



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Council Agenda City Council

Tuesday, March 17, 2009

6:30 PM

Council Chambers

PUBLIC SAFETY COMMITTEE MEETING AT 5:15 P.M.

City Council Chambers, Huntington Building

- 1. Call to order by the Mayor at 6:30 P.M.**
- 2. Pledge of Allegiance and Invocation**
- 3. Roll Call by the City Clerk**
- 4. Special Presentations**

COM-09:027 City Youth Proclamation

Sponsors: Mayor's Office

5. Consent Agenda

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

MIN-09:024 Minutes for the City Council meeting on March 5, 2009.

Attachments: [Minutes](#)

RES-09:021 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT PROPERTY (PERMANENT EASEMENT) DESCRIBED AS A PART OF LOT 29 OF COBB'S SURVEY TOGETHER WITH PART OF LOT 1 OF COBB'S SURVEY, CRAIGHEAD COUNTY, ARKANSAS FOR CONSTRUCTION AND MAINTENANCE OF INTERSECTION IMPROVEMENTS AT WASHINGTON AVENUE AND BRIDGE STREET

Sponsors: Mayor's Office and Public Works

Attachments: [St Bernard's Agreement](#)
[St Bernards](#)

Legislative History

3/5/09	Public Works Council Committee	Recommended to Council
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RES-09:029 A RESOLUTION TO ENTER INTO A CONTRACT WITH SCS FIELD SERVICES FOR GAS COLLECTION AND CONTROL SYSTEMS (GCCS) OPERATIONS, MONITORING, AND MAINTENANCE (OM&M) SERVICES;

Sponsors: Public Works and Sanitation

Attachments: [SCS OM&M Proposal](#)

Legislative History

3/5/09	Public Works Council Committee	Postponed Temporarily
3/11/09	Public Works Council Committee	Recommended to Council

6. New Business

Ordinances on First Reading

ORD-08:072 AN ORDINANCE TO AMEND AND ADD TO THE JONESBORO MUNICIPAL CODE OF ORDINANCES, TITLE 6 ANIMALS AND FOWL, CHAPTER 6.08 DOGS, SUB SECTION 6.08.05 DOGS TO BE CONFINED FOR THE PROHIBITION OF IMPROPER CONFINEMENT OF DOGS IN THE CITY OF JONESBORO

Sponsors: Mayor's Office and Animal Control

Legislative History

11/18/08	Public Safety Council Committee	Tabled
12/18/08	Public Safety Council Committee	Recommended to Council
1/6/09	City Council	Held at one reading
1/20/09	City Council	Held at second reading
2/3/09	City Council	Postponed Temporarily
2/17/09	Public Safety Council Committee	Recommended to Council

