



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Council Agenda City Council

Tuesday, November 4, 2014

5:30 PM

Municipal Center

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

Council Chambers, Municipal Center

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

Council Chambers, Municipal Center

PUBLIC HEARING AT 5:15 P.M.

Regarding the abandonment of a portion of a drainage easement in FloyRed Commons as requested by the Craighead County Fair Association

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-14:085 Presentation by Mayor Perrin to Tina Coots

Sponsors: Mayor's Office

COM-14:086 Mayor Perrin will present the Mayor's Merit Award to Wixson Huffstetler

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-14:128 Minutes for the City Council meeting on October 21, 2014

Attachments: [Minutes](#)

RES-14:163 A RESOLUTION TO CONTRACT WITH FAMILIES INC. FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX

Sponsors: Parks & Recreation

Attachments: [families inc](#)

Legislative History

10/28/14 Finance & Administration Recommended to Council
Council Committee

RES-14:164

A RESOLUTION TO CONTRACT WITH ALEXANDER MACHINE SHOP FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX

Sponsors: Parks & Recreation

Attachments: [alexandar machine shop](#)

Legislative History

10/28/14 Finance & Administration Recommended to Council
Council Committee

RES-14:165

A RESOLUTION TO CONTRACT WITH GOODWILL INDUSTRIES FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX

Sponsors: Parks & Recreation

Attachments: [goodwill industries](#)

Legislative History

10/28/14 Finance & Administration Recommended to Council
Council Committee

RES-14:166

A RESOLUTION TO CONTRACT WITH CHRIS CONGER FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX

Sponsors: Parks & Recreation

Attachments: [chris conger](#)

Legislative History

10/28/14 Finance & Administration Recommended to Council
Council Committee

RES-14:167

A RESOLUTION TO CONTRACT WITH THE SENSORY SHOP FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX

Sponsors: Parks & Recreation

Attachments: [the sensory shop](#)

Legislative History

10/28/14 Finance & Administration Recommended to Council
Council Committee

RES-14:168

A RESOLUTION TO CONTRACT WITH KIWANIS CLUB FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX

Sponsors: Parks & Recreation

Attachments: [kiwanis club](#)

Legislative History

10/28/14 Finance & Administration Recommended to Council
Council Committee

RES-14:169 A RESOLUTION TO CONTRACT WITH EVOLVE BANK FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX

Sponsors: Parks & Recreation

Attachments: [evolve bank](#)

Legislative History

10/28/14 Finance & Administration Recommended to Council
Council Committee

RES-14:170 A RESOLUTION TO CONTRACT WITH SOUTHERN EYE ASSOCIATES FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX

Sponsors: Parks & Recreation

Attachments: [southern eye associates](#)

Legislative History

10/28/14 Finance & Administration Recommended to Council
Council Committee

RES-14:171 A RESOLUTION TO CONTRACT WITH ITECHS COMPUTER AND SERVICE FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX

Sponsors: Parks & Recreation

Attachments: [itechs computer and service](#)

Legislative History

10/28/14 Finance & Administration Recommended to Council
Council Committee

RES-14:172 A RESOLUTION TO CONTRACT WITH MORGAN FOODS DBA GIGI CUPCAKES FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX

Sponsors: Parks & Recreation

Attachments: [morgan foods dba gigi cupcakes](#)

Legislative History

10/28/14 Finance & Administration Recommended to Council
Council Committee

RES-14:173 A RESOLUTION TO CONTRACT WITH NATIONWIDE INSURANCE FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX

Sponsors: Parks & Recreation

Attachments: [nationwide insurance](#)

Legislative History

10/28/14 Finance & Administration Recommended to Council
Council Committee

RES-14:178 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS LEVY A ONE-HALF (.5) MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE JONESBORO POLICE PENSION PLANS

Sponsors: Finance

Legislative History

10/28/14 Finance & Administration Recommended to Council
Council Committee

RES-14:188 A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO LEVY A ONE-HALF (.5) MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE LOCAL FIREMENS PENSION PLANS

Sponsors: Finance

Legislative History

10/28/14 Finance & Administration Recommended to Council
Council Committee

RES-14:189 A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO LEVY A 2 MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE PUBLIC LIBRARY TAX

Sponsors: Finance

Legislative History

10/28/14 Finance & Administration Recommended to Council
Council Committee

6. NEW BUSINESS

ORDINANCES ON FIRST READING

ORD-14:064 AN ORDINANCE TO VACATE AND ABANDON A PORTION OF A DRAINAGE EASEMENT (THE NORTH 60' OF THE EXISTING 95' DRAINAGE EASEMENT) LOCATED WITHIN THE FLOYRED COMMONS SUBDIVISION, CRAIGHEAD COUNTY, JONESBORO, ARKANSAS

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

ORD-14:065 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FOR PROPERTY LOCATED AT 2916 WOOD ST., AS REQUESTED BY THE CITY OF JONESBORO, ARKANSAS.

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

RESOLUTIONS TO BE INTRODUCED

RES-14:186 RESOLUTION TO SET A PUBLIC HEARING REGARDING THE ABANDONMENT OF AN UNDEVELOPED RIGHT-OF-WAY ON EVA COURT AS REQUESTED BY BOB HARRISON

- Attachments:** [Petition](#)
[Plat](#)
[Utility Letters](#)
[City Letters](#)

7. UNFINISHED BUSINESS

8. MAYOR'S REPORTS

9. CITY COUNCIL REPORTS

10. PUBLIC COMMENTS

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

11. ADJOURNMENT



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: COM-14:085 **Version:** 1 **Name:** Presentation to Tina Coots
Type: Other Communications **Status:** To Be Introduced
File created: 10/27/2014 **In control:** City Council
On agenda: 11/4/2014 **Final action:**
Title: Presentation by Mayor Perrin to Tina Coots
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 Tina Coots



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: COM-14:086 **Version:** 1 **Name:** Mayor's Merit Award presentation to Wixson Huffstetler
Type: Other Communications **Status:** To Be Introduced
File created: 10/27/2014 **In control:** City Council
On agenda: 11/4/2014 **Final action:**
Title: Mayor Perrin will present the Mayor's Merit Award to Wixson Huffstetler
Sponsors: Mayor's Office
Indexes: Mayor's Commendations
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Mayor Perrin will present the Mayor's Merit Award to Wixson Huffstetler



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-14:128 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 10/23/2014 **In control:** City Council
On agenda: **Final action:**
Title: Minutes for the City Council meeting on October 21, 2014
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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Minutes for the City Council meeting on October 21, 2014



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes City Council

Tuesday, October 21, 2014

5:30 PM

Municipal Center

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

SPECIAL CALLED FINANCE COMMITTEE MEETING AT 5:15 P.M.

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

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL BY CITY CLERK DONNA JACKSON

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

Absent 2 - Tim McCall and Chris Gibson

4. SPECIAL PRESENTATIONS

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

Absent: 2 - Tim McCall and Chris Gibson

[MIN-14:122](#)

Minutes for the City Council meeting from October 9, 2014

Attachments: [Minutes](#)

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

[RES-14:140](#)

A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR RIDGECREST HEALTH & REHABILITATION, A COMMERCIAL 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-140-2014

RES-14:155

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH TURMAN CONSTRUCTION, INC. FOR THE DALTON FARMER DRIVE SANITARY SEWER EXTENSION PROJECT (2014:25)

Sponsors: Engineering

Attachments: [Contract document Bid Tab](#)

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

Enactment No: R-EN-141-2014

RES-14:157

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT DRAINAGE EASEMENT FROM LARRY E. DAVIS FOR THE PURPOSE OF MAKING DRAINAGE IMPROVEMENTS

Sponsors: Engineering

Attachments: [Permanent Drainage Easement](#)

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

Enactment No: R-EN-142-2014

RES-14:158

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT DRAINAGE EASEMENT FROM REINHARD M. WESTENRIEDER AND SHARRON S. WESTENRIEDER FOR THE PURPOSE OF MAKING DRAINAGE IMPROVEMENTS

Sponsors: Engineering

Attachments: [Permanent Drainage Easement](#)

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

Enactment No: R-EN-143-2014

RES-14:159

A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR GREGORY SUBDIVISION - PHASE III, A RESIDENTIAL SUBDIVISION

Sponsors: Engineering

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

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

Enactment No: R-EN-144-2014

6. NEW BUSINESS

ORDINANCES ON FIRST READING

ORD-14:059

AN ORDINANCE AMENDING CHAPTER 112 OF THE JONESBORO MUNICIPAL CODE AND SECTIONS 2.0 AND 5.0 OF THE STORMWATER DRAINAGE DESIGN MANUAL

Sponsors: Engineering

Attachments: [2 - Construction Plan Preparation](#)
[Open Channels](#)
[4 - 2 Performance Standards](#)

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

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

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

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

Absent: 2 - Tim McCall and Chris Gibson

Enactment No: O-EN-058-2014

RESOLUTIONS TO BE INTRODUCED

RES-14:180

RESOLUTION TO SET A PUBLIC HEARING REGARDING THE ABANDONMENT OF A PORTION OF A DRAINAGE EASEMENT IN FLOYRED COMMONS AS REQUESTED BY THE CRAIGHEAD COUNTY FAIR ASSOCIATION.

