date: 10/6/2014

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-14:219	Version:	1	Name:	Contract with The Learning Center for sign sponsorship at the Miracle League Field
Type:	Resolution	Status:			Recommended to Council
File created:	12/1/2014	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH THE LEARNING CENTER OF NORTHEAST ARKANSAS FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	The Learning Center Of Northeast Arkansas				

Date	Ver.	Action By	Action	Result
12/30/2014	1	Finance & Administration Council Committee		

A RESOLUTION TO CONTRACT WITH THE LEARNING CENTER OF NORTHEAST ARKANSAS FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX

WHEREAS, the City of Jonesboro owns and maintains Miracle League Complex located at 5000 South Caraway Road;

WHEREAS, The Learning Center of Northeast Arkansas is seeking sponsorship recognition on one fence sign at Miracle League Complex; and

WHEREAS, The Learning Center of Northeast Arkansas is sponsoring one fence sign for the sum of \$300 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 The Learning Center of Northeast Arkansas for the sponsorship of one fence sign at Miracle League 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
MIRACLE LEAGUE OF JONESBORO

This agreement is made by and between The Learning Center of Northeast Arkansas, Inc. (SPONSOR) and the City of Jonesboro (CITY), on this 15th Day of September, 2014 (the "Effective Date").

WHEREAS, the CITY is the owner of certain public park amenities known as "Miracle League of Jonesboro 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 **(3rd)** 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 **October 1st, 2014**.
 - A sum of **\$300.00** shall be paid on **October 1st, 2015**.
 - A sum of **\$300.00** shall be paid on **October 1st, 2016**.

- (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 on Miracle League 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: **The Learning Center of Northeast Arkansas, Inc.**

Name: Barbara Pitcock Barbara Pitcock
Title: Director of Services
Date: 9-15-14

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-14:220	Version:	1	Name:	Agreement with EAPDD to accept a grant for the Miracle League
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	12/2/2014	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:			
Title:	RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE EAST ARKANSAS PLANNING AND DEVELOPMENT DISTRICT AND ACCEPT THE 2013-59-14 GRANT FOR MIRACLE LEAGUE				
Sponsors:	Grants				
Indexes:	Grant				
Code sections:					
Attachments:	GIF Grant Agreement Miracle League.pdf				

Date	Ver.	Action By	Action	Result
12/30/2014	1	Finance & Administration Council Committee		

RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE EAST ARKANSAS PLANNING AND DEVELOPMENT DISTRICT AND ACCEPT THE 2013-59-14 GRANT FOR MIRACLE LEAGUE

Whereas, the City of Jonesboro was awarded the a grant in the amount of \$10,000; and

Whereas, this grant will help fund the Miracle League Project; and

Whereas, there is no local match for the City of Jonesboro to receive said funds.

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

SECTION 1: The City of Jonesboro will enter into agreement with the East Arkansas Planning and Development District to accept the 2013 grant in the amount of \$10,000 for Miracle League; and

SECTION 2: The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this application.

Grantee: City of Jonesboro

Grantee #: 2013-59-14

East Arkansas Planning & Development District
General Improvement Fund Grant Program
Grant Agreement

Grantee: City of Jonesboro

Grant #: 2013-59-14

Grant Amount: \$ 10000

Purpose: **Funding will be utilized for construction expenses related to the Miracle League Project.**

GRANTOR

East Arkansas Planning & Development District
PO Box 1403
Jonesboro, AR 72403
Phone: 870.932.3957

GRANTEE

City of Jonesboro
PO Box 1845
2013-59-14
Phone: 870-336-7229

313. PURPOSE

This Agreement is entered into by East Arkansas Planning & Development District (EAPDD), herein referred to as Grantor, and City of Jonesboro, herein referred to as Grantee. The Grantor has received General Improvement Funds from the Arkansas General Assembly to be utilized to assist local public governmental jurisdictions and/or non-profit organizations to plan, develop, promote, and/or implement economic and community development projects/activities designed to improve the economic, community and/or social well-being of the citizens of Arkansas. Projects should complement Arkansas's Economic and Community Development Goals and Objects. The Grantee agrees to implement and complete a General Improvement Fund Program project in accordance with the provisions of this Agreement.

314. LEGAL AUTHORITY

By signing this Agreement the Grantee certifies that it possesses legal authority to accept grant funds under the General Improvement Fund program. The act of signing will also certify that the Grantee will comply with all parts of this Agreement, and the Grantee accepts full legal responsibility for properly implementing the project described in the original grant application documents and agrees to expend funds in accordance with the original grant application form.

315. FINANCIAL MANGEMENT AND ACCOUNTING

The Grantee will establish and/or maintain a financial management and accounting system, which conforms to generally accepted accounting principles and complies with requirements of the State Purchasing Law, the General Accounting and Budgetary Procedures Law, and other applicable fiscal control laws of this State and regulations promulgated by the Department of Finance and Administration shall be observed in connection with the utilization of said grant funds.

316. RECORD KEEPING

Grantee will maintain records of all project expenditures on file for a period of three years or until the Grantee's audit for the period in which grant funds were utilized have been conducted. The Grantor and duly authorized officials of the State will have full access and the right to examine any pertinent documents of the Grantee or persons or organizations with which the Grantee may contract, which involve transactions related to this Agreement.

317. REPORTING

The Grantee agrees to provide Grantor with all documentation regarding grant expenditures and a final close-out report within sixty (60) days of project completion on which grant funds have been utilized.

318. INDEMNIFICATION

The Grantee agrees to follow all local and state laws and regulations. Furthermore, the Grantee agrees to hold harmless and indemnify the Grantor from any and all claims, suits, and actions arising from any act, omission, noncompliance, or misuse of grant funds by the Grantee or any employee or agent in the performance of this Grant Agreement.

319. POLITICAL ACTIVITY

No portion of the funds provided hereunder will be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

320. CONFLICT OF INTEREST

The Grantee shall secure all such services in accordance with applicable State law and the provisions of this Agreement, and shall notify the Grantor, in writing, of the method utilized to secure services, the name and address of the services provider(s), the scope of work anticipated, and the terms of compensation. No officer or employee of the Grantor, no member, officer, or employee of the Grantee or its designees or agents, no member of the governing body of the jurisdiction in which the project is undertaken or located, and no other official of such locality or localities who exercises any function or responsibilities with respect to the project during this tenure, will have any personal or pecuniary gain or interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this contract agreement. The Grantee will incorporate, or cause to incorporate, in all such contracts or subcontract a provision prohibiting such interest pursuant to the purpose of this provision. The Grantor reserves the right to waive certain provision of this clause in the event of a situation, once justified as unavoidable by the Grantee, and approved by the Grantor in writing which necessitates such a waiver.

