



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Council Agenda City Council

Monday, October 5, 2015

5:30 PM

Municipal Center

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

Council Chambers, Municipal Center

NOMINATING & RULES COMMITTEE MEETING AT 5:15 P.M.

Council Chambers, Municipal Center

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

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL BY CITY CLERK DONNA JACKSON

4. SPECIAL PRESENTATIONS

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-15:087 Minutes for the City Council meeting on September 16, 2015

Attachments: [Minutes](#)

RES-15:145 A RESOLUTION TO ALLOW THE MAYOR TO SETTLE THE LAWSUIT WITH GARY JOHNSON, JIM JOHNSON, AND JOE JOHNSON

Sponsors: Mayor's Office

Attachments: [Agreed Order of Condemnation and Disbursement of Funds](#)

Legislative History

9/29/15	Finance & Administration Council Committee	Recommended to Council
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RES-15:148 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: Mayor's Office and Finance

Legislative History

9/29/15 Finance & Administration Recommended to Council
Council Committee

RES-15:149 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: Mayor's Office and Finance

Legislative History

9/29/15 Finance & Administration Recommended to Council
Council Committee

RES-15:150 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: Mayor's Office and Finance

Legislative History

9/29/15 Finance & Administration Recommended to Council
Council Committee

6. NEW BUSINESS

ORDINANCES ON FIRST READING

ORD-15:051 AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT WITH RITTER COMMUNICATIONS TO RENEW OUR SERVICES AND PROVIDE FIBER CONNECTIVTY FOR THE CITY OF JONESBORO

Sponsors: Information Systems

Attachments: [Quote COJ Services Renewal.PDF](#)

Legislative History

9/29/15 Finance & Administration Recommended to Council
Council Committee

ORD-15:053 ORDINANCE AUTHORIZING A MEMBER OF THE JONESBORO CITY COUNCIL TO CONDUCT BUSINESS WITH THE CITY OF JONESBORO, ARKANSAS AND DECLARING AN EMERGENCY

Sponsors: Grants

EMERGENCY CLAUSE

Legislative History

9/29/15 Finance & Administration Recommended to Council
Council Committee

7. UNFINISHED BUSINESS

ORDINANCES ON SECOND READING

ORD-15:039 AN ORDINANCE TO AMEND THE STREET IMPROVEMENT DRAINAGE PROGRAM MANUAL AND CREATE ADDITIONAL STREET SPECIFICATIONS

Sponsors: Engineering

Attachments: [DI-6](#)

[DI-7](#)

Legislative History

9/1/15 Public Works Council Recommended to Council
Committee

9/15/15 City Council Held at one reading

ORDINANCES ON THIRD READING

ORD-15:048 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM C-3 LUO TO PD-RM FOR PROPERTY LOCATED AT 2506 AND 2510 JOHNSON AVENUE AS REQUESTED BY JAMES CARR AND WILLIS & CAROLINE GRAY

Attachments: [Plat](#)

[MAPC Report](#)

[Zimmer Development Company Profile](#)

[Asset Campus Housing Portfolio](#)

[Asset Campus Housing Management Summary](#)

Legislative History

9/1/15 City Council Held at one reading

9/15/15 City Council Held at second reading

ORD-15:052 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO C-3 FOR PROPERTY LOCATED AT 1922 RACE STREET AS REQUESTED BY RACE STREET ATHLETIC CLUB

Attachments: [Plat](#)

[MAPC Report](#)

Legislative History

9/15/15 City Council Waived Second Reading

ITEMS THAT HAVE BEEN HELD IN COUNCIL

ORD-15:028 AN ORDINANCE ADOPTING BY REFERENCE THE 2012 INTERNATIONAL PROPERTY MAINTENANCE CODE TO THE JONESBORO CODE OF ORDINANCES WITH RESPECT TO MULTI-FAMILY HOUSING IN THE CITY OF JONESBORO

Sponsors: Inspections

Attachments: [Mayor's Statement from June 16, 2015](#)

[Letters of Opposition](#)

[Email of Support](#)

Legislative History

5/19/15	Public Safety Council Committee	Recommended to Council
6/2/15	City Council	Held at one reading
6/16/15	City Council	Postponed Temporarily

RES-15:132 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT DRAINAGE EASEMENT FROM SHANE & KIMBERLY BARROW FOR THE PURPOSE OF MAKING DRAINAGE IMPROVEMENTS

Sponsors: Engineering

Attachments: [Easement](#)

Legislative History

9/1/15	Public Works Council Committee	Recommended to Council
9/15/15	City Council	Postponed Temporarily

8. MAYOR'S REPORTS

COM-15:060 Jonesboro Airport Commission financial statement for August 31, 2015

Sponsors: Municipal Airport Commission

Attachments: [Financial statements](#)

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 #: MIN-15:087 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 9/16/2015 **In control:** City Council
On agenda: **Final action:**
Title: Minutes for the City Council meeting on September 16, 2015
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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Minutes for the City Council meeting on September 16, 2015



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes City Council

Tuesday, September 15, 2015

5:30 PM

Municipal Center

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

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL BY CITY CLERK DONNA JACKSON

Present 12 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Rennell Woods; Charles Coleman and Todd Burton

4. SPECIAL PRESENTATIONS

COM-15:055

Information Systems Audit Presentation by Cliff Rushing and Laurie Johnson of Edgewater

Sponsors: Mayor's Office

Attachments: [Audit Presentation](#)

Mayor Perrin explained a lot of work needs to be done, including instituting policies and procedures. He added training and other issues will need to be addressed in the near future. There are issues involving the public safety departments that need to be resolved. Mr. Rushing stated some of the issues could be resolved by going with a vendor that keeps their software more up to date than what Relativity does.

Councilman Moore clarified some of the issues in the audit referred to a lack of policies and procedures. He questioned whether that is something the city itself should take care of or if it should be hired out to a third party. Mr. Rushing explained there are best practices already existing, so there may not be a need for the city to develop practices itself. He noted their company has helped other companies develop policies and best practices. He further explained the best practices need to take into consideration not only the city it is being developed for, but also the industry as a whole. Mr. Rushing stated he would recommend the city hire someone to help with security, but other things such as how to handle the help desk and installing computers can be handled in-house.

Councilman Coleman questioned how long it would take and what the price would be. Mr. Rushing stated he doesn't know because they're not sure what their role would be at this time.

Councilman Moore asked what the next move should be. Mr. Rushing explained the city needs to decide what it wants to do and then they can put together rates, or the city can hire someone else to perform the services. Councilman Moore then asked if this would fall under professional services. Mayor Perrin answered yes.

Mr. Rushing noted one thing they noticed is that all of the IT employees have great attitudes and are willing to learn.

Mayor Perrin stated he would like to go over the full report and go over it with Edgewater to determine what needs to be done right away and whether it can be done by the city.

Councilman Street asked about the concerns with Relativity. He questioned whether the city should start looking for another vendor. Mr. Rushing stated the city has already started looking around, but first the city should sit down with Relativity to make sure the city is protected sufficiently.

Councilman Woods questioned if it was common for services to slow when it rains. Mr. Rushing answered yes, for a couple of remote locations within the city their Ritter services slows when it rains. When the copper wiring gets wet, the services slow down.

Mayor Perrin explained they have talked with other vendors, with some of them being very expensive. He noted in the near future he will look at forming a committee to review the IT needs of the city.

This item was Read.

5. CONSENT AGENDA

Approval of the Consent Agenda

A motion was made by Councilman Chris Gibson, seconded by Councilman Chris Moore, to Approve the Consent Agenda with the exception of RES-15:132. The motioned PASSED

Aye: 12 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Rennell Woods; Charles Coleman and Todd Burton

MIN-15:085

Minutes for the City Council meeting on September 1, 2015

Attachments: [Minutes](#)

This item was APPROVED on the consent agenda.

MIN-15:083

Minutes for the special called City Council meeting on September 8, 2015

Attachments: [Minutes](#)

This item was APPROVED on the consent agenda.

RES-15:130

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT DRAINAGE EASEMENT FROM BRIAN & ANGELA PETTY FOR THE PURPOSE OF MAKING DRAINAGE IMPROVEMENTS

Sponsors: Engineering

Attachments: [Permanent Drainage Easement](#)

This item was APPROVED on the consent agenda.

Enactment No: R-EN-130-2015

RES-15:131

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT DRAINAGE EASEMENT FROM GLENDA KAY BREWER FOR THE PURPOSE OF MAKING DRAINAGE IMPROVEMENTS

Sponsors: Engineering

Attachments: [Permanent Drainage Easement](#)

This item was APPROVED on the consent agenda.

Enactment No: R-EN-131-2015

6. NEW BUSINESS

RES-15:132

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT DRAINAGE EASEMENT FROM SHANE & KIMBERLY BARROW FOR THE PURPOSE OF MAKING DRAINAGE IMPROVEMENTS

Sponsors: Engineering

Attachments: [Permanent Drainage Easement](#)

Councilman Street asked that the resolution be postponed until additional clerical work can be done in Engineering.

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

Aye: 12 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods;Charles Coleman and Todd Burton

ORDINANCES ON FIRST READING

ORD-15:039

AN ORDINANCE TO AMEND THE STREET IMPROVEMENT DRAINAGE PROGRAM MANUAL AND CREATE ADDITIONAL STREET SPECIFICATIONS

Sponsors: Engineering

Attachments: [DI-6](#)
 [DI-7](#)

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

City Engineer Craig Light explained the ordinance will allow for the use of an alternate inlet cover for the storm sewers. They held a contest at the beginning of the year to help pick the design. The new design will be an alternate, not a requirement.

They will have a presentation at the next Council meeting to show the new design.

A motion was made by Councilman Chris Moore, seconded by Councilman Chris Gibson, that this matter be Held at one reading . The motion PASSED with the following vote.

Aye: 12 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods;Charles Coleman and Todd Burton

ORD-15:052

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO C-3 FOR PROPERTY LOCATED AT 1922 RACE STREET AS REQUESTED BY RACE STREET ATHLETIC CLUB

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

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

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

Aye: 12 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods;Charles Coleman and Todd Burton

7. UNFINISHED BUSINESS

ORDINANCES ON SECOND READING

ORD-15:048

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM C-3 LUO TO PD-RM FOR PROPERTY LOCATED AT 2506 AND 2510 JOHNSON AVENUE AS REQUESTED BY JAMES CARR AND WILLIS & CAROLINE GRAY

Attachments: [Plat](#)
 [MAPC Report](#)
 [Zimmer Development Company Profile](#)
 [Asset Campus Housing Portfolio](#)
 [Asset Campus Housing Management Summary](#)

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

Aye: 12 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods;Charles Coleman and Todd Burton

ORDINANCES ON THIRD READING

ORD-15:035

AN ORDINANCE TO AMEND SECTION 117-139, COMMERCIAL AND INDUSTRIAL DISTRICTS OF CHAPTER 117, KNOWN AS THE ZONING ORDINANCE, WITHIN THE CODE OF ORDINANCES FOR THE CITY OF JONESBORO, ARKANSAS, MODIFYING THE PERMITTED USE TABLE AS IT

RELATES TO HOTEL USES; DECLARING AN EMERGENCY FOR THE PURPOSE OF REMOVING INCONSISTENCIES IN THE ORDINANCES, ELIMINATING NON-CONFORMANCES, AND PROVIDING FOR CLARITY OF THE PERMITTED USES WITHIN THE C-2 DISTRICT

Sponsors: Planning

Attachments: [MAPC Memo](#)
[Sec. 117 139 Code Language](#)
[Zoning MAP/Hotel Corridor Defined](#)

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

Councilman Woods then questioned the details of the ordinance. City Planner Otis Spriggs explained the C-2 district is supposed to be in the downtown area, but there are areas designated as C-2 that are not downtown. This ordinance fixes the situation for the specific boundaries as listed in the ordinance.

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

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

Nay: 1 - Todd Burton

Enactment No: O-EN-039-2015

ORD-15:049

ORDINANCE TO VACATE AND ABANDON AN UNIMPROVED FIFTEEN (15) FEET DRAINAGE EASEMENT ON PROPERTY LOCATED WEST OF CLUBHOUSE DRIVE, SOUTH OF ABERDEEN ROAD AS REQUESTED BY JAMES MEAD

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

Councilman Street asked if there has been any opposition. Mr. Spriggs answered no.

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

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

Aye: 12 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods;Charles Coleman and Todd Burton

Enactment No: O-EN-040-2015

ORD-15:050

AN ORDINANCE ABANDONING AND VACATING A PORTION OF MADISON STREET RIGHT-OF-WAY LOCATED IN:

Commencing at the recognized and accepted Northeast corner of the Northwest Quarter of Section 30, Township 14 North, Range 4 East, City of Jonesboro, Craighead County, Arkansas; thence West a distance of 604.33 feet to a point;

thence South 39.16 feet to a point in the proposed south line of West Highland Avenue (40 feet from centerline) said point being in the east line of Madison Street and being the true point of beginning; thence South 00 degrees 55 minutes 23 seconds West with the east line of Madison Street and the west line of the Porter property as described in Book 278 Page 164 and Book 227 Page 86 a distance of 246.92 feet to a point; thence North 89 degrees 04 minutes 37 seconds West a distance of 60.00 feet to a point in the east line of the Harp's Food Stores, Inc. property as described in Instrument JB2011R 018805 and being the west line of Madison Street; thence North 00 degrees 55 minutes 23 seconds East with the east line of Harp's Food Stores, Inc. property a distance of 246.36 feet to a point in the proposed south line of West Highland Avenue; thence South 89 degrees 36 minutes 45 seconds east with the south line of proposed West Highland Avenue a distance of 60.00 feet to the point of beginning and containing 14,798 square feet.

Attachments: [Plat](#)
 [Petitions](#)
 [Utility Letters](#)
 [Engineering & Planning Letter](#)
 [Overlay Map Showing Traffic Patterns](#)
 [Access Change Map](#)
 [Madison St Traffic Counts](#)

City Attorney Carol Duncan explained there are some changes to the property changes that were just clerical changes due to the placement of the new road. She stated she thinks they can just read the amended version and go on.

Councilman Moore motioned, seconded by Councilman Frierson, to move forward with the amended ordinance. All voted aye.

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

Aye: 12 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Rennell Woods; Charles Coleman and Todd Burton

Enactment No: O-EN-041-2015

8. MAYOR'S REPORTS

Mayor Perrin reported on the following items:

Gillis Construction was the low bidder for the Craighead Forest Trail. It came in under bid.

They are anticipating a mid-October opening for the JETS transfer station.

They met with Union Pacific and Burlington Northern Railroads last week. They discussed railroad crossing in the city. The Highway Department has agreed to put in a minute order in October to cover 13 to 15 crossings in the city.

The Macedonia Road project in Sage Meadows is still ongoing. The city is still working with the county on that project.

Re-sealing will be taking place on Union Street this week.

The current EDA Grant tying University Loop to Johnson to help with flooding is also

ongoing. They will be meeting with the owners of the Roller Funeral Home property on Johnson. The funeral home will not be relocating back to that property, but a road needs to be constructed near the property. They will be meeting with the property owners to discuss options.

Building permits came in at \$12.6 million, with residential being 48% and commercial being 52% of that income.

The Downtown Jonesboro Barbecue Fest is scheduled for September 26th.

Jonesboro was awarded two JAG Grants. One grant is for \$27,675, with the other being \$31,338.

They just received the city's crime report. The city's crime is down 14% from last year.

The roundabout project should start this week. The construction timeline is 75 days. They are waiting for just one utility company to move their utilities.

Vector Mosquito should be bringing a new contract tomorrow that includes 8 flyovers with no additional cost. They will be making sure the flyovers will be on a weekly basis. The original contract actually ends in 2018, so this will be an addendum to the contract.

Councilman Street asked about the public hearings for the sales tax proposal. Mayor Perrin explained the billboard signs should be done next Friday. He will be meeting with Roy Ockert tomorrow to set the date of the public hearings and the dates of other meetings, such as with local clubs. They are also going to be meeting with the media to go over any questions.

9. CITY COUNCIL REPORTS

Councilman Johnson noted there were a few things passed tonight with the emergency clause. He explained in the past they have asked for explanations as to why the emergency clause is needed. He thinks the Council should go back to that to understand why the ordinance can't wait the 30 day period.

Councilman Woods discussed the sales tax. He stated he is excited to hear about the information Mayor Perrin will discuss during the campaign. He noted the city needs to still consider workforce development. They will be holding a meeting on September 24th to discuss the workforce and economic base.

Councilman Gibson reminded everyone they will be continuing the policy audit in a meeting tomorrow afternoon, September 16th, at 4:30 p.m. in the Fourth Floor Conference Room.

Councilman Moore asked for an update concerning the Citizens Bank building and the burned building on Union. Mayor Perrin stated he does not have any updated information concerning the Citizens Bank building. The Union Street building should have an offer on that building, so he thinks it may have been sold. Councilman Moore asked for an update at the next meeting concerning the Union Street building. He also asked that the Mayor meet with the city attorney to discuss the city's options with the Citizens Bank building.

Councilman Coleman announced October 6th is National Night Out. He questioned whether the Council meeting that night could be rescheduled.

Councilman Gibson motioned, seconded by Councilman Moore, to move the next Council meeting to October 5th. All voted aye.

10. PUBLIC COMMENTS

11. ADJOURNMENT

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

Aye: 12 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods;Charles Coleman and Todd Burton

_____ **Date:** _____

Harold Perrin, Mayor

Attest:

_____ **Date:** _____

Donna Jackson, City Clerk



Legislation Details (With Text)

File #:	RES-15:145	Version:	1	Name:	Lawsuit settlement with Gary Johnson, Jim Johnson and Joe Johnson
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	9/16/2015	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO ALLOW THE MAYOR TO SETTLE THE LAWSUIT WITH GARY JOHNSON, JIM JOHNSON, AND JOE JOHNSON				
Sponsors:	Mayor's Office				
Indexes:	Other				
Code sections:					
Attachments:	Agreed Order of Condemnation and Disbursement of Funds				

Date	Ver.	Action By	Action	Result
9/29/2015	1	Finance & Administration Council Committee		

A RESOLUTION TO ALLOW THE MAYOR TO SETTLE THE LAWSUIT WITH GARY JOHNSON, JIM JOHNSON, AND JOE JOHNSON

WHEREAS, the City of Jonesboro has condemned properties located at Airport and Aggie Road to build the roundabout to alleviate heavy traffic issues at that location; and

WHEREAS, there has been a condemnation lawsuit regarding this project that the City of Jonesboro desires to settle; and

WHEREAS, there is money in the budget for this expense, and no more monies would need to be allocated.

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

1. The City Council hereby authorizes the Mayor to settle the above lawsuit and purchase of said property. That the Mayor is authorized to spend \$18,000.00 to settle the litigation and procure the property.
2. The Mayor, Harold Perrin, City Clerk, Donna Jackson, and/or a representative of the City Attorneys office, are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this settlement.

IN THE CIRCUIT COURT OF CRAIGHEAD COUNTY, ARKANSAS
WESTERN DISTRICT

CITY OF JONESBORO, ARKANSAS

PLAINTIFF

v.

NO. CIV-2015-396

JIM JOHNSON
JOE JOHNSON
GARY JOHNSON

DEFENDANTS

AGREED ORDER OF CONDEMNATION
AND DISBURSEMENT OF FUNDS

On this date was presented to the Court the motion of the plaintiff, City of Jonesboro, by and through its City Attorney Carol Duncan and/or Assistant City Attorney Jessica Coleman, and based upon such Motion, arguments of counsel, the pleadings, and other matter and proof before the Court, the Court finds:

1. That the plaintiff, City of Jonesboro, Arkansas herein filed its Complaint in Condemnation alleging its right to condemn property, under the power of eminent domain, the land to be taken is as follows:

Part of the Northwest Quarter of the Northeast Quarter of Section 15, Township 14 North, Range 4 East, Craighead County, Arkansas, more particularly described as follows:

Commencing at a Half Inch Rebar found at the Center North Sixteenth Corner of Said Section 15; thence North 00°37'28" East along the West line of said Northwest Quarter of the Northeast Quarter of Section 15 a distance of 38.93 feet to a point; thence South 89°22'32" East a distance of 33.68 feet to the East Right of Way line of Highway 351 as established by AHTD Job 10-RW-2 and the POINT OF BEGINNING; thence North 00°30'25" East along said right of way line a distance of 81.27 feet to the East Right of Way line of Highway 351 as established by AHTD Job 100790; thence South 09°48'06" East along said right of way line a distance of 59.91 feet to a point; thence South 61°26'51" East along said right of way line a distance of 36.39 feet to the North Right of Way line of Aggie Road as established by AHTD Job 100790; thence South 89°50'49" East along said right of way line a distance of 137.38 feet to the North Right of Way line of Aggie Road as established by Johnson's Minor Plat as filed in Craighead County, Book C, Page 100; thence South 05°47'52" West

along said right of way line a distance of 30.14 feet to the centerline of Aggie Road; thence North 89°14'54" West along said centerline a distance of 147.44 feet to the East Right of Way line of Highway 351 as established by AHTD Job 10-RW-2; thence North 00°30'25" East along said right of way line a distance of 24.47 feet to a point; thence North 89°29'35" West along said right of way line a distance of 30.00 feet to the POINT OF BEGINNING and containing 0.12 acres (5,367 sq. ft.) more or less as shown on AHTD plans referenced as Job 100790.

Also a temporary construction easement containing 0.01 acres (328 sq. ft.) more or less as shown on AHTD plans referenced as Job 100790 and labeled TCE 2E-1.

2. That plaintiff is entitled to possession and title to the real property described as follows:

Part of the Northwest Quarter of the Northeast Quarter of Section 15, Township 14 North, Range 4 East, Craighead County, Arkansas, more particularly described as follows:

Commencing at a Half Inch Rebar found at the Center North Sixteenth Corner of Said Section 15; thence North 00°37'28" East along the West line of said Northwest Quarter of the Northeast Quarter of Section 15 a distance of 38.93 feet to a point; thence South 89°22'32" East a distance of 33.68 feet to the East Right of Way line of Highway 351 as established by AHTD Job 10-RW-2 and the POINT OF BEGINNING; thence North 00°30'25" East along said right of way line a distance of 81.27 feet to the East Right of Way line of Highway 351 as established by AHTD Job 100790; thence South 09°48'06" East along said right of way line a distance of 59.91 feet to a point; thence South 61°26'51" East along said right of way line a distance of 36.39 feet to the North Right of Way line of Aggie Road as established by AHTD Job 100790; thence South 89°50'49" East along said right of way line a distance of 137.38 feet to the North Right of Way line of Aggie Road as established by Johnson's Minor Plat as filed in Craighead County, Book C, Page 100; thence South 05°47'52" West along said right of way line a distance of 30.14 feet to the centerline of Aggie Road; thence North 89°14'54" West along said centerline a distance of 147.44 feet to the East Right of Way line of Highway 351 as established by AHTD Job 10-RW-2; thence North 00°30'25" East along said right of way line a distance of 24.47 feet to a point; thence North 89°29'35" West along said right of way line a distance of 30.00 feet to the POINT OF BEGINNING and containing 0.12 acres (5,367 sq. ft.) more or less as shown on AHTD plans referenced as Job 100790.

Also a temporary construction easement containing 0.01 acres (328 sq. ft.) more or less as shown on AHTD plans referenced as Job 100790 and labeled TCE 2E-1.

3. That the plaintiff has or will immediately deposit into the registry of the Court the sum of \$18,000.00 as just compensation for the taking of the land of the defendants.

4. That the defendants are entitled to the funds deposited or to be deposited in the Court Registry for the taking of its land. That the sum of \$18,000.00 deposited shall be immediately paid by the Circuit Clerk to the defendants, upon filing of this order. That the \$18,000.00 that has or will be deposited into the Registry of the Court is to be divided equally to the three (3) defendants in the following way:

- a. \$6,000.00 to be payable to Gary Johnson, 402 Airport Road, Jonesboro, AR 72401
- b. \$6,000.00 to be payable to Jim Johnson, 1911 Sherwood, Jonesboro, AR 72401
- c. \$6,000.00 to be payable to Joe Johnson, 406 Airport Road, Jonesboro, AR 72401

5. That the defendant's Notice of Appeal and Order of Possession of Land and Order of Condemnation and Other Matters is hereby dismissed.

6. That the defendants right to pursue further recovery from the plaintiff for the taking of defendant Gary Johnson, defendant Joe Johnson, and defendant Jim Johnson's land and damages suffered by reason thereof is hereby barred from any future claims. The payment of \$18,000.00 shall be the settlement of the condemnation action and shall prejudice the defendant's from any further action.

IT IS SO ORDERED

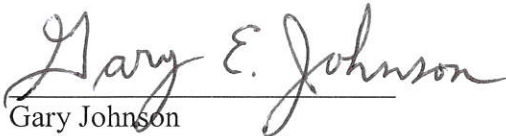
CIRCUIT JUDGE
APPROVED AS TO FORM:

CAROL DUNCAN, JONESBORO CITY ATTORNEY
JESSICA COLEMAN, ASSISTANT CITY ATTORNEY
401 West Washington
Jonesboro, AR 72401
(870) 932-0917

VERIFICATION

STATE OF ARKANSAS))
))
COUNTY OF CRAIGHEAD))

The undersigned, **GARY JOHNSON**, does hereby state under oath that the facts set forth in the foregoing Agreed Order are true and correct to the best of his knowledge and belief.



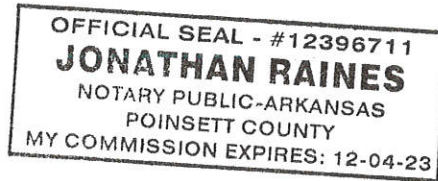
Gary Johnson
402 Airport Road
Jonesboro, AR 72401

Subscribed and sworn to before me this 15 day of Sept, 2015.