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

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

Aye: 9 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Gene Vance; Rennell Woods; Charles Coleman and Todd Burton

Absent: 2 - Tim McCall and Chris Gibson

Abstain: 1 - Mitch Johnson

Enactment No: R-EN-145-2014

7. UNFINISHED BUSINESS

8. MAYOR'S REPORTS

Mayor Perrin reported on the following items:

Tomorrow he will be leaving to attend a regional meeting with the Federal Transportation Authority and Arkansas Highway & Transportation Department. He will give them a report when he gets back.

They are still conducting budget meetings for the 2015 budget.

This Saturday, October 25, 2014, at 9:30 a.m. they will be cutting the ribbon on the Miracle League Field on Caraway Road at Southside Complex. Opening ceremonies will be at 10 a.m. Governor Beebe toured the facility today and filmed a video for the opening on Saturday.

The Community Fest on Parker Road by the North Jonesboro Initiative went well last week.

They held a meeting with federal authorities and AHTD concerning the Tiger Grant the city recently received. The Grants and Engineering Departments are working on the information and it should be sent out Wednesday for comments. They asked for permission to meet with some of the engineering firms on their call list to speed up the process.

Deadline for the light at Darr Hill is May 15, 2015. They hope the light will be up before then.

COM-14:083

Documentation concerning flooding on Jeremy & Priscilla Talley's property

Attachments: [Documentation](#)

Documentation was presented to the Council concerning the flooding on the Talley property that was originally discussed under Public Comments at the Council meeting on October 9, 2014. Mayor Perrin asked that the Council members review the documentation and come back in two weeks with a recommendation. He also indicated they may look at having a third party engineering firm review the situation before a decision is made.

City Engineer Craig Light showed the Council an aerial photograph of the property and surrounding area showing the water flow direction. He also showed them a list of issues with that property that have been reported. He noted in 2011 they put in a pipe underneath the Talley's driveway and another pipe going to the main ditch to help with the flooding issue. But, this year the Talley's experienced more flooding so a work order was issued in June, 2014, to perform additional work in the area. They met with the Talley's in August, 2014, and the Talley's discussed the city purchasing

the property. Everything has been held up since then and the work order from June, 2014, was not fulfilled. They are waiting for direction from the Council as to how they should proceed.

Mayor Perrin added they would also like to do a study to see what the economic effect would be on that area if more work was done. They will have the information in two weeks if it's done by then.

Councilman Moore asked about the ditch in that area. Mr. Light answered they have had reports of the property to the south of the Talley's property putting dirt on his yard. The city doesn't have any easements on that property. Councilman Moore then asked what could be causing the flooding problem. Mr. Light stated he started working with the city in 2007, so prior to that he doesn't know what happened in that area. But, they did work on the ditch in 2009 and didn't have many problems until this year. He added they have proposed some improvements that would help get the water to the system by extending the pipe further south. It would help alleviate some of the problem. But, since the house sits below the road when there is a big enough rain and the system fails the house will flood.

Councilman Moore then clarified that city projects have not contributed to the flooding problem in this area. Mr. Light agreed, adding he is not aware of any city projects in that area that have directly resulted in the house flooding. Councilman Moore asked about the effect of purchasing the house. Mr. Light explained that's what they will be looking at in the next two weeks, whether or not it's more economically feasible for the city to purchase the property than fix the problem. Councilman Moore stated they need to look at the cost of purchasing the property and whether it's just to help out one homeowner or if the city will build some sort of detention/retention pond to benefit everyone in the area. Mayor Perrin agreed and noted they will look at both sides of the issue, what needs to be done to stop the problem and the economic impact of what needs to be done. He further explained they will also look at what has been done in that area in the last five to ten years to see what might have added to the problem.

This item was Read.

9. CITY COUNCIL REPORTS

Councilman Street motioned, seconded by Councilman Moore, to suspend the rules and add RES-14:160 to the agenda. All voted aye.

RES-14:160

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO CONTRACT WITH CIVIL ENGINEERING ASSOCIATES, LLC TO PROVIDE ENGINEERING SERVICES FOR THE CROWLEY'S RIDGE PARKWAY: CRAIGHEAD FOREST PARK TRAIL, AHTD JOB NO. 100821

Sponsors: Engineering and Grants

Attachments: [Contract](#)

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

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

Absent: 2 - Tim McCall and Chris Gibson

Enactment No: R-EN-146-2014

Councilman Dover motioned, seconded by Councilman Street, to suspend the rules and add ORD-14:062, RES-14:181, RES -14:182, ORD-14:063, and RES-14:185 to the agenda. All voted aye.

ORD-14:062

AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2014 BUDGET FOR THE CITY ATTORNEY OFFICE AND DECLARING AN EMERGENCY FOR THE OPERATIONAL CONTINUITY OF THE CITY OF JONESBORO, ARKANSAS

Sponsors: Finance

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

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

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

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

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

Absent: 2 - Tim McCall and Chris Gibson

Enactment No: O-EN-059-2014

RES-14:181

A RESOLUTION AUTHORIZING THE MAYOR'S SALARY RECOMMENDATION FOR THE POSITION OF ASSISTANT CITY ATTORNEY WITH THE SALARY SCHEDULE AND ADMINISTRATION POLICY

Sponsors: Finance

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

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

Absent: 2 - Tim McCall and Chris Gibson

Enactment No: R-EN-147-2014

RES-14:182

RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO APPLY FOR THE FY 2014 PARKS AND TOURISM TRAILS FOR LIFE GRANT

Sponsors: Grants

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

following vote:

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

Absent: 2 - Tim McCall and Chris Gibson

Enactment No: R-EN-148-2014

ORD-14:063

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE PURCHASE OF A USED VEHICLE FOR THE TRANSIT DEPARTMENT.

Sponsors: JETS

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

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

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

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

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

Absent: 2 - Tim McCall and Chris Gibson

Enactment No: O-EN-060-2014

RES-14:185

A RESOLUTION TO AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH LANE LAND COMPANY TO USE LAND FOR A TEMPORARY JETS TRANSFER STATION

Sponsors: JETS

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

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

Absent: 2 - Tim McCall and Chris Gibson

Enactment No: R-EN-149-2014

Councilman Burton thanked the administration and department heads for attending the recent Ward 6 meeting.

Councilwoman Williams commended the sidewalk project on Caraway and the greenway project. She added she's heard a lot of compliments about the projects.

10. PUBLIC COMMENTS

11. ADJOURNMENT

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

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

Absent: 2 - Tim McCall and Chris Gibson

_____ **Date:** _____

Harold Perrin, Mayor

Attest:

_____ **Date:** _____

Donna Jackson, City Clerk



Legislation Details (With Text)

File #:	RES-14:163	Version:	1	Name:	Contract with Families Inc. for fence sign at Miracle League Complex
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	10/7/2014	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO CONTRACT WITH FAMILIES INC. FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	families inc				

Date	Ver.	Action By	Action	Result
10/28/2014	1	Finance & Administration Council Committee		

A RESOLUTION TO CONTRACT WITH FAMILIES 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, Families Inc. is seeking sponsorship recognition on one fence sign at Miracle League Complex; and

WHEREAS, Families 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 Families Inc. 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 **Families, Inc.** (SPONSOR) and the City of Jonesboro (CITY), on this **29th** 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: **Families, Inc.**

Name: Dawn Lauer
Title: Director of Marketing
Date: 9/29/14

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-14:164	Version:	1	Name:	Contract with Alexander Machine Shop for fence sign at Miracle League Complex
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	10/7/2014	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO CONTRACT WITH ALEXANDER MACHINE SHOP FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	alexandar machine shop				

Date	Ver.	Action By	Action	Result
10/28/2014	1	Finance & Administration Council Committee		

A RESOLUTION TO CONTRACT WITH ALEXANDER MACHINE SHOP 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, Alexander Machine Shop is seeking sponsorship recognition on one fence sign at Miracle League Complex; and

WHEREAS, Alexander Machine Shop 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 Alexander Machine Shop 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 Alexander Machine Shop (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 has paid for **3 years** for the sign and sponsorship with the total sum of **\$900.00**.

A sum of **\$900.00** was paid on **October 1st, 2014**.

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.