321. METHOD OF PAYMENT

The Grantor shall make payment of authorized grant funds upon proper execution of this Grant Agreement by the Grantee. The Grantor reserves the right to determine the most appropriate distribution of payments, based upon the nature of the approved project. The method of payment may include either a one-time disbursement or a number of cost reimbursements based upon submitted invoices. In no event will the total amount of grant funds to the Grantee for allowable expenses incurred in relation to the project exceed the amount noted on Page 1 of this Agreement as the Grant Amount.

322. PROCUREMENT PROCEDURES

The Grantee agrees to comply with all procurement procedures required by applicable State and Federal laws and will maintain a record of this compliance.

323. MODIFICATIONS

The Grant Agreement may not be modified, without the prior written consent of Grantor and Grantee.

324. WAIVERS

No conditions or provisions of the Agreement may be waived unless approved by the Grantor in writing.

This Agreement is entered into as of the Grantor's signature date below, and is considered to be in effect until the Grantor notifies the Grantee in writing that the Agreement is terminated.

Approved for the Grantor

Approved for the Grantee

BY:

BY:

East Arkansas Planning & Development
District

City of Jonesboro

Melissa Rivers
Executive Director

Mayor Harold Perrin

Date

Date

Grantee: City of Jonesboro

Media Agreement for EAPDD GIF Grantees

By signing below, City of Jonesboro acknowledges that we will not coordinate any press releases, public communications, or engage any form of media, regarding this project, until further correspondence is received from East Arkansas Planning & Development District's Communications Department. If you have any questions or concerns, please do not hesitate to contact the Communications Department, at the following address:

ATTENTION:

EAPDD GIF Communications
P.O Box 1403
Jonesboro, AR 72403
870.932.3957
jwright@eapdd.com

Authorized Signature

Date

Please Print

Name: _____
Phone/Fax: _____
Email: _____

Please indicate below preferred media outlets, dates for photo opportunities, and locations for photo opportunities.

Media Outlets:

Dates:

Locations:



Legislation Details (With Text)

File #:	RES-14:225	Version:	1	Name:	Appointments/reappointments to various boards and commissions
Type:	Resolution	Status:			Recommended to Council
File created:	12/11/2014	In control:			Nominating and Rules Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO MAKE APPOINTMENTS/REAPPOINTMENTS TO BOARDS AND COMMISSIONS AS RECOMMENDED BY THE MAYOR				
Sponsors:	Mayor's Office				
Indexes:	Appointment/Reappointment, Board/Commission				
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
12/16/2014	1	Nominating and Rules Committee		

A RESOLUTION TO MAKE APPOINTMENTS/REAPPOINTMENTS TO BOARDS AND COMMISSIONS AS RECOMMENDED BY THE MAYOR

WHEREAS, the following appointments and/or reappointments have been recommended by Mayor Harold Perrin.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS, that the following boards and commissions appointments be confirmed:

AUDITORIUM COMMISSION

Appointment of Robbie Johnson to fill the unexpired term of Charlott Jones expiring April 30, 2016

JONESBORO PARKS & RECREATION PLANNING AND ADVISORY COMMITTEE

Appointment of Dr. Len Fry to a three-year term expiring December 31, 2017

Appointment of Deandra Waddell to fill the unexpired term of Christy Valentine expiring January 15, 2016

Reappointment of Tina Cook, Doug Imrie and Ken Yarbrough to three-year terms expiring December 31, 2017

JONESBORO URBAN FORESTRY COUNCIL

Reappointment of Brandon Thiesse to a three-year term expiring December 31, 2017



Legislation Details (With Text)

File #: ORD-14:076 **Version:** 1 **Name:**
Type: Ordinance **Status:** First Reading
File created: 12/22/2014 **In control:** City Council
On agenda: **Final action:**
Title: AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO I-1 FOR PROPERTY LOCATED AT 5455 EAST NETTLETON AS REQUESTED BY CLARA BLALOCK

Sponsors:

Indexes:

Code sections:

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

Date	Ver.	Action By	Action	Result
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AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES;

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

SECTION 1: Chapter 117, Article III, known as the Zoning Ordinance of the City of Jonesboro, Arkansas as amended as recommended by the Metropolitan Area Planning Commission by the changes in zoning classification as follows:

From: R-1, Single-Family Medium Density District

To: I-1, Limited Industrial District that land described as follows:

LEGAL DESCRIPTION:

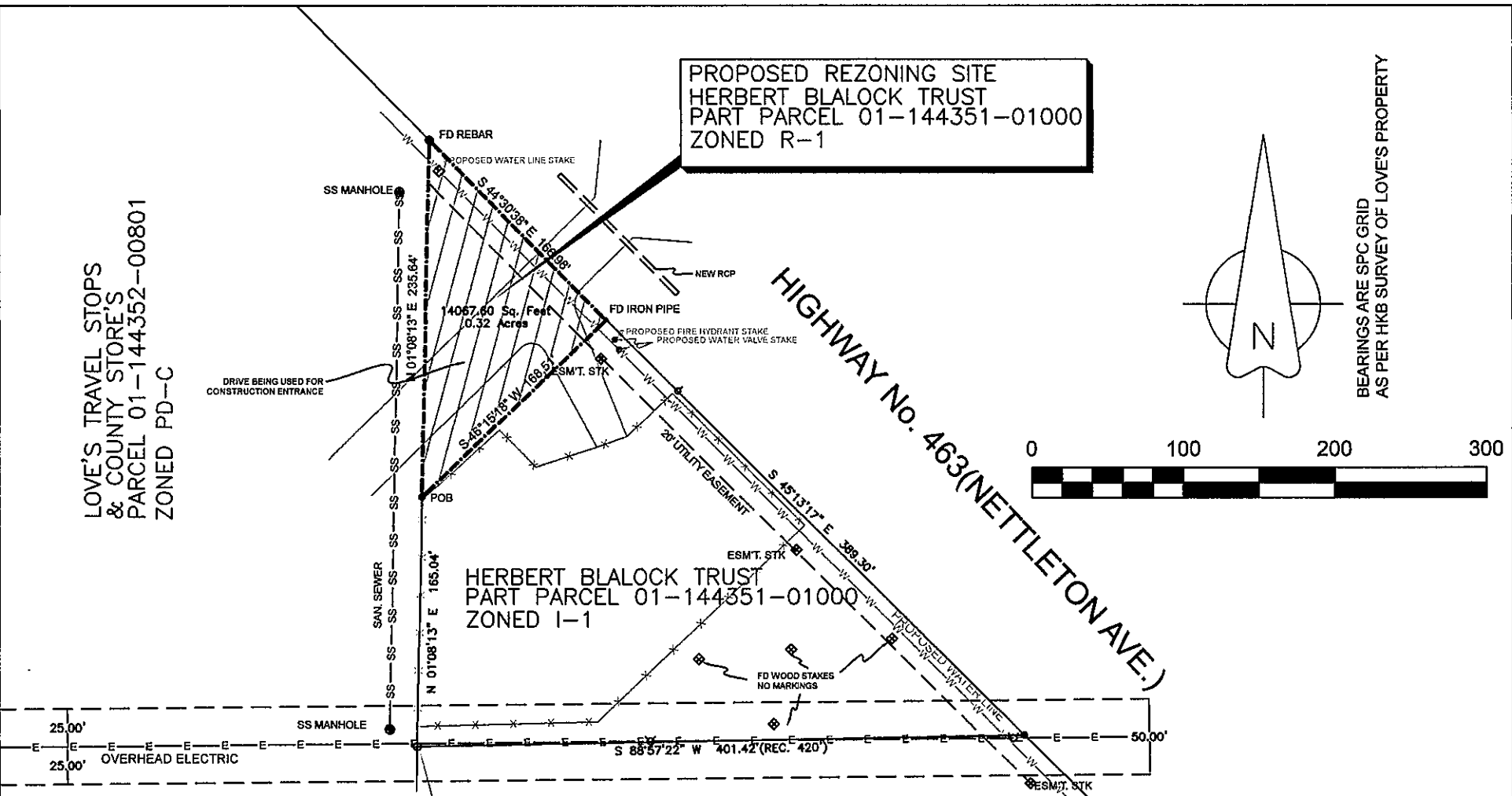
A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTRY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southwest corner of the Northwest Quarter of the Northeast Quarter of said Section 35; thence North 01°08'13" East 165.04 feet to the point of beginning proper; thence continue North 01°08'13" East 235.64 feet to the Southerly right of way of Highway No 463; thence South 44°30'38" East 166.98 feet along said right of way; thence South 46°15'18" West 168.51 feet to the point of beginning proper, having an area of 14067.60 square feet, 0.32 acres more or less and being subject to all public and private roads and easements.