Notary Public


My Commission Expires: 12-04-23



VERIFICATION

STATE OF ARKANSAS))
))
COUNTY OF CRAIGHEAD))

The undersigned, **JIM JOHNSON**, does hereby state under oath that the facts set forth in the foregoing Agreed Order are true and correct to the best of his knowledge and belief.



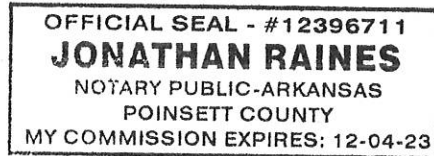
Jim Johnson
1911 Sherwood
Jonesboro, AR 72401

Subscribed and sworn to before me this 15 day of Sept, 2015.



Notary Public

My Commission Expires: 12-04-23



VERIFICATION


STATE OF ARKANSAS))
))
COUNTY OF CRAIGHEAD))

The undersigned, **JOE JOHNSON**, does hereby state under oath that the facts set forth in the foregoing Agreed Order are true and correct to the best of his knowledge and belief.



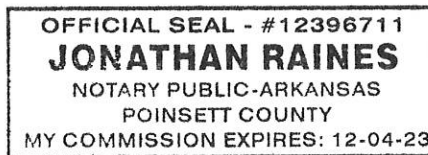
Joe Johnson
406 Airport Road
Jonesboro, AR 72401

Subscribed and sworn to before me this 15 day of Sept, 2015.



Notary Public

My Commission Expires: 12-04-23





Legislation Details (With Text)

File #: RES-15:148 **Version:** 1 **Name:** Levy a millage tax for public library tax
Type: Resolution **Status:** Recommended to Council
File created: 9/23/2015 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: 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: Mayor's Office, Finance
Indexes: Millages
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
9/29/2015	1	Finance & Administration Council Committee		

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 #:	RES-15:149	Version:	1	Name:	Levy of millage tax for Local Firemen's Pension Plan
Type:	Resolution	Status:			Recommended to Council
File created:	9/23/2015	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:	Mayor's Office, Finance				
Indexes:	Millages				
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
9/29/2015	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-15:150 **Version:** 1 **Name:** Levy of a millage tax for Jonesboro Police Pension Plans

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

File created: 9/23/2015 **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: Mayor's Office, Finance

Indexes: Millages

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
9/29/2015	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.

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 #:	ORD-15:051	Version:	1	Name:	Agreement with Ritter Communications to renew services
Type:	Ordinance	Status:		Status:	First Reading
File created:	9/9/2015	In control:		In control:	Finance & Administration Council Committee
On agenda:	9/22/2015	Final action:		Final action:	
Title:	AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT WITH RITTER COMMUNICATIONS TO RENEW OUR SERVICES AND PROVIDE FIBER CONNECITVY FOR THE CITY OF JONESBORO				
Sponsors:	Information Systems				
Indexes:	Contract				
Code sections:					
Attachments:	Quote COJ Services Renewal.PDF				

Date	Ver.	Action By	Action	Result
9/29/2015	1	Finance & Administration Council Committee		

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT WITH RITTER COMMUNICATIONS TO RENEW OUR SERVICES AND PROVIDE FIBER CONNECITVY FOR THE CITY OF JONESBORO
BE IT ORDAINED by the City Council for the City of Jonesboro, Arkansas that:

SECTION ONE: That the Information Systems Department of the City of Jonesboro, Arkansas needs to renew our services agreement and provide fiber and internet connectivity for the City of Jonesboro.

SECTION TWO: That the term of the agreement is sixty (60) months and the payment to Ritter Communications is \$14,834.36 per month. All other details of the agreement, including the scope of services to be provided, are set out in the attachment.

SECTION THREE: That the City Council in accord with the terms of A.C.A. Section 14-58-303 states that bidding in this matter is not practical and hereby waives the requirement of competitive bidding. Ritter is considered a sole source provider due to the need to provide services that will interact and be compatible with the existing systems in the City of Jonesboro.



Services Renewal Quote

2400 Ritter Drive Jonesboro, AR 72401 Phone: (870) 336-3443 Fax: (870) 336-9443

Customer: City of Jonesboro
Billing Address: P.O. Box 1845
City: Jonesboro
State/Zip: AR 72401
Phone: 8703367249
Fax:
Service Address:
City: Jonesboro

Account Executive: Scott Roberson
Business Sales Representative:
Technical Consultant: Dave Pelletier
Quote Date: 7/8/2015

Customer Service Advocate (CSA): Amy Velato 870 336 3421

Qty.	Description	Term	Non-Recurring Charges (Installation - Deposit)	Usage or per Unit Charges	Monthly Recurring Charges	Totals	
						NRC	MRC
Local Service							
57	Single Line Service	60 Mos.		23.45	Line	23.45	\$1,338.85
57	Federal Access Charge	60 Mos.		5.87	Line	5.87	\$323.19
16	Additional Directory Listing	60 Mos.		8.00	Line	8.00	\$98.00
16	Caller ID Name & Number	60 Mos.		0.00	Line	0.00	\$0.00
17	Call Transfer	60 Mos.		0.00	Line	0.00	\$0.00
10	3 Way Calling	60 Mos.		0.00	Line	0.00	\$0.00
10	Hunt Feature	60 Mos.		0.00	Line	0.00	\$0.00
1	Call Forwarding Variable	60 Mos.		0.00	Line	0.00	\$0.00
12	Call Forwarding	60 Mos.		0.00	Line	0.00	\$0.00
2	PRI Circuit	60 Mos.		550.00	Line	550.00	\$1,100.00
2	PRI Port Charge	60 Mos.		49.01	Line	49.01	\$98.02
4	PRI DID Block of 100	60 Mos.		20.00	Line	20.00	\$80.00
2	PRI Caller ID Name and Numb	60 Mos.		20.00	Line	20.00	\$40.00
10	PRI Federal Access Charge	60 Mos.		5.87	Line	5.87	\$58.70
Data Services (Internet)							
1	40MG Dedicated Internet Svc	60 Mos.		3,000.00	Mo.	3,000.00	\$3,000.00
4	Static IP Address	60 Mos.		0.00	Mo.	0.00	\$0.00
1	P2P Fiber 1708 Tall Birch Managed T1 Circuits	60 Mos.		350.00	Mo.	350.00	\$350.00
1	2419 Greensboro Rd T-1	60 Mos.		250.00	Mo.	250.00	\$250.00
1	Fire 7 8481 CW Post T-1	60 Mos.		250.00	Mo.	250.00	\$250.00
1	Fire 6 208 N Patrick T-1	60 Mos.		250.00	Mo.	250.00	\$250.00
1	3809 Race Street T-1	60 Mos.		250.00	Mo.	250.00	\$250.00
1	1508 N Church Street T-1 Metro Ethernet Fiber Optic WAN Includes:	60 Mos.		250.00	Mo.	250.00	\$250.00
1	JETS 2630 Lacy 3MB	60 Mos.		150.00	Mo.	150.00	\$150.00
1	300 S Church 15MB	60 Mos.		250.00	Mo.	250.00	\$250.00
1	410 W Washington 20MB	60 Mos.		1,000.00	Mo.	1,000.00	\$1,000.00
1	Fire 5 2525 Neely 3MB	60 Mos.		150.00	Mo.	150.00	\$150.00
1	1001 S Caraway 30MB	60 Mos.		500.00	Mo.	500.00	\$500.00
1	1616 Strawfloor 3MB	60 Mos.		150.00	Mo.	150.00	\$150.00
1	1421 W Nettleton 3MB	60 Mos.		150.00	Mo.	150.00	\$150.00
1	4001 Lindbergh 10MB	60 Mos.		500.00	Mo.	500.00	\$500.00
1	3215 E Johnson 3MB	60 Mos.		300.00	Mo.	300.00	\$300.00
1	1212 S Church 3MB	60 Mos.		150.00	Mo.	150.00	\$150.00
1	3009 Dan Ave. 3MB	60 Mos.		150.00	Mo.	150.00	\$150.00
1	Fire 2 1413 W Nettleton 3MB	60 Mos.		150.00	Mo.	150.00	\$150.00
1	2601 Dan Ave. 3MB	60 Mos.		150.00	Mo.	150.00	\$150.00
1	Fire 3 2212 Brazos	60 Mos.		150.00	Mo.	150.00	\$150.00
1	Fire 4 3809 Harrisburg 15MB	60 Mos.		750.00	Mo.	750.00	\$750.00
1	Ritter Fiber 30x10	60 Mos.		0.00	Mo.	0.00	\$0.00
1	Ritter Fiber 30x10	60 Mos.		129.95	Mo.	129.95	\$129.95
1	Ritter Fiber 30x10	60 Mos.		99.95	Mo.	99.95	\$99.95
3	Ritter Fiber 15x2	60 Mos.		0.00	Mo.	0.00	\$0.00
2	Ritter Fiber 10x2	60 Mos.		0.00	Mo.	0.00	\$0.00
1	Ritter Fiber 10x2	60 Mos.		89.95	Mo.	89.95	\$89.95
1	Ritter Fiber 10x2 Merc. Guest	60 Mos.		89.95	Mo.	89.95	\$89.95
1	Ritter Fiber 100x30 IT Dpt	60 Mos.		249.95	Mo.	249.95	\$249.95
10	Static IP Addresses	60 Mos.		14.95	Mo.	14.95	\$14.95
1	Ritter Fiber Internet 50x15 Shack	60 Mos.		0.00	Mo.	0.00	\$0.00
1	Ritter Fiber Internet 50x15 Ward	60 Mos.		0.00	Mo.	0.00	\$0.00
7	Fire Stations Internet Access	60 Mos.		0.00	Mo.	0.00	\$0.00
1	DSL 215 East Allen (Maint)	60 Mos.		0.00	Mo.	0.00	\$0.00
16	VLANS	60 Mos.		100.00	Mo.	100.00	\$1,700.00
Long Distance Services & Toll-Free							
1	3500 Elite	60 Mos.		84.20	Mo.	84.20	\$84.20
Cable TV Services							
1	Expanded Basic Digital	60 Mos.		81.95	Mo.	81.95	\$81.95
1	Expanded Basic	60 Mos.		72.95	Mo.	72.95	\$72.95
1	Cable TV Parks Admin Dan Ave	60 Mos.		0.00	Mo.	0.00	\$0.00
1	Cable TV City Hall	60 Mos.		0.00	Mo.	0.00	\$0.00
1	Cable TV 3809 Harrisburg Rd	60 Mos.		0.00	Mo.	0.00	\$0.00
Local/Federal Taxes & Fees not Included							

Notes:
 To accept this proposal please sign and fax to 870 336 9443 or scan
 and email to scott.roberson@rittercommunications.com. Thank you.

	TOTAL
NRC	NRC
\$0.00	\$14,834.36

Ritter Management _____ Date _____
Scott Roberson 8-20-15
 Ritter Representative _____ Date _____ Customer _____ Date _____

- NOTES:**
- Sales Quote is valid for 30 days from issuance.
 - All line charges are estimates, actual line charges will be used for invoicing.
 - This Sales Quote is subject to Ritter Communications Master Services Agreement and Product Specific Attachment(s).
 - Charges do not include all applicable local, state, and federal taxes.
 - If charges for additional white page listing are incurred, charges will appear on monthly billing.



Ritter Communications – Master Services Agreement

Purpose:

This Master Service Agreement (“Agreement”) is made effective as of the last date signed below and entered into by and between Ritter Communications (“Ritter” or “Company”) and City of Jonesboro (“Customer”).

Ritter shall provide the Products and Services, noted below, specified in the Sales Quote, or any addenda under the terms of this Agreement. This Agreement consists of this signature page, a Sales Quote (if applicable), General Terms and Conditions, our Acceptable Use Policy, the applicable Product and Service Attachments, if any, and any addenda and all applicable tariffs.

Article I – Products and Services

Products and Services (check each which applies):

Each of products and/or services listed below applies under this agreement at the time of origination. Additional products and services may be attached to this Master Services Agreement as Attachments to this Agreement.

Telephone and Voice Services:

- Primary Rate Exchange (PRI)
- Local Exchange Telephone Service
- Long Distance Service
- 800 Toll Free Service

Dedicated Internet Services:

- Fiber Internet
Speed: 40 Mb
- Full T1 Data Circuit
- Fractional T1 Data Circuit

Designated Internet Services: Package Speeds Down/Up in Megabits per second (Mbps):

- 30Mbps/10Mbps
- 50Mbps/15Mbps
- 100Mbps/30Mbps
- 10Mbps/2Mbps

Up-to Internet Packages: Package Speeds Down/Up in Megabits per second (Mbps):

- 5Mbps/1Mbps
- 10Mbps/2Mbps
- 15Mbps/2Mbps
- 30Mbps/2Mbps
- 50Mbps/10Mbps

DSL Internet (Available only in limited areas within 10,000 feet of Ritter Central Office):

- ADSL2+ (8Mbps/768Kbps)

Networking Products:

- Dynamic Shared Service Solution/Flex T1
- Local Area Network (LAN)
Attach Service Description
- Wide Area Network (WAN)
Attach Service Description
- Virtual Private Network (VPN)
- Metro Ethernet Solution
-

Attach Service Description

Attach Service Description

Video Services:

- Commercial Cable Television Multi-Tenant Unit (MTU) Installation

Hosted, Managed, and Virtual Solutions *(All Require Attached Service Description)*:

- Managed Voice Phone Solution Application Hosting
 Website/Web Server Hosting Remote Data Backup
 Email Hosting (includes Bulk Email)

Customer Premises Equipment Solution *(Requires Attached Service Description)*:

- PBX Phone System Traditional Key System

Other Service Solution not mentioned above *(Requires Attached Service Description)*:

-

Article II – Contract Length and Pricing

TERM COMMITMENT: Customer agrees to the Term Commitment a term of 60 months (Term) or as stated in the attached Sales Quote, if a Sales Quote is used. The rates set out on the attached Sales Quote are based on the Term Commitment. The initial Term will begin upon customer acceptance and date upon which billing is applied.

PRICING, PAYMENT, AND TERMINATION: Pricing (Rates) shall be as set forth in the applicable tariffs and, if applicable, on any attached Sales Quote sheets or Statements of Work executed by both parties. Payment, Billing Disputes, Termination, Early Termination and Early Termination Charges will be handled in accordance with General Terms and Conditions (attached) unless otherwise specified by this Master Services Agreement.

Article III – Attachments to Master Services Agreement

TERMS AND CONDITIONS: Terms and conditions shall be as set forth in the applicable tariffs and this Master Services Agreement, including the attached General Terms and Conditions.

ATTACHMENTS TO MASTER SERVICES AGREEMENT:

- **Service Descriptions and Statements of Work:** Service Descriptions or Statements of Work for all applicable services will be added as Attachments to the Master Services agreement to detail the equipment, solution, and/or service being provided by Ritter Communications to customer.



- **Sales Quotes:** Sales Quote documents will be attached to the Master Services Agreement to detail pricing for each and every equipment, solution, and/or service provided by Ritter Communications to the Customer.
- **Service Level Agreements:** For applicable products and services, Ritter Communications may provide detailed Service Level Agreements (SLA) to the Customer as Attachments to the Master Services Agreement at the time of contract execution.
- **Acceptable Use Policy:** All Internet related services provided by Ritter Communications to Customer will be subject to all applicable terms set forth by the Ritter Communications Acceptable Use Policy (AUP) available by request from Ritter Communications, or by access at <http://getritter.info/terms-and-policies/>
- **Additional Attachments:** Any additional Attachments to this Master Services Agreement will be subject to approval and execution by both Ritter Communications and Customer and will be subject to all applicable Terms as set forth by this Agreement.

ENTIRE AGREEMENT: This Agreement and the applicable tariff provisions are the complete agreement between the parties concerning its subject matter and replaces any prior oral or written communications between them. Except for prior obligations of confidentiality and/or nondisclosure, there are no conditions, understandings, agreements, representations, or warranties, expressed or implied which are not specified in this Agreement and the applicable tariff. Neither the course of conduct between the parties nor trade practice shall act to modify any provisions of this Agreement. The Agreement and all matters relating to the validity, construction, performance and enforcement are governed by applicable federal law, the rules and regulations of the FCC and applicable laws, regulations or ordinances for the state and local areas where Service is provided. This Agreement can only be modified by a written document executed by the parties.

Agreeing to be bound by its terms, Customer and Company have caused this Agreement to be executed by their respective duly authorized representatives on the dates written below their names.

Ritter Communications

Customer:

Signature: Scott V. Roberson

Signature: _____

Printed Name: Scott V. Roberson

Printed Name: _____

Position Title: Account Executive

Position Title: _____

Date: 8/20/2015

Federal ID#: _____

SS#: _____

Date: _____

General Terms and Conditions

1. TERM COMMITMENT:

Customer agrees to the Term Commitment as stated in the Master Service Agreement (TERM COMMITMENT) and early termination fees will apply. The rates set out on the attached Sales Quote are based on the Term Commitment.

2. RATES: The Company's charges for the Products are as specified in the applicable tariff and on Customer's Sales Quote (Rates). Because Customer agrees to a Term Commitment, throughout the Term of this Agreement, the Sales Quote may reflect and the Customer may receive a discounted rate based upon the length of such Term commitment. Such discounts vary according to specific products and services and Term Commitments. Customer agrees to pay any and all applicable federal, state, and local taxes (however designated) levied upon Company and our affiliates in connection with the sale, installation, use, or provision of the Services, Products and CPE including amounts that Company or its affiliates are required by governmental or quasi-governmental authorities to collect from or to pay to others in support of statutory or regulatory programs, including universal service fees, 911/E911 surcharges, telecommunications relay service surcharges, franchise fees, right-of-way fees, number portability fees, etc. If Customer is tax-exempt under federal or state law, it may submit to Company a valid tax-exempt certificate, and Company will not assess the applicable tax to Customer. Customer agrees to notify Company if its tax-exempt status changes during the term of this Agreement.

3. EARLY TERMINATION

PENALTY: If Customer decides to terminate a Product or Service prior to the end of the Term, Customer will be subject to early termination charges equal to the number of months remaining in the Term multiplied by the monthly rate for the Product plus all non-recurring charges. A particular Product or Service may be provisioned through a third-party. If that is the case, Customer will be charged and will pay all costs incurred by the Company from such third-party that are caused by Customer's early termination. Customer shall be obligated to pay all such charges within thirty days of Customer's notice of termination.

All termination requests must be submitted in writing to the Company at least 30 days prior to the requested

termination date. Billing for Services will terminate 30 days from the receipt of the written termination request.

4. RENEWAL: Following the initial Term Commitment, all agreed services will continue on a month-by-month basis unless services are otherwise cancelled by the Customer or the Agreement is renewed. Any services continuing on a month-to-month basis may be subject to month-to-month rates dictated by Ritter Communications and/or applicable tariffs.

5. PAYMENT: Unless otherwise provided in the attached Sales Quote, Customer will be billed monthly. The first bill will include all non-recurring charges, recurring charges for the first full month, any additional charges incurred as a result of any special requests from Customer (such as expedite charges) and the pro-rated amount for Products/Services provided during installation. Customer will be billed for all applicable taxes and fees. Customer will not be billed for taxes that are based on the Company's net income.

Customer agrees to pay all charges within thirty days of the date of the Company's invoice to customer ("Due Date"). Customer shall pay interest on payments made following the Due Date at the rate of one and a half percent or the maximum rate allowed by law. If the Customer's check is returned by Customer's bank, Customer does not pay all undisputed amounts by the Due Date, the Company reserves the right to disconnect Services and refuse to continue to provide the Products and Services.

Company also reserves the right to bill Customer retroactively for any services not previously billed by the Company.

6. BILL DISPUTES: For other than Product or Service Outages, Customer will have up to ninety days (commencing five days after the date of the Company's bill) to initiate a dispute over charges or to receive credits, if applicable. The applicable Product Attachment will contain remedies for Product or Service Outages. To dispute a bill, Customer must send to the Company a written itemized description of the specific charges being disputed by Customer. The Company must receive this information prior to the date set above. Customer agrees to pay all charges by the Due Date not specifically itemized in such written notice of dispute. Credits for Service Outages will be based on the applicable tariff and the Product Attachment.

7. USE OF SERVICES:

Customer agrees to independently assess Customer's need for the Products and Services. Customer agrees to indemnify the Company and to hold Company harmless from any and all claims resulting from the Customer's negligence or misuse of the Products, which causes damage to the Customer, the Company's other customers, or any third party. This indemnification also extends to any utility company that the Company may use to provide Products.

The Company's corporate Acceptable Use Policy ("AUP") governs use of many of the Company's Products and Services. The Company's AUP discusses policies including security, email, Usenet, and copyright. Customer agrees to fully comply with AUP. The Company's AUP for Internet Services may be viewed at <http://getritter.info/terms-and-policies/>. The Company's AUP is dynamic and is modified from time-to-time without prior notice to Customer. At any time, Customer may also send a written request for the most recent copy of the AUP. Violation of the Company's AUP by Customer or any of Customer's end users may result in immediate termination of the Agreement and/or discontinuation of Products or Services.

8. BANDWIDTH: The Products and Services may be provided in conjunction with a third-party, or Customer communications may travel outside of the Company's network. The Company does not guarantee bandwidth or port speed for circuits and connections outside of the Company's network.

9. UPGRADES: If Customer upgrades the Products before the end of Term, no early termination penalty will be charged. Customer may be required to purchase the upgrade under a new Term Commitment.

10. CUSTOMER PREMISE

EQUIPMENT: Along with the Products, the Company may rent or sell to Customer standard Customer Premise Equipment ("Standard CPE"). Standard CPE will either be located at the Company's facility or at Customer's premises. Standard CPE only includes equipment manufactured by vendors with whom the Company has an established business relationship.

All CPE that Customer rents from us will be made available for Customer's use only for the Term of this Agreement ("Rented CPE"). Customer has no property rights in the Rented

General Terms and Conditions

CPE. The Company reserves the right to replace any Rented CPE at the Company's expense and with minimal interruption to the Services.

11. AUTHORITY: Customer represents and warrants that it is the owner of, or a tenant in, the premises where the Service is to be provided and has authority to enter into this Agreement and abide by its terms. Customer agrees to indemnify and hold us harmless from any claims arising from a breach of the previous sentence.

12. SUBSCRIBER PRIVACY NOTICE: As a subscriber, Customer is entitled under Federal law to certain privacy notices, including a Customer Proprietary Network Information privacy notice. Company includes its subscriber privacy notices in the package of information provided to Customer when Customer activates Service. If Customer desires additional copies of the privacy notice, please contact a customer service representative to have a notice sent to Customer.

13. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Arkansas, without regard to Arkansas conflict of law principles, and the parties agree that any appropriate state or district court serving Craighead County, Arkansas, shall have exclusive jurisdiction over any case or controversy arising hereunder, and Customer hereby consents to the personal jurisdiction of all such courts over Customer.

14. TARIFF: Customer recognizes, understands and agrees that Tariffs on file with the Arkansas Public Service Commission or Tennessee Regulatory Authority, depending on the state in which services are provided, are applicable to various services and products provided herein.

15. LIMITATIONS: COMPANY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS TO ANY PRODUCTS, EQUIPMENT OR SERVICES PROVIDED UNDER THIS AGREEMENT. IN NO EVENT SHALL COMPANY BE LIABLE FOR INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES FROM WHATEVER CAUSE, INCLUDING BUT

NOT LIMITED TO LOSS OF BUSINESS, LOSS OF PROFITS OR LOSS OF WAGES. THE SERVICE AND PRODUCTS ARE SUBJECT TO THE TERMS AND LIMITATIONS OF ANY APPLICABLE TARIFF. TO THE EXTENT COMPANY'S PRODUCT OR SERVICE IS NOT TARIFFED THEN THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED AND COMPANY DOES NOT WARRANT THAT THE PRODUCT OR SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, PROVIDE UNINTERRUPTED USE, OR OPERATE AS REQUIRED, WITHOUT DELAY, OR WITHOUT ERROR. NEITHER THE COMPANY NOR ITS SERVICE PROVIDERS WARRANT THAT ANY COMMUNICATIONS WILL BE TRANSMITTED IN UNCORRUPTED FORM. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY EXCLUDED. NOTHING CONTAINED HEREIN IS MEANT TO LIMIT THE SCOPE OR REMEDIES UNDER AN APPLICABLE TARIFF FOR TARIFFED SERVICE.

16. "UP TO" INTERNET SPEEDS: Access speeds for internet packages deemed "up to" may vary and are not guaranteed. The speeds quoted are the maximum rates by which downstream Internet access data may be transferred between Company's facilities and the network interface device at Customer's premise. The maximum rate is not guaranteed and may vary. The quoted speeds should not be confused with the speed at which Customer's modem receives and sends Internet access data through the public internet as such speeds are impacted by many factors beyond Company's control. Actual internet speeds vary due to many factors including the capacity or performance of Customer's computers or modems and their configuration, Customer's wiring and any wireless configuration, Customer's destination and traffic on the Internet, Customer's internal network or other factors at the internet site with which Customer is communicating.

17. SECURITY: Customer is responsible for securing its network, Customer premises equipment, modems, voice mail systems and other

Customer equipment from unauthorized access and to assure that it is not used in any fraudulent, unauthorized or unlawful manner, whether by Customer's employees or third parties, including but not limited to accessing outbound services through the use of any voice mail system. Customer is responsible for establishing adequate passwords, securing passwords and changing passwords that allow access to its service, voicemail system and equipment, including changing passwords when necessary due to employees leaving the Customer. Customer is responsible for any and all costs and charges, including long distance and toll charges associated with such usage including any fraudulent, unauthorized or unlawful usage or failure to secure, including by adequate password protection, its network, voice mail system, Customer premises equipment, modems or other Customer equipment.