- (3) 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.
- (4) 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.
- (5) 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: Alexander Machine Shop, INC.
Name: JIMMY ALEXANDER Jimmy Alexander
Title: OWNER / PRESIDENT
Date: 10-1-2014

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-14:165	Version:	1	Name:	Contract with Goodwill Industries for fence sign at Miracle League Complex
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	10/7/2014	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO CONTRACT WITH GOODWILL INDUSTRIES FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	goodwill industries				

Date	Ver.	Action By	Action	Result
10/28/2014	1	Finance & Administration Council Committee		

A RESOLUTION TO CONTRACT WITH GOODWILL INDUSTRIES 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, Goodwill Industries is seeking sponsorship recognition on one fence sign at Miracle League Complex; and

WHEREAS, Goodwill Industries 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 Goodwill Industries 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 GOODWILL INDUSTRIES OF ARKANSAS (SPONSOR) and the City of Jonesboro (CITY), on this 22nd 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: **GOODWILL INDUSTRIES OF ARKANSAS**

Name: Brian Fitzkowicz

Title: President & CEO

Date: 9-22-14



CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-14:166	Version:	1	Name:	Contract with Chris Conger for fence sign at Miracle League Complex
Type:	Resolution	Status:			Recommended to Council
File created:	10/7/2014	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH CHRIS CONGER FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	chris conger				

Date	Ver.	Action By	Action	Result
10/28/2014	1	Finance & Administration Council Committee		

A RESOLUTION TO CONTRACT WITH CHRIS CONGER 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, Chris Conger is seeking sponsorship recognition on one fence sign at Miracle League Complex; and

WHEREAS, Chris Conger 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 Chris Conger 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 Chris Conger (SPONSOR) and the City of Jonesboro (CITY), on this 25th 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: **Chris Conger**

Name: Chris Conger

Title: Realtor

Date: 9-29-14

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-14:167	Version:	1	Name:	Contract with Sensory Shop for fence sign at Miracle League Complex
Type:	Resolution	Status:			Recommended to Council
File created:	10/7/2014	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH THE SENSORY SHOP FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	the sensory shop				

Date	Ver.	Action By	Action	Result
10/28/2014	1	Finance & Administration Council Committee		

A RESOLUTION TO CONTRACT WITH THE SENSORY SHOP 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 Sensory Shop is seeking sponsorship recognition on one fence sign at Miracle League Complex; and

WHEREAS, The Sensory Shop 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 Sensory Shop 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 **The Sensory Shop** (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 Sensory Shop**
Name: Christy Stodd
Title: Owner
Date: 9/22/14

CITY OF JONESBORO

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

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-14:168	Version:	1	Name:	Contract with Kiwanis Club for fence sign at Miracle League Complex
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	10/7/2014	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO CONTRACT WITH KIWANIS CLUB FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	kiwanis club				

Date	Ver.	Action By	Action	Result
10/28/2014	1	Finance & Administration Council Committee		

A RESOLUTION TO CONTRACT WITH KIWANIS CLUB 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, Kiwanis Club is seeking sponsorship recognition on one fence sign at Miracle League Complex; and

WHEREAS, Kiwanis Club 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 Kiwanis Club 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 Kiwanis Club of Jonesboro (SPONSOR) and the City of Jonesboro (CITY), on this 25th 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: **Kiwanis Club of Jonesboro**

Name: Stanley Park

Title: President

Date: 9-25-14

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-14:169	Version:	1	Name:	Contract with Evolve Bank for fence sign at Miracle League Complex
Type:	Resolution	Status:			Recommended to Council
File created:	10/7/2014	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH EVOLVE BANK FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	evolve bank				

Date	Ver.	Action By	Action	Result
10/28/2014	1	Finance & Administration Council Committee		

A RESOLUTION TO CONTRACT WITH EVOLVE BANK 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, Evolve Bank is seeking sponsorship recognition on one fence sign at Miracle League Complex; and

WHEREAS, Evolve Bank 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 Evolve Bank 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 Evolve Bank & Trust (SPONSOR) and the City of Jonesboro (CITY), on this 25th 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 forth below.

BY: **Evolve Bank & Trust**
Name: [Signature]
Title: SVP Chief Compliance Officer
Date: 9/25/14

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-14:170	Version:	1	Name:	Contract with Southern Eye Associates for fence sign at Miracle League Complex
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	10/7/2014	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH SOUTHERN EYE ASSOCIATES FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	southern eye associates				

Date	Ver.	Action By	Action	Result
10/28/2014	1	Finance & Administration Council Committee		

A RESOLUTION TO CONTRACT WITH SOUTHERN EYE ASSOCIATES 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, Southern Eye Associates is seeking sponsorship recognition on one fence sign at Miracle League Complex; and

WHEREAS, Southern Eye Associates 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 Southern Eye Associates 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 Southern Eye Associates/Eye Surgery Center of AR (SPONSOR) and the City of Jonesboro (CITY), on this 25th 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**.

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(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: **Southern Eye Associates/Eye Surgery Center of AR**
Name: Devo Quonster
Title: Administrator
Date: 09/23/2014

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-14:171	Version:	1	Name:	Contract with Itechs Computer & Service for fence sign at Miracle League Complex
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	10/7/2014	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO CONTRACT WITH ITECHS COMPUTER AND SERVICE FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	itechs computer and service				

Date	Ver.	Action By	Action	Result
10/28/2014	1	Finance & Administration Council Committee		

A RESOLUTION TO CONTRACT WITH ITECHS COMPUTER AND SERVICE 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, iTechs Computer and Service is seeking sponsorship recognition on one fence sign at Miracle League Complex; and

WHEREAS, iTechs Computer and Service 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 iTechs Computer and Service 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 Sports Complex

This agreement is made by and between iTechs Computer & Service (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: **iTechs Computer & Services**

Name: Jim Bryant

Title: Owner

Date: 9-23-14

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-14:172	Version:	1	Name:	Contract with Morgan Foods (Gigi's Cupcakes) for fence sign at Miracle League Complex
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	10/7/2014	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH MORGAN FOODS DBA GIGI CUPCAKES FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	morgan foods dba gigi cupcakes				

Date	Ver.	Action By	Action	Result
10/28/2014	1	Finance & Administration Council Committee		

A RESOLUTION TO CONTRACT WITH MORGAN FOODS DBA GIGI CUPCAKES 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, Morgan Foods dba Gigi Cupcakes is seeking sponsorship recognition on one fence sign at Miracle League Complex; and

WHEREAS, Morgan Foods dba Gigi Cupcakes 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 Morgan Foods dba Gigi Cupcakes 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 **Morgan Foods, Inc. dba; Gigi's Cupcakes of Jonesboro** (SPONSOR) and the City of Jonesboro (CITY), on this **29th** 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: **Morgan Foods, Inc. dba: GiGi's Cupcakes of Jonesboro**
Name: John Mikel
Title: Marketing Coordinator
Date: 9.29.14

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-14:173	Version:	1	Name:	Contract with Nationwide Insurance for fence sign at Miracle League Complex
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	10/7/2014	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH NATIONWIDE INSURANCE FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	nationwide insurance				

Date	Ver.	Action By	Action	Result
10/28/2014	1	Finance & Administration Council Committee		

A RESOLUTION TO CONTRACT WITH NATIONWIDE INSURANCE 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, Nationwide Insurance is seeking sponsorship recognition on one fence sign at Miracle League Complex; and

WHEREAS, Nationwide Insurance 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 Nationwide Insurance 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 Nationwide Insurance (SPONSOR) and the City of Jonesboro (CITY), on this 22nd 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.

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: **Nationwide Insurance**
Name: Courtney Atkins
Title: Agency Manager
Date: 9/17/2014

CITY OF JONESBORO

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

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #: RES-14:178 **Version:** 1 **Name:** Levy tax on real and personal property for police pension plans

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

File created: 10/14/2014 **In control:** Finance & Administration Council Committee

On agenda: **Final action:**

Title: RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS LEVY A ONE-HALF (.5) MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE JONESBORO POLICE PENSION PLANS

Sponsors: Finance

Indexes: Taxes

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
10/28/2014	1	Finance & Administration Council Committee		

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS LEVY A ONE-HALF (.5) MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE JONESBORO POLICE PENSION PLANS

WHEREAS, a duly qualified election was held in accordance with A.C.A. 24-11-404, to provide for a tax levy not to exceed one (1) mill on the dollar upon the assessed value of the real and personal property contained in the city, for the purpose of funding a local pension and relief fund for police officers and their survivors; and

WHEREAS, a majority of those voting approved the levy to fund the local pension fund; and

WHEREAS, the above law requires an annual levy be made by the City Council, and certified to the county clerk; and

WHEREAS, the City Council finds that in order to raise said sum, it is necessary to levy a tax of one-half (.5) mill on the dollar on all real property and one-half (.5) mill on the dollar on all personal property, excepting household goods.

WHEREAS, the city has consolidated administration of its policemen's pension and relief fund with the Arkansas Local Police and Fire Retirement System; and

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

Section 1: The County Clerk is hereby authorized and directed to extend said tax upon the tax book, and that the same be collected in the same manner as other property taxes are collected.



Legislation Details (With Text)

File #: RES-14:188 **Version:** 1 **Name:** Levy tax for Firemen's Pension Fund
Type: Resolution **Status:** Recommended to Council
File created: 10/28/2014 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**

Title: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO LEVY A ONE-HALF (.5) MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE LOCAL FIREMENS PENSION PLANS

Sponsors: Finance

Indexes: Taxes

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
10/28/2014	1	Finance & Administration Council Committee		

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO LEVY A ONE-HALF (.5) MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE LOCAL FIREMENS PENSION PLANS

WHEREAS, a duly qualified election was held in accordance with A.C.A. 24-11-812, to provide for a tax levy not to exceed one (1) mill on the dollar upon the assessed value of the real and personal property contained in the city, for the purpose of funding a local pension and relief fund for fire department personnel and their survivors; and

WHEREAS, a majority of those voting approved the levy to fund the local pension fund; and

WHEREAS, the above law requires an annual levy be made by the City Council, and certified to the county clerk; and

WHEREAS, the City Council finds that in order to raise said sum, it is necessary to levy a tax of one-half (.5) mill on the dollar on all real property and one-half (.5) mill on the dollar on all personal property, excepting household goods.

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

Section 1: The County Clerk is hereby authorized and directed to extend said tax upon the tax book, and that the same be collected in the same manner as other property taxes are collected.