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

SECTION III: The City Clerk is hereby directed to amend the official zoning district boundary map of the City of Jonesboro, Arkansas, insofar as it relates to the lands described hereinabove so that the zoning classification

of said lands shall be in accordance with the provisions of this ordinance.



LOVE'S TRAVEL STOPS
& COUNTY STORE'S
PARCEL 01-144352-00801
ZONED PD-C

FD IRON PIPE
SW CORNER OF THE
NORTHWEST QUARTER OF THE
NORTHEAST QUARTER OF
SECTION 35, T14N, R4E

OBIE H. HICKMAN
PARCEL 01-144351-00100
ZONED R-1

DESCRIPTION:

A PART OF THE NORTHWEST QUARTER OF NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southwest corner of the Northwest Quarter of the Northeast Quarter of said Section 35; thence North 01°08'13" East 165.04 feet to the point of beginning proper; thence continue North 01°08'13" East 235.64 feet to the Southerly right of way of Highway No. 463; thence South 44°30'38" East 166.98 feet along said right of way; thence South 46°15'18" West 168.51 feet to the point of beginning proper, having an area of 14067.60 square feet, 0.32 acres more or less and being subject to all public and private roads and easements.

OWNER CERTIFICATION:

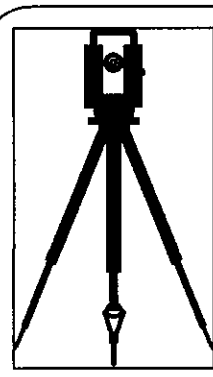
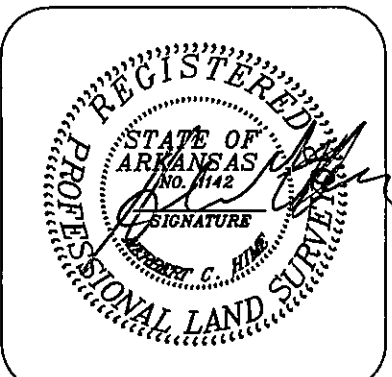
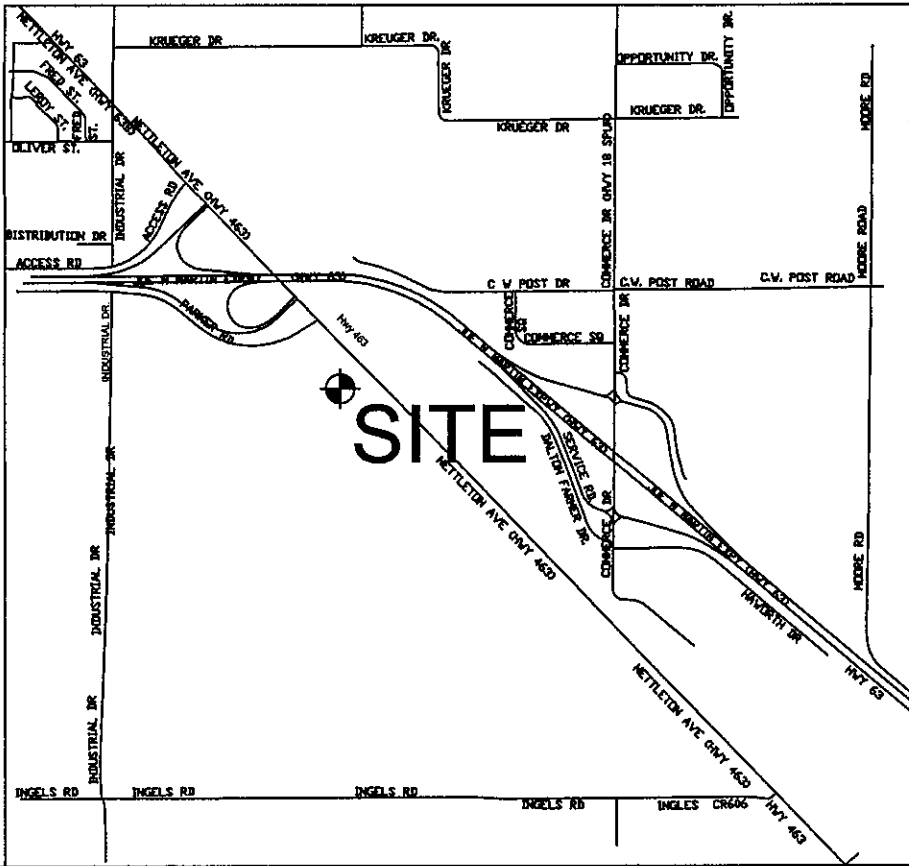
WE HEREBY CERTIFY THAT WE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT WE ADOPT THE PLAN OF THE SUBDIVISION AND DEDICATED PERPETUAL USE OF ALL STREETS AND EASEMENTS AS NOTED AND WE FURTHER CERTIFY THAT WE HAVE READ AND ACKNOWLEDGED THE FOLLOWING STATEMENT.