Customer Initials

Date



Legislation Details (With Text)

File #:	ORD-15:053	Version:	1	Name:	Authorizing Dr. Coleman to conduct business with the city
Type:	Ordinance	Status:		Status:	First Reading
File created:	9/18/2015	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	ORDINANCE AUTHORIZING A MEMBER OF THE JONESBORO CITY COUNCIL TO CONDUCT BUSINESS WITH THE CITY OF JONESBORO, ARKANSAS AND DECLARING AN EMERGENCY				
Sponsors:	Grants				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
9/29/2015	1	Finance & Administration Council Committee		

ORDINANCE AUTHORIZING A MEMBER OF THE JONESBORO CITY COUNCIL TO CONDUCT BUSINESS WITH THE CITY OF JONESBORO, ARKANSAS AND DECLARING AN EMERGENCY WHEREAS, Ark. Code Ann. §14-42-107 and 24 CFR §570.611 provide that interest in office or contracts is prohibited by any alderman, council member, official or municipal employee, and

WHEREAS, Charles Coleman serves as the Board Member of Hispanic Community Services, Inc. (HCSI) which provides social, legal, health services, and educational programs to the Latino community and all residents of the surrounding neighborhoods, and

WHEREAS, Charles Coleman serves as the Board Member of North Jonesboro Neighborhood Initiative (NJNI) which serves to engage and involve low income and marginalized residents in city of Jonesboro, and

WHEREAS, Charles Coleman agrees to abstain from voting on matters relative to CDBG funding related to all parties involved, and

WHEREAS, special permission must be granted by the Jonesboro City Council of Jonesboro, Arkansas for HCSI and NJNI to provide services to the City of Jonesboro.

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

Section 1: The City Council for the City of Jonesboro, Arkansas has been aware of the above mentioned services provided by Charles Coleman, HCSI, and NJNI and gives special permission for HCSI and NJNI to continue to provide such services to the City of Jonesboro, Arkansas.

Section 2: Due to the need to meet Legislative mandates as required by Ark. Code Ann. §14-42-107 and 24 CFR §570.611 an emergency is declared to exist and this ordinance shall take immediate effect with its passage and approval.



Legislation Details (With Text)

File #:	ORD-15:039	Version:	1	Name:	Amend the Street Improvement Drainage Program Manual
Type:	Ordinance	Status:		Status:	Second Reading
File created:	8/5/2015	In control:		In control:	Public Works Council Committee
On agenda:		Final action:			
Title:	AN ORDINANCE TO AMEND THE STREET IMPROVEMENT DRAINAGE PROGRAM MANUAL AND CREATE ADDITIONAL STREET SPECIFICATIONS				
Sponsors:	Engineering				
Indexes:	Policy - creation/amendment				
Code sections:					
Attachments:	DI-6 DI-7				

Date	Ver.	Action By	Action	Result
9/15/2015	1	City Council		
9/1/2015	1	Public Works Council Committee		

AN ORDINANCE TO AMEND THE STREET IMPROVEMENT DRAINAGE PROGRAM MANUAL AND CREATE ADDITIONAL STREET SPECIFICATIONS

WHEREAS, the City of Jonesboro Engineering Department desires to amend the City of Jonesboro Street Improvement Program Drainage Manual adopted by Ordinance #2667.

WHEREAS, the City of Jonesboro held a contest for a new stormwater manhole cover design for the City. The Stormwater Management Board reviewed all entries and selected the winning entry.

WHEREAS, the Stormwater Management Board desires to adopt the winning stormwater manhole cover design to be used as an alternate to the standard cover design.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS THAT:

SECTION 1: That the Street Improvement Program Manual is amended as follows:

Drawing No. DI-6 is to be replaced with the attached DI-6 (March 2015) to match current production specifications for structures not subject to vehicular traffic and to show alternate manhole cover design.

Drawing No. DI-7 is to be inserted in the Manual for structures subject to vehicular traffic or placed in street right-of-way and to show alternate manhole cover design.

SECTION 2. That the Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to adopt the above referenced changes to the Street Improvement Program Manual.



City Of Jonesboro

MANHOLE COVER
TYPE I
RING AND COVER

DRAWING NO.

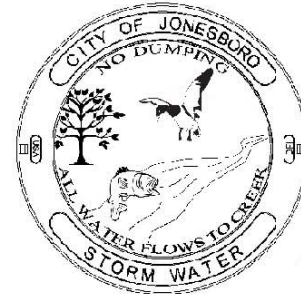
DI-6

PAGE

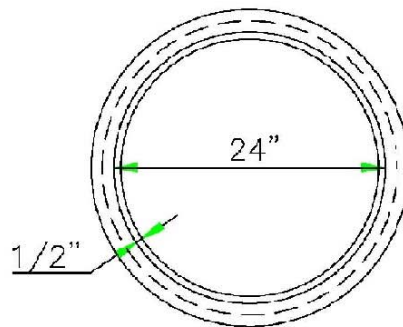
1 OF 1

APPROXIMATE WEIGHTS

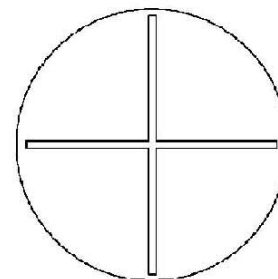
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COVER - 62 LBS



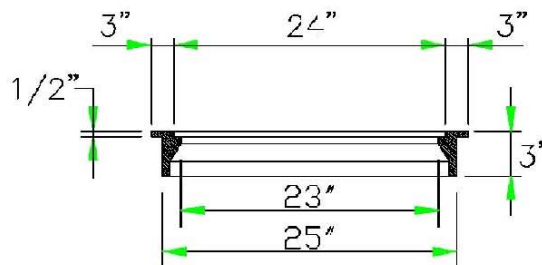
ALTERNATE TOP VIEW



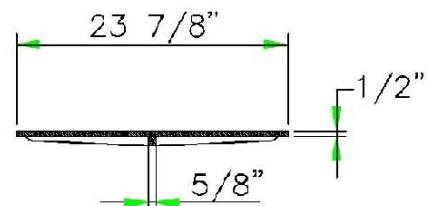
PLAN



BOTTOM VIEW



SECTION



SECTION

TYPE I RING AND COVER

N.T.S.

NOTE:

TYPE I FRAME AND COVER PERMITTED ONLY ON STRUCTURES NOT SUBJECT TO VEHICULAR TRAFFIC.

HEW/CFM MHCVR-A (REF=MH-COV-A) 951941 9-14-95

APPROVED BY:

CITY ENGINEER

ISSUED:

AUGUST, 1995

REVISED:

MARCH, 2015



City Of Jonesboro

MANHOLE COVER

HEAVY DUTY RING AND COVER

DRAWING NO.

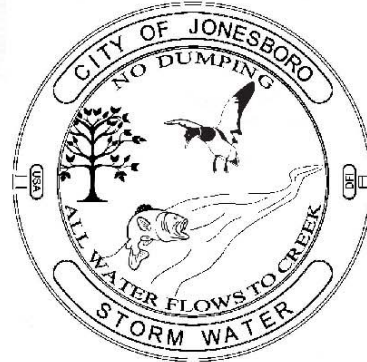
DI-7

PAGE

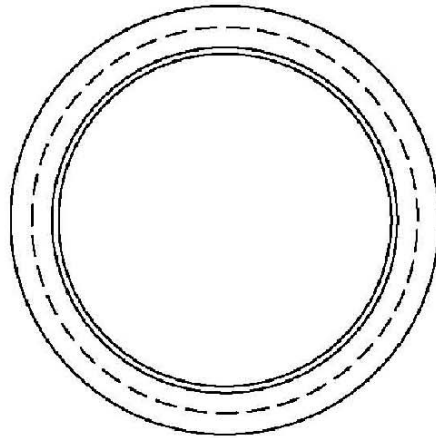
1 OF 1

APPROXIMATE WEIGHTS

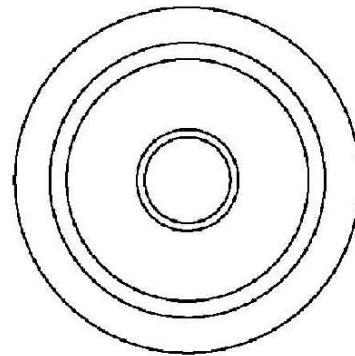
RING - 135 LBS
COVER - 132 LBS



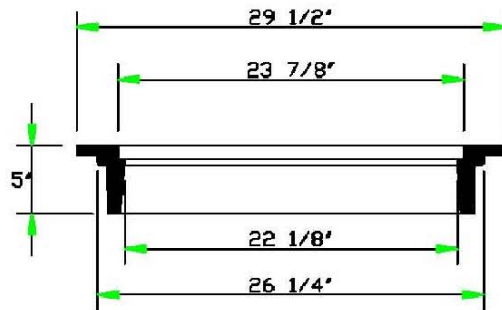
ALTERNATE TOP VIEW



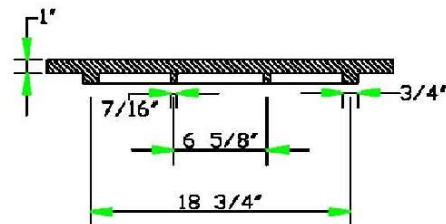
PLAN



BOTTOM VIEW



SECTION



SECTION

HEAVY DUTY RING AND COVER

N.T.S.

STANDARD

HEW/CFM MHCORV-A (REF=MH-COV-A) 951941 9-14-95

APPROVED BY:

CITY ENGINEER

ISSUED:

MARCH 2015

REVISED:



Legislation Details (With Text)

File #: ORD-15:048 **Version:** 1 **Name:** Rezoning at 2506 & 2510 Johnson Avenue
Type: Ordinance **Status:** Third Reading
File created: 8/25/2015 **In control:** City Council
On agenda: **Final action:**
Title: AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM C-3 LUO TO PD-RM FOR PROPERTY LOCATED AT 2506 AND 2510 JOHNSON AVENUE AS REQUESTED BY JAMES CARR AND WILLIS & CAROLINE GRAY

Sponsors:

Indexes: Rezoning

Code sections:

Attachments: [Plat](#)
[MAPC Report](#)
[Zimmer Development Company Profile](#)
[Asset Campus Housing Portfolio](#)
[Asset Campus Housing Management Summary](#)

Date	Ver.	Action By	Action	Result
9/15/2015	1	City Council		
9/1/2015	1	City Council	Held at one reading	Pass

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

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

PART OF LOTS 5, 6 AND 7 OF HANNAH WEBB SUBDIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 4 EAST, AND A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT6 OF HANNAH WEBB SUBDIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS: THENCE SOUTH 89°58'34" EAST ALONG THE NORTH LINE OF LOTS 6 AND 7 OF HANNAH WEBB SUBDIVISION, AFORESAID, 404.45 FEET: THENCE SOUTH 00°48'58" WEST DEPARTING SAID NORTH LINE, 1224.24 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF ARKANSAS HIGHWAY #49: THENCE ALONG SAID RIGHT OF WAY LINE AS FOLLOWS: SOUTH 58°32'48" WEST 89.59 FEET, NORTH 31°27'12" WEST 40.00 FEET, SOUTH 58°32'48" WEST 156.68 FEET TO A POINT ON THE SOUTH LINE OF LOT 6 HANNAH

WEBB SUBDIVISION, AFORESAID: THENCE CONTINUE ALONG SAID HIGHWAY #49 RIGHT OF WAY LINE AS FOLLOWS: SOUTH 58°32'48" WEST, 76.32 FEET: THENCE SOUTH 31 27'12" EAST, 60.00 FEET: THENCE SOUTH 58°32'48" WEST, 115.30 FEET: THENCE NORTH 27°44'48" WEST, DEPARTING SAID RIGHT OF WAY LINE 171.12 FEET TO THE SOUTH LINE OF LOT 5 OF HANNAH WEBB SUBDIVISION, AFORESAID: THENCE SOUTH 89°59'21" WEST ALONG THE SOUTH LINE OF SAID LOT 5, 183.92 FEET: THENCE NORTH 00°51'16" EAST DEPARTING FROM SAID SOUTH LINE, 658.44 FEET: THENCE SOUTH 89°54'31" EAST, 220.02 FEET TO THE WEST LINE OF LOT 6 OF HANNAH WEBB SUBDIVISION, AFORESAID: THENCE NORTH 00°51'16" EAST ALONG THE WEST LINE OF LOT 6 OF HANNAH WEBB SUBDIVISION, AFORESAID, 660.48 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 683,705 SQ. FT. OR 15.70 ACRES, MORE OR LESS.

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

SECTION II: The requested rezoning Classification is further restricted as follows:

1. The proposed site shall satisfy all requirements of the City Engineer, and satisfy 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 Johnson Ave. upon any future redevelopment of the site.
4. The property shall be redeveloped under the RM-16 District standards with a maximum of 240 units.
5. The owner agrees to make a best-faith effort to coordinate with the Arkansas Highway Department to provide for a crosswalk on Johnson Ave. and with ASU to extend connectivity along the west side of University Loop for student pedestrian safety.
6. Perimeter fencing shall be provided and shown on the final site plan. Provisions and details on gated entry shall be provided to the MAPC addressing adequate vehicular stacking and accidental re-exit.
7. Open space shall be provided and maintained at a minimum of 15% of the total acreage.
8. A management/security detail operational plan shall be provided to the MAPC as part of the final site plan which shall illustrate procedures for on-site management.

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

SECTION IV: The City Clerk is hereby directed to amend the official zoning district boundary map of the City of Jonesboro, Arkansas, insofar as it relates to the lands described hereinabove so that the zoning classification of said lands shall be in accordance with the provisions of this Ordinance.

DESCRIPTION

PART OF LOTS 5, 6 AND 7 OF HANNAH WEBB SUBDIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 4 EAST, AND A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 6 OF HANNAH WEBB SUBDIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 89°58'34" EAST ALONG THE NORTH LINE OF LOTS 6 AND 7 OF HANNAH WEBB SUBDIVISION, AFORESAID, 404.45 FEET; THENCE SOUTH 00°48'58" WEST DEPARTING SAID NORTH LINE, 1224.24 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF ARKANSAS HIGHWAY #49; THENCE ALONG SAID RIGHT OF WAY LINE AS FOLLOWS: SOUTH 58°32'48" WEST 89.59 FEET, NORTH 31°21'12" WEST 40.00 FEET, SOUTH 58°32'48" WEST 156.68 FEET TO A POINT ON THE SOUTH LINE OF LOT 6, HANNAH WEBB SUBDIVISION, AFORESAID; THENCE CONTINUE ALONG SAID HIGHWAY #49 RIGHT OF WAY LINE AS FOLLOWS: SOUTH 58°32'48" WEST, 16.32 FEET; THENCE SOUTH 31°21'12" EAST, 60.00 FEET; THENCE SOUTH 58°32'48" WEST, 15.30 FEET; THENCE NORTH 21°44'48" WEST, DEPARTING SAID RIGHT OF WAY LINE 171.12 FEET TO THE SOUTH LINE OF LOT 5 OF HANNAH WEBB SUBDIVISION, AFORESAID; THENCE SOUTH 89°59'21" WEST ALONG THE SOUTH LINE OF SAID LOT 5, 183.92 FEET; THENCE NORTH 00°51'16" EAST, DEPARTING FROM SAID SOUTH LINE, 658.44 FEET; THENCE SOUTH 89°54'31" EAST, 220.02 FEET TO THE WEST LINE OF LOT 6 OF HANNAH WEBB SUBDIVISION, AFORESAID; THENCE NORTH 00°51'16" EAST ALONG THE WEST LINE OF LOT 6 OF HANNAH WEBB SUBDIVISION, AFORESAID, 660.48 FEET TO THE POINT OF BEGINNING. CONTAINING IN ALL 683.705 SQ. FT. OR 15.70 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

OWNER'S CERTIFICATION

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF PROPERTY AS DESCRIBED HEREON AND THAT WE REQUEST THE REZONING OF SAID PROPERTY AS NOTED.

JAMES CARR, OWNER
WILLIS GRAY, OWNER

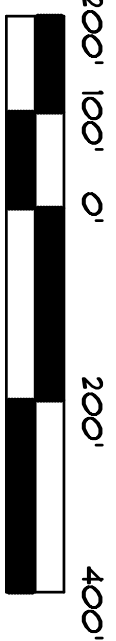
LEGEND

- = BOUNDARY LINE
- = ADJACENT LOT LINES
- = EASEMENT LINES
- = FOUND IRON PIPE

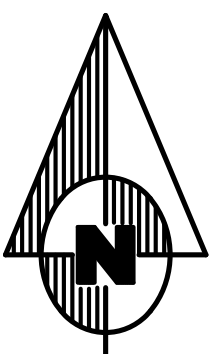
SURVEYOR'S NOTES

1. THIS REZONING PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF JAMES CARR AND WILLIS GRAY AND IS NOT ASSIGNABLE.
2. THE FOLLOWING DOCUMENT WAS USED TO CONDUCT THIS SURVEY:
 - A. A BOUNDARY SURVEY BY ASSOCIATED ENGINEERING AND TESTING, LLC FOR JAMES CARR DATED 09/26/07.
 - B. A WARRANT DEED AS RECORDED IN THE PUBLIC RECORDS IN DEED RECORD BOOK 479, PAGES 275-276.

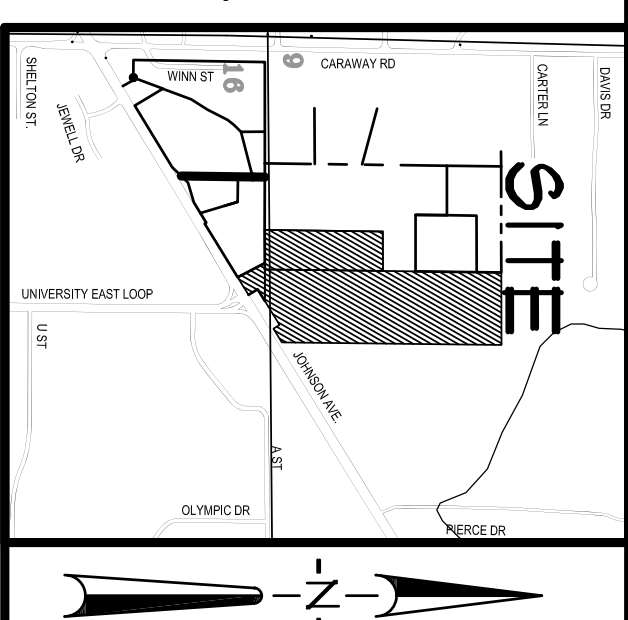
GRAPHIC SCALE



IN FEET



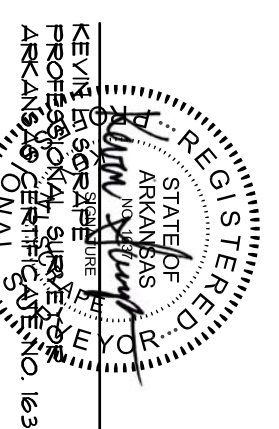
BEARING BASIS
ARKANSAS STATE PLANE GRID COORDINATES
NORTH ZONE



SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT ASSOCIATED ENGINEERING AND TESTING, LLC HAS THIS DATE MADE A BOUNDARY SURVEY OF THE ABOVE DESCRIBED PROPERTY AS SHOWN HEREON AND THAT SAID SURVEY IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THERE ARE NO APPARENT ABOVE GROUND ENCROACHMENTS OTHER THAN AS SHOWN OR STATED HEREON AND THAT THIS SURVEY WAS MADE IN ACCORDANCE WITH THE "ARKANSAS MINIMUM STANDARDS FOR PROPERTY SURVEYS AND PLATS" IN EFFECT ON THIS DATE.

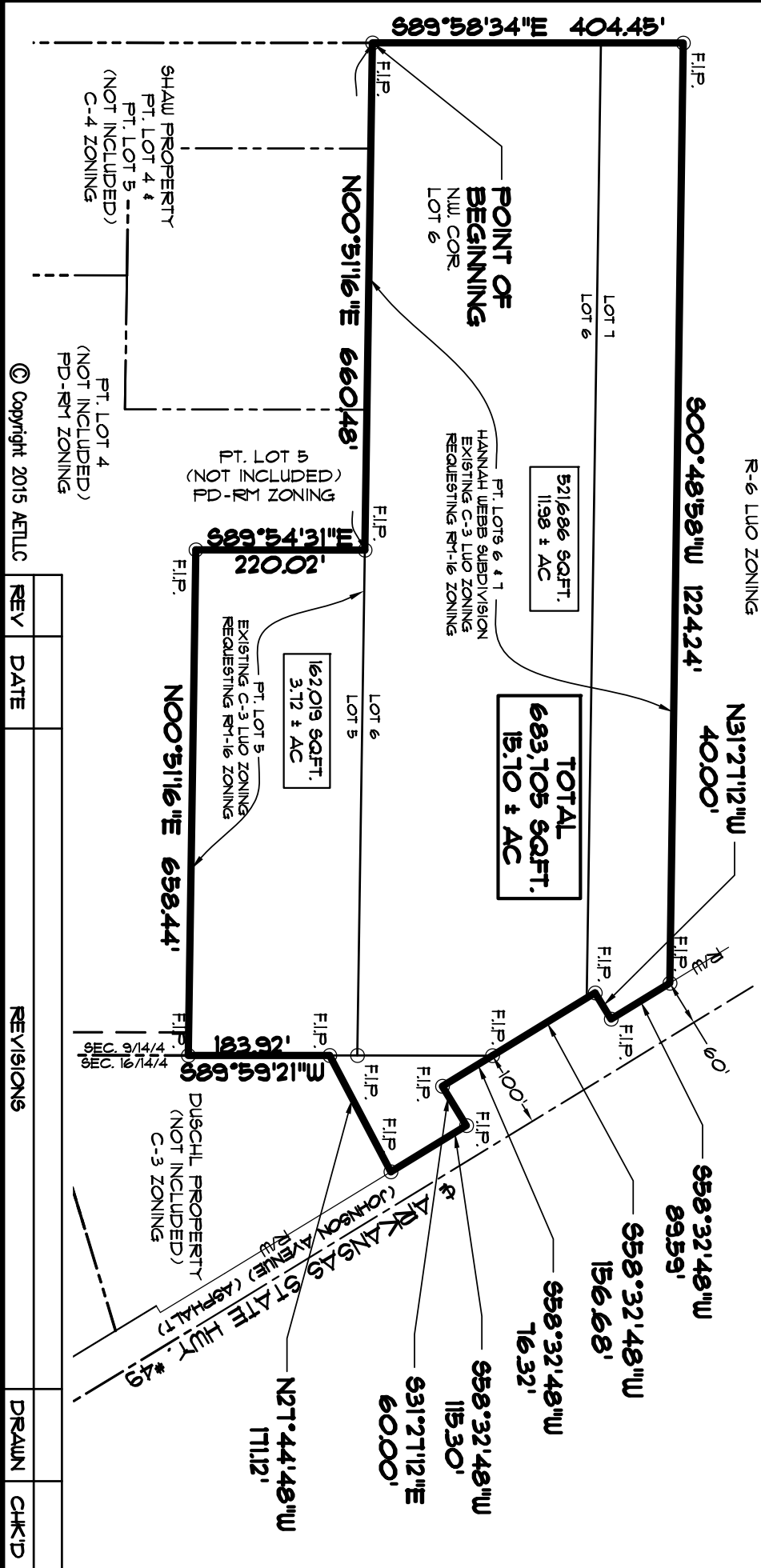
DATE OF BOUNDARY SURVEY: 07/13/2009



NOTE: TO BE VALID, COPIES MUST HAVE ORIGINAL SURVEYOR'S SIGNATURE AND SURVEYOR'S SEAL.

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

REZONING PLAT
JAMES CARR AND WILLIS GRAY
JONESBORO, ARKANSAS



REV	DATE	REVISIONS	DRAWN	CHK'D	SCALE: 1" = 200'	DWG#:	SHEET
							1 OF 1



City of Jonesboro City Council
Staff Report – RZ 15-12- 2506 and 2510 Johnson Ave. Rezoning
Municipal Center - 300 S. Church St.
For Consideration by the Council on Tuesday, September 1, 2015

REQUEST: To consider a rezoning of the land containing 15.7 acres more or less.

PURPOSE: A request to consider recommendation to Council for a rezoning from “C-3, L.U.O.”, Commercial District to “PD-RM” Multi-Family Planned Development.

APPLICANTS/ OWNER: **Zimmer Development Company**, 111 Princess St., Wilmington, NC
James D. Carr, Cordova, TN / **Willis/Caroline Gray**, Maumelle, AR

LOCATION: **2506 and 2510 Johnson Ave., Jonesboro, AR 72401**

SITE DESCRIPTION: **Tract Size:** Approx. 15.7 (+/-) Acres (Approx. 683,705 sq. ft.)
Street Frontage: 361.57 ft. on Johnson Ave.
Topography: Rolling Topography, wooded.
Existing Development: Single Family Home, small and large tree mass.