Legislation Details (With Text)

File #:	RES-14:189	Version:	1	Name:	Levy tax for Public Library Tax
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	10/28/2014	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO LEVY A 2 MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE PUBLIC LIBRARY TAX				
Sponsors:	Finance				
Indexes:	Taxes				
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
10/28/2014	1	Finance & Administration Council Committee		

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO LEVY A 2 MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE PUBLIC LIBRARY TAX
WHEREAS, pursuant to the terms of Amendment 30 of the Constitution of the State of Arkansas, a duly qualified election was held upon presentation of a petition by voters; and,

WHEREAS, a majority of the electors voted in favor of the establishment of a public library, and further approved an annual levy on all real and personal property within the City for the support, operation and maintenance of the public library, specifying a rate of taxation of 2 mills on the dollar; and,

WHEREAS, these questions being answered by a majority of the qualified voters the Mayor proclaimed it adopted by law;

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

Section 1: Pursuant to the millage rollback computation - Arkansas Statute 84-493.2; Section 3, Act 848, the taxation will be as follows: On all real property the taxes are at the rate of 2 mills on the dollar and on all personal property, excepting household goods, the rate is 2 mills on the dollar.



Legislation Details (With Text)

File #:	ORD-14:064	Version:	1	Name:	Abandonment of a portion of a drainage easement in FloyRed Commons
Type:	Ordinance	Status:		Status:	First Reading
File created:	10/27/2014	In control:		In control:	City Council
On agenda:		Final action:		Final action:	
Title:	AN ORDINANCE TO VACATE AND ABANDON A PORTION OF A DRAINAGE EASEMENT (THE NORTH 60' OF THE EXISTING 95' DRAINAGE EASEMENT) LOCATED WITHIN THE FLOYRED COMMONS SUBDIVISION, CRAIGHEAD COUNTY, JONESBORO, ARKANSAS				
Sponsors:					
Indexes:	Abandonment				
Code sections:					
Attachments:	Petition Plat Utility Letters Engineering & Planning Letter				

Date	Ver.	Action By	Action	Result
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AN ORDINANCE TO VACATE AND ABANDON A PORTION OF A DRAINAGE EASEMENT (THE NORTH 60' OF THE EXISTING 95' DRAINAGE EASEMENT) LOCATED WITHIN THE FLOYRED COMMONS SUBDIVISION, CRAIGHEAD COUNTY, JONESBORO, ARKANSAS
 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 drainage easement designated as follows:

DESCRIPTION

A part of Lot 9R, according to the replat of Lot 9 of FloyRed Commons, a commercial park, Jonesboro, Arkansas, recorded in Book "C", Page "234", public records of Craighead County, Arkansas, being more particularly described as follows:

Commencing at the southeast corner of said Lot 9R, thence north 00°06'36" west along the east line of said Lot 9R, 36.05 feet to a point, thence south 89°36'22" west, departing said east line 39.73 feet to the point of beginning; continue thence south 89°36'22" west, 775.07 feet to a point; thence north 00°24'37" east, 60.00 feet to a point; thence north 89°36'22" east, 774.52 feet to a point; thence south 00°06'36" east, 60.00 feet to the point of beginning;

Containing in all 46,488 sq. ft. or 1.07 acres, more or less.

Subject to easements, restrictions, reservation and rights-of-way of record.

SECTION TWO: A copy of the ordinance duly certified by the City Clerk shall be filed in the Office of the

Recorder of Craighead County, Arkansas, and shall be filed in the Deed Records of such office.

TO: Honorable Harold Perrin, Mayor, and members of the City Council of the City of Jonesboro, Arkansas.

PETITION TO ABANDON A PORTION OF A DRAINAGE EASEMENT LOCATED WITHIN THE FLOYRED COMMONS SUBDIVISION

We the undersigned, being the owners of all property adjoining to the following described easement abandonment (the north 60' of the existing 95' drainage easement) located in the City of Jonesboro, Arkansas, described as follows:

DESCRIPTION

A PART OF LOT 9R, ACCORDING TO THE REPLAT OF LOT 9 OF FLOYRED COMMONS, A COMMERCIAL PARK, JONESBORO, ARKANSAS, RECORDED IN BOOK "C", PAGE "234", PUBLIC RECORDS OF CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 9R, THENCE NORTH 00°06'36" WEST ALONG THE EAST LINE OF SAID LOT 9R, 36.05 FEET TO A POINT, THENCE SOUTH 89°36'22" WEST. DAPARTING SAID EAST LINE, 39.73 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE SOUTH 89°36'22" WEST, 775.07 FEET TO A POINT; THENCE NORTH 00°24'37" EAST, 60.00 FEET TO A POINT; THENCE NORTH 89°36'22" EAST, 774.52 FEET TO A POINT; THENCE SOUTH 00°06'36" EAST, 60.00 FEET TO THE POINT OF BEGINNING;

CONTAINING IN ALL 46,488 SQ. FT. OR 1.07 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD

Herewith file and present this petition to the City council of the City of Jonesboro, Arkansas to have all of the utility easement described above legally closed.

DATED this 10th day of Oct, 2014.

PROPERTY OWNER: Craighead County Fair Association
7001 East Johnson Avenue
Jonesboro, AR 72401

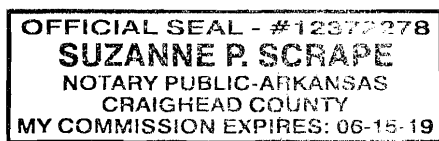

Michael Cureton, President

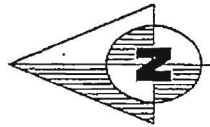
Subscribed and sworn to before me this 10th day of October, 2014.

(seal)


NOTARY

Expiration date: 6-15-19

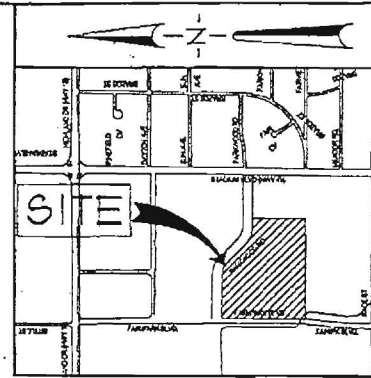




BEARING BASIS
(STATE PLANE COORDINATES - ARKANSAS NORTH ZONE)
150' 75' 0' 150' 300'



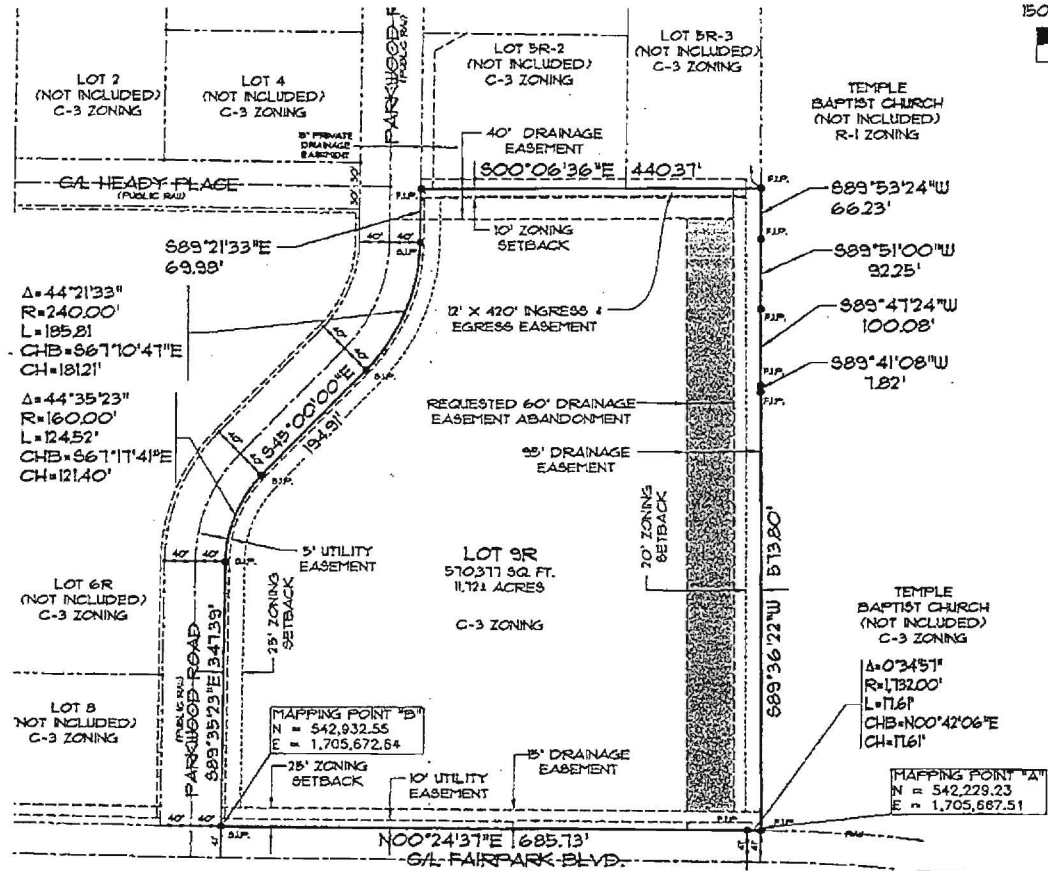
GRAPHIC SCALE
IN FEET



VICINITY SKETCH
NOT TO SCALE

LEGEND

- BOUNDARY LINE
- - - ADJACENT LOT LINE
- - - EASEMENT LINE
- - - BUILDING SETBACK LINE
- F.I.P.
- S.I.P.
- FOUND IRON PIPE
- SET 1-1/4" IRON PIPE W/ PS #166 CAP