Clara Blalock
CLARA BLALOCK

SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY IF HAVE ON THIS DATE SURVEYED THE ABOVE DESCRIBED PROPERTY IN ACCORDANCE WITH MONUMENTS FOUND THIS PLAT CONFORMS TO THAT SURVEYED.

H&S HIME PROFESSIONAL SURVEYING SERVICES
2619 CARAWAY RD. STE. "D"
JONESBORO, ARKANSAS 72401



H&S HIME PROFESSIONAL SURVEYING SERVICES
2619 CARAWAY RD - STE. "D"
JONESBORO, ARKANSAS 72401

PHONE: 870-972-1288
FAX: 870-972-1011
E-MAIL: hshime_butch@yahoo.com

REZONING PLAT	
drawn: H. HIME	R-1 EXISTING I-1 REQUESTING
date: 10-15-2014	
scale: 1"= 100'	client: HERBERT BLALOCK TRUST



City of Jonesboro City Council
Staff Report – RZ 14-20: 5455 E. Nettleton Rezoning
 Municipal Center - 300 S. Church St.
For Consideration by the Council on November 18, 2014

REQUEST: To consider a rezoning of the land containing 0.32 acres more or less.

PURPOSE: A request to consider recommendation to Council by the MAPC for a rezoning from “R-1” Single Family residence to “I-1” Industrial use.

**APPLICANTS/
OWNER:** **Clara Blalock (Executrix)/ Herbert Blalock Trust**, 800 Sequoia, Jonesboro, AR

LOCATION: 5455 East Nettleton Avenue, Jonesboro, AR (West side of E. Nettleton Ave., between E. Parker Rd. and Ingles Rd.

**SITE
DESCRIPTION:** **Tract Size:** Approx. 0.32 Acres (Approx. 14067.60 sq. ft.)
Street Frontage: 166.98 ft. Nettlton Ave. (Hwy. 463)
Topography: Undeveloped flat.
Existing Development: Vacant.

SURROUNDING	<u>ZONE</u>	<u>LAND USE</u>
CONDITIONS:	North: PD-C	Future Loves Gas Station
	South: I-1	Farmland
	East: C-3/I-1	Farmland
	West: R-1	Farmland

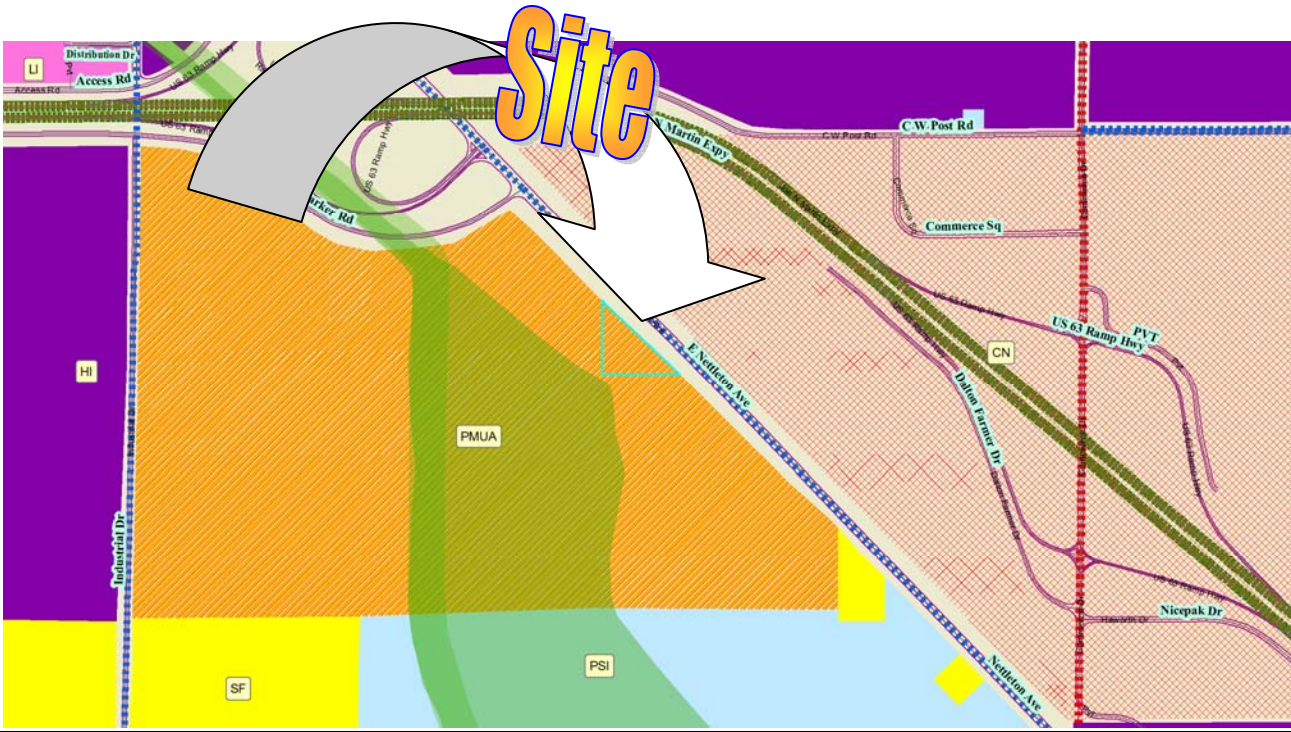
HISTORY: None.

ZONING ANALYSIS

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

COMPREHENSIVE PLAN FUTURE LAND USE MAP

The Current/Future Land Use Map recommends this location as Planned Mix Use Area. The proposed rezoning is consistent with the adopted Land Use Plan.



Adopted Future Land Use Map

Master Street Plan/Transportation








The subject site is served by Hwy. 463/ East Netleton Ave., which on the Master Street Plan is defined as a Minor Arterial, it is not clear on the plat that the street right-of-ways satisfy the Master Street Plan recommendation, owner must clarify the intent.



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:

Criteria	Explanations and Findings	Comply Y/N
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map	The proposed C3-L.U.O. District rezoning is consistent with the Future Land Use Plan, which was categorized as Planned Mixed Use Area.	
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	The proposal will achieve consistency with the purpose of Chapter 117. Standards for Communication Towers will have to be complied with.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	Compatibility is achieved. Property fronts on amajor arterial.	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;	Property is not suitable for single family residential.	
(e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property;	This site and use should not be a detriment to the area..	
(f) Length of time the subject property has remained vacant as zoned, as well as its zoning at the time of purchase by the applicant; and	Property is vacant and adjacent to a utility facility.	
(g) Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, and emergency medical services	Minimal impact if rezoned to C-3, L.U. Overlay.	