SURROUNDING	<u>ZONE</u>	<u>LAND USE</u>
CONDITIONS:	North: R-1	Vacant Undeveloped Land, Single Family Homes
	South:	Arkansas State University
	East: RM-6 LUO	Multi-Family Apartments
	West: PD-RM/C-4	Multi-Family Apartments, Cell Tower

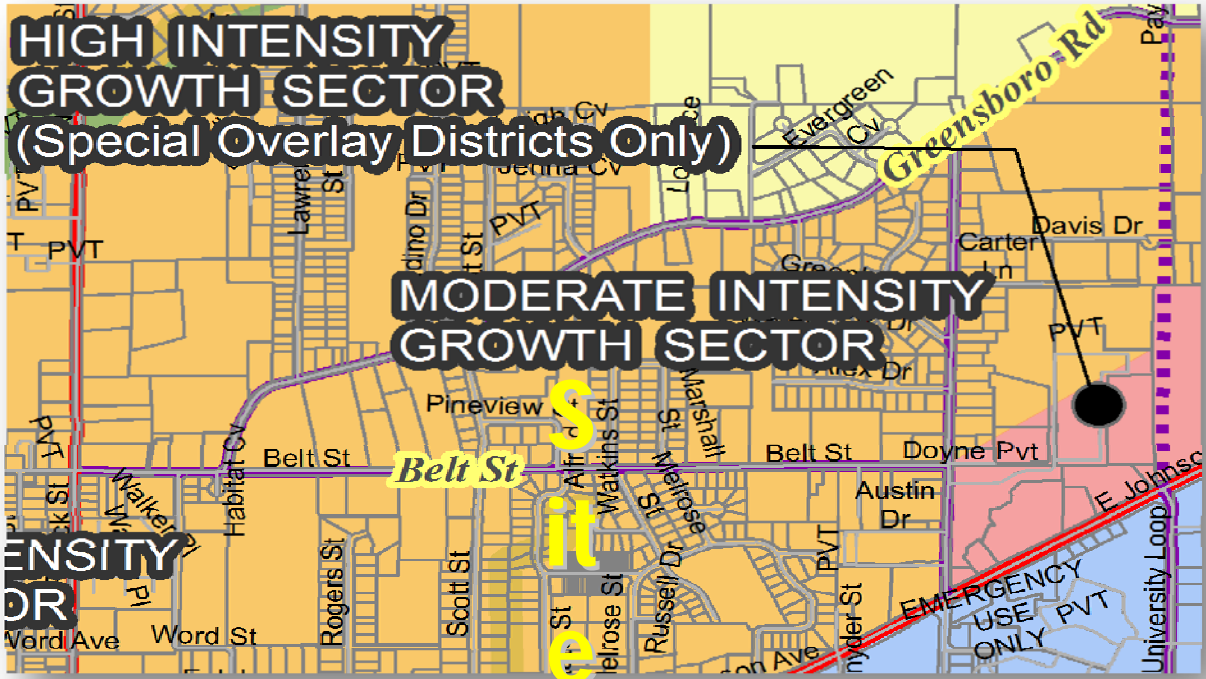
HISTORY: Rezoned to C-3 L.U.O. by ORD 09-054 on 9/15/2009.

ZONING ANALYSIS

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

COMPREHENSIVE PLAN FUTURE LAND USE MAP

The currently adopted Land Use Plan recommends the current site High Intense Growth Sector. Consistency is achieved with the current and the future/proposed development. Land to the West and East currently accommodates multi-family dwellings.



Adopted Future Land Use Map






Master Street Plan/Transportation

The subject property is served by Johnson Avenue on the Master Street plan, which is classified as a Major Arterial, which requires a 60 ft. right-of-way to road centerline (120 ft. total right-of-way). The rezoning plat shows compliance.

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 RM-16 District rezoning is not consistent with the Future Land Use Plan, which is categorized High Intense Growth Sector.	
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	The proposal achieves consistency with the purpose of Chapter 117, as a Planned District. The applicant proposes an ultimate build out of 240 units on 15.7 acres which equates to a gross density of less than 16 units per acre (@251 units).	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	Compatibility is achieved. An identical development exists to the west, which promotes additional housing for students off campus.	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;	Suitability is not an issue if development controls are in place to promote good access management; This area is trending with mixed commercial/attached housing.	
(e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property;	The applicant has stated that there would be no negative impact on nearby property. The impact on odor, noise light, vibration would be very minimal since it is a continuation of adjacent site's zoning. Pedestrian safety access is a major issue and challenge and should be addressed by the applicant.	
(f) Length of time the subject property has remained vacant as zoned, as well as its zoning at the time of purchase by the applicant; and	The property is majority vacant land that has never been developed other than one single family home which is not the highest and best use.	
(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 impacts, utilities are present. The applicant has proposed a plan to include open space and other site amenities.	

ILLUSTRATIVE PLAN FOR
UNIVERSITY WOODS
JONESBORO, AR



ZIMMER
DEVELOPMENT COMPANY

Staff Findings:

The applicant/developers (Zimmer Development Company) propose to construct upscale student housing for ASU students, given the proximity to campus (across Johnson) and consistent with surrounding multi-family and commercial development at a density level of not more than 16 units per acre through a planned development (PD-RM) process. The applicant states that the proposed development will address and provide unmet needs for student housing adjacent to the ASU campus.

According to the applicant's agent, since the property was rezoned to C-3, L.U.O, six years ago, efforts to develop the property as a commercial node have been unsuccessful. With the multi-family development on both sides of the subject tract, and the desire for a developer to purchase the property for an upscale student housing development, the proposed rezoning is consistent with the highest and best use of the property.

Amenities:

A detention pond is located in the rear; and a retention pond in the front area may be provided with a water feature.

The Concept Plan illustrates 10-apartment unit buildings, to be divided into two phases. Phase 1 will consist of the first 6- buildings on the most-southern portion of the site, including a clubhouse, swimming pool, and fitness gym, café, and study rooms. Phase II will include the remaining 4 buildings having 24 units in each, totally 240 student housing apartment units. Unit styles include 2-bedroom and 4-bedroom varieties situated directly across from University Loop access to Arkansas State University. The nearest

building to the property line in the rear is over 200 ft. in distance from the closest residential property. The project will be completely fenced and gated. Pedestrian sidewalk connectivity is addressed in the conceptual plan to extend it to University Loop, to provide a safe crossing for the students. Future coordination is planned with the Arkansas Highway Department to provide for a crosswalk on Johnson Ave.

Neighborhood Meeting Held:

Twelve (12) surrounding neighbors appeared and gave comment and concerns about broken promises (detention pond issues were mentioned) of the adjacent development to the west which has a similar concept. Management was present and addressed issues. Previous issues of noise and policing issues of the past were also mentioned. The attendees requested more buffering and landscaping to be provided as part of this proposal. The project team went back and added significant landscaping and if adopted and approved they are willing to do whatever is requested.

Access Management:

An emergency break-thru entrance (eastern side) has been provided at the request of City reviewing staff to address secondary access requirements of the building codes. Being located on a major arterial lane state highway (Johnson), across the street from ASU and surrounded by existing multi-family developments to the east and west, the applicant states that there will be no adverse impact on property values, odor, noise, light or hours of use and the developer will comply with all state, federal and local drainage requirements.

Zoning Code Density Analysis:

The applicant has requested a change to the PD-RM at 16 units per acre. This could have a gross resultant of 251 units, where 240 units are proposed.

<i>Zoning Classification</i>	<i>Minimum Lot Width (in feet)</i>	<i>Minimum Lot Area</i>	<i>Front Setback (in feet)</i>	<i>Rear Setback (In feet)</i>	<i>Side Setback (in feet)</i>
RM-4	50	10,890s.f. per dwelling unit	20	15	7.5 each
RM-6	60	7,260s.f. per dwelling unit	20	15	10.0 each
RM-8	70	5,445s.f. per dwelling unit	25	20	10.0
RM-12	80	3,630s.f. per dwelling unit	25	20	15.0
RM-16	80	2,722s.f. per dwelling unit	25	20	15.0

Building Setbacks:

Minimum setbacks are far exceeded. Perimeter fencing is proposed. Additional screening and buffering should be installed where adjacent single family residential is to remain.

Required Parking:

The formula for required parking is as follows: 2.25 per two-bedroom unit; 3.00 per four-bedroom units. A final parking analysis shall be demonstrated during the Final Site Plan review.

MAPC Record of Proceedings: Public Hearing Held August 11, 2015:

Applicant: Attorney Don Parker, Agent:

Mr. Parker: Stated that he represents Zimmer Development Company out of Wilmington N.C. and the owners of 2 tracts- Mr. James Carr and Mr. & Mrs. Willis Gray who are asking for a rezoning from C-3 L.U.O., on 15.7 acres to a PD-M, Planned District.

Mr. Parker introduced the Zimmer Development Team: Emily Zimmer Moring, in-house council, Adam Tucker who will address you with more information on the project and background information about Zimmer.

Mr. Parker: On July 14, you may recall that I shared information about the Zimmer Development Company, in that they have a billion dollars in assets, over 245 projects in over 130 cities across the U.S., they have over 8 million sq. ft. of commercial retail space; and over 3,300 multi-family beds. **Mr. Parker** also noted that he provided info in the packet, referring to exhibits 4 & 5 of which the minutes from the neighborhood meeting.

From Texas, also with the team is: Stacey Lecoche, Senior Vice President of Asset Campus Housing Management, which is one of the largest student housing management companies in the U.S., with over 135 properties in over 75,000 beds under management. Ms. Lecoche handed out information on Asset Campus Housing.

Mr. Parker gave additional background information on Mr. Carr who owns 2510 E. Johnson, where he purchased with his father, the late O.L. Carr and his uncle, Mr. Bob Carr. Many of you remember Mr. O.L. Carr and his brother Elbert who both owned the formerly known Carr's Grocery Store. The Gray's own the neighboring tract.

Mr. Parker: Zimmer Development together with Mr. Carr and the Gray's are rezoning the property to the PD-RM. There is currently a house and shed at 2806, and the other property has remained vacant with no structures.

Mr. Parker: If approved by the MAPC and Council as PD-RM, it will be developed as an upscale housing off-campus project: 10 buildings with 240 units containing 720 beds, under the RM-16 District standards with a mix of two and four bedroom units, having private bathrooms in each unit, with a common living and kitchen area.

Mr. Parker: Zimmer plans to invest over \$20 million in this project. We held a neighborhood meeting on June 11, 2015 and 12 persons attended the meeting. There were a large number of concerns on problems the neighbors experienced when the Grove was developed, i.e. broken promises of what was approved by Council and the MAPC.

Mr. Parker made past references to the original company Campus Crest and previous issues.

Mr. Parker: Some of the issues discussed included: onsite landscaping, fencing, layout design to provide as much buffering to reduce noise. Attendees wanted more information on Zimmer Development and after the meeting Zimmer sent to all in attendance a complete packet. That information is attached to the agenda.

Mr. Parker: The proposed site plan was significantly modified to increase the landscape buffering around the perimeter of the property. As required, we contacted the Nettleton School District about the Multi-family zoning; however, we do not believe that there will be much of an impact on Nettleton School District being that this is an off-campus student housing project, which leases by the bed, and not by the unit.

Mr. Parker: While children are a protected class under Federal Law, students with children are

not the demographic attracted to this type of housing. Given the proximity to ASU, Zimmer believes that this property is best suited for an upscale student housing project. There are currently multi-family developments to the west and to the east fronting on Johnson Ave.. The City Staff has recommended 8 conditions of which we agree with all. The conditions were read by Mr. Parker. Connectivity of pedestrian sidewalks has been committed to by Dr. Hudson from ASU.

Mr. Parker: Adequate vehicular stacking as addressed by the City's Traffic Engineer Mark Nichols.

Mr. Adam Tucker, Zimmer Development stated that they are a family owned business with 25 employees. **Mr. Tucker:** The Zimmer family is not flashy and we fly under the radar. We let our work do the talking. He stated that there is a market here at ASU for this type of use.

Mr. Tucker: On-campus housing is adequate at ASU. But there is always that group of students that want to spread their wings and move off campus. The millennials want more; i.e. more amenities, more space, their own bathrooms, and walk-in closets. You will find these amenities at all major universities.

Mr. Tucker: We visited Fayetteville, AR and they have everything and more that we can ever provide. We met with 3 different departments at ASU here, to talk to them about our goals, and they have been receptive. They gave us comments on storm water which was an issue. We will have our engineers do that work; there are 2 ponds in place. The buffering is an issue of neighbors. If they want different things to improve buffering, we will do them. We tried to keep off the residential to the north. We will have a traffic study done to study the vehicle stacking and the need for right-turn lanes, etc. We really don't do a lot of those things until the zoning occurs, so that we don't get ahead of ourselves. The project will be done in 2 phases; the first 6 buildings close to Johnson will have 144 units with 432 beds; and, the 2nd phase will be the 4 buildings with 96 units and 288 beds. Timing is dictated by how well the first phase does. We had a market study done and there is a demand.

Mr. Tucker: We talked to the university and they stay at 98% leased. The freshmen are required to live on campus so we don't look for those. We look at what the market is and that is what we per-forma; we don't try to over sell ourselves.

Ms. Stacey Lecoche, Senior Vice President of Asset Campus Housing Management presented to the Commission noting that they are the largest privately owned Off-Campus Housing Management Company in the nation; They have had the family business for over 30 years started by Mike McGraft, who has no intentions on selling the company. His son is the Vice-President. We manage 75,000 beds in 35 states and 90 cities.

Mr. Scurlock: Commented on the concept with renting-by-the-bed. If 4 people agree to share an apartment and if 3 of them decide to go out west to play Cowboys and Indians, do they have to put up with who you put back in the unit?

Ms. Lecoche explained that they are responsible for their own bed space. They have lease guarantors. We do roommate matching and some come in as groups. If they don't have a roommate, we do room matching where 10-12 bench mark questions are used to group similar personalities. It is not a joint leasing liability.

Subletting was discussed. **Ms. Lecoche:** We call it re-assignments, because some have to leave school early. Before they are allowed to sublet, whoever they find will have to go through the same background check process as the original lease holder.

Ms. Lecoche: We run credit worthiness as part of the application. Most students do not qualify; this triggers the guarantors' policy because a 5—1 income to rent ratio is required. A criminal

background screening is also run.

Ms. Lecoche: Campus Crest management style was different than how this will be. She stated that she oversees about 30-40 properties. Campus Crest had a more of a global issue, from a senior issue at the corporate level, and it has trickled down to their local staff level.

Ms. Lecoche: We have town hall meetings and we do not have a “red solo” cup as our mascot. We do not condone alcohol use at our common site area. We do drug awareness group meetings.

Mr. Spriggs: Regarding Subletting, are there policies against non-students becoming Sublettees.

Ms. Lecoche: This will be a college student clientele only.

Mr. Cooper: Will applicants be screened by the onsite team or through Houston?

Ms. Lecoche: It all goes through the main hub, but all decision making is not left to the onsite team.

Mr. Spriggs reiterated that condition 8 lists a request that the policies be submitted in writing.

Ms. Lecoche: Stated that they have no problem providing all requested components on the disciplinary policy and security. We have an emergency preparedness plan also.

Mr. Bailey questioned the facility life-cycle, given the popular example of north of Johnson, Apartment City, where most of us have lived or visited. It’s now not a good place to live. Can you speak on management/ maintenance?

Ms. Lecoche: From a management perspective, we put together a capital strategy from a 5-10 year point of view on how you would maintain that asset, so that it’s not only aesthetically pleasing for the community, but it is also safe for the people to live in a quality environment as promised. It’s our responsibility to maintain the asset. Ownership provides the financial capital and means to do so.

Mr. Kelton: Do you have other similar facilities like this and how long have you had them; and, what history have you had with challenges with fair housing being that this is a student housing project.

Ms. Lecoche: Stated that Asset has several projects like this one. We will have 20 projects delivered a year for Asset. There are no claims: All staff personnel has to take the Fair Housing course, we have to abide by the laws. Unaware of any involvement.

Staff:

Mr. Spriggs gave summary comments. All requirements of the Planned District Standards are met. Staff has reviewed the concept plan layout. Compliance and consistency is achieved with the land use plan. The criteria for rezoning are met. The Master Street Plan right of way is in compliance. The school district notification was sent out. The alternative access point was a concern from the reviewing departments and the applicant has added the emergency entrance.

Mr. Spriggs: As noted the applicant is in concurrence with the noted conditions. The buffering concerns of the neighbors have been addressed. The nearest building to the rear lot line is over 200 ft. The Engineering staff/Traffic Engineer has commented on the vehicular stacking distance at the gated entry and the distance 150 ft. is adequate.

Public Input:

Paul Carter (Carter Lane): Stated that his mother lives on the north side of the site and owns

land there. She had time constraints and had to leave. **Mr. Carter** commented on concerns with placing 3-story apartment buildings back there.

Mr. Carter: Although we reserve the fact that there will be some apartments over there. Studies have shown the negative effects of having dense 3-story apartments like the Grove Apartments; they had issues at first and still have issues. Mother is not happy to have the apartments back there; she has no quorums with a smaller complex. Regarding the apartments to the east, were there restrictions placed on them. Mr. Higgins stated he asked for more but you all gave him less.

Mr. Spriggs stated that each case is considered on its on merit.

Mr. Carter stated that they should consider adjusting their numbers. Do you all go back and look at the property and say we want to expand it even more? The crime issue was commented on regarding background checks. Can you place some limited use overlay restrictions on this and what materials they can use (vinyl siding deteriorates)?

Mr. Harold Carter (Tony Drive): Is alcohol use forbidden on site? **Mr. Harold Carter:** What is the maximum occupancy?

Betty Shaw, Johnson Ave.: Stated that her mother's trust backs up to this property on 2 sides, one which is 5.37 acres on the north side of this property and the part on Johnson. **Ms. Shaw** commented on how the Grove sold her on broken promises and how wonderful it would be. I heard nothing different about their management, than I've heard at the Grove. I have been over at the Grove every 6 months with issues, whatever you do, you need tighter control over it. I just want to make sure all the "i's" are dotted and the "t's" crossed. She stated that she is not opposed to it, but it is a long way to go.

Ms. Lecoche: regarding criminal activity; we do evict.

Ms. Lecoche: If the tenants are of age then they can consume alcohol in their private apartment. We don't provide or endorse it within our programming and activities. We will have 7 full-time personnel. We have 7 part-time student assistant positions throughout several areas. Again, Campus Crest's track record can be researched and they have a very different management style, they are for sale and their performance record has declined.

Mr. Spriggs: Do you hire your own security personnel or contract it out?

Ms. Lecoche: We do both, it just depends if there is a local authority or courtesy officer or a third party company. We use them from 9 PM to 5 AM.

Mr. Roberts: Rental control? **Ms. Lecoche:** We do room checks once a month, and the roommates usually would report occupancy issues.

Mr. Spriggs asked for comments on the materials question.

Mr. Tucker: Stated that they plan to use a masonry product with hardy plank siding and not vinyl siding. Building elevations were shown.

Mr. Josh Brown commented from his brokerage role. His company represents Mr. Carr. This property has been marketed for than 5 years, our office has done \$100 million development, real estate related, along Johnson/Hwy. 49 N in that 5 years. Our development company has seen this type of development happen in Northwest Arkansas and Conway. Only thing here we have to base this on in Jonesboro is the Grove. It is successful, if managed right such as the 15 of these in Fayetteville.

Commission Action: Motion was made by **Mr. Scurlock**, to place Case: RZ-15-12 on the floor for consideration of recommendation by MAPC to the City Council with the noted conditions, and we, the MAPC find that changing the zoning of this property from "C-3, L.U.O." to the

proposed PD-RM, will be compatible and suitable with the zoning, uses, and character of the surrounding area, subject to the noted conditions; Motion seconded by **Mr. Cooper**.

Roll Call Vote: Mr. Hoelscher- Aye; Mr. Perkins- Aye; Mr. Bailey- Aye; Mrs. Schrantz- Aye; Mr. Reece- Aye; Mr. Cooper- Aye; Mr. Kelton- Aye; Mr. Scurlock- Aye; Mr. Roberts was chair. Approved 8-0 unanimously.

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 and pending pre-meeting reviews:

Department/Agency	Reports/ Comments	Status
Engineering	No issues reported to date.	Attended Pre-Meeting
Streets/Sanitation	No issues reported to date.	
Police	No issues reported to date.	
Fire Department	No issues reported to date.	
MPO	No issues reported to date.	Attended Pre-Meeting
Jets	No issues reported to date.	
Utility Companies	No issues reported to date.	
School District	Request for review sent.	

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 15-12, a request to rezone property from C-3, L.U.O. to PD-RM, “Planned District Multi-Family” with the following conditions:

1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations.
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 Johnson Ave. upon any future redevelopment of the site.
4. The property shall be redeveloped under the RM-16 District standards, with a maximum of 240 units.
5. The owner agrees to make a best-faith effort to coordinate with the Arkansas Highway Department to provide for a crosswalk on Johnson Ave. and ASU to extend connectivity along the west side of University Loop for student pedestrian safety.
6. Perimeter fencing shall be provided and shown on the final development plan. Provision and details on gated entry shall be provided to the MAPC with plan addressing adequate vehicular stacking and accidental re-exit.
7. Open space shall be provided and maintained at a minimum of 15% of the total acreage.
8. A management/security detail operational plan shall be provided to the Planning Commission during the Final Development Plan process illustrating procedures for on-site management.

Respectfully Submitted for Council Consideration,



Otis T. Spriggs, AICP, Planning & Zoning Director

Site Photographs



View looking from Johnson looking toward the front entrance of subject property



View from Johnson looking toward the front entrance of subject property



View looking from Johnson looking toward the East boundary of subject property



View looking from Wolf Creek Student Apts., North entrance of subject property



View looking from Wolf Creek Student Apts., North entrance of subject property looking East



View looking from East from the terminus of Carter Lane (Private Drive)



View looking from West from the terminus of Carter Lane (Private Drive) towards Caraway Rd.



View looking South on Davis Dr.



View looking South on Davis Dr.



View looking West towards the Subject Site from East Neighbor



View looking West towards the Subject Site from East Neighbor



View looking West towards the Subject Site from East Neighbor



View looking West towards the Subject Site from East Neighbor



View looking West towards the Subject Site from East Neighbor



View looking West towards the Subject Site from East Neighbor



View looking West towards the Subject Site from East Neighbor



View looking West towards the Subject Site Along Johnson Ave. Frontage



View looking West towards Entry of the Subject Site Along Johnson Ave. Frontage



View looking Northwest on the Subject Site at Existing Home



View looking Northwest on the Subject Site towards Wolfcreek Apts.



View looking Northeast on the Subject Site at Existing Home



View looking East on the Subject Site at Existing Home



View looking South from the Subject Site towards University Loop

ZIMMER

DEVELOPMENT COMPANY

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DEVELOPMENT. CONSTRUCTION. MANAGEMENT.

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COMPANY

About Zimmer Development Company

Founded in 1989, Zimmer Development Company (“ZDC”) has built its reputation as a reliable, quality driven retail developer. Its experience, hands-on management style and hard work have produced many distinctive real estate projects ranging from single tenant buildings to mixed-use town centers, as well as multi-family housing, including both student housing and conventional products.

For over 25 years, ZDC has grown into a diversified real estate company that consistently challenges the talents and teamwork of its professionals. From its Wilmington, North Carolina headquarters, it oversees the development, construction, leasing, management, and financial aspects of all of its projects. Since its creation, ZDC and its affiliates have developed over 245 projects in over 130 cities with a portfolio of over 8,000,000 square feet of retail space and over 3,300 multi-family beds, valued in excess of \$1,000,000,000.00.

ZDC has developed projects for dozens of national and local tenants in 17 states, with its main focus on the east coast from Florida to Pennsylvania. Whether it is a large metropolitan area or a small community, ZDC has the knowledge and expertise to navigate the development process and outperform expectations.

ZDC Quick Facts

Founded In
1989

8 Million+
Square Feet of
Retail Developed

Headquarters
Wilmington, NC

245+
Projects

\$1 Billion+
In Developed
Assets
3300+
Multi-Family
Beds Developed

Tenants



Zimmer Development Company has a strong and aggressive leasing department. Their efforts have resulted in a portfolio occupancy rate of greater than 90% over the past decade. Zimmer Development Company has developed long and lasting relationships with many anchor and non-anchor national tenants, as well as local leasing brokers, while working with each one to achieve a mix of uses that will optimize consumer attraction and tenant retention.



EXPERTISE

Executive Team

Jeffrey L. Zimmer

President

Jeffrey founded Zimmer Development Company in 1989, along with Herbert Zimmer. Still a licensed attorney, he previously practiced law in a NC partnership and still continues to serve on the REEDS Jewelers Board of Directors. Born in Wilmington, NC, Jeffrey holds a Bachelor's Degree in Business Administration from Emory University and a Juris Doctor Degree from Campbell University School of Law.

Herbert J. Zimmer

General Counsel & Secretary

Leading Zimmer Development Company's legal team, Herbert manages legislative affairs for federal, state and municipal compliance, as well as transactions and ZDC's base of contracts with tenants and service providers. He obtained a Bachelor's Degree from Duke University and a Juris Doctor Degree from American University. Herbert is also on the REEDS Jewelers Board of Directors and is a member of numerous professional and civic organizations

Joseph H. Wasserman

Chief Financial Officer

Prior to joining Zimmer Development Company in 2000, Joe served as Vice President and Chief Financial Officer at Combined Properties Incorporated, a commercial Real Estate company located in Washington, D.C. He was previously with Lee Sammis Associates and KPMG Peat Marwick. Joe holds a Bachelor's Degree in Accounting from University of Virginia and is a Certified Public Accountant.

Arlene Z. Schreiber

Director of Leasing and Property Management

Arlene is responsible for local shop space leasing, leasing and sale of outparcels, and supervision of Zimmer Management Company. Prior to joining Zimmer Development Company, she served as Vice President of a specialty retail operation. She is active in many civic and community activities and a member of the REEDS Jewelers Board of Directors. Arlene was born in Wilmington, NC and graduated from the University of Miami.