ASSOCIATED ENGINEERING AND TESTING, LLC
CIVIL ENGINEERING, LAND SURVEYING AND MATERIALS TESTING
103 SOUTH CHURCH STREET - P.O. BOX 1462 - JONESBORO, AR 72403
PH: 870-932-3594 FAX: 870-935-1263

EASEMENT ABANDONMENT SKETCH
FloyRed COMMONS
JONESBORO, ARKANSAS

Copyright 2014 AETLLC	REV	DATE	REVISIONS	DRAWN	CHK'D	DRAWN	CHK'D	DATE	SHEET
				JME	JME	JME	JME	08/20/14	1 OF 1
						SCALE: 1" = 50'		CADD FILE: 10765-012	DWG#: 0414284.0123



Owned by the Citizens of Jonesboro

September 29, 2014

City of Jonesboro
P.O. Box 1845
Jonesboro, AR 72403
Attn: Otis Spriggs

Re: Drainage Easement Abandonment
Lot 9R
Floy Red Commons, Commercial Sub
Plat Cabinet "C", Page 235
City of Jonesboro
Craighead County, Arkansas

Dear Otis:

City Water and Light has no objection with the abandonment of the north sixty (60) feet of the existing 95' drainage easement lying on the south property line of Lot 9R of Floy Red Commons Commercial Subdivision, as shown on the attached plat.

Please call if more information is needed.

Sincerely,

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

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

Enclosure

Cc: John Easley

Jake Rice III, MANAGER

CITY WATER & LIGHT • 400 East Monroe • P.O. Box 1289 • Jonesboro, Arkansas 72403-1289 • 870/935-5581



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: 8/27/2014

Requested Vacation: North 60' of drainage easement in Lot 9R, FloyRed Commons, Jonesboro, AR

Legal Description:

North 60' of existing drainage easement located within the FloyRed Commons Commercial Subdivision. The drainage easement is parallel to the south property line of Lot 9R.

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.

Maintain existing 10' utility easement located on the west side of Lot 9R.

A. Wayne Tillie
Signature of Utility Company Representative

Operation Supervisor
Title

To: John M. Easley, PE, PS
Project Engineer

From: Suddenlink Communications, Inc.

Date: September 9, 2014

Re: Utility Easement Abandonment Request

Suddenlink Communications, Inc. has no objection to the abandonment of the north 60' drainage easement located along the south line of Lot 9R in the FloyRed Commons Commercial Subdivision located in Jonesboro, Craighead County, Arkansas, provided that the existing utility easements are retained and maintained.

Respectfully,



Joey Roach

Construction Planner

Suddenlink Communications

870.897.5697 | Email: joey.roach@suddenlink.com

Associated Engineering and Testing, LLC

103 S. Church St. – P.O. Box 1462 – Jonesboro, AR 72403 – Phone (870) 932-3594 – FAX (870) 935-1263

August 20, 2014

Ritter Communications
2400 Ritter Drive
Jonesboro, AR 72404


Attn: Alice Martin

Dear Ms. Martin:

On behalf of the Dan Hosman, President of the Craighead County Fair Association, we are requesting approval for abandonment of a portion of a drainage easement located within the FloyRed Commons Commercial Subdivision. The existing drainage easement is 95' in width along the south line of Lot 9R. This width was necessary for surface water drainage and storage. However, underground drainage culverts were installed in place of the surface storage. These culverts will require a 35' drainage easement. We are requesting that the north 60' of this easement be abandoned as shown on the attached drawing. Mr. Hosman is requesting this portion of the easement be abandoned as part of future development in the FloyRed Common Commercial Subdivision.

Please contact me if you have any questions or comments regarding this request. Thank you for your assistance in this matter.

Sincerely,
Associated Engineering and Testing, LLC



John M. Easley, PE, PS
Project Engineer

JME/ss
Enclosure

UTILITY RELEASE FORM

Telecommunications Easement Abandonment Request

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

THE EXISTING DRAINAGE EASEMENT FOR 95' IN WIDTH ALONG THE SOUTH LINE OF LOT 9R
WITHIN THE FLOYRED COMMONS COMMERCIAL SUBDIVISION IN CRAIGHEAD COUNTY AT
JONESBORO, 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.
- Objects to the vacation(s) described above, reason described below:

Alice Martin Project Engr Ritter Communications
Signature of Utility Company Representative



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 08, 2014

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

Dear Mr. Wood,

Please see page 2 of this document for approval of abandonment of the utility easement in question; 95' width along the south line of lot 9R. 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 Associated Engineering or an associate of theirs.



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:

EXISTING DRAINAGE EASEMENT ALONG THE SOUTH LINE OF LOT 9R IN THE FLOYRED COMMONS.

UTILITY COMPANY COMMENTS:

No objections to the vacation(s) described above.

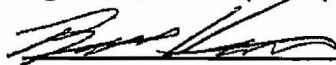
No objections to the vacation(s) described above, provided the following described easements are retained.

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

Rodney Vanhoozer

MGR. AT&T ENGINEERING

Signature of Utility Company Representative

 DATE: 10-8-14

Associated Engineering and Testing, LLC

103 S. Church St. – P.O. Box 1462 – Jonesboro, AR 72403 – Phone (870) 932-3594 – FAX (870) 935-1263

August 20, 2014

AT&T - Arkansas
723 South Church, Room B27
Jonesboro, AR 72401

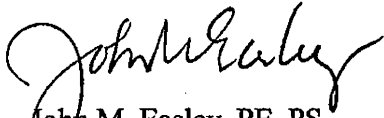
Attn: Cindy Cole

Dear Ms. Cole

On behalf of the Dan Hosman, President of the Craighead County Fair Association, we are requesting approval for abandonment of a portion of a drainage easement located within the FloyRed Commons Commercial Subdivision. The existing drainage easement is 95' in width along the south line of Lot 9R. This width was necessary for surface water drainage and storage. However, underground drainage culverts were installed in place of the surface storage. These culverts will require a 35' drainage easement. We are requesting that the north 60' of this easement be abandoned as shown on the attached drawing. Mr. Hosman is requesting this portion of the easement be abandoned as part of future development in the FloyRed Common Commercial Subdivision.

Please contact me if you have any questions or comments regarding this request. Thank you for your assistance in this matter.

Sincerely,
Associated Engineering and Testing, LLC



John M. Easley, PE, PS
Project Engineer

JME/ss
Enclosure



October 15, 2014

John M. Easley, PE, PS
Project Engineer
Associated Engineering and Testing, LLC
P.O. Box 1462
Jonesboro, AR 72403

RE: Drainage Easement Abandonment

Dear Mr. Easley,

The City of Jonesboro Engineering/Planning Department concurs with the abandonment of a portion of a drainage easement located within the FloyRed Commons Commercial Subdivision. The existing drainage easement is 95' in width along the south line of lot 9R. We concur to the abandonment of the north 60' of this easement as requested in your letter dated October 15, 2014.

If you have any questions, please feel free to contact me at the above referenced number.

Sincerely,

Craig Light, PE, CFM
City Engineer

Otis Spriggs, AICP
Planning Director



Legislation Details (With Text)

File #: ORD-14:065 **Version:** 1 **Name:** Rezoning at 2916 Wood Street
Type: Ordinance **Status:** First Reading
File created: 10/29/2014 **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 FOR PROPERTY LOCATED AT 2916 WOOD ST., AS REQUESTED BY THE CITY OF JONESBORO, ARKANSAS.
Sponsors:
Indexes: Rezoning
Code sections:
Attachments: [Plat](#)
[MAPC Report](#)

Date	Ver.	Action By	Action	Result
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AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FOR PROPERTY LOCATED AT 2916 WOOD ST., AS REQUESTED BY THE CITY OF JONESBORO, ARKANSAS.
BE IT ORDAINED BY THE CITY COUNCIL OF JONESBORO, ARKANSAS:

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

FROM (R-1) SINGLE FAMILY DISTRICT TO C-3 L.U.O. GENERAL COMMERCIAL DISTRICT USES, ON THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

A PART OF THE SE 1/4 SW 1/4 OF SECTION 25, TOWNSHIP 14 NORTH-RANGE 3 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NE CORNER SE 1/4 SW 1/4 OF SECTION 25, TOWNSHIP 14 NORTH-RANGE 3 EAST: THENCE S89° 17' W ON THE 40 ACRE LINE 578.1' TO THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 63 BYPASS AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF WOOD STREET A CONCRETE RIGHT-OF-WAY MARKER, THE POINT OF BEGINNING PROPER; THENCE IN A SOUTHWESTERLY DIRECTION ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF WOOD STREET ON A 10° 33' CURVE TO THE LEFT 198.68' TO THE END OF SAID CURVE; THENCE S4° 02' W ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF WOOD STREET 4.6' TO A POINT ON LINE WITH A FENCE PRODUCED WESTERLY; THENCE S83° 37' E ON LINE WITH SAID FENCE PRODUCED WESTERLY AND ON LINE WITH SAID FENCE 149.9' TO THE N. FACE OF A CORNER POST OF AFORESAID FENCE; THENCE N14° 13' E 182.6' TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 63 BYPASS; THENCE N54° 46' W ON SAID RIGHT-OF-WAY LINE 22.8'; THENCE N79° 41' 17" W ON SAID RIGHT-OF-WAY LINE 127.2' TO THE POINT OF BEGINNING PROPER, CONTAINING 0.698 ACRES.