Staff Findings:

Applicant’s Purpose:

The applicant noted in the applicant that the adjacent portion of the entire 2.7 acres is leased by Ferrell Gas and is zoned I-1 Industrial. The applicant hopes to have the property made consistent with the surrounding uses by allowing for a communications tower to be installed on site.

The existing site is small in size. Accommodation for a cell tower will have to take into account setback requirements of 50’ from the property lines and any other code submission requirements. Wireless communication facilities on new support structures shall be set back a minimum of 50 feet from all property lines including street right-of-way lines.

Departmental/Agency Reviews:

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

Department/Agency	Reports/ Comments	Status
Engineering	No issues .	Appeared at the pre-meeting
Streets/Sanitation	No issues.	
Police	No issues.	
Fire Department	No issues.	Appeared at the pre-meeting
MPO	No issues.	
Jets	No issues.	Appeared at the pre-meeting
Utility Companies	No issues.	Appeared at the pre-meeting

MAPC Record of Proceedings, Public Hearing Held on Monday, November 10, 2014:

Applicant: Ms. Joan Blacklock McGillian appeared on behalf of the Herbert Blalock Trust requesting the rezoning of a small portion of the larger lot we own that is currently zoned R-1 Single Family to I-1 Industrial so that the entire lot can be consistent. Ferrel gas has been located on the I-1 piece for a while. We are looking to place a Cell Tower there potentially.

Staff:

Mr. Spriggs summarized the staff report. Noting the Land Use Map is complied with under the PMUA which includes light industrial uses. The site has been used for gas utilities. With this small tract remaining residential, it is highly unlikely that it can be developed as residential due to the traffic volume. The Love's Travel Stop was recently rezoned for Planned District MU. There are setback requirements as noted. Mr. Spriggs advised the applicant to have their design professionals look at the current code for telecommunication towers. Staff recommended that the MAPC pass this item on the Council for approval abased on the supportive findings.

Public Input: None

Motion was made by Mr. Reece to place Case: RZ-14-20 on the floor for consideration of recommendation by MAPC to the City Council, and we, the MAPC find that changing the zoning of this property from “R-1” Single Family to the proposed “I-1” District, will be compatible and suitable with the zoning, uses, and character of the surrounding area. Motion was seconded by Mr. Hoelcher.

Roll Call Vote: 5-0 to Approve.

Mr. Reece- Aye; Mr. Hoelscher- Aye; Mr. Perkins-Aye; Mr. Kelton-Aye; Mrs. Schrantz-Aye.
Absent were: Mr. Cooper, Mr. Bailey, Mr. Scurlock. Mr. Lonnie Roberts was chair.

Conclusion:

The MAPC and the Planning Department Staff find that the requested Zone Change submitted for subject parcel, should be evaluated based on the above observations and criteria of Case RZ 14-20, a request to rezone property from “R-1” Single Family to “I-1.”

Respectfully Submitted for Council Consideration,



Otis T. Spriggs, AICP
Planning & Zoning Director

Site Photographs



View looking west toward Site



View looking North towards I-63 / I-463 Interchange



View looking South along I-463, Site on right



View from uses south of the site along Hwy. 463



View from uses south of the site along Hwy. 463



View looking northeast at Gas Utility, south of the site along Hwy. 463



Legislation Details (With Text)

File #:	ORD-14:073	Version:	1	Name:	Abandonment on Ginny Glen and Rubens Road
Type:	Ordinance	Status:		Status:	Second Reading
File created:	12/4/2014	In control:		In control:	City Council
On agenda:		Final action:			
Title:	AN ORDINANCE TO VACATE AND ABANDON THAT PART OF THE AN UNDEVELOPED STREET RIGHT OF WAY IN AN UNDEVELOPED PORTION OF GINNY GLEN AND RUBENS ROAD AS REQUESTED BY DAVID COOK				
Sponsors:					
Indexes:	Abandonment				
Code sections:					
Attachments:	Petition Planning & Engineering Letter Plat Utility Letters Opposition Letter (Leslie Pickle) Opposition Letter (Mark Bunch)				

Date	Ver.	Action By	Action	Result
12/16/2014	1	City Council		

AN ORDINANCE TO VACATE AND ABANDON THAT PART OF THE AN UNDEVELOPED STREET RIGHT OF WAY LOCATED IN:

UNDEVELOPED PORTION OF GINNY GLEN AND RUBENS ROAD AS SHOWN ON THE GRIFFIN SUBDIVISION PLAT (RECORDED IN PLAT DEED BOOK 158, PAGE 52). Being more particularly described as follows:

All of the Right-of-Way of Ginny Glen lying North of Lots 14 through 18, Block I & lying South of Lots 12 through 16, Block H all in Griffin Subdivision of E1/2 of NW1/4 Section 35 T14N R3E Craighead County, Arkansas.

All of the Right-of-Way of Rubens Road lying North of the west 70 feet of Lot 5 and all of Lots 6 through 8, Block H & lying South of Lots 6 through 8, Block G all in Griffin Subdivision of E1/2 of NW1/4 Section 35 T14N R3E Craighead County, Arkansas.

Subject to a twenty (20) foot sanitary sewer easement, ten (10) foot either side of the sewer line as constructed along Ginny Glen.

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

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

All of the Right-of-Way of Ginny Glen lying North of Lots 14 through 18, Block I & lying South of Lots 12 through 16, Block H all in Griffin Subdivision of E1/2 of NW1/4 Section 35 T14N R3E Craighead County,

Arkansas.

All of the Right-of-Way of Rubens Road lying North of the west 70 feet of Lot 5 and all of Lots 6 through 8, Block H & lying South of Lots 6 through 8, Block G all in Griffin Subdivision of E1/2 of NW1/4 Section 35 T14N R3E Craighead County, Arkansas.

Subject to a twenty (20) foot sanitary sewer easement, ten (10) foot either side of the sewer line as constructed along Ginny Glen.

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

PETITION

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

PETITION TO ABANDON THAT PART OF UNDEVELOPED PORTION OF OF GINNY GLEN AND RUBENS ROAD AS SHOWN ON THE GRIFFIN SUBDIVISION PLAT (RECORDED IN PLAT DEED BOOK 158, PAGE 52). Being more particularly described as follows:

All of the Right-of-Way of Ginny Glen lying North of Lots 14 through 18, Block I & lying South of Lots 12 through 16, Block H all in Griffin Subdivision of E1/2 of NW1/4 Section 35 T14N R3E Craighead County, Arkansas.