Executive Team

Landon G. Zimmer

In-House Counsel

Landon is responsible for legal documentation review and review of all REEDS Jewelers leases, as well as consults on all development activities. He received a Bachelor of Arts, Master of Business Administration and a Juris Doctor Degree from Duke University.

Emily Z. Moree

In-House Counsel

Emily is responsible for legal documentation review, financing arrangements, and consults on all development activities. She received a Bachelor's Degree in Business Administration from the University of North Carolina at Wilmington and a Juris Doctor Degree from Campbell University School of Law.

Lowell A. Zimmer

Development Manager

Lowell participates in overseeing new site selection, manages land acquisition, and construction related operations at the company's developments. He received a Bachelor's Degree in Business from East Carolina University and is pursuing a Master of Business Administration Degree from the University of North Carolina at Wilmington.

C. Adam Tucker

Development Manager

Adam coordinates and manages all site searches, site selection, negotiations, documentation, and entitlement activities. He also utilizes analytical models to explore the feasibility of new developments and directs all construction related activities within the company. Adam received a Bachelor's Degree from North Carolina State University and a Master of Business Administration Degree from the University of North Carolina at Charlotte.

Team

Zimmer Development Company's development department works with national and local business, as well as markets for multi-family housing, to identify land acquisitions for new growth and relocation opportunities. Working closely with real estate representatives, the development team evaluates individual markets for coverage, including creating market studies and site plan renderings, and pursues locations that meet the company's specific requirements.

Zimmer Development Company's construction department specializes in developing retail shopping centers, freestanding projects for national companies, planned community town centers, and multi-family housing, to name a few. The construction team has successfully directed and managed construction activities for many high profile national tenants. The construction managers are responsible for creating the project budget, selecting and supervising the architects, engineers, and contractors, while obtaining all permits, procuring approval of the final construction plans, directing the construction of the site and buildings, and managing the development schedule. They also frequently assist with small shop tenant budgets and build-outs, while verifying that each tenant's specifications are satisfied for the grand opening.

The in-house legal team is responsible for drafting the Lease Agreement and Amendments with our tenants, negotiating and drafting Offers to Purchase and Contract for land acquisitions, as well as handling any other legal matter that may arise.

Zimmer Development Company has a strong and aggressive leasing department. Their efforts have resulted in a portfolio occupancy rate of greater than 90% over the past decade. Zimmer Development Company has developed long and lasting relationships with many anchor and non-anchor national tenants, as well as local leasing brokers, while working with each one to achieve a mix of uses that will optimize consumer attraction and tenant retention.

Zimmer Development Company has a full-time team of accountants, CPAs, tax preparers, and account representatives that manage the day-to-day financial operations of the company, including procuring construction financing and long-term project financing. In addition to the accounting function of the business, its professionals are immersed in the capital markets arena, staying on top of the most recent trends, structures, and projects in the industry.

The property management department is responsible for all account management and operational aspects of completed developments, including tenant coordination, annual contracts for property beatification, up-keep, maintenance, and repairs, emergency situations, and other tenant issues that may arise.

Each department brings a specialized niche and addition to the team at Zimmer Development Company, creating a synergy to ensure a seamless and successful operation. We are proud to announce that we have retained a team of talented and experienced employees, many of which have been with Zimmer Development Company for over 15 years and several for over 20 years.



Certifications

Zimmer Development Company is comprised of individuals with extensive and specialized degrees. Their knowledge and expertise is one of the reasons Zimmer Development Company has become the company it is today.

CAD

(Computer Aided Design)

CPA

(Certified Public Accountant)

JD

(Juris Doctor)

MBA

(Masters of Business Administration)

North Carolina Certified Paralegal



PORTFOLIO

Retail Development History

ANCHOR TENANT	CITY	STATE	GROSS LEASABLE AREA
Hollywood Video	Fort Smith	AR	7,488
Office Max, Petco, and Old Navy	Fort Smith	AR	80,570
Hollywood Video	Rogers	AR	6,656
Amscot Financial	Altamonte Springs	FL	3,200
Amscot Financial	Apopka	FL	3,200
Amscot Financial	Kissimmee	FL	3,200
Publix Gas	Lakeland	FL	3,000
Kash n' Karry	Lake Mary	FL	78,616
Winn Dixie and Rite Aid	Live Oak	FL	101,936
Kash n' Karry	Orlando	FL	64,296
Kash n' Karry	Orlando	FL	55,184
Kash n' Karry	Orlando	FL	135,816
McDonalds	Orlando	FL	4,000
Amscot Financial	Orlando	FL	3,200
Amscot Financial	Orlando	FL	6,400
Amscot Financial	Orlando	FL	3,200
Amscot Financial	Orlando	FL	6,400
Amscot Financial	Orlando	FL	3,200
Kash n' Karry	Orlando	FL	
Kash n' Karry	Oviedo	FL	52,295
Waccamaw Pottery	Tampa	FL	50,360
Kash n' Karry	Winter Springs	FL	55,885
CVS Pharmacy	Atlanta	GA	30,375
CVS Pharmacy	College Park	GA	10,722
Food Lion	Brunswick	GA	40,700
Food Lion	Trenton	GA	33,200
Office Max	Vicennes	IN	23,500
Applebee's	Edinburgh	IN	6,300
Food Lion	Dry Ridge	KY	31,700
CVS Pharmacy	Baltimore	MD	12,608
CVS Pharmacy	Baltimore	MD	10,722
CVS Pharmacy	Baltimore	MD	10,722
CVS Pharmacy	Baltimore	MD	8,450
CVS Pharmacy	Baltimore	MD	9,200
CVS Pharmacy	Baltimore	MD	12,608
CVS Pharmacy	Baltimore	MD	10,722
CVS Pharmacy	Baltimore	MD	12,608

Retail Development History

ANCHOR TENANT	CITY	STATE	GROSS LEASABLE AREA
CVS Pharmacy	Baltimore	MD	10,125
CVS Pharmacy	Baltimore	MD	10,125
Royal Farms	Baltimore	MD	
Giant Food	Brandywine	MD	119,563
CVS Pharmacy	California	MD	10,125
Giant Food	Capitol Heights	MD	108,241
Giant Food	District Heights	MD	86,734
Food Lion	Edgewood	MD	78,533
Giant Food, KFC, McDonald's, Chevy Chase Bank	Lanham	MD	149,195
CVS Pharmacy	Poolesville	MD	10,880
CVS Pharmacy	Rockville	MD	14,530
PNC Bank	Rockville	MD	3,000
Kroger	Hernando	MS	63,300
Park Terrace Business Center	Asheville	NC	126,374
BB&T	Asheville	NC	3,000
CVS Pharmacy	Asheville	NC	10,880
Lowe's Food, CVS Pharmacy, and SunTrust	Burlington	NC	82,010
Food Lion	Burgaw	NC	69,793
Food Lion and Rite Aid	Chadbourn	NC	36,495
Food Lion	Charlotte	NC	40,550
Hollywood Video	Concord	NC	7,488
Rite Aid	Fayetteville	NC	10,908
Rite Aid	Fayetteville	NC	10,908
Food Lion	Forest City	NC	36,232
Rite Aid	Greenville	NC	10,908
Red Robin, Regal Cinemas, Texas Roadhouse	Greenville	NC	101,081
Logan's Roadhouse	Greensboro	NC	7,400
CVS Pharmacy	Greensboro	NC	10,125
Target, Bed Bath & Beyond, The Fresh Market	Greensboro	NC	231,595
Vacant Land J/V with Harris Teeter	Greensboro	NC	
PetSmart, Ross, Bed Bath & Beyond, Target	Jacksonville	NC	214,962
Chili's	Jacksonville	NC	6,000
Arby's	Jacksonville	NC	3,000
Rite Aid	Jacksonville	NC	10,908
Food Lion	Leland	NC	39,000

Retail Development History

ANCHOR TENANT	CITY	STATE	GROSS LEASABLE AREA
K-Mart	Lexington	NC	126,392
Valvoline and KFC	Mint Hill	NC	5,500
Food Lion and Rite Aid	Monroe	NC	46,060
Harris Teeter and BB&T	Morehead City	NC	69,383
CVS Pharmacy	Morehead City	NC	
Food Lion	Murfreesboro	NC	32,000
Hollywood Video	New Bern	NC	7,488
Rite Aid	New Bern	NC	13,813
Food Lion	Newton	NC	45,230
CVS Pharmacy	Oxford	NC	12,608
Food Lion	Oakboro	NC	40,560
CVS Pharmacy	Pfafftown	NC	10,880
Winn Dixie and Rite Aid	Plymouth	NC	95,148
Kerr Drug	Plymouth	NC	9,600
Hollywood Video	Raleigh	NC	7,488
Food Lion and CVS Pharmacy	Red Springs	NC	40,450
Kerr Drug	Reidsville	NC	10,912
Food Lion and Kerr Drug	Richlands	NC	46,000
Rite Aid	Roanoke Rapids	NC	10,908
Hollywood Video	Rocky Mount	NC	10,125
Kerr Drug	Rose Hill	NC	8,052
Hollywood Video	Sanford	NC	7,488
CVS Pharmacy	Shallotte	NC	10,125
Bank of America	Shallotte	NC	3,500
Food Lion	Shallotte	NC	51,566
CVS Pharmacy	Sneads Ferry	NC	10,125
Food Lion	Surf City	NC	31,400
Rite Aid	Tarboro	NC	10,908
Food Lion	Taylorsville	NC	37,000
Kerr Drug	Warrenton	NC	9,600
Southeastern Chiropractic	Wilmington	NC	5,560
REEDS Jewelers and Dunkin' Donuts	Wilmington	NC	12,880
REEDS Jewelers	Wilmington	NC	10,000
CVS Pharmacy	Wilmington	NC	14,922
CVS Pharmacy	Wilmington	NC	10,125
Family Dollar	Wilmington	NC	8,000
Shipyards Plaza	Wilmington	NC	4,200

Retail Development History

ANCHOR TENANT	CITY	STATE	GROSS LEASABLE AREA
Food Lion and Walgreens	Wilmington	NC	44,108
Food Lion and CVS Pharmacy	Wilmington	NC	50,450
Checkers	Wilmington	NC	
Food Lion	Wilmington	NC	77,249
Waffle House and Jiffy Lube	Wilmington	NC	4,200
Port City Dental Center	Wilmington	NC	15,665
CVS Pharmacy	Wilmington	NC	10,125
Aaron's	Wilmington	NC	7,488
Rite Aid	Wilmington	NC	9,504
Rite Aid	Wilmington	NC	10,908
CVS Pharmacy	Wilmington	NC	10,125
SPEC	Wilmington	NC	5,000
Rooms-To-Go	Wilmington	NC	41,636
Rite Aid	Wilmington	NC	10,389
Harris Teeter, Old Time Pottery and Big Lots	Wilmington	NC	262,283
Rite Aid	Wilmington	NC	13,824
FedEx	Wilmington	NC	5,000
Belk, hhgregg, Michaels, Barnes & Noble	Wilmington	NC	667,036
Dick's Sporting Goods, Marshalls, PetSmart	Wilmington	NC	100,359
Harris Teeter, Chick-fil-A, Wells Fargo	Wilmington	NC	88,001
Lowes Home Improvement	Wilmington	NC	135,197
Wal-Mart	Wilmington	NC	204,167
Chick-fil-A, Arby's, and Wendy's	Wilmington	NC	48,165
FedEx and Starbucks	Winston Salem	NC	8,266
Hollywood Video	Winston Salem	NC	6,400
Winn-Dixie	Hugo	OK	39,293
CVS Pharmacy	Collegeville	PA	10,125
CVS Pharmacy	Jersey Shore	PA	10,125
Wawa	Morrisville Falls	PA	5,585
CVS Pharmacy	Reading	PA	17,063
CVS Pharmacy	Sunbury	PA	10,125
OMAX, Linens N Things, Target, Michael's	Columbia	SC	244,681
Food Lion and Eckerds	Conway	SC	59,240

Retail Development History

ANCHOR TENANT	CITY	STATE	GROSS LEASABLE AREA
Winn-Dixie and CVS Pharmacy	Garden City	SC	58,450
Hollywood Video	Greenville	SC	7,488
Publix	Greenwood	SC	92,117
Food Lion	Hartsville	SC	44,710
CVS Pharmacy	Holly Hill	SC	10,500
Rite Aid	Murrells Inlet	SC	10,908
Food Lion	Myrtle Beach	SC	139,940
CVS Pharmacy	Myrtle Beach	SC	10,125
CVS Pharmacy	North Myrtle Beach	SC	10,125
BB&T Bank	North Myrtle Beach	SC	4,000
Eckerds	Pawleys Island	SC	11,288
Food Lion and Rite Aid	Summerville	SC	38,720
Rite Aid	Timmonsville	SC	8,052
Food Lion and CVS Pharmacy	Chattanooga	TN	50,680
Food Lion	LaFollette	TN	33,200
Office Max	Lebanon	TN	23,500
Ryans Steakhouse	Lebanon	TN	4,500
Food Lion	Shelbyville	TN	37,600
Food Lion	Smyrna	TN	33,334
Hobby Lobby and Old Navy	College Station	TX	175,500
Kroger	Houston	TX	55,000
Goody's	Waco	TX	51,256
Rite Aid	Alexandria	VA	10,908
Safeway	Alexandria	VA	70,617
CVS Pharmacy	Atavista	VA	10,125
Giant Food	Ashburn	VA	74,297
Home Depot	Ashburn	VA	116,279
Rite Aid	Blacksburg	VA	10,752
CVS Pharmacy	Chase City	VA	10,500
Rite Aid	Chesapeake	VA	12,608
Rite Aid	Chesapeake	VA	12,608
CVS Pharmacy	Chester	VA	23,902
Food Lion	Dale City	VA	53,692
Food Lion	Dale City	VA	35,000
Safeway	Dale City	VA	75,306
CVS Pharmacy	Dale City	VA	10,125
CVS Pharmacy	Dublin	VA	10,722
Rite Aid	Falls Church	VA	10,908
Giant Food	Fredericksburg	VA	56,855

Retail Development History

ANCHOR TENANT	CITY	STATE	GROSS LEASABLE AREA
Honest One	Fredericksburg	VA	6,968
Safeway	Hybla Valley	VA	70,591
Food Lion	Lake Monticello	VA	33,800
Giant Food	Lorton	VA	102,000
CVS Pharmacy	Lynchburg	VA	10,125
CVS Pharmacy	Lynchburg	VA	10,125
CVS Pharmacy	Lynchburg	VA	10,125
IHOP and Advance Auto	Lynchburg	VA	16,505
CVS Pharmacy	Madison Heights	VA	10,125
CVS Pharmacy	Moneta	VA	10,125
CVS Pharmacy	Newport News	VA	12,608
Rite Aid	Newport News	VA	10,722
Rite Aid	Norfolk	VA	12,608
Bingos	Norfolk	VA	1,250
Rite Aid	Norfolk	VA	12,608
Rite Aid	Norfolk	VA	10,908
Rite Aid	Pearisburg	VA	11,288
Rite Aid	Portsmouth	VA	10,722
Rite Aid	Portsmouth	VA	12,608
Rite Aid	Portsmouth	VA	10,858
Rite Aid	Pulaski	VA	10,752
Giant Food	Purcellville	VA	76,011
Chevy Chase Bank	Purcellville	VA	3,089
CVS Pharmacy	Rocky Mount	VA	10,125
Rite Aid	Richmond	VA	12,608
Rite Aid	Richmond	VA	9,100
CVS Pharmacy	Richmond	VA	10,722
CVS Pharmacy	Richmond	VA	12,608
CVS Pharmacy	Roanoke	VA	10,125
CVS Pharmacy	Roanoke	VA	10,722
Winn-Dixie	Roanoke	VA	44,000
Food Lion	Sterling	VA	66,435
Rite Aid	Sterling	VA	10,908
IHOP	Sterling	VA	6,500
Rite Aid	Vienna	VA	10,880
Rite Aid	Virginia Beach	VA	10,722
Rite Aid	Virginia Beach	VA	10,722
Rite Aid	Virginia Beach	VA	10,908

Retail Development History

ANCHOR TENANT	CITY	STATE	GROSS LEASABLE AREA
Rite Aid	Virginia Beach	VA	13,227
Rite Aid	Wytheville	VA	11,180
Office Max	Superior	WI	23,500
Applebee's	Superior	WI	4,500
Food Lion and Family Dollar	Moorefield	WV	35,680
TOTAL RETAIL SQUARE FOOTAGE DEVELOPED			8,171,875



Long Leaf Mall | Wilmington, NC



Jefferson Village | Greensboro, NC



Publix | Greenwood, SC



Adelphi | Adelphi, MD

Multi-Family Development History

DEVELOPMENT	CITY	STATE	UNITS	BEDS
Evolve 1701 North	Chapel Hill	NC	154	200
Mountain View	Asheville	NC	149	244
Camden Forest	Wilmington	NC	112	264
Belle Meade	Wilmington	NC	232	416
811 East Downtown	Knoxville	TN	173	300
TBD	Allendale	MI	576	1,898
TOTAL MULTI-FAMILY UNITS AND BEDS DEVELOPED			1,396	3,322

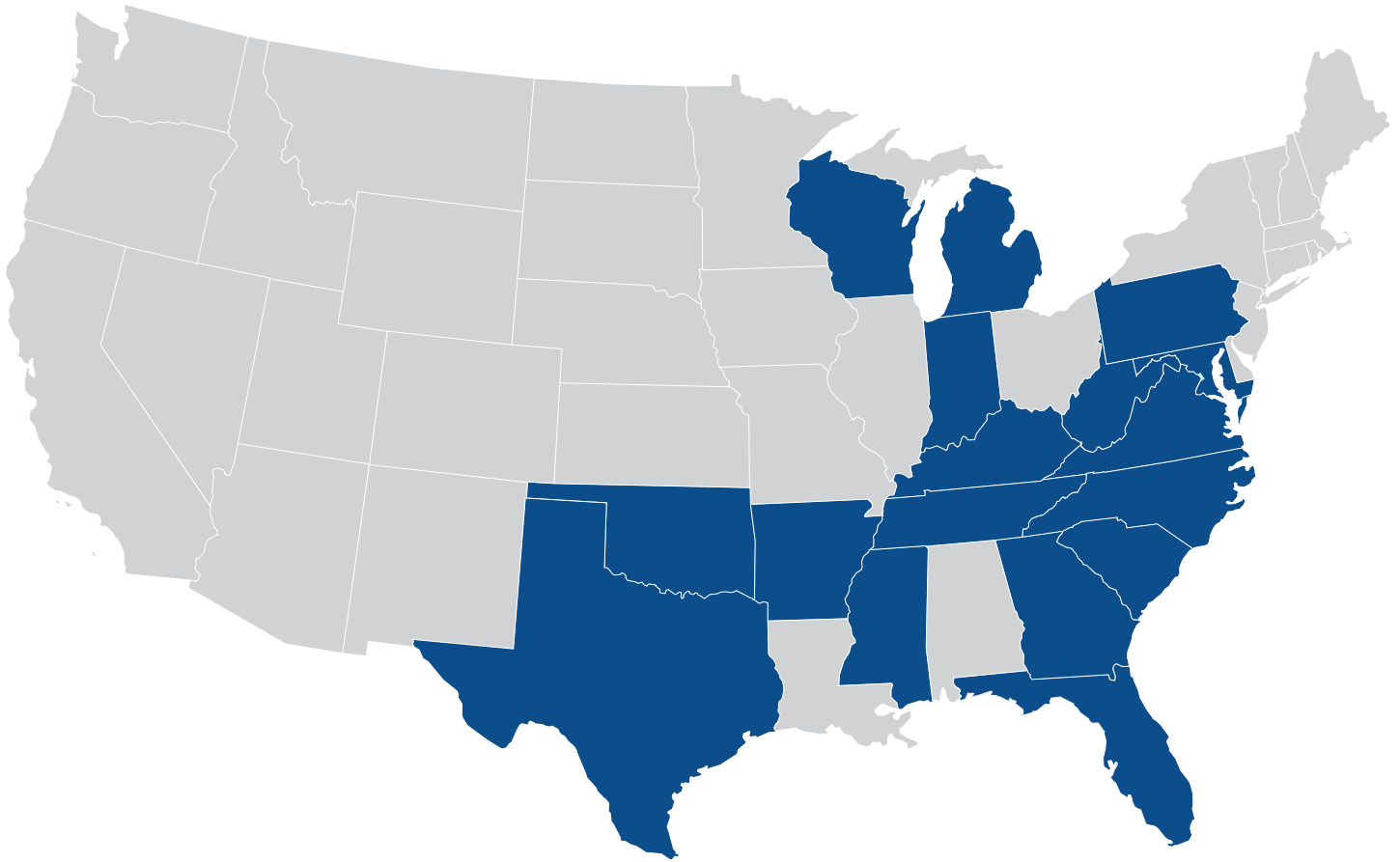


Mountain View | Asheville, NC



City View Apartments | Knoxville, TN

National Presence



ZDC Quick Facts

17
States

8 Million+
Square Feet Of
Retail Developed

130+
Cities

3300+
Multi-Family
Beds Developed

245+
Projects

\$1 Billion+
In Developed
Assets

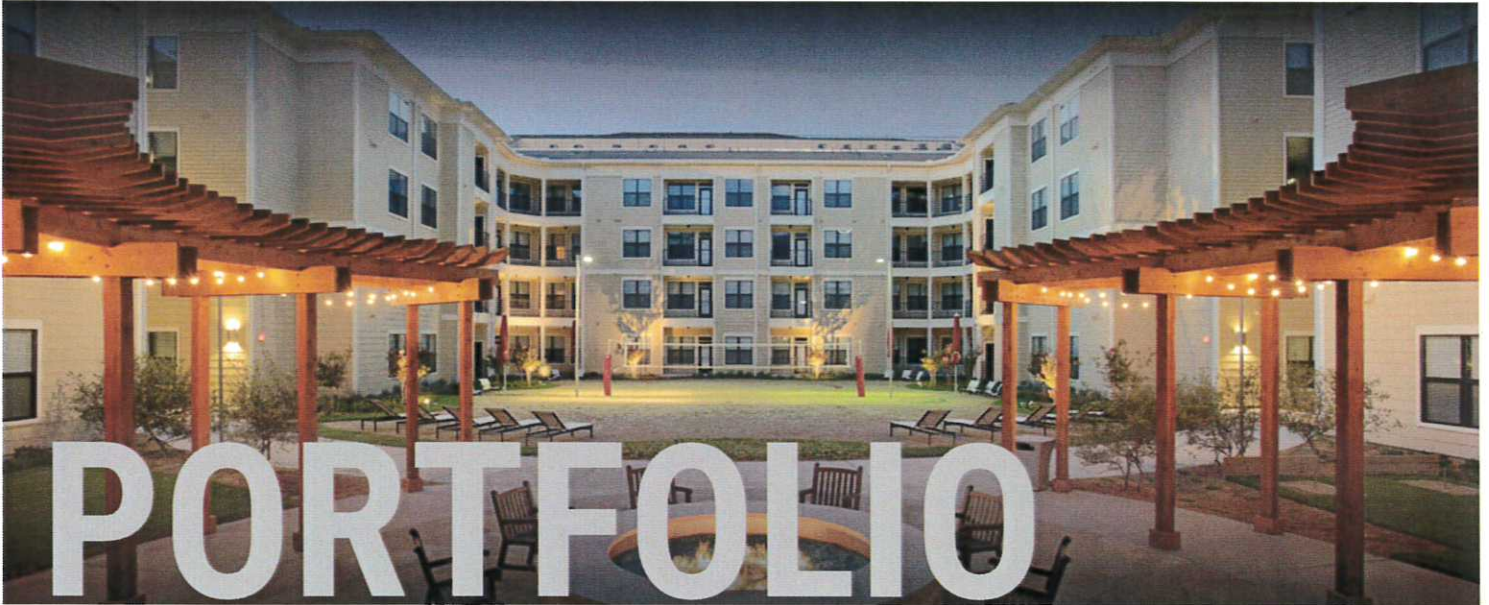


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ZIMMER

DEVELOPMENT COMPANY

111 PRINCESS STREET WILMINGTON, NC 28401
Office: 910.763.4669 Fax: 910.762.1999



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Auburn

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<u>University Fountains (</u>		

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The Luxx (http://liveluxx.com/)	University of Texas at San Antonio	San Antonio
Cabana Beach San Marcos (http://cbsanmarcos.com/)	Texas State University	San Marcos
University Springs (http://universityspringsapts.com)	Texas State University	San Marcos
Village on Telluride (http://villageontelluride.com)	Texas State University	San Marcos
Villagio San Marcos (http://villagiosanmarcos.com/)	Texas State University	San Marcos
Mustang Ranch (http://mustangranchliving.com)	Tarleton State University	Stephenville
Abbey Glenn Apartments (http://abbeyglennapartments.com)	Baylor University, McLennan Community College	Waco
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Waco

Virginia

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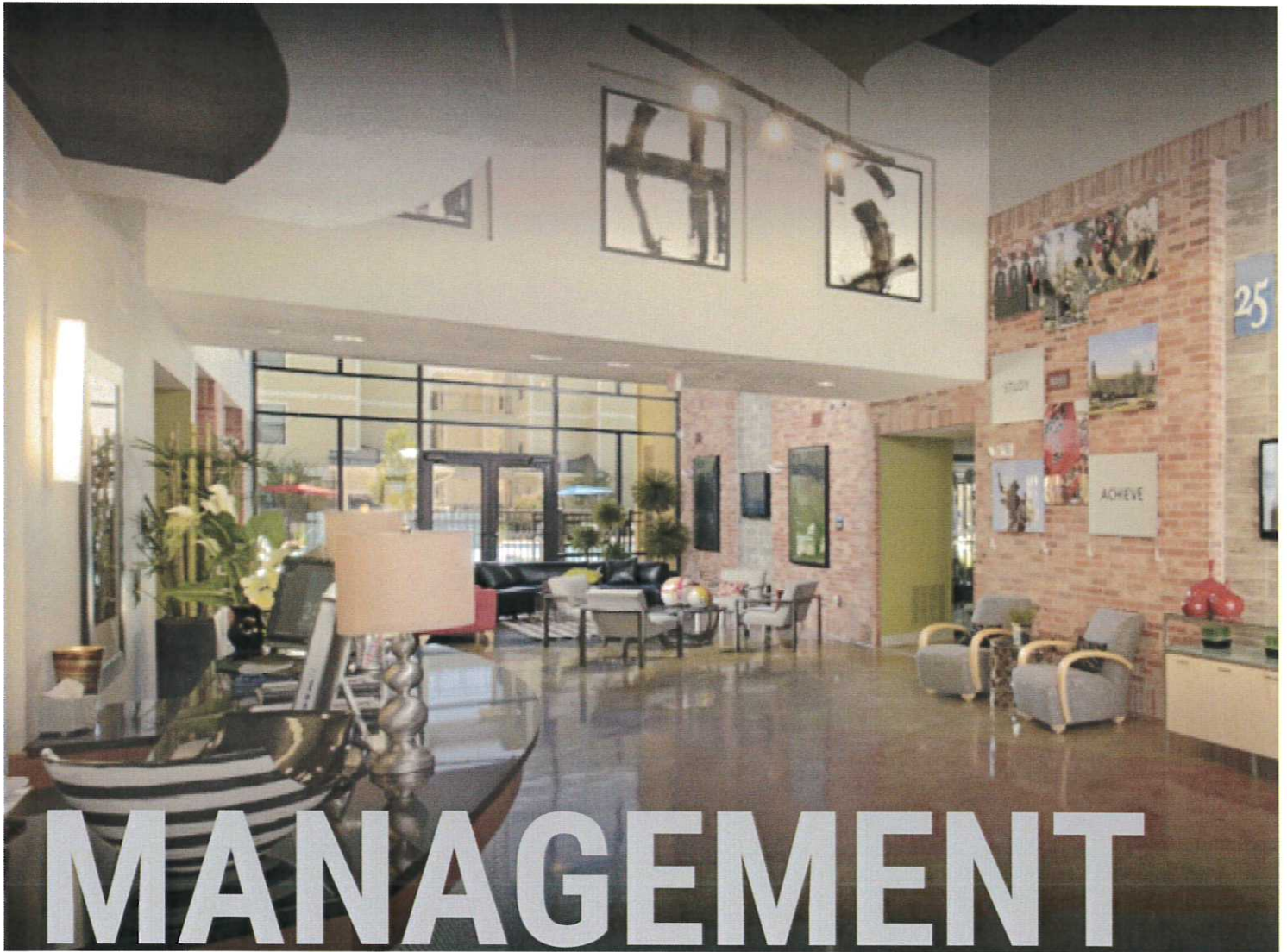
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EXPERIENCE

Inc. Hire Power Award
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Our services are carefully tailored to the specific needs and requirements of each individual client, by providing a boutique approach to property management. By combining owners' goals with our property management expertise, Asset Campus adds value to real estate throughout the country.