SECTION II: THE REQUESTED REZONING CLASSIFICATION IS C-3 L.U.O. GENERAL COMMERCIAL AND IS SUBJECT TO THE FOLLOWING STIPULATIONS:

1. That the proposed site shall continue to satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the MAPC, prior to any redevelopment of the property.
3. The applicant/successors agree to comply with the Master Street Plan recommendation for Wood St. and W. Parker Rd. upon any future redevelopment of the site.
4. Any future redevelopment of the existing facility shall maintain a residential character.
5. The property shall be redeveloped under the C-3 General Commercial District standards, without the following prohibited uses:
 - Gas Fueling Station
 - Billboard Advertisement
 - Automotive Repair/ Collision Repair
 - Animal Care
 - Adult Entertainment

SECTION III: THE CITY CLERK IS HEREBY DIRECTED TO AMEND THE OFFICIAL ZONING DISTRICT BOUNDARY MAP OF THE CITY OF JONESBORO, ARKANSAS, IN SO FAR AS IT RELATES TO THE LAND DESCRIBED HEREIN ABOVE SO THAT THE ZONING CLASSIFICATION OF SAID LANDS SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THIS ORDINANCE.

U.S. HWY. NO. 63 BY-PASS



NE COR. SEWER
25' 11" 1/2

Rezone
From R-1 to
C-3 L.U.O.

TRM PINNACANT
ENER POLE 11.38458'

APPROX LOCATION
OF WATER MAIN

WOOD

POSSIBLE SAN SEWER
200' 11" 1/2

A true copy of the original as filed for
record this 27 day of June 1971 at 11:00 A.M.
City Clerk, Clark County, Missouri
Jung & Page 30

CERTIFICATE OF SURVEY:

This is to certify that Haywood, Kenward and Associates, Inc., Civil Engineers-Surveyors, have surveyed a part of the 1/4 SW of Section 24, Township 14 North-Range 3 East, being more particularly described as follows: Begin at the Northeast corner 24 1/4 of Section 24-Township 14 North-Range 3 East; thence 88° 17' W on the 40 acre line 678.1' to the intersection of the Southwesterly right-of-way line of U.S. Highway No. 63 Bypass and the Southwesterly right-of-way line of Wood Street a concrete right-of-way marker, the point of beginning proper; thence in a Southwesterly direction on the Southwesterly right-of-way line of Wood Street on a 10° 13' curve to the left 198.68' to the end of said curve; thence 64° 02' W on the Southwesterly right-of-way line of Wood Street 4.6' to a point on line with a fence produced westerly; thence 283° 37' E on line with said fence produced westerly and on line with said fence 149.9' to the N. face of a corner post of aforesaid fence; thence 214° 13' E 162.6' to the Southwesterly right-of-way line of U.S. Highway No. 63 Bypass; thence 85° 46' W on said right-of-way line 22.8'; thence N79° 41' 17" W on said right-of-way line 127.2' to the point of beginning proper, containing 0.698 acres.

SCALE: 1" = 40'

J. L. SCRAPE, JR.
REGISTERED
LAND SURVEYOR
STATE OF
MISSOURI
DATE: 6/27/71

TOPOGRAPHIC & BOUNDARY
SURVEY
JONESBORO C.D. PROS. ST.
FIRE STATION NO. 5
JONESBORO, ARK.

HAYWOOD, KENWARD & ASSOCIATES, INC.
CIVIL ENGINEERS - SURVEYORS
JONESBORO, ARKANSAS 72402

DRAWING NO. 67 2702

City of Jonesboro City Council
Staff Report – RZ 14-17: 2916 Wood St. Rezoning
 Municipal Center - 300 S. Church St.
For Consideration by the Council on November 4, 2014

REQUEST: To consider a rezoning of the land containing 0.698 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 “C-3” L.U.O. General Commercial use.

**APPLICANTS/
OWNER:** **City of Jonesboro**, 300 S. Church Street, Jonesboro AR

LOCATION: **Fire Station 5:** 2916 Wood Street, Jonesboro, AR
 (Now being relocated to 2525 Neely Rd.)

**SITE
DESCRIPTION:** **Tract Size:** Approx. 0.698 Acres (Approx. 30,404sq. ft.)
Street Frontage: 213 ft. on Wood St; 80 Ft. on W. Parker St.
Topography: Slopes downward to the southeast from Elev. 387 to Elev. 377.
Existing Development: R-1 Single Family Zoned/Fire Station Building.

SURROUNDING	<u>ZONE</u>	<u>LAND USE</u>
CONDITIONS:	North: R-1	Single family home
	South: R-1	Single family home
	East: R-1	Single family home
	West: R-1/C-3	Single family/General commercial

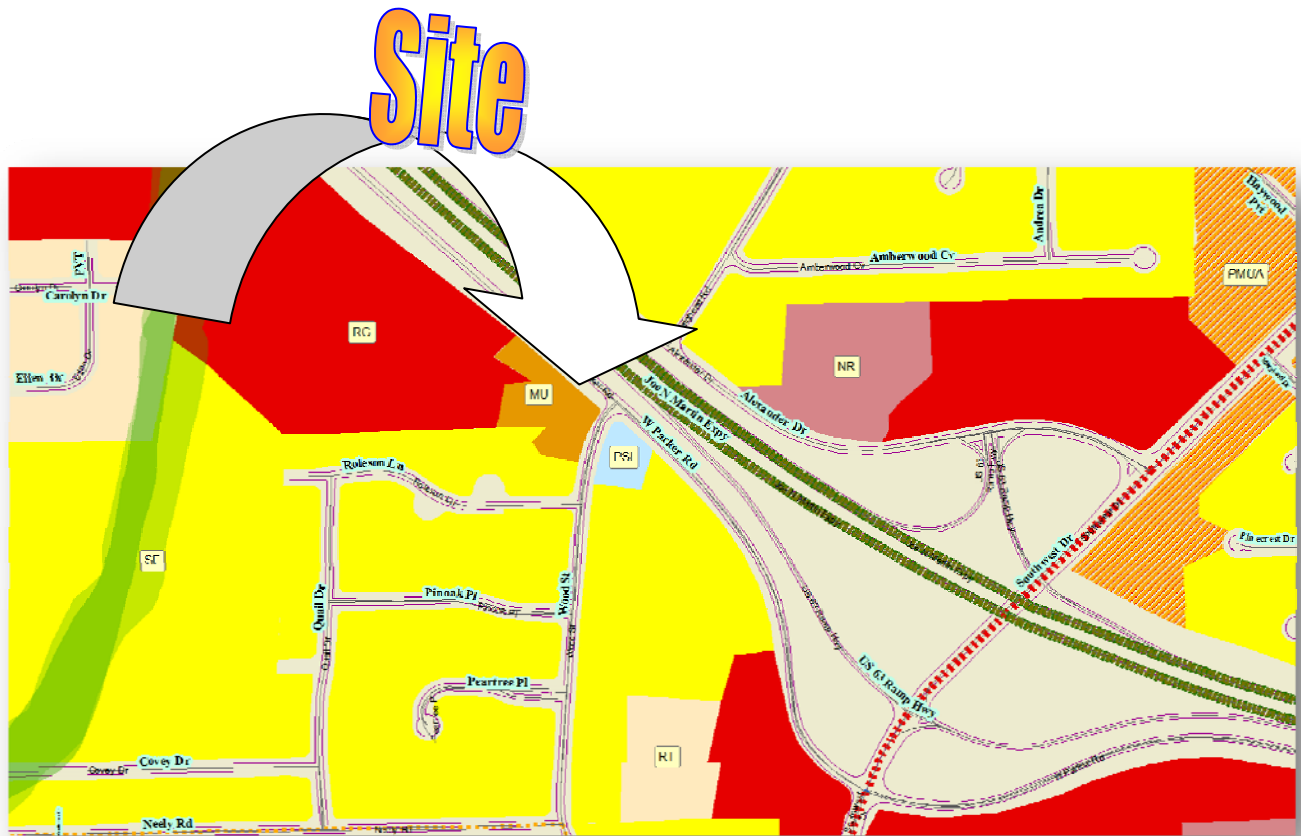
HISTORY: Governmental Use in an R-1 District as Fire Station.

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 Public, Semi-public Institutional. The proposed rezoning is not consistent and in compliance with the adopted Land Use Plan, because the City hopes to close on a pending sale of the fire station to an office use/potential buyer.










Adopted Future Land Use Map

Master Street Plan/Transportation

The subject property is served by Wood St. on the Master Street plan, which is classified as a local road, which requires a 30 ft. right-of-way to road centerline (60 ft. total right-of-way). The property also fronts on W. Parker Road, which is part of the existing major highway having over 300 ft. of right of way.

Approval Criteria- Chapter 117 - Amendments:

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

Criteria	Explanations and Findings	Comply Y/N
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map	The proposed C3-L.U.O. District rezoning is not consistent with the Future Land Use Plan, which was categorized as P.S.I. Public-semi-public, Institutional.	
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	The proposal will achieve consistency with the purpose of Chapter 117, as a Limited Use Overlay. As the end use for the property will be office use. The property is not suitable as a residential home.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	Compatibility is achieved. Property fronts on major highway access road.	
(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. The fire station building will be reused for office use.	
(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. At time of transition or reuse, little or no traffic will be noticed by surrounding residential.	
(f) Length of time the subject property has remained vacant as zoned, as well as its zoning at the time of purchase by the applicant; and	Property is not vacant with the current fire station within the R-1 zoning district. It has consistently been used as a fire station.	
(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.	



Vicinity/Zoning Map

Staff Findings:

Applicant’s Purpose:

The City of Jonesboro is hoping to rezone the subject property to allow the existing structure to be used as office. This area is mixed with different types of residential developments and commercial developments. The site is occupied by a fire station, which is adjacent to other R-1 single family uses. Land adjacent was rezoned to C-3 L.U.O. property in the past.

As the City transitions the relocation of Station 5, Staff feels that the reuse of the building for a small office use will be fitting for the general area. Staff has advised on the C-3 General Commercial Use with restrictions on the types of uses that should be restricted for this location.

Moreover, any uses that will cause detriment to the residential neighborhood to remain, should be discouraged. If the property should ever be redeveloped under the requested C-3 District, the following uses should be prohibited because of their incompatibility with residential:

- Gas Fueling Station
- Billboard Advertisement
- Automotive Repair/ Collision Repair
- Animal Care
- Adult Entertainment

The City of Jonesboro has proposed a rezoning to C-3 L.U.O, and staff has listed the permitted uses to be allowed within the development as follows (*Note the highlighted uses in yellow are suggested to be prohibited due to adverse impacts on residential*):

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

Departmental/Agency Reviews:

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

Department/Agency	Reports/ Comments	Status
Engineering	Concurs	Concurs
Streets/Sanitation	Concurs	Concurs
Police	Concurs	Concurs
Fire Department	Concurs	Concurs
MPO	Concurs	Concurs
Jets	Concurs	Concurs
Utility Companies	Concurs	Concurs

MAPC RECORD of PROCEEDINGS: Public Hearing held on Tuesday, October 28, 2014:

Applicant: City of Jonesboro

Mr. Otis Spriggs, Planning Department, presented on behalf of Administration, the rezoning of Station 5 from R-1 Single Family Residential to C-3- L.U.O., with a list of prohibited uses. The Land Use recommendation is Public Semi-public Institutional for the previous fire station use. The requested office use will be consistent with the area in terms of intensity. An architectural code analysis would be required of the new user to assure building code compliance. Mr. Spriggs added that Wood Street and West Parker Road right-of-ways would have to meet the Master Street Plan requirements if the property is ever redevelopment.

Mr. Spriggs: The proposed office uses will have limited impacts on the neighborhood with little or no traffic. The criteria for rezoning has been met. The list of permitted uses were discussed and the list of discouraged uses were given. He concluded that there were no concerns from the other departments and agencies as a result of the pre-development meeting. The conditions were read.

Public Input: None present.

Commission Input:

Mr. Hoelscher: Asked is it a reasonable request to dictate any future redevelopment to maintain a residential character. Mr. Spriggs found no reason that such a condition would be a problem, and cited a sample added condition to address character of future buildings. Mr. LM Duncan concurred from administration.

Mr. Kelton: Commented about the home that was rezoned to commercial just across the street, noted that he visited the site. The fire station has been there a while and has posed no problems to the existing single family that exists to the south and west.

Motion was made by Mr. Reece to place the matter on the table for consideration, and recommend it to Council; Mr. Hoelscher seconded.

Roll Call Vote: Mr. Hoelscher- Aye; Mr. Reece- Aye; Mr. Perkins- Aye; Mr. Bailey- Aye; Mr. Kelton- Aye. Rezoning was approved by a 5-0 vote.

Absent were: Mr. Scurlock, Mrs. Schrantz, and Mr. Cooper; Mr. Lonnie Roberts was chairman.

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 14-17, a request to rezone property from “R-1” Single Family to “C-3, L.U.O.” the following conditions are recommended:

1. That the proposed site shall continue to satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the MAPC, prior to any redevelopment of the property.
3. The applicant/successors agree to comply with the Master Street Plan recommendation for Wood St. and W. Parker Rd. upon any future redevelopment of the site.
4. Any future redevelopment of the existing facility shall maintain a residential character.
5. The property shall be redeveloped under the C-3 General Commercial District standards, without the following prohibit uses:
 - Gas Fueling Station
 - Billboard Advertisement
 - Automotive Repair/ Collision Repair
 - Animal Care
 - Adult Entertainment

Respectfully Submitted for Council Consideration,



Otis T. Spriggs, AICP
Planning & Zoning Director

Site Photographs



View looking toward to the front of subject property



View looking toward to the opposite side of road of subject property



View looking from toward to the south of Wood Street



View looking southeast towards the subject property



View looking towards the intersection of Wood Street and W. Parker Rd



View looking the west from W. Parker Rd.



View looking Southwest on Wood Street



View looking south of Wood Street



View looking north from the Southwest corner of the site



View looking North along Wood Street



View looking South on Wood Street.



View looking north at existing fire station



View looking east at home next door to the south



View looking toward to west of W. Parker Rd.



Legislation Details (With Text)

File #:	RES-14:186	Version:	1	Name:	Set a public hearing for an abandonment on Eva Court
Type:	Resolution	Status:		Status:	Recommended Under New Business
File created:	10/23/2014	In control:		In control:	City Council
On agenda:		Final action:		Final action:	
Title:	RESOLUTION TO SET A PUBLIC HEARING REGARDING THE ABANDONMENT OF AN UNDEVELOPED RIGHT-OF-WAY ON EVA COURT AS REQUESTED BY BOB HARRISON				
Sponsors:					
Indexes:	Abandonment, Public hearing				
Code sections:					
Attachments:	Petition Plat Utility Letters City Letters				

Date	Ver.	Action By	Action	Result
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RESOLUTION TO SET A PUBLIC HEARING REGARDING THE ABANDONMENT OF AN UNDEVELOPED RIGHT-OF-WAY ON EVA COURT AS REQUESTED BY BOB HARRISON
WHEREAS, Bob Harrison, has filed a petition with the City Clerk of the City of Jonesboro, Arkansas, requesting that the City abandon and vacate an undeveloped right-of-way in:

THAT PART OF THE RIGHT OF WAY OF EVA COURT RUNNING EASTERLY AND WESTERLY AND ADJOINING LOTS B2 AND C6 ON THE SOUTH AND NORTH SIDES RESPECTIVELY LOCATED IN GRIFFIN SUBDIVISION, BEING PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 14 NORTH, RANGE 3 EAST, JONESBORO, AR, PLAT RECORDED IN PLAT BOOK 158, PAGE 52 IN THE OFFICE OF THE CIRCUIT CLERK FOR CRAIGHEAD COUNTY, AR, IN JONESBORO, AR.

WHEREAS, the petition has been presented to the City of Jonesboro, Arkansas; and

WHEREAS, Arkansas law requires notice of such public hearing.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Jonesboro, Arkansas, that the City Clerk is directed to publish a notice advising the public of such request to vacate and abandon the above mentioned right-of-way and that this matter will be heard before the City Council on _____, at _____ o'clock, p.m. at the Municipal Building, Jonesboro, Arkansas.

PETITION

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

PETITION TO VACATE PARTS OF UNDEVELOPED STREET RIGHT-OF-WAY,

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

THAT PART OF THE RIGHT OF WAY OF EVA COURT RUNNING EASTERLY AND WESTERLY AND ADJOINING LOTS B2 AND C6 ON THE SOUTH AND NORTH SIDES RESPECTIVELY LOCATED IN GRIFFIN SUBDIVISION, BEING PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 14 NORTH, RANGE 3 EAST, JONESBORO, AR, PLAT RECORDED IN PLAT BOOK 158, PAGE 52 IN THE OFFICE OF THE CIRCUIT CLERK FOR CRAIGHEAD COUNTY, AR, IN JONESBORO, AR.

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

Dated this 23 day of Oct, 2014

PROPERTY OWNER NAME AND ADDRESS

Bob Harrison
P.O. BOX 19118
Jonesboro, AR 72403

Bob Harrison

Signature

10/23/14

Date

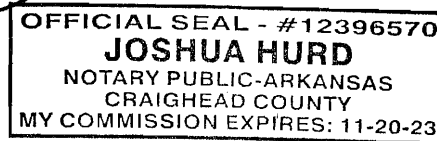
Signature

Date

Subscribed and sworn to before me this 23 day of Oct, 2014.

Joshua Hurd
Notary

Expiration Date: 11-20-23

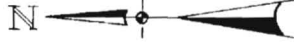




CERTIFICATE OF SURVEY

This is to certify that Fred Haywood & Associate, Registered Professional Civil Engineers, have surveyed the E 1/2 of the NW 1/4 of Sec. 35 T14N R3E, Craighead Co., Arkansas being more particularly as follows: Begin at the Northeast corner of the NW 1/4 of Sec. 35 T14N R3E thence West on the Section line 1320.7' to the Northwest corner of NW 1/4 of the NW 1/4 of Sec. 35 aforesaid; thence S1°50'0" along the West line of the NW 1/4 of the NW 1/4 of Sec. 35 aforesaid 248.2' to the Southwest corner of NW 1/4 of Sec. 35; thence N89°40'0" along the South line of the NW 1/4 of Sec. 35 T14N R3E 1318.9' to N1°55'0" along the East line of NW 1/4 of the NW 1/4 of Sec. 35 aforesaid 2639.6' to the point of beginning. The above described tract contains 80.01 acres.

Fred Haywood & Associate
By: [Signature] S.E.
Reg. C.E. 2488



NE 1/4 NW 1/4 SEC. 35 T14N R3E

SE 1/4 NW 1/4 SEC. 35 T14N R3E



NW 1/4 NW 1/4 SEC. 35 T14N R3E

SW 1/4 NW 1/4 SEC. 35 T14N R3E

GRIFFIN SUBDIVISION
OF
E 1/2 OF NW 1/4 SEC. 35 T14N R3E
CRAGHEAD CO., ARK.
Scale 1" = 100'
Surveyed by P. H. & G. S. by
Fred Haywood & Assoc.

COLDWELL - GRIFFIN TRACE			
FRED HAYWOOD & ASSOCIATES	SCALE 1"=100'	DRAWN BY C.K.	
Consulting Engineers - Joplin, Mo.		DATE	
NE 1/4 NW 1/4 - SE 1/4 NW 1/4 - SEC. 35-14-3			
DATE 2-14-08	APPROVED BY	DRAWING NUMBER Y-128	

McALISTER ENGINEERING
CIVIL ENGINEERING AND LAND SURVEYING

June 23, 2014

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

RE: Request to Abandon Right-of-Way

Dear AT&T Representative:


This property was platted as Griffin Subdivision recorded in book 158, page 52, in the office of the Circuit Clerk for Craighead County, AR, in Jonesboro, AR. A copy of this plat is enclosed for your records.

The replat of the subject property will be presented to the Metropolitan Area Planning Commission and City Council for their review. A petition, resolution, and ordinance will be presented to the City Council for their decision. A print of that plat is enclosed.

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


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

Sincerely,



Clarence W. "Mac" McAlister, PE, PS

I, Bodney Vandoozer (print name), concur in the closure of the right-of-way as shown on Harrison Replat of Griffin Subdivision as submitted to the City of Jonesboro for filing in the office of the Circuit Clerk for the Western District of Craighead County in Jonesboro, Arkansas.

 AT&T Mngl Eng + Design
(Signature) (Position)
Utility Company Representative



UTILITY RELEASE FORM

TELECOMMUNICATIONS EASEMENT ABANDONMENT REQUEST

I have been notified of the petition to vacate the following described as follows: Re: LOTS 2-4 AND LOT 8 IN BLOCK A LOTS 1 AND 2 IN BLOCK B LOTS 2-11 IN BLOCK C LOTS 4,6,8, AND 10 IN BLOCK D AND LOTS 3,5,AND 7 IN BLOCK E OF GRIFFIN SUBDIVISION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 35 TOWNSHIP 14 NORTH RANGE 3 EAST FILED IN PLAT BOOK 158 AT PAGE 52 IN THE OFFICE OF THE CIRCUIT CLERK FOR CRAIGHEAD COUNTY

UTILITY COMPANY COMMENTS:

No objections to the vacation(s) described above.

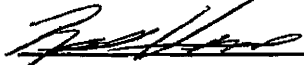
No objections to the vacation(s) described above, provided the following described easements are retained.

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

Rodney Vanhoozer

MGR. AT&T ENGINEERING

Signature of Utility Company Representative

 DATE: 7-3-14



April 21, 2014

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

Dear Mr. McAlister,

Please see page 2 of this document for approval of abandonment of the utility easement in question Re: LOTS 2-4 AND LOT 8 IN BLOCK A LOTS 1 AND 2 IN BLOCK B LOTS 2-11 IN BLOCK C LOTS 4,6,8, AND 10 IN BLOCK D AND LOTS 3,5, AND 7 IN BLOCK E OF GRIFFIN SUBDIVISION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 35 TOWNSHIP 14 NORTH RANGE 3 EAST FILED IN PLAT BOOK 158 AT PAGE 52 IN THE OFFICE OF THE CIRCUIT CLERK FOR CRAIGHEAD COUNTY. 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 McAlister Engineering or an associate of theirs.

To: Clarence W. McAlister, PE, PS
McAlister Engineering

From: Suddenlink Communications, Inc.

Date: September 9, 2014

Re: Utility Easement Abandonment Request

Suddenlink Communications, Inc. has no objection to the abandonment of the Griffin Subdivision located in Jonesboro, Craighead County, Arkansas, provided that the existing utility easements are retained and maintained.

Respectfully,



Joey Roach
Construction Planner
Suddenlink Communications
870.897.5697 | Email: joey.roach@suddenlink.com

McALISTER ENGINEERING
CIVIL ENGINEERING AND LAND SURVEYING

June 23, 2014

Suddenlink Communications Inc.
1320 S. Caraway Rd.
Jonesboro, AR 72401

RE: Request to Abandon Right-of-Way

Dear Suddenlink Representative:

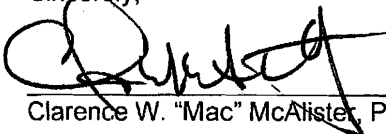
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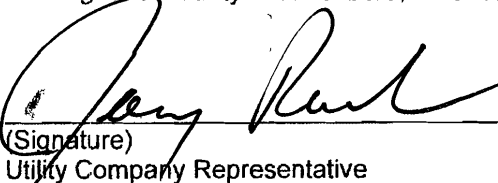
State law stipulates that the proper procedure for abandonment of an easement requires the passage of an ordinance by majority vote of the elected City Council. Simply recording the replat does not satisfy the legal requirements for closure of the easements. City officials need written evidence from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

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

Sincerely,


Clarence W. "Mac" McAlister, PE, PS

I, JOEY BOACH (print name), concur in the closure of the right-of-way as shown on Harrison Replat of Griffin Subdivision as submitted to the City of Jonesboro for filing in the office of the Circuit Clerk for the Western District of Craighead County in Jonesboro, Arkansas.


(Signature) _____ (Position)
Utility Company Representative

4508 Stadium Blvd, Suite D Jonesboro, AR 72404 Office 870-931-1420 Fax 870-931-1422



Owned by the Citizens of Jonesboro

August 26, 2014

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

Re: Right of Way Abandonment
Eva Court, Cross Street, & North Carmel Blvd.
Griffin Subdivision
Jonesboro, Craighead County, Arkansas

Dear Donna:

City Water and Light has no objection with the abandonment of the 60' R.O.W. as platted between Lot 2, Block B and Lot 6, Block C; also the 60' R.O.W. as platted between Lot 10, Block D and Lot 1, Block E; and the 60' R.O.W. between Lot 8, Block A and Lot 1, Block I., all being a part of the East Half of the Northwest Quarter of Section 35, Township 14 North, Range 3 East and recorded as part of (Griffin Subdivision), Book 158, Page 52 in the Office of the Craighead County Circuit Clerk, Craighead County, Arkansas. Please see the attachment highlighting the proposed R.O.W. abandonments.

Please feel free to contact me with any questions.

Sincerely,

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

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

Enclosure

Cc: Otis Spriggs
McAlister Engineering

Jake Rice III, MANAGER

CITY WATER & LIGHT • 400 East Monroe • P.O. Box 1289 • Jonesboro, Arkansas 72403-1289 • 870/935-5581



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: 9/10/2014

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]

A. Wayne Tiller
Signature of Utility Company Representative

Operation Supervisor
Title

McALISTER ENGINEERING
CIVIL ENGINEERING AND LAND SURVEYING

June 23, 2014

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

RE: Request to Abandon Right-of-Way

Dear Mr. Light:

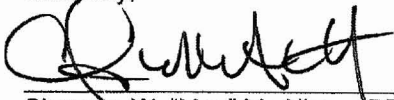
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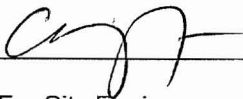
A space has been provided below for your signature acknowledging your concurrence with this proposed action to close the right-of-way shown on the original plat of this subdivision. Please sign and return one copy of this letter.

Sincerely,



Clarence W. "Mac" McAlister, PE, PS

I, CRAIG LIGHT (print name), concur in the closure of the right-of-way as shown on Harrison Replat of Griffin Subdivision as submitted to the City of Jonesboro for filing in the office of the Circuit Clerk for the Western District of Craighead County in Jonesboro, Arkansas.



(Signature)
Craig Light PE – City Engineer

McALISTER ENGINEERING
CIVIL ENGINEERING AND LAND SURVEYING

June 23, 2014

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

RE: Request to Abandon Right-of-Way

Dear Mr. Spriggs:

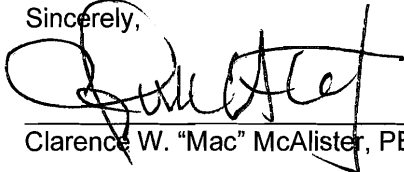
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Sincerely,



Clarence W. "Mac" McAlister, PE, PS

I, Otis Spriggs (print name), concur in the closure of the right-of-way as shown on Harrison Replat of Griffin Subdivision as submitted to the City of Jonesboro for filing in the office of the Circuit Clerk for the Western District of Craighead County in Jonesboro, Arkansas.



(Signature)
Otis Spriggs AICP – City Planner