All of the Right-of-Way of Rubens Road lying North of the west 70 feet of Lot 5 and all of Lots 6 through 8, Block H & lying South of Lots 6 through 8, Block G all in Griffin Subdivision of E1/2 of NW1/4 Section 35 T14N R3E Craighead County, Arkansas.

Subject to a twenty (20) foot sanitary sewer easement, ten (10) foot either side of the sewer line as constructed along Ginny Glen.

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

All of the Right-of-Way of Ginny Glen lying North of Lots 14 through 18, Block I & lying South of Lots 12 through 16, Block H all in Griffin Subdivision of E1/2 of NW1/4 Section 35 T14N R3E Craighead County, Arkansas.

All of the Right-of-Way of Rubens Road lying North of the west 70 feet of Lot 5 and all of Lots 6 through 8, Block H & lying South of Lots 6 through 8, Block G all in Griffin Subdivision of E1/2 of NW1/4 Section 35 T14N R3E Craighead County, Arkansas.

Subject to a twenty (20) foot sanitary sewer easement, ten (10) foot either side of the sewer line as constructed along Ginny Glen.

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

DATED this 19th day of November 2014.

PROPERTY OWNER

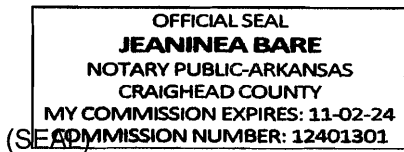
ADDRESS

David Cook 3320 Neely Lane Jonesboro AR 72401

David Cook

Jammy Cook

Subscribed and sworn to before me this 19th day of Nov, 2014



Jeaninea Bare

NOTARY

Expiration date: 11/2/24



ENGINEERING DEPARTMENT
PLANNING & ZONING DEPARTMENT

300 S. Church Street
Jonesboro, AR 72401
(870) 932-0406 Planning
(870) 932-2438 Engineering
(870) 336-3036 Fax
www.jonesboro.org

November 26, 2014

Haywood, Kenward, Bare & Associates, Inc.
Jeremy A. Bevill, PE, CFM
1801 Latourette Dr.
Jonesboro, AR 72204

Re: Abandonment of a portion of Rubens Rd. & Ginny Glen
Staff Comments from Engineering & Planning Departments

Dear Mr. Bevill,

The City of Jonesboro Planning & Engineering Department have received your request to abandon a portion of rights-of-way on Rubens Rd. & Ginny Glen, being described as:

UNDEVELOPED PORTION OF GINNY GLEN AND RUBENS ROAD AS SHOWN ON THE GRIFFIN SUBDIVISION PLAT (RECORDED IN PLAT DEED BOOK 158, PAGE 52). Being more particularly described as follows:

All of the Right-of-Way of Ginny Glen lying North of Lots 14 through 18, Block I & lying South of Lots 12 through 16, Block H all in Griffin Subdivision of E1/2 of NW1/4 Section 35 T14N R3E Craighead County, Arkansas.

All of the Right-of-Way of Rubens Road lying North of the west 70 feet of Lot 5 and all of Lots 6 through 8, Block H & lying South of Lots 6 through 8, Block G all in Griffin Subdivision of E1/2 of NW1/4 Section 35 T14N R3E Craighead County, Arkansas.

Subject to a twenty (20) foot sanitary sewer easement, ten (10) foot either side of the sewer line as constructed along Ginny Glen.

The Planning & Engineering Department Staff has no objection to this abandonment request, but cautions the Council on the following concerns:

- 1) Although no completed roads exist at the said locations, the adjoining property owners within this subdivision could utilize these rights-of-way to access their lot or lots in the future. This abandonment may take that right from them. (Have all the property owners within this development agreed to give up their claim on these rights-of-way?)
- 2) Abandonment of the described rights-of-way would create a dead-end roads that do not comply with §113-78 (j) of the Code of Ordinances of the City of Jonesboro, Arkansas. *The applicant must otherwise demonstrate and commit to a replat of the subdivision,*

November 26, 2014

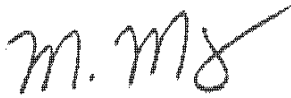
subject to MAPC approval that will comply with the above subdivision standard or obtain the necessary waivers by the MAPC.

If you require any additional information, please advise us at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Otis T. Spriggs".

Otis T. Spriggs AICP
Planning Director, City Jonesboro, AR

A handwritten signature in black ink, appearing to read "M. Morris".

Michael Morris, PE CFM
Civil Engineer

cc. Craig Light



CERTIFICATE OF SURVEY

This is to certify that Fred Haywood & Associates, Registered Professional Civil Engineers, have surveyed the E/2 of the NW/4 of Sec. 35 T14N R3E, Craighead Co., Arkansas being more particularly as follows: Begin at the Northeast corner of the NW/4 of NW/4 of Sec. 35 T14N R3E thence West on the Section line 1320.7' to the Northwest corner of NE/4 of the NW/4 of Sec. 35 aforesaid; thence S1°30'W along the West line of the NE/4 of the NW/4 of Sec. 35 aforesaid 2646.2' to the Southwest corner of SE/4 of Sec. 35; thence N89°45'E along the South line of the NE/4 of NW/4 of Sec. 35 T14N R3E 1316.9' to the Southeast corner of SE/4 of the NW/4 of Sec. 35 aforesaid; thence N1°55'E along the East line of NE/4 of the NW/4 of Sec. 35 aforesaid 2639.6' to the point of beginning.

The above described tract contains 80.01 acres.