Our approach to property management is to provide responsive and professional services. We continually strive towards excellence in delivery of those services and hold that expectation with every member of our organization.

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Asset Campus takes pride in our ability to meet clients' leasing needs by providing the best in updated market coverage, knowledge and expertise in both tenant and landlord services for office, industrial and retail properties.

When marketing and leasing a building, we conduct a complete analysis of the building to determine its marketability and then develop a creative and aggressive approach to retain and gain tenant leases. Our marketing and research software allows us to identify prospects in the immediate area. Asset Campus has the skill and knowledge to evaluate a property and create just the right strategy to maximize its value. The firm works closely with every client to identify current needs and creative, innovative solutions to reach short and long term investment goals.

Leasing professionals produce results by creating customized solutions that maximize the potential value of an individual asset.

Contact Us!

Corporate Headquarters:

[675 Bering Dr., Suite 200, Houston, TX 77057](http://www.assetcampushousing.com/management)

Phone: 713.782.5800

Fax: 713.268.5111



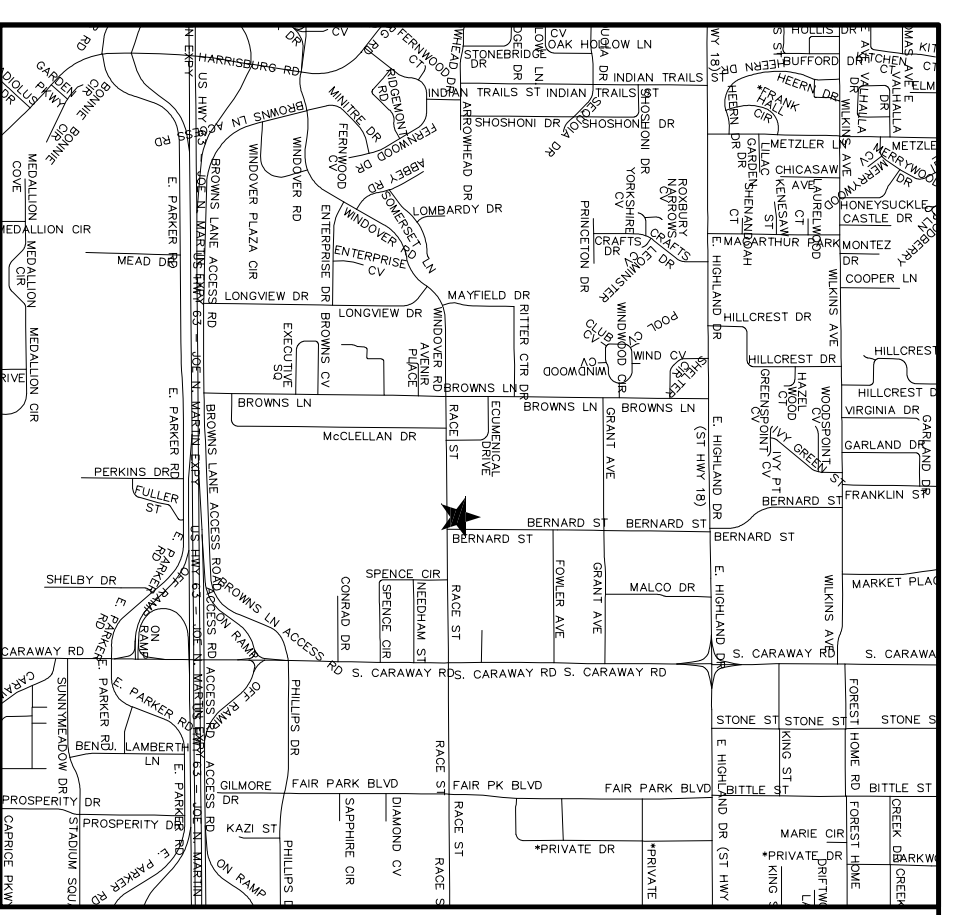
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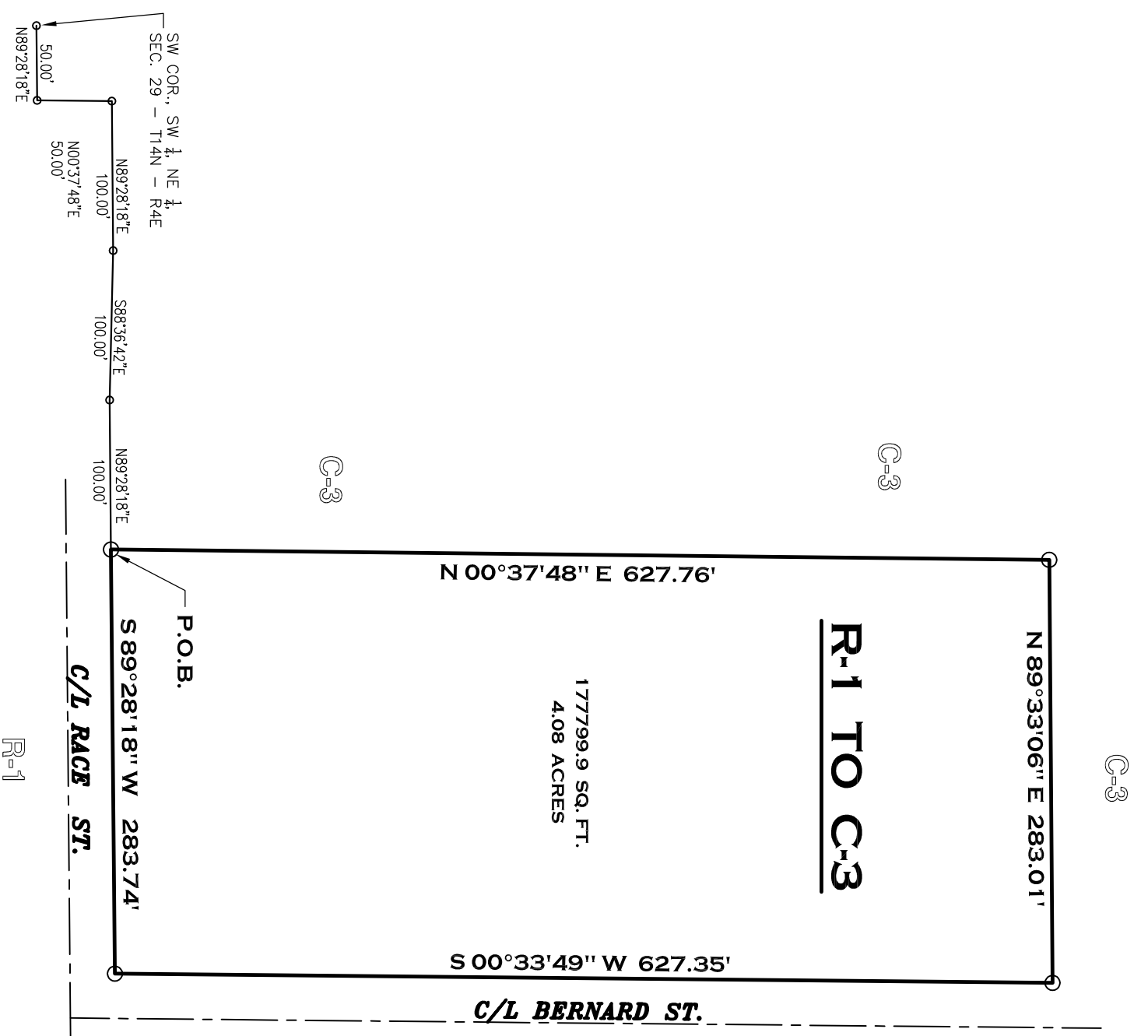
Please [try again](#) in 30 seconds.



LEGAL DESCRIPTION:

A part of the Southwest Quarter of the Northeast Quarter of Section 29, Township 14 North, Range 4 East, Jonesboro, Arkansas, being more particularly described as follows:

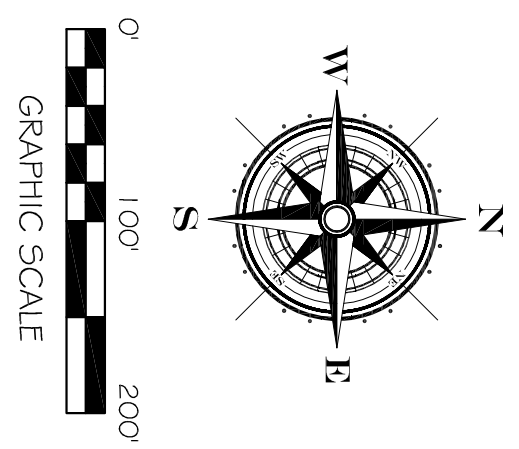
Beginning at the Southwest corner of the Southwest Quarter of the Northeast Quarter of Section 29, Township 14 North, Range 4 East, Jonesboro, Craighead County, Arkansas; thence North 89°28'18" East, 50.00 feet; thence North 00°37'48" East, 50.00 feet to the Northernly right of way line of Race Street; thence along said Northernly right of way line the following courses and distances: North 89°28'18" East, 149.00 feet; South 88°36'42" East, 600.34 feet; North 89°28'18" East, 212.40 feet to the Point of Beginning Proper; thence North 00°37'48" East, leaving said Northernly right of way line, 627.76 feet; thence North 89°33'06" East, 283.01 feet to the Westerly right of way line of Bernard Street; thence South 00°33'49" West, along said Westerly right of way line, 627.35 feet to the Northernly right of way line of Race Street; thence South 89°28'18" West, along said Northernly right of way line, 283.74 feet to the Point of Beginning, containing 4.08 acres, more or less, Subject to all rights of way and Easements of record. THIS LEGAL DESCRIPTION IS BELIEVED TO BE THE SAME AS THE LEGAL DESCRIPTION IN DEED BOOK 237, PAGE 323.



NOTES:

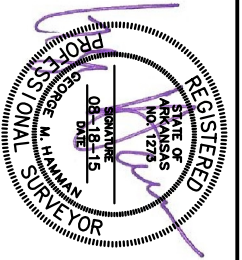
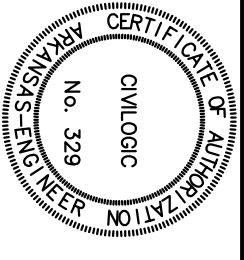
- 1) ALL BEARINGS ARE BASED ON ARKANSAS NORTH STATE PLANE COORDINATE SYSTEM.
- 2) THE CLOSURE PRECISION OF THE PLAT IS IN EXCESS OF 1' IN 370,000'.
- 3) THE RESEARCH COMPLETED FOR THIS DRAWING INCLUDES A COPY OF A BOUNDARY SURVEY PROVIDED BY THE APPLICANT, AS PREPARED BY HAYWOOD, KENWARD, BARE & ASSOCIATES, INC., PROJECT NO. F006-0002-01 DATED 05-13-14. NO FIELD WORK WAS COMPLETED BY CIVILOGIC.
- 4) ALL CORNER MONUMENTS SET ARE 3/8" REBAR, UNLESS OTHERWISE NOTED ON THE PLAT.
- 5) OWNER: RACE STREET ATHLETIC CLUB, INC.
- 6) FLOOD PLAN: THIS TRACT DOES NOT LIE WITHIN THE 100-YR FLOOD PLAIN PER FLOOD INSURANCE RATE MAP OF CRAIGHEAD CO., AR, AND INCORPORATED AREAS, COMMUNITY PANEL NO. 05031C0132 C, DATED 09/27/91. THIS TRACT DOES LIE WITHIN A ZONE "X" FLOOD PLAN, PER THE MAP REFERENCED ABOVE.
- 7) CURRENT ZONING: R-1
 - 25 ft. FRONT SETBACK
 - 25 ft. REAR SETBACK
 - 7.5 ft. SIDE SETBACK

REQUESTED ZONING: C-3
 25 ft. FRONT SETBACK
 20 ft. REAR SETBACK
 10 ft. SIDE SETBACK



Drawn By: RE		Checked by: GH	
Date 08-18-15	Scale 1"=100'	Job No. 115106	Sheet No. 1 of 1
Section 29	Township 14N	Range 04E	County CRAIGHEAD
ONLY COPIES WITH VIOLET COLORED SIGNATURE ARE ORIGINAL CIVILOGIC COPIES			
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REZONING PLAT
 1922 RACE ST.
 JONESBORO, ARKANSAS
 FOR
 RACE STREET ATHLETIC CLUB, INC.





City of Jonesboro City Council
Staff Report – RZ 15-13 1922 Race Street Rezoning
 Municipal Center - 300 S. Church St.
For Consideration by the Council on Tuesday, September 15, 2015

REQUEST: To consider a rezoning of the land containing 4.08 acres more or less.

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

APPLICANT/ OWNER: **Tralan Engineering**, 2916 Wood Street, Jonesboro, AR
Race Street Athletic Club, Inc., 1916 Race St., Jonesboro, AR

LOCATION: **1922 Race St., Jonesboro, AR.**

SITE DESCRIPTION: **Tract Size:** Approx. 4.08 (+/-) Acres
Street Frontage: Race St.: 284’(+/-) Bernard St.: 627’(+/-)
Topography: Predominately flat.
Existing Development: Vacant Land/ Formerly Church use

SURROUNDING	<u>ZONE</u>	<u>LAND USE</u>
CONDITIONS:	North: C-3	Commercial Retail Center
	South: R-1	Residential State Land
	East: C-3	Commercial
	West: C-3	Commercial/Recreational Fitness Center

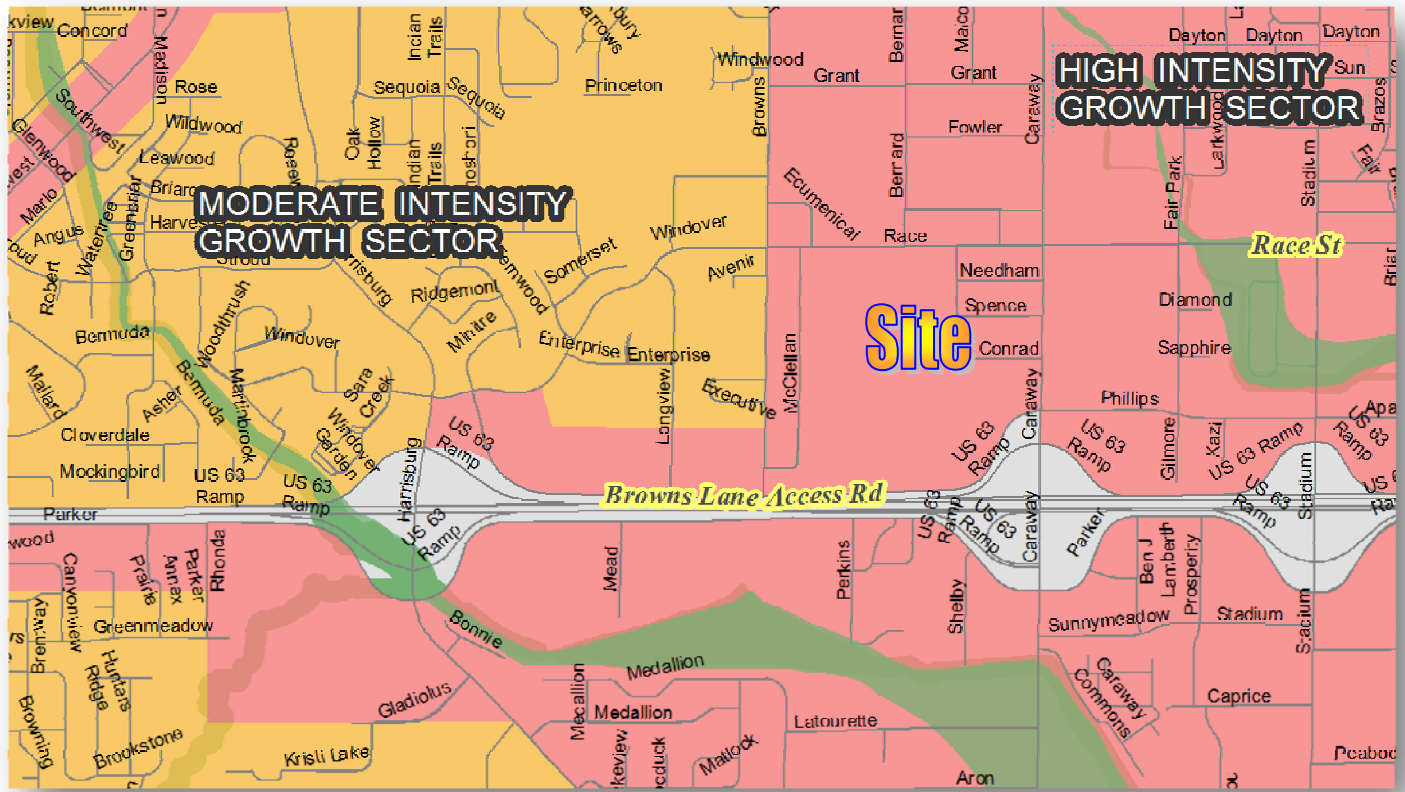
HISTORY: Formerly Church Use

ZONING ANALYSIS

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

COMPREHENSIVE PLAN FUTURE LAND USE MAP

The currently adopted Land Use Plan recommends the current site as High Intensity Growth Sector. Consistency is achieved with the proposed rezoning. Neighborhood Commercial would be ideal for the vicinity of a residential scale and intensity.



Adopted Land Use Map










Vicinity/Zoning Map

Master Street Plan/Transportation

The subject property is served by Bernard Street on the Master Street plan, which is classified as a Collector Road, which requires a 30 ft. right-of-way to road centerline (60 ft. total right-of-way); the property also fronts on Race Street, which is designated as a Minor Arterial. Such right-of-way distances are not clearly depicted on the rezoning plat filed. Compliance must be achieved. Note that the property was never platted. A plat must be filed for any redevelopment.

Approval Criteria- Chapter 117 - Amendments:

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

Criteria	Explanations and Findings	Comply Y/N
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map	The proposed C-3 District rezoning is consistent with the Future Land Use Plan, which is categorized as High Intensity Growth Sector.	
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning	The proposal achieves consistency with the purpose of Chapter 117. The applicant proposes to rezone the property for C-3 General Commercial	
(c) Compatibility of the proposal with the zoning, uses, and character of the surrounding area	Compatibility is achieved. Other similar rezonings have existed in the region. This is the core retail area of the city.	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment	Suitability is not an issue.	
(e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property.	The applicant has stated that there would be no negative impact on nearby property. The impact on odor, noise light, vibration would be very minimal.	
(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.	The property was destroyed by fire recently.	
(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 impacts, utilities are present.	

Staff Findings:

Applicant’s Purpose:

The applicant is requesting approval of rezoning that will promote a re-use of the subject property, which could enhance other commercially zoned property owned by the same family to the immediate west. The property is currently vacant.

ZONING CODE ANALYSIS:

Below is the permitted use table excerpt, which depicts the various uses allowed by-right or as a Conditional Use application. By default a number of the uses will not be allowed merely because of required size/space and minimal lot/bulk setback regulations.

The applicant has proposed a rezoning to C-3, and staff has listed the permitted uses to be allowed within the development as follows:

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			

This corridor is not conducive for outdoor advertisement/ billboard signs. A future site plan should be required to be reviewed by the MAPC for any future redevelopment excluding bill board signage.

Height/bulk, parking, landscaping, building setbacks, etc. must meet the requirements of the Zoning Code.

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 and pending pre-meeting reviews:

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

RECORD OF PROCEEDINGS: MAPC PUBLIC HEARING HELD SEPTEMBER 8, 2015:

Applicant: Mr. Michael Boggs, Tralan Engineering appeared before the Commission on behalf of the Race Street Athletic Club, Inc., requesting approval of a Rezoning from R-1 Single Family District to C-3 General Commercial District. The property was recently purchased by athletic club from the Forest Home Church after a fire. They hope to rezone to C-3 to conform with the rest of property, and to compete the existing facility and plat the property into one lot.

Staff: Mr. Otis Spriggs gave Staff Summary comments, noting that the property is located within a High Intensity Growth Sector on the Land Use Map, which is essentially the commercial core of the City. This area has progressed in a commercial fashion and this proposed rezoning is consistent with the Land Use Plan. The criterion as listed in the Staff Report for rezoning has been met by this application. Surrounding conditions were described.

Mr. Spriggs: Compliance with the Master Street Plan would have to be met during the platting process for Race Street (Minor Arterial) and Bernard Street (local road). Billboard advertisement is the only listed use that may be an issue for this area. There were no issues reported from neither the utility companies nor any of the listed reviewing departments. The five (5) conditions were read including a provision for no billboards.

Public Input: None.

Commission Action: Motion was made by Mr. Reece to recommend approval to City Council for a change to C-3 General Commercial District, subject to the noted conditions; Motion was seconded by Mr. Cooper.

(8-0 Vote Approval)

Roll Call Vote: Mr. Reece- Aye; Mr. Cooper- Aye; Mr. Hoelscher- Aye; Mr. Perkins- Aye; Mr. Kelton- Aye; Mr. Scurlock- Aye; Mr. Bailey- Aye; Mrs. Schrantz- Aye. Mr. Lonnie Roberts Jr. was Chair.

Conclusion:

The MAPC and the Planning Department Staff find that the requested Zoning Change submitted for subject parcel, should be evaluated based on the above observations and criteria of Case RZ 15-13, a request to rezone property from “R-1” Single Family Residential to “C-3” General Commercial and hereby recommended to Council for approval with the following condition:

1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations.
2. A final site plan subject to all ordinance requirements shall be submitted excluding billboard signage, 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 Race St. / St. Bernard St. upon any future redevelopment of the site.
4. The property shall be redeveloped under the C-3 District standards.
5. Any future change of use shall be subject to Final Site Plan review and approval by the MAPC.

Respectfully Submitted for Council Consideration,



Otis T. Spriggs, AICP
Planning & Zoning Director

Site Photographs



Trim Gym Looking East on Race Street



Trim Gym Looking East Towards Sams



Trim Gym Looking East Towards Site



Trim Gym Looking North



Trim Gym Looking Northwest Towards Trim Gym



View looking North along St. Bernard St.



Legislation Details (With Text)

File #:	ORD-15:028	Version:	1	Name:	Adopting the 2012 International Property Maintenance Code
Type:	Ordinance	Status:		Status:	Held in Council
File created:	5/6/2015	In control:		In control:	Public Safety Council Committee
On agenda:		Final action:			
Title:	AN ORDINANCE ADOPTING BY REFERENCE THE 2012 INTERNATIONAL PROPERTY MAINTENANCE CODE TO THE JONESBORO CODE OF ORDINANCES WITH RESPECT TO MULTI-FAMILY HOUSING IN THE CITY OF JONESBORO				
Sponsors:	Inspections				
Indexes:	Technical Code				
Code sections:					
Attachments:	Mayor's Statement from June 16, 2015 Letters of Opposition Email of Support				

Date	Ver.	Action By	Action	Result
6/16/2015	1	City Council	Postponed Temporarily	Pass
6/2/2015	1	City Council	Held at one reading	
5/19/2015	1	Public Safety Council Committee	Recommended to Council	Pass

AN ORDINANCE ADOPTING BY REFERENCE THE 2012 INTERNATIONAL PROPERTY MAINTENANCE CODE TO THE JONESBORO CODE OF ORDINANCES WITH RESPECT TO MULTI-FAMILY HOUSING IN THE CITY OF JONESBORO

WHEREAS, the City of Jonesboro, Arkansas desires to ensure that the City has multi-family housing that is safe and secure for the citizens of Jonesboro; and

WHEREAS, the City of Jonesboro has defined a multi-family dwelling as a dwelling designed for or occupied by three or more families living independently of each other, exclusive of auto or trailer courts or camps, hotels or motels; and

WHEREAS, the City of Jonesboro desires to adopt by reference a certain technical code entitled 2012 International Property Maintenance Code, and all future amendments and/or editions which may follow; and

WHEREAS, the City of Jonesboro desires to apply said code to all multi-family dwellings within the city limits in order to establish and clarify requirements on said dwellings so as to safeguard the life, health, safety of its citizens and the protection of property within the City of Jonesboro, Arkansas.; and

WHEREAS, the City of Jonesboro Inspections Department has reviewed said technical code and advertised for public comment on the adoption of named technical code to the Jonesboro Code of Ordinances; and

WHEREAS, the Public Safety committee has addressed all public comments received and has approved said technical code and forwarded said code to City Council for adoption; and

WHEREAS, pursuant to ACA 14-55-207, public notice was given of the City's intent to adopt said technical code by reference, advertised that three (3) copies of the document were on file and available for public review and examination in the Office of City Clerk.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS THAT:

SECTION ONE: There is hereby adopted by reference by the City of Jonesboro, Arkansas a certain technical code known as the 2012 International Property Maintenance Code and said code shall be included in the Jonesboro City Code of Ordinances.

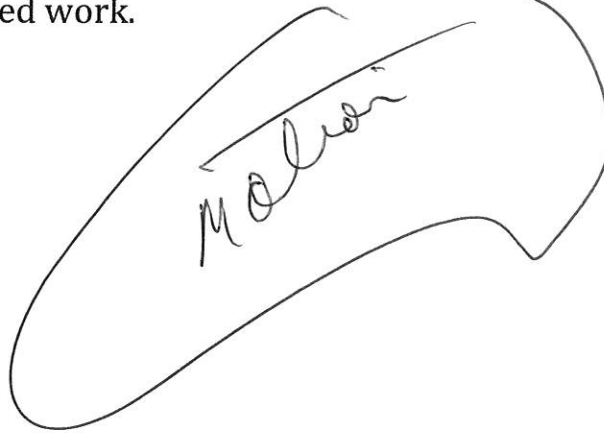
SECTION TWO: That Chapter 105, of the Jonesboro Code of Ordinances entitled Buildings and Building Regulations shall be amended by adding Article 11, entitled the 2012 International Property Maintenance Code.

SECTION THREE: The 2012 International Property Maintenance Code shall govern locally, and that nothing in this ordinance or in the code hereby adopted shall be constructed to affect any existing suit or proceeding, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Since the time this ordinance was introduced we have received a significant amount of feedback. As you know, I was concerned about the ordinance when it was presented to the Public Safety committee and asked that it be postponed at that time.

We feel that this proposed ordinance is lacking in several areas, including specific information about enforcement and administration that needs to be included.

Based on discussions with the City Attorney, staff, and the concerns and questions we received at the public meeting last week, I am respectfully asking the Council to table this ordinance until October 6, 2015. This will give us the time we need to make the changes that are necessary to come back with a good ordinance that addresses the areas we have identified that still need work.



Malen

From: Bob Rees [mailto:RR@magictouchcorp.com]
Sent: Thursday, May 28, 2015 4:40 PM
To: Carol Duncan
Subject: International Property Code

I want you to know that I think this property code being brought up to City Council to be adopted in Jonesboro

Is absolutely terrible. I do not think code enforcement has any business going into a person house or apartment and I know there is nobody now that works in code enforcement that has the education and training to evaluate properties to see if they are in violation of this code.

I was one of about 15 people that met 6 or 8 times going over this International Property Code. We went through all this code book and we all agreed that the book would not work in Jonesboro and we rewrote this code to be what we though would work in Jonesboro. Our version has been thrown away and the total International Property Code is being brought up to the City Council for passage.

Please do not support this.

Sincerely,

A handwritten signature in black ink that reads "Robert Rees". The signature is written in a cursive, flowing style.

Magic Touch Corporation

3709 E. Parker Road
P. O. Box 2516
Jonesboro, AR 72402
870-935-4800 – Office
870-243-7337 - Cell
870-935-5231 – Fax

www.magictouchcorp.com

From: hckwrth@hotmail.com

To: hperrin@jonesboro.org; cdfrierson3@hotmail.com; gvance@jonesboro.org;
crcjab@sbcglobal.net; chrismooreplumbing@yahoo.com; edgecoffehouse@hotmail.com;
clgrehabman@yahoo.com; jwstreet@sbcglobal.net; johnsons3@suddenlink.net;
ddover@nettletonschoools.net; rennellwoods@yahoo.com; mtmccall@arkbluecross.com;
tdbuton10@yahoo.com

CC: cwessel@jonesborosun.com

Subject: FW: Warnings about J'boro property code, 2012.

Date: Mon, 15 Jun 2015 21:33:31 -0500

GENTLEMEN:

I THINK YOU SHOULD REFER THIS ISSUE BACK TO THE ORIGINAL COMMITTEE AND LET THEM WORK WITH COUNCILMAN FRIERSON AND LEGAL COUNCIL DUNCAN TO DEVELOP A CODE THAT IS ACCEPTABLE TO OUR CITIZENS, USING EXCERPTS FROM THE INTERNATIONAL CODE AND DEALING WITH THE OUTSIDE OF THE STRUCTURES AS ORIGINAL PROPOSED.

PLEASE READ THE PROPOSED 2012 CODE, NOT TAKE THE WORDS OF THOSE THAT ARE PUSHING THIS AGENDA.

IF YOU VOTE TO ADOPT THIS CODE, WE WILL BE SADDLED WITH IT FOREVER, PER COUNCILMAN MOORE, WHO ANSWERED MY QUESTION ABOUT FUTURE CHANGES, HE SAID, THE CITY WILL JUST ACCEPT THE CHANGES AND IT WILL BE LEFT UP TO THE PUBLIC TO LEARN ABOUT THEM. THAT IS NOT THE WAY TO HAVE THE COOPERATION FROM OUR CITIZENS.

ALSO, ANY COUNCILPERSON WHO MIGHT BENEFIT FROM THE ENACTMENT OF THIS CODE VIA THEIR PROFESSION OCCUPATION SHOULD RECLUSE THEMSELVES FROM DISCUSSION AND VOTING ON THIS CODE. YOU KNOW WHO YOU ARE WITHOUT ME HAVING TO PRINT YOUR NAMES. YOUR ACTIONS DO NOT PASS THE SMELL TEST, NOR THE INTEGRITY TEST.

WE CAN NOT CLEAN UP OUR COMMUNITY BY PAINTING UP THE PIG.

THE PROBLEM IS THE CRIMINAL ELEMENT LIVING IN RENTAL PROPERTIES, THE POLICE ARREST THEM, THE JUDGES LET THEM OUT ON BOND AND THEN THE PROSECUTOR PLEA BARGINS A SHORT SENTENCE. THEY ARE BACK ON THE STREETS AFTER 60/90/120 DAYS. THEY SERVE THEIR TIME WATCHING TV IN A AIR CONDITION FACILITY.

E. Ray Hackworth

1606 Whitehaven Court, 870-931-5595

Date: Mon, 15 Jun 2015 13:23:26 -0400

From: blhester@m34u.net

To: hckwrth@hotmail.com

Subject: Warnings about J'boro property code
CC:

Re: The International Property Maintenance Code (IMPC) that Jonesboro City Council is Considering with the 2nd reading tomorrow night, Tuesday, June 16:

Below are warnings that came from people who have had experience with these international property codes in the past. The first one listed in red font below is enough to make any conservative object to the IPMC. Numbered warnings in red font are taken from an article at this link: <http://www.infowars.com/agenda-21-is-being-rammed-down-the-throats-of-local-communities-all-over-america/> (You may have to copy the link into your browser to get it to work)

Note the following quote from the Sun today, June 15, "**But Alderman Gene Vance said June 2 he wants to amend it to apply to all property, including single family residential, commercial and industrial properties.**" **Whether they adopt it now or later for all property, the goal and the end result they will accomplish through gradualism is for all property, including your home, if they are not stopped before it is too late.**

Warnings Gleaned From Those Who Have Had Past Experience with the International Property Maintenance Codes are in red font below. Many of these will not happen right away, but gradually they will if this Code is adopted.

1) The 'Code Official' – anybody the jurisdiction calls – a 'Code Official' – is the sole interpreter – no due process – Gestapo!

I, Bob Hester, found a copy of the 2006 International Property Maintenance Code online that reads under Section 104 at the link below that lists the "**DUTIES AND POWERS OF THE CODE OFFICIAL.**" Many powers are listed, i.e. **104.1** General. The code official shall enforce the provisions of this code. And **102.8 Requirements not covered by code.** Requirements necessary for the strength, stability or proper operation of an existing fixture, structure or equipment, or for the public safety, health, and general welfare, **not specifically covered by this code, shall be determined by code official.**
<http://linesville.net/wp-content/uploads/downloads/2012/11/property-maintenance-code-2006-pre-linesville.pdf>

I have checked the International Code for 2006 and found the principles in many of the following statements to be included in the international property codes, but I haven't had time to check all of them.

2) Every day an offense occurs is a separate mandatory misdemeanor – \$555/day and/or a month in jail in Charleston, W.Va. They can fine you out of your home and jail you at their

whim! [Separate Offense is confirmed in the 2006 IPMC. I could not find the later versions of the IMPC but noted several places where you could buy the books for \$30.00 or more.]

3) Anything the 'Code Official' says is not in good working condition – sticky window, dented or plugged gutter, torn window screen – whatever he says is not in good working order – hundreds of dollars of fines per day and/or jail time – usually a month – for every day the offense occurs.

4) Any unsanitary condition – whatever the 'Code Official' says is an 'unsanitary condition' – empty pop cans – puddles – dog droppings on your property – same deal – same fines and/or jail time – every day.

5) Any plant that the 'Code Official' says is a 'noxious weed' – same deal – same fines and/or jail time – every day. He can steal raw land.

6) He can fine you out of your home and jail you with no due process. Any court proceedings are window dressing as there is no remedy associated with this 'code.'

7) It can be 'adopted' – just by an 'administrative decree.'

WITHOUT COURT ACTION OR NOTICE THE CODE OFFICIAL CAN:

1) Enter your house whenever he – the sole interpreter – deems reasonable.

2) Prevent you from entering your house.

3) Tear your house down with your stuff in it.

4) Bill you for the demolition.

5) Place a lien on it for fines and/or demolition charges – steal it.

6) And 'best' of all, no insurance I know of will cover your losses.

You're left w/a house and your 'stuff' in a landfill – and any remaining unpaid mortgage, any remaining fines, any remaining taxes, and any remaining demolition charges after they steal your property

These codes restrict what homeowners can do with their own properties in thousands of different ways. If you rebel against one of the codes, the penalties can be extremely harsh. And there is often "selective enforcement" of these codes. That means that they will leave most people alone but they will come down really hard on people that they do not like. You could even end up with a SWAT team on your doorstep.

Even if you have your mortgage completely paid off, that doesn't mean that you really "own" your property. If you don't pay your taxes and obey the "codes", you could lose your property very rapidly.

The philosophy behind all of this is the same philosophy behind Agenda 21. The elite believe that you cannot be trusted to do the "right thing" with your own property and that your activity must be "managed" for the greater good. They believe that by controlling you and restricting your liberties that they are "saving the planet".

Unfortunately, you can probably expect this to get a whole lot worse in the years ahead. Our society is shifting from one that cherishes individual liberties and freedoms to one that is fully embracing collectivism. So our politicians will likely be making even more of our decisions for us as the years move forward.

Note: Someone just gave me a link to the International Code under consideration which is I understand is the 2012 International Property Maintenance Code. I noted there were International Codes for 2003, 2006,

2009, 2012 and 2015 that you could order for \$30 plus dollars. The 2012 Code says it is copywrited. That is another big negative for it. Codes should be easily available to citizens. That link is: <http://www.nealandlord.com/pdf/IPMC.pdf>

From: Karen Hubbard [<mailto:karen.hubbard71@yahoo.com>]
Sent: Tuesday, June 16, 2015 9:30 AM
To: Donna Jackson
Subject: Adoption of 2012 international code

I am unsure what councilman zone I live in to send this directly. Our address is 5913 Pacific Road, Jonesboro. Would you please forward this to our representative?

I ask our councilman to vote NO on this ordinance.

I realize at this point it is only being directed at multi-family housing, but it is just a matter of time before it creeps into single family owned homes. I have read the codes and the powers granted and I believe this is yet another form of government over reach and a form of land grabbing. This code allows people you do not know to enter your home at any time and prevent you as the owner from entering.

This is unbelievable that our city council could ever believe that this is appropriate for Jonesboro.

Further, I will be finding out who our councilman is for our district and if he votes in favor of this measure I will make it my personal mission to inform as many voters as possible on what this document says and make sure he has difficulty getting elected to another term. I feel that strongly against this.

Thank you,
Darryl & Karen Hubbard
Sent from my iPhone

From: Kyla Tyler [<mailto:tylerkyla@yahoo.com>]

Sent: Tuesday, June 16, 2015 2:06 PM

To: Donna Jackson

Subject: International Property Code

Sir,

My name is Kyla Tyler and I am a registered voter in Jonesboro. I have received information that the City Council will be discussing and voting on the 2012 International Property Code tonight at their meeting. I would like to go on record that I am opposed to this proposal. While I no longer own a home in Jonesboro, I might again one day and I do not want anyone in my home uninvited. There are already enough codes on the books about how my property has to look, function, etc. As long as what happens on my property isn't illegal or injurious to someone else, the City should have no right to fine or charge me for "code violations" that do not exist. Please vote against this proposal.

Thank you,
Kyla Tyler

From: Thomas Reeves [<mailto:thimbletom@suddenlink.net>]

Sent: Tuesday, June 16, 2015 1:30 PM

To: Harold Perrin

Cc: Rennell Woods Contact; Ann Williams; John Street; Charles Coleman; Tim McCall; chrismooreplumbing@yahoo.com; Darrel Dover; Donna Jackson; Chris Gibson; Mitch Johnson; Charles Frierson; Gene Vance_Contact

Subject: WE STRONGLY OPPOSE THE JONESBORO PROPERTY CODE ENDORSED BY BARACK OBAMA

Honorable Mayor Perrin and City Council Members:

We strongly oppose the Jonesboro Property Code endorsed by Barack Obama.

After we retired in 1999 we moved to Jonesboro in 2000. We chose Jonesboro after several years of research and traveling to other cities and believed Jonesboro best fit the standards we had set for the place we would retire. At that time Jonesboro met our requirements, but *Jonesboro is no longer the "Jonesboro" we chose and moved to, primarily because of the ever increasing government encroachment into our lives and property rights*, some of which we believe to be unconstitutional. Over the last two or three years we have been very disappointed with our city council – and we are just being honest with you when we tell you that.

Our only son does not live in Jonesboro, does not live in Arkansas. Maybe it's time we started more seriously considering moving away to be closer to our son and his family. The city in which he lives does not presently have a city council headed in the direction Jonesboro's city council seems to be headed. You brag about Jonesboro's growth, without recognizing the fact that the growth Jonesboro is experiencing is the wrong kind of growth.

The notes below contain some information describing the reasons we strongly oppose the Jonesboro Property Code.

Please take note, and *vote against the Jonesboro Property Code. If you do indeed have Jonesboro's citizens' best interest in the forefront of your minds* you will vote against the Property Code.

Mr. & Mrs. Thomas R. Reeves
Jonesboro, AR 72404
(870) 935-1703

There are numerous caveats in regard to the International Property Maintenance Code being proposed in Jonesboro. Documentation is included.

The International Property Maintenance is just one of the 15 "Family of International Codes," which come under the umbrella of **International Code Council (ICC)**, all designed to work

together toward government control of all building and land use design - top down control of all our property. 1

Why would we want to aid Obama in his socialist takeover of our country? "For the fourth consecutive year, President Obama proclaimed May to be National Building Safety Month - a public awareness campaign originated by the **International Code Council.**" 2 This proclamation was in regard to International Building Code that is one of the "Family of International Codes" just as is the International Property Maintenance Code being proposed for Jonesboro.

Most people are opposed to more government control until it seems to provide them with some desired goal. Government control always provides some desirable temporary effects; otherwise socialism would never flourish as it is in our nation today. However, in the long run and for most people, the negative unintended consequences far outweigh the positives.

Welfare is a perfect example of that - it was designed to get rid of poverty but instead perpetuates the problems it was supposed to alleviate and disincentives workers. Only 58.6 of the population age 16 and older are in the workforce today. 3 In total the US spends nearly \$1 trillion every year to fight poverty. **That amounts to \$20,610 for every poor person in America, or \$61,830 per poor family of three.** <http://object.cato.org/sites/cato.org/files/pubs/pdf/PA694.pdf> "The American Welfare State Policy Analysis 2012" 4

The emphasis on the Maintenance code is for the benefit of those dependent on the government - the takers in society rather than for the benefit of the contributors to society - in other words it is another form of redistribution of wealth which is classic socialism.

Socialists are working in hundreds of way to redistribute the wealth and bring our nation to total socialism. And adding to the burden of all rental property owners and taxpayers is just one more of those thousand ways to bring about dependency on the government which is Obama's plan. The taxpayers will pay for those higher code standards through subsidized housing like HUD.

A family member who rents HUD housing said it was unbelievable how one could keep raising the rent on the HUD housing and the government keeps paying. And who pays the government? And we all know what happens to nice public housing - it is destroyed because people don't take care of "free" things. It will be like the welfare programs. In fact, it is a type of welfare. The government will grow at the expense of the taxpayer supposedly for the benefit of the poor people, but the poor people will be no better off.

Jonesboro Vision 2030 reads: "**Provide equitable access for all residents to appropriate housing of their choice regardless** of race, religious creed, ancestry, national origin, gender, familial status, age, physical or mental disabilities, **income, or source of income.**" 5 Policy HOU 11.3 page 124 Chapter 11.

(I noted that all my links to Jonesboro Vision 2030 have been scrubbed, but I have most of the chapters saved in PDF form on my computer as well as a hard copy.)

Socialists accomplish everything through gradualism. The International Property Maintenance Code is just one more step toward the stated goal of Vision 2030 quoted just above. And I have been told that the Code says it is for residential property as well. I have not been able to locate a copy of the code to read it yet. If it doesn't say that, it is obvious from doing the research that is

the end goal. Therefore if you ever want to sell or rent your house (or your deceased parents' house, you could be looking at thousands of dollars to upgrade your house to the required code.)

Yes, it may be nice to have your neighborhood free from those unsightly dilapidated buildings - the perspective many are coming from. But is it worth the cost and most of all is it worth your freedom - because the rental problem is just one step of gradualism which will one day be controlling your home, temperature, amount of energy in the way of gas, electricity, etc that you use. Have you noticed those statements that compare your use of gas, water, etc. to your neighbors? They are setting the standard even now. Some global warming advocates even want to do away with your air conditioning. 6

And yes it would be nice to know that every person had a nice comfortable residence to live in, but that will never be. All this will just lead to our country becoming a third world socialist/communist country; and we all know how well people in those countries fare.

Documentation

1. List of 15 Family of International Codes <http://www.iccsafe.org/about-icc/overview/about-international-code-council/>

2. <http://www.usgbc.org/articles/president-obama-proclaims-may-be-building-safety-month>
President Obama proclaims May to be Building Safety Month

3. <http://www.cnsnews.com/news/article/terence-p-jeffrey/90473000-record-number-not-labor-force-almost-10m-under-obama> 58.6 percent of population in labor force. "90,473,000: Record Number Not in Labor Force--Up Almost 10M Under Obama"

4. <http://object.cato.org/sites/cato.org/files/pubs/pdf/PA694.pdf> "The American Welfare State, "How We Spend Nearly \$1 Trillion a Year Fighting Poverty--and Fail" Policy Analysis, April 11, 2012 "In total the US spends nearly \$1 trillion every year to fight poverty. That amounts to \$20,610 for every poor person in America, or \$61,830 per poor family of three."

5. Quote from JonesboroVision 2030 - **"Provide equitable access for all residents to appropriate housing of their choice regardless of...income or source of income."** Policy HOU11.3 on page 124 Chapter 11.

(I noted that all my links to Jonesboro Vision 2030 have been scrubbed, but I have most of the chapters saved in PDF form on my computer as well as a hard copy.)

6. p. 45 – At the 1992 Rio Earth Summit where the Agenda for the 21st Century was introduced, Chairman Maurice Strong said: “Current lifestyles and consumption patterns of the affluent middle class – involving high meat intake use of fossil fuels, appliances, **home and work-place air-conditioning**, and suburban housing – are not sustainable.”

From: Thomas Reeves [<mailto:thimbletom@suddenlink.net>]

Sent: Thursday, June 18, 2015 11:52 AM

To: Harold Perrin

Cc: Rennell Woods Contact; Ann Williams; John Street; Charles Coleman; Tim McCall; chrismooreplumbing@yahoo.com; Darrel Dover; Donna Jackson; Chris Gibson; Mitch Johnson; Charles Frierson; Gene Vance_Contact

Subject: Re: WE STRONGLY OPPOSE THE JONESBORO PROPERTY CODE ENDORSED BY BARACK OBAMA - CANDID FEEDBACK

Honorable Mayor Perrin and City Council Members – **Some CANDID FEEDBACK:**

You wisely tabled the Jonesboro Property Code Endorsed by Barack Obama, and we appreciate that. That was a small 'ray of hope' for us and will give you a little time to think about what you are about to do TO Jonesboro's citizens and the backlash adopting that code is sure to bring your way. We strongly oppose that code and will continue to do so.

We believe *you know as well as we do that that code is a moral and equitable wrong* against Jonesboro's citizens and society in general. We also believe you know that code, if passed, will be an unconstitutional infringement upon individual property rights. How can you seriously consider implementing such a code and call yourself(ves) 'representatives' of Jonesboro's citizens?

We also know as well as you do that *Jonesboro's citizens are fed up with that kind of trash.* We believe *that kind of irresponsible legislation is costing you* (and has already cost you) and the City Council Members *support and respect. You were elected to protect us, not to do us harm.* That's not hearsay; that is exactly the way we feel. Most of Jonesboro's citizens do not take the time to comment on City Council decisions of that nature, but the adverse feelings are there; and we think you know it. If you don't you're too far removed from Jonesboro society and have no business 'representing' us. The topics are discussed in our Sunday School Classes, in our coffee meetings, group gatherings, etc. and those conversations are initiated by others, not by us.

If you should ignore common sense, and the individual property rights guaranteed by our U.S. Constitution, and *pass that code over Jonesboro's citizens' objections, don't be surprised if Jonesboro's citizens take action to reverse your decision.* We will be among those actively and aggressively seeking to reverse it. We're to the point where we would be willing to spend some money to participate in a lawsuit to have a decision to implement that code declared unconstitutional – an action nobody but the attorneys win – lose/lose for you, for us, for Jonesboro's citizens and for the city of Jonesboro. We would view that action on your part as a willful and intentional harm to Jonesboro's citizens.

It's time to stop this junk! If you don't do it, Jonesboro's citizens will. We wish we didn't have to feel that way; however, you're forcing those feelings upon us against our wills and we have reached the 'line in the sand.'

Mr. & Mrs. Thomas R. Reeves
Jonesboro, AR 72404
(870) 935-1703

From: Renee Aspinwall [mailto:aspinwallrenee@gmail.com]
Sent: Thursday, May 28, 2015 3:46 PM
To: Carol Duncan
Subject: Ordinance

I am in favor of the city ordinance that will be presented, Tuesday. As a Realtor, I see that it will help everyone with their property value and eliminate some 3rd party requirement that must be meant in order for the buyer to get a particular loan.

Respectfully,
Renee Aspinwall, Realtor
Sent from my iPhone
Renee Aspinwall
Jonesboro Realty Company



Legislation Details (With Text)

File #:	RES-15:132	Version:	1	Name:	Accept a permanent drainage easement from Shane & Kimberly Barrow
Type:	Resolution	Status:		Status:	Held in Council
File created:	8/17/2015	In control:		In control:	Public Works Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT DRAINAGE EASEMENT FROM SHANE & KIMBERLY BARROW FOR THE PURPOSE OF MAKING DRAINAGE IMPROVEMENTS				
Sponsors:	Engineering				
Indexes:	Easement				
Code sections:					
Attachments:	Easement				

Date	Ver.	Action By	Action	Result
9/15/2015	1	City Council		
9/1/2015	1	Public Works Council Committee		

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT DRAINAGE EASEMENT FROM SHANE & KIMBERLY BARROW FOR THE PURPOSE OF MAKING DRAINAGE IMPROVEMENTS
WHEREAS, the City of Jonesboro, Arkansas desires to accept the following described easement for the purpose of making drainage improvements:

A 15 FOOT WIDE PERMANENT DRAINAGE EASEMENT DESCRIBED AS FOLLOWS: THE SOUTHWEST 15 FEET OF LOT 12 OF COLONY PARK SUBDIVISION 4TH ADDITION PT OF NE SE 04 -13-04, ALSO KNOWN AS 3305 JERIDON COVE, JONESBORO, ARKANSAS.

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

Section 1: The Mayor and City Clerk are hereby authorized by the City Council for the City of Jonesboro, Arkansas to accept the easement described above.

PERMANENT DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

For good and valuable consideration acknowledged being of value by the Grantors, receipt of which is hereby acknowledged, the undersigned GRANTOR SHANE & KIMBERLY BARROW, do hereby grant, convey and release unto City of Jonesboro, Jonesboro, Arkansas and unto its successors and assigns, an easement and right of entry in, over and across the following described land situated in the City of Jonesboro, County of Craighead, State of Arkansas, to-wit:

A 15 FOOT WIDE PERMANENT DRAINAGE EASEMENT DESCRIBED AS FOLLOWS: THE SOUTHWEST 15 FEET OF LOT 12 OF COLONY PARK SUBDIVISION 4TH ADDITION PT OF NE SE 04-13-04, ALSO KNOWN AS 3305 JERIDON COVE, JONESBORO, ARKANSAS.

This easement and right of way is for the purpose of making drainage improvements and maintaining said improvements within the City of Jonesboro. Any other use of this area, other than by record owners, shall only be granted by record owners, but they are not precluded from using or granting other use, so long as same does not interfere unreasonably with the express purpose intended.

This grant of easement and right of way shall be binding upon the heirs, successors, administrators and assigns of the grantors.

IN WITNESS WHEREOF, the GRANTOR have executed this instrument on the 18th day of September 2015.

Shane Barrow (Signature)

Kimberly Barrow (Signature)

Shane Barrow (Print)

Kimberly Barrow (Print)

Grantor (Title)

Grantor (Title)

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

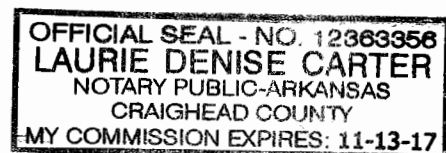
On this day before me, the undersigned officer, personally appeared Shane & Kimberly Barrow to me well known to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had executed the same for the purposes therein stated and set forth.

WITNESS my hand and seal this 18th day of September 2015.

My Commission Expires: 11-13-17

Laurie Denise Carter Hester
Notary Public (Signature)

Laurie Denise Carter Hester
Notary Public (Print)





City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: COM-15:060 **Version:** 1 **Name:** Airport Commission financial statement for August, 2015
Type: Other Communications **Status:** To Be Introduced
File created: 9/15/2015 **In control:** City Council
On agenda: **Final action:**
Title: Jonesboro Airport Commission financial statement for August 31, 2015
Sponsors: Municipal Airport Commission
Indexes: Airport financial statements
Code sections:
Attachments: [Financial statements](#)

Date	Ver.	Action By	Action	Result
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Jonesboro Airport Commission financial statement for August 31, 2015

**Jonesboro Airport Commission
Financial Statements
For the Eight Months Ended August 31, 2015 and 2014**

Orr, Lamb & Fegtly, PLC
PO Box 1796
Jonesboro, AR 72403

Accountant's Compilation Report

Jonesboro Airport Commission
Jonesboro, Arkansas

We have compiled the accompanying statement of assets, liabilities, and equity-modified cash basis of Jonesboro Airport Commission as of August 31, 2015, and the related statement of revenues and expenses-modified cash basis for the one month and 8 Months ended August 31, 2015 and 2014. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with the modified cash basis of accounting.

Management is responsible for the preparation and fair presentation of financial statements in accordance with the modified cash basis of accounting and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are not material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared on the modified cash basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Commission's assets, liabilities, equity, revenue and expenses. Accordingly, these financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to Jonesboro Airport Commission.

Orr, Lamb & Fegtly, PLC
Certified Public Accountants

September 10, 2015

**Jonesboro Airport Commission
Statement of Assets, Liabilities, and Equity
Modified Cash Basis
August 31, 2015**

ASSETS

CURRENT ASSETS

Cash - Centennial Bank	\$ 828,377.58	
Cash-Centennial Bank-Project Acct	<u>1,015.13</u>	
Total Current Assets		\$ 829,392.71

PROPERTY AND EQUIPMENT

Plant Investments	\$ <u>844.66</u>	
Net Property and Equipment		844.66

OTHER ASSETS

Rice Growers Stock	\$ <u>928.25</u>	
Total Other Assets		<u>928.25</u>

TOTAL ASSETS **\$ 831,165.62**

See accountants' compilation report.

**Jonesboro Airport Commission
Statement of Assets, Liabilities, and Equity
Modified Cash Basis
August 31, 2015**

LIABILITIES AND EQUITY

CURRENT LIABILITIES

Fica Taxes Payable	\$ 868.82
FWH Taxes Payable	484.00
SWH Taxes Payable	276.24
State Unemployment Payable	<u>43.56</u>

Total Current Liabilities \$ 1,672.62

EQUITY

Beg Retained Earnings	\$ 615,606.88
YTD Net Income(Loss)	<u>213,886.12</u>

Total Equity 829,493.00

TOTAL LIABILITIES & EQUITY \$ 831,165.62

See accountants' compilation report.

Jonesboro Airport Commission
Statement of Revenues & Expenses-Modified Cash Basis
For the 1 Month and 8 Months Ended August 31, 2015 and 2014

	<u>1 Month Ended</u> <u>August 31, 2015</u>		<u>1 Month Ended</u> <u>August 31, 2014</u>		<u>8 Months Ended</u> <u>August 31, 2015</u>		<u>8 Months Ended</u> <u>August 31, 2014</u>	
		<u>%</u>		<u>%</u>		<u>%</u>		<u>%</u>
Revenues								
Grant Revenue-City of Jonesboro	\$ 0.00	0.00	\$ 0.00	0.00	\$ 70,000.00	6.65	\$ 73,000.00	6.57
Grant Revenue-Federal & State	167,612.82	84.25	216,458.00	73.08	739,643.71	70.22	789,472.00	71.09
Construction Reimbursements- no	0.00	0.00	0.00	0.00	11,250.00	1.07	0.00	0.00
T-Hanger Lease #2/#3	0.00	0.00	0.00	0.00	0.00	0.00	6,000.00	0.54
Hanger Revenue - FBO	17,645.00	8.87	15,745.00	5.32	129,760.00	12.32	98,047.91	8.83
Revenue-Sharp Aviation	2,105.80	1.06	2,035.00	0.69	16,846.40	1.60	16,280.00	1.47
Revenue-Gate Card Fees	500.00	0.25	450.00	0.15	4,950.00	0.47	4,800.00	0.43
T Hanger Leases	0.00	0.00	0.00	0.00	0.00	0.00	6,000.00	0.54
Fuel Flowage	4,616.25	2.32	4,678.35	1.58	42,769.35	4.06	29,176.16	2.63
HANGER-FOWLER FOODS	858.78	0.43	858.78	0.29	6,870.24	0.65	6,870.24	0.62
HANGER-LANDRY	0.00	0.00	0.00	0.00	0.00	0.00	300.00	0.03
HANGER-Pinnacle Operating Corp	1,600.00	0.80	1,600.00	0.54	12,800.00	1.22	12,800.00	1.15
HANGER-Goldeneye	0.00	0.00	500.00	0.17	2,500.00	0.24	4,000.00	0.36
Auto Rental Agency & Land Lease	0.00	0.00	0.00	0.00	300.00	0.03	300.00	0.03
HANGER-HYTROL	0.00	0.00	0.00	0.00	300.00	0.03	300.00	0.03
HANGER-GOLDEN EYE	500.00	0.25	0.00	0.00	1,500.00	0.14	0.00	0.00
Terminal Building Leases-AIR CH	3,300.00	1.66	2,200.00	0.74	8,822.28	0.84	8,700.00	0.78
Other Income	200.00	0.10	51,674.17	17.45	4,954.43	0.47	54,474.17	4.91
Total Revenues	<u>198,938.65</u>	<u>100.00</u>	<u>296,199.30</u>	<u>100.00</u>	<u>1,053,266.41</u>	<u>100.0</u>	<u>1,110,520.48</u>	<u>100.0</u>
Cost of Revenues								
Grant Project Expenditures	0.00	0.00	0.00	0.00	693,975.34	65.89	603,944.95	54.38
Grounds	924.26	0.46	1,521.66	0.51	8,432.45	0.80	12,057.99	1.09
Hanger Expense-FBO	0.00	0.00	0.00	0.00	395.81	0.04	7,466.72	0.67
T-Hanger Expense	0.00	0.00	0.00	0.00	94.89	0.01	0.00	0.00
Terminal Building Expense-	745.00	0.37	1,800.10	0.61	21,713.50	2.06	17,531.03	1.58
Terminal Building Expense	92.23	0.05	326.86	0.11	1,096.07	0.10	1,052.07	0.09
Flight Service Station	0.00	0.00	0.00	0.00	19,619.00	1.86	0.00	0.00
Fire Rescue Building Expense	74.95	0.04	0.00	0.00	1,906.49	0.18	1,095.21	0.10
Sharp Aviation Expense	0.00	0.00	2,895.00	0.98	395.81	0.04	3,270.21	0.29
Old Terminal Bldg - CAP	0.00	0.00	0.00	0.00	179.37	0.02	5,670.00	0.51
Total Cost of Revenues	<u>1,836.44</u>	<u>0.92</u>	<u>6,543.62</u>	<u>2.21</u>	<u>747,808.73</u>	<u>71.00</u>	<u>652,088.18</u>	<u>58.72</u>
Gross Profit	<u>197,102.21</u>	<u>99.08</u>	<u>289,655.68</u>	<u>97.79</u>	<u>305,457.68</u>	<u>29.00</u>	<u>458,432.30</u>	<u>41.28</u>
General & Administrative Exp.								
Advertising	0.00	0.00	0.00	0.00	0.00	0.00	110.72	0.01
Dues/Subscriptions	0.00	0.00	0.00	0.00	0.00	0.00	55.00	0.00
Insurance	2,551.00	1.28	2,838.00	0.96	33,396.68	3.17	33,137.68	2.98
Insurance - Medical	536.10	0.27	515.87	0.17	5,317.44	0.50	5,155.60	0.46
Janitorial	0.00	0.00	650.00	0.22	0.00	0.00	1,300.00	0.12
Office Expense	34.75	0.02	11.25	0.00	34.75	0.00	333.96	0.03
Payroll Taxes	453.13	0.23	593.77	0.20	3,289.32	0.31	3,556.17	0.32
Postage	0.00	0.00	0.00	0.00	98.00	0.01	180.00	0.02
Rent Expense	0.00	0.00	0.00	0.00	92.00	0.01	0.00	0.00
Repairs/Maintenance	167.19	0.08	935.00	0.32	920.59	0.09	1,717.45	0.15
Salaries - Manager	3,833.34	1.93	3,833.34	1.29	30,666.72	2.91	30,666.72	2.76
Salaries - Other	2,080.00	1.05	3,519.00	1.19	11,450.50	1.09	12,417.19	1.12
Supplies	0.00	0.00	0.00	0.00	436.53	0.04	787.82	0.07

See accountants' compilation report.

Jonesboro Airport Commission
Statement of Revenues & Expenses-Modified Cash Basis
For the 1 Month and 8 Months Ended August 31, 2015 and 2014

	<u>1 Month Ended</u> <u>August 31, 2015</u>	<u>%</u>	<u>1 Month Ended</u> <u>August 31, 2014</u>	<u>%</u>	<u>8 Months Ended</u> <u>August 31, 2015</u>	<u>%</u>	<u>8 Months Ended</u> <u>August 31, 2014</u>	<u>%</u>
Telephone	288.23	0.14	281.74	0.10	2,277.15	0.22	2,517.39	0.23
Meetings/Travel	0.00	0.00	0.00	0.00	0.00	0.00	404.05	0.04
Meals/Entertainment	0.00	0.00	125.93	0.04	258.97	0.02	768.81	0.07
Utilities	0.00	0.00	165.85	0.06	170.92	0.02	829.24	0.07
Legal & Accounting	675.00	0.34	700.00	0.24	4,515.00	0.43	6,372.00	0.57
Total G & A Expenses	<u>10,618.74</u>	<u>5.34</u>	<u>14,169.75</u>	<u>4.78</u>	<u>92,924.57</u>	<u>8.82</u>	<u>100,309.80</u>	<u>9.03</u>
Revenues from Operations	<u>186,483.47</u>	<u>93.74</u>	<u>275,485.93</u>	<u>93.01</u>	<u>212,533.11</u>	<u>20.18</u>	<u>358,122.50</u>	<u>32.25</u>
Other Revenue (Expenses)								
Interest Income	170.38	0.09	152.73	0.05	1,353.01	0.13	1,138.80	0.10
Total Other Revenue (Exp.)	<u>170.38</u>	<u>0.09</u>	<u>152.73</u>	<u>0.05</u>	<u>1,353.01</u>	<u>0.13</u>	<u>1,138.80</u>	<u>0.10</u>
Net Earnings	<u>\$ 186,653.85</u>	<u>93.82</u>	<u>\$ 275,638.66</u>	<u>93.06</u>	<u>\$ 213,886.12</u>	<u>20.31</u>	<u>\$ 359,261.30</u>	<u>32.35</u>

See accountants' compilation report.

**Jonesboro Airport Commission
General Ledger**

Date	Reference T	Description	Beginning Balance	Current Amount	YTD Balance
	1020	Cash - Centennial Bank	643,637.49		
08/31/15	1	Cash Disbursements		(7,547.22)	
08/31/15	2	see journal entries		17,645.00	
08/31/15	2	see journal entries		858.78	
08/31/15	2	see journal entries		1,600.00	
08/31/15	2	see journal entries		500.00	
08/31/15	2	see journal entries		650.00	
08/31/15	2	see journal entries		2,105.80	
08/31/15	2	see journal entries		4,616.25	
08/31/15	2	see journal entries		169.94	
08/31/15	2	see journal entries		3,300.00	
08/31/15	2	see journal entries		(1,551.86)	
08/31/15	2	see journal entries		166,768.56	
08/31/15	2	see bank statement		50.00	
08/31/15	P89	Payroll Journal Entry		(4,425.16)	
				<u>184,740.09</u>	<u>828,377.58</u>
	1034	Cash-Centennial Bank-Project Acct	170.43		
08/31/15	2	see journal entries		0.44	
08/31/15	3	ffa deposit		844.26	
				<u>844.70</u>	<u>1,015.13</u>
	2020	Plant Investments	0.00		
08/18/15	10148 V	Jonesboro Airport Commission Project AIP LEGAL AD #2		844.66	
				<u>844.66</u>	<u>844.66</u>
	2530	Rice Growers Stock	928.25		
				<u>0.00</u>	<u>928.25</u>
	3040	Fica Taxes Payable	(972.86)		
08/31/15	2	see journal entries		972.86	
08/31/15	P89	Payroll Journal Entry		(868.82)	
				<u>104.04</u>	<u>(868.82)</u>
	3050	FWH Taxes Payable	(579.00)		
08/31/15	2	see journal entries		579.00	
08/31/15	P89	Payroll Journal Entry		(484.00)	
				<u>95.00</u>	<u>(484.00)</u>
	3060	SWH Taxes Payable	(320.32)		
08/11/15	10137 V	Dept. of Finance & Administration JULY		320.33	
08/31/15	P89	Payroll Journal Entry		(276.25)	
				<u>44.08</u>	<u>(276.24)</u>
	3080	State Unemployment Payable	(24.84)		
08/31/15	P89	Payroll Journal Entry		(18.72)	
				<u>(18.72)</u>	<u>(43.56)</u>
	5030	Beg Retained Earnings	(615,606.88)		
				<u>0.00</u>	<u>(615,606.88)</u>

**Jonesboro Airport Commission
General Ledger**

<u>Date</u>	<u>Reference T</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Current Amount</u>	<u>YTD Balance</u>
		6001 Grant Revenue-City of Jonesboro	(70,000.00)	<u>0.00</u>	<u>(70,000.00)</u>
		6002 Grant Revenue-Federal & State	(572,030.89)		
08/31/15	2	see journal entries		(166,768.56)	
08/31/15	3	ffa deposit		(844.26)	
				<u>(167,612.82)</u>	<u>(739,643.71)</u>
		6003 Construction Reimbursements- non gov't	(11,250.00)	<u>0.00</u>	<u>(11,250.00)</u>
		6010 Hanger Revenue - FBO	(112,115.00)		
08/31/15	2	see journal entries		(17,645.00)	
				<u>(17,645.00)</u>	<u>(129,760.00)</u>
		6011 Revenue-Sharp Aviation	(14,740.60)		
08/31/15	2	see journal entries		(2,105.80)	
				<u>(2,105.80)</u>	<u>(16,846.40)</u>
		6012 Revenue-Gate Card Fees	(4,450.00)		
08/31/15	2	see journal entries		(450.00)	
08/31/15	2	see bank statement		(50.00)	
				<u>(500.00)</u>	<u>(4,950.00)</u>
		6015 Fuel Flowage	(38,153.10)		
08/31/15	2	see journal entries		(4,616.25)	
				<u>(4,616.25)</u>	<u>(42,769.35)</u>
		6016 HANGER-FOWLER FOODS	(6,011.46)		
08/31/15	2	see journal entries		(858.78)	
				<u>(858.78)</u>	<u>(6,870.24)</u>
		6018 HANGER-Pinnacle Operating Corp.	(11,200.00)		
08/31/15	2	see journal entries		(1,600.00)	
				<u>(1,600.00)</u>	<u>(12,800.00)</u>
		6019 HANGER-Goldeneye	(2,500.00)	<u>0.00</u>	<u>(2,500.00)</u>
		6020 Auto Rental Agency & Land Lease	(300.00)	<u>0.00</u>	<u>(300.00)</u>
		6021 HANGER-HYTROL	(300.00)	<u>0.00</u>	<u>(300.00)</u>
		6022 HANGER-GOLDEN EYE	(1,000.00)		
08/31/15	2	see journal entries		(500.00)	
				<u>(500.00)</u>	<u>(1,500.00)</u>

**Jonesboro Airport Commission
General Ledger**

Date	Reference T	Description	Beginning Balance	Current Amount	YTD Balance
		6030 Terminal Building Leases-AIR CHOICE	(5,522.28)		
08/31/15	2	see journal entries		(3,300.00)	
				<u>(3,300.00)</u>	<u>(8,822.28)</u>
		6060 Other Income	(4,754.43)		
08/31/15	2	see journal entries		(200.00)	
				<u>(200.00)</u>	<u>(4,954.43)</u>
		7005 Grant Project Expenditures	693,975.34		
				<u>0.00</u>	<u>693,975.34</u>
		7010 Grounds	7,508.19		
08/18/15	10138 V	Arkansas Air Center 15855		478.38	
08/18/15	10142 V	Dacus Fence Co. Inc. 13476		434.00	
08/18/15	10152 V	Quality Farm Supply J1-119561		11.88	
				<u>924.26</u>	<u>8,432.45</u>
		7030 Hanger Expense-FBO	395.81		
				<u>0.00</u>	<u>395.81</u>
		7035 T-Hanger Expense	94.89		
				<u>0.00</u>	<u>94.89</u>
		7040 Terminal Building Expense-	20,968.50		
08/18/15	10146 V	Greg Moore		650.00	
08/18/15	10153 V	Suddenlink		95.00	
				<u>745.00</u>	<u>21,713.50</u>
		7041 Terminal Building Expense	1,003.84		
08/18/15	10143 V	Dixie Contractors Inc. 12510		92.23	
				<u>92.23</u>	<u>1,096.07</u>
		7050 Flight Service Station	19,619.00		
				<u>0.00</u>	<u>19,619.00</u>
		7051 Fire Rescue Building Expense	1,831.54		
08/18/15	10154 V	Suddenlink		74.95	
				<u>74.95</u>	<u>1,906.49</u>
		7052 Sharp Aviation Expense	395.81		
				<u>0.00</u>	<u>395.81</u>
		7053 Old Terminal Bldg - CAP	179.37		
				<u>0.00</u>	<u>179.37</u>
		8100 Insurance	30,845.68		
08/18/15	10147 V	Hollis & Burns Insurance 13913		1,432.00	
08/18/15	10155 V	ZENITH INSURANCE COMPANY DP127331401001		1,119.00	

**Jonesboro Airport Commission
General Ledger**

<u>Date</u>	<u>Reference T</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Current Amount</u>	<u>YTD Balance</u>
		8100 Insurance (cont.)		<u>2,551.00</u>	<u>33,396.68</u>
		8110 Insurance - Medical	4,781.34		
08/03/15	10135 V	Arkansas Blue Cross Blue Shield 10871427		829.62	
08/31/15	P89	Payroll Journal Entry		<u>(293.52)</u>	
				<u>536.10</u>	<u>5,317.44</u>
		8140 Office Expense	0.00		
08/18/15	10151 V	PAYPAL SMART CONNECT 802534816660		34.75	
				<u>34.75</u>	<u>34.75</u>
		8160 Payroll Taxes	2,836.19		
08/31/15	P89	Payroll Journal Entry		453.13	
				<u>453.13</u>	<u>3,289.32</u>
		8170 Postage	98.00		
				<u>0.00</u>	<u>98.00</u>
		8180 Rent Expense	92.00		
				<u>0.00</u>	<u>92.00</u>
		8190 Repairs/Maintenance	753.40		
08/18/15	10145 V	Greenway Equipment , Inc.		71.81	
08/18/15	10149 V	Lowe's Business Accounts		95.38	
				<u>167.19</u>	<u>920.59</u>
		8200 Salaries - Manager	26,833.38		
08/31/15	P89	Payroll Journal Entry		3,833.34	
				<u>3,833.34</u>	<u>30,666.72</u>
		8210 Salaries - Other	9,370.50		
08/31/15	P89	Payroll Journal Entry		2,080.00	
				<u>2,080.00</u>	<u>11,450.50</u>
		8220 Supplies	436.53		
				<u>0.00</u>	<u>436.53</u>
		8240 Telephone	1,988.92		
08/18/15	10139 V	AT & T		150.62	
08/18/15	10140 V	AT&T MOBILITY		137.61	
				<u>288.23</u>	<u>2,277.15</u>
		8250 Meals/Entertainment	258.97		
				<u>0.00</u>	<u>258.97</u>
		8260 Utilities	170.92		
				<u>0.00</u>	<u>170.92</u>

**Jonesboro Airport Commission
General Ledger**

<u>Date</u>	<u>Reference T</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Current Amount</u>	<u>YTD Balance</u>
	8280 Legal & Accounting		3,840.00		
08/18/15	10141 V	Cahoon & Smith Law Office		500.00	
08/18/15	10150 V	Orr, Lamb & Fegtly 6275		175.00	
				<u>675.00</u>	<u>4,515.00</u>
	9010 Interest Income		(1,182.63)		
08/31/15	2	see journal entries		(170.38)	
				<u>(170.38)</u>	<u>(1,353.01)</u>
Current Profit/(Loss)		<u>186,653.85</u>	YTD Profit/(Loss)	<u>213,886.12</u>	
Number of Transactions		58			
			The General Ledger is in balance		<u>0.00</u>

**Jonesboro Airport Commission
Payroll Journal**

Pay Description	Hours	Amount	Withholdings	Amount	Deduction Desc.	Amount
15 - Lanny Gibson Check #10136 08/31/15						
Gross Pay #5	0.0000	2,080.00	FICA-SS W/H	128.96		
			FICA-Med W/H	30.16		
			Federal W/H	138.00		
			State W/H	76.25		
TOTALS	<u>0.0000</u>	<u>2,080.00</u>		<u>373.37</u>		<u>0.00</u>
Number of Periods: 1					NET PAY:	1,706.63
Company Expenses:		FICA-SS: 128.96	FICA-Med: 30.16	FUTA: 0.00		
		AR SUTA: 18.72				
16 - GEORGE K. JACKSON Check #10144 08/31/15						
Gross Pay #5	0.0000	3,833.34	FICA-SS W/H	223.11	Ins 125	234.72
			FICA-Med W/H	52.18	Insurance	58.80
			Federal W/H	346.00		
			State W/H	200.00		
TOTALS	<u>0.0000</u>	<u>3,833.34</u>		<u>821.29</u>		<u>293.52</u>
Number of Periods: 1					NET PAY:	2,718.53
Company Expenses:		FICA-SS: 223.11	FICA-Med: 52.18	FUTA: 0.00		
		AR SUTA: 0.00				

**Jonesboro Airport Commission
Payroll Journal**

Pay Description	Hours	Amount	Withholdings	Amount	Deduction Desc.	Amount
Company Totals	Number of Checks: 2					
Gross Pay #5	0.0000	5,913.34	FICA-SS W/H	352.07	Ins 125	234.72
			FICA-Med W/H	82.34	Insurance	58.80
			Federal W/H	484.00		
			State W/H	276.25		
TOTALS	<u>0.0000</u>	<u>5,913.34</u>		<u>1,194.66</u>		<u>293.52</u>
					NET PAY:	4,425.16
Company Expenses:		FICA-SS: 352.07	FICA-Med: 82.34	FUTA: 0.00		
		AR SUTA: 18.72				