Fred Haywood & Associates
By: *[Signature]*
Reg. C.E. #459

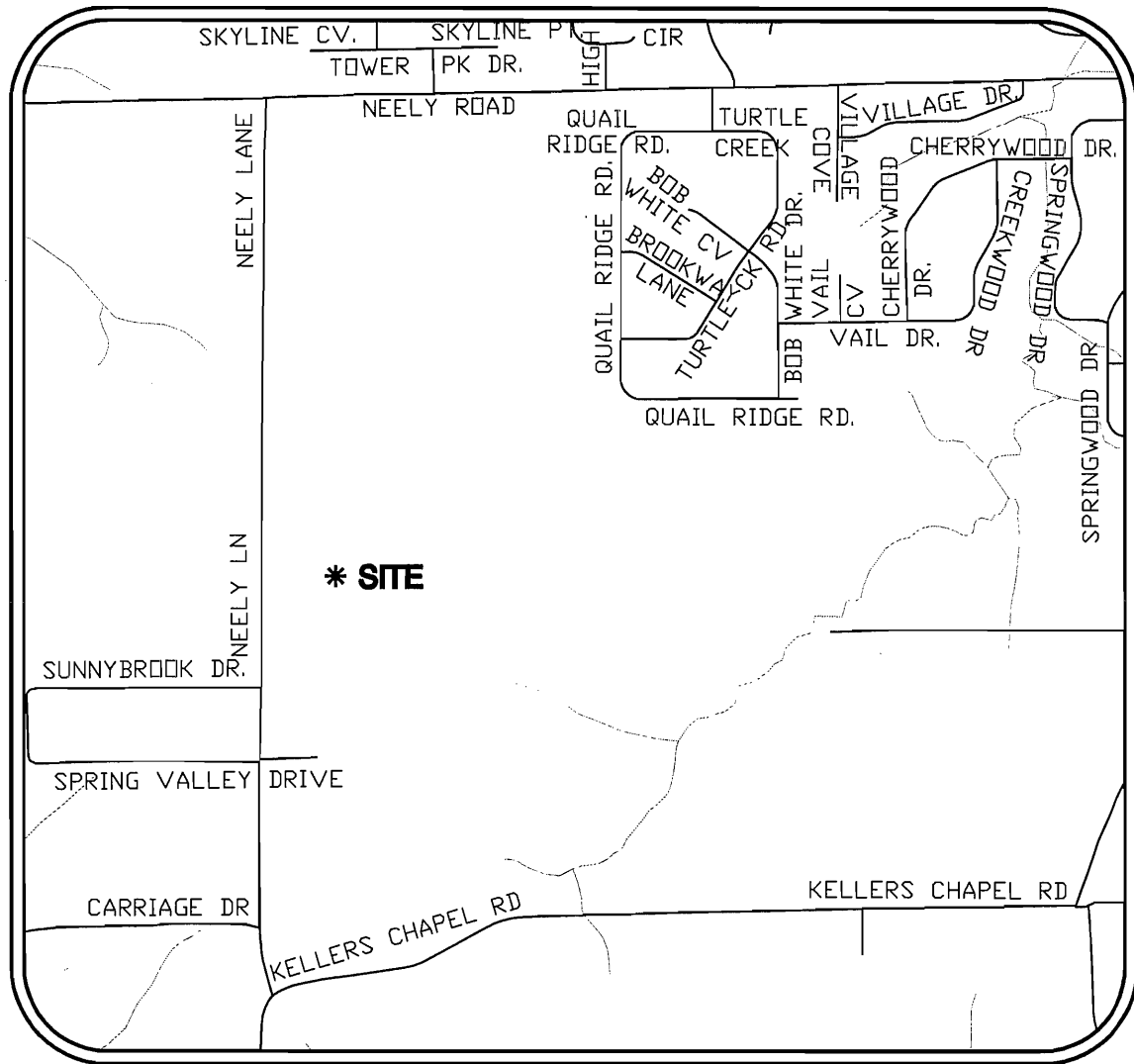


GRIFFIN SUBDIVISION
OF
E/2 OF NW/4 SEC. 35 T14N R3E
CRAGHEAD CO., ARK.
Scale 1"=100'
Surveyed 2-14-68 By
FRED HAYWOOD & ASSOC.

EXHIBIT B

O = Cook

CALDWELL - GRIFFIN TRACT			
FRED HAYWOOD & ASSOCIATES Consulting Engineers - Jonesboro, Ark.	SCALE 1"=100'	DRAWN BY CK	
NE 1/4 NW 1/4 - SE 1/4 NW 1/4 - SEC. 35-14-3			
DATE 2-14-68	APPROVED BY	DRAWING NUMBER Y-128	



VICINITY MAP
(NOT TO SCALE)

EXHIBIT A

HAYWOOD, KENWARD, BARE & ASSOCIATES, INC.
 CIVIL ENGINEERING — SURVEYING — PLANNING
 1801 LATOURETTE DRIVE
 JONESBORO, ARKANSAS 72404
 TEL 870-932-2019 FAX 870-932-1078



AT&T
723 S. Church ST.
B27
Jonesboro, AR
72401
USA

T 870.972.7601
F 870.972.7558
rv3617@att.com
att.com

UTILITY RELEASE FORM

TELECOMMUNICATIONS EASEMENT ABANDONMENT REQUEST

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

ALL OF THE ROW OF GINNY GLEN LYING NORTH OF LOTS 14 THROUGH 18, BLOCK I & LYING SOUTH OF LOTS 12 THROUGH 16, BLOCK H ALL IN GRIFFIN SUBDIVISION OF E1/2 OF NW1/4 SECTION 35 T14N R3E CRAIGHEAD COUNTY, ARKANSAS. ALL THE ROW OF RUBENS RD. LYING NORTH OF THE WEST 70 FEET OF LOT 5 AND ALL OF THE LOTS 6 THROUGH 8, BLOCK H AND LYING SOUTH OF LOTS 6 THROUGH 8, BLOCK G ALL IN GRIFFIN SUBDIVISION OF E1/2 OF NW1/4 SECTION 35 T14N R3E CRAIGHEAD COUNTY, ARKANSAS.

UTILITY COMPANY COMMENTS:

No objections to the vacation(s) described above.

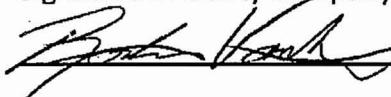
No objections to the vacation(s) described above, provided the following described easements are retained.

Objections to the vacation(s) described above, reason described below:

Rodney Vanhoozer

MGR. AT&T ENGINEERING

Signature of Utility Company Representative

 DATE: 10-24-14



AT&T
723 S. Church ST.
B27
Jonesboro, AR
72401
USA

T 870.972.7601
F 870.972.7558
rv3617@att.com
att.com

October 24, 2014, 2014

Rodney Vanhoozer
AT&T
723 S. Church ST.
B27
Jonesboro, AR 72401

Dear Mr. Beville,

Please see page 2 of this document for approval of abandonment of the utility easement in question: ALL OF THE ROW OF GINNY GLEN LYING NORTH OF LOTS 14 THROUGH 18, BLOCK I & LYING SOUTH OF LOTS 12 THROUGH 16, BLOCK H ALL IN GRIFFIN SUBDIVISION OF E1/2 OF NW1/4 SECTION 35 T14N R3E CRAIGHEAD COUNTY, ARKANSAS. ALL THE ROW OF RUBENS RD. LYING NORTH OF THE WEST 70 FEET OF LOT 5 AND ALL OF THE LOTS 6 THROUGH 8, BLOCK H AND LYING SOUTH OF LOTS 6 THROUGH 8, BLOCK G ALL IN GRIFFIN SUBDIVISION OF E1/2 OF NW1/4 SECTION 35 T14N R3E CRAIGHEAD COUNTY, ARKANSAS. 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 is to be completed by Haywood, Kenward, Bare or an associate of theirs.



CenterPoint Energy
401 W. Capitol, Suite 600
Little Rock, AR 72201
CenterPointEnergy.com

UTILITY RELEASE FORM

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

Utility Company: CenterPoint Energy Date: 10/22/2014

Requested Vacation: (2) previously platted ROW in Griffin Subdivision, Jonesboro, AR

Legal Description:

Please see the attachment for the rights of way that are being abandoned.

UTILITY COMPANY COMMENTS:

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

Described reasons for objection or easements to be retained.

[Empty box for describing reasons for objection or easements to be retained]


Signature of Utility Company Representative


Title

To: Jeremy A. Bevill, PE, CFM
Ahywood, Kenward, Bare & Associates, Inc.

From: Suddenlink Communications, Inc.

Date: November 4, 2014

Re: Utility Easement Abandonment Request

Suddenlink Communications, Inc. has no objection to the abandonment of the undeveloped portion of Ginny Glen and Rubens Road as shown on the Griffin Subdivision Plat (Recorded in Plat Deed Book 158, Page 52), located in Jonesboro, Craighead County , Arkansas, provided that the existing utility easements are retained and maintained.

All of the Right-of-Way of Ginny Glen lying North of Lots 14 through 18, Block 1 & lying South of Lots 12 through 16, Block Hall in Griffin subdivision of E1/2 and NW ¼ Section 35 T14N R3E Craighead County, Arkansas.

All of Right-of-Way of Rubens Road lying North of the west 70 feet of Lot 5 and all of Lots 6 through 8, Block H & lying south of Lots 6 through 8, Block G all in Griffin Subdivision of E1/2 of NW1/4 Section 35 T14N R3E Craighead County, Arkansas.

Respectfully,

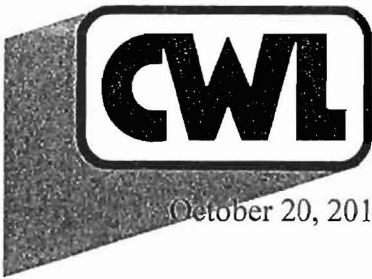
Joey Roach

Construction Planner

Suddenlink Communications

870.897.5697 | Email: joey.roach@suddenlink.com





Donna Jackson
City Clerk
City of Jonesboro, Arkansas

RE: Right-of-Way Abandonment
Ginny Glen and Rubens Road

Dear Donna:

City Water and Light Plant of the City of Jonesboro (“CWL”) has been requested to consent to the vacation and abandonment of a portion of Ruben Road and a portion of Ginny Glen described as follows (“Existing Right of Way”):

That portion of Rubens Road lying north of the west seventy (70) feet of Lot 5 and all of Lots 6 through 8, Block H and lying south of Lots 6 through 8, Block G, all in Griffin’s Subdivision lying in the East Half of the Northwest Quarter , Section 35, Township 14 North, Range 3 East, Craighead County, Arkansas.

Also, that portion of Ginny Glen lying north of Lots 14 through 18, Block I and lying south of Lots 12 through 16, Block H, all in Griffin’s Subdivision lying in the East Half of the Northwest Quarter, Section 35, Township 14 North, Range 3 East, Craighead County, Arkansas.

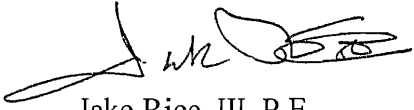
CWL has no objection to the abandonment of the Existing Right of Way of Rubens Road and Ginny Glen subject however to the following condition. As a condition of the abandonment of the Existing Right of Way on Ginny Glen, CWL requires a **twenty (20) foot sewer easement, ten (10) feet either side of the sanitary sewer main as constructed running east and west along the portion of the street (Ginny Glen) to be abandoned (“New Easement”)**. The New Easement may be as reflected in the approved final plat and plans or by separate express, written easement. Upon receipt of proper documentation reflecting the New Easement, CWL will proceed with executing any necessary documentation to reflect abandonment of the Existing Right of Way.

As required by Sections 113-49 and 113-50 of the Jonesboro Municipal Code, please present the preliminary plat and final plat to CWL for its consideration and approval.

Further, please confirm that the vacating ordinance contains provisions that preserve the Existing Right of Way until the New Easement is properly granted.

Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Rice, III', with a stylized flourish extending to the left.

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

Subject: Petition to close certain streets in the Griffin subdivision in Jonesboro.

It has come to my attention by friends in the Jonesboro area that someone has submitted a petition to close off two streets in the Griffin addition in south Jonesboro. Apparently these are Rubens RD and Ginny Glen DR. I would like to express my opposition to this action as it would cause serious harm to my access to land that I own in the Griffin subdivision, namely lots 9 and 10 in the southwest corner. A review of a map of this subdivision will show that Ginny Glen DR leads directly from Neely LN to my two lots.

I notice that the city has installed a sewer line along this street.

My family purchased lots 9 and 10 in 1985 and has paid taxes on them since because of the existence of this Ginny Glen DR that is platted as a street that leads directly to them. This also gives us access through these two lots to 30 acres of land-locked acreage that is owned by my family and the Bunch family on the East side of my lots 9 and 10. So it is easy to see how important this Ginny Glen DR is to me.

Obviously Craighead County let Mr. Griffin create this subdivision and sell the lots without putting in the roads that he had platted. This has remained a problem for the land owners and has not been corrected after many years. It would seem that the city of Jonesboro bears some responsibility to do something to help the land owners with this problem after annexing these properties and getting the benefit of the tax revenue from them for all these years.

Leslie R Pickle

16843 SE 134th ST

Renton, WA 98059

EKL879@AOL.com

Phone 1-425-226-3882

12/29/2014

To whom it may concern:

It has come to our attention that a petition has been submitted to close off two streets in the Griffin subdivision in south Jonesboro. The streets submitted are Rubens Road and Ginny Glen Drive. We oppose this action, as it will create difficulty accessing property we own. Our property lies east of this subdivision and access through lots 9 and 10, owned by Leslie R. Pickle of Renton, Washington.

My family and the Pickle family have a total of thirty acres east of the lots 9 and 10, and without these will lie in a land locked state of being. Ginny Glen is the most direct, shortest plotted road for our access. Also, there are lots on Ginny Glen that are being cleared and prepared for building sites at this time.

According to neighbors, Larry and Sue Owens, three acres that lie adjacent to Griffin subdivision to the south, in order to access the east or back of their property, a street has to be constructed to city code to build another house. Therefore, the same should be adhered to for the new lot owners of the Griffin subdivision on Ginny Glen Drive.

In conclusion, as a property owner and tax-paying citizen of the state and county, we expect the Jonesboro City Council's decision to reflect our opposition to the closing of these streets and easements.

Mark C. Bunch
4706 St. Margaret Drive
Paragould, AR 72450
mark@paragould.com
870-215-2006

Marion C. Bunch
3036 Highway 158
Lake City, AR 72437
870-919-5411

Comment [m1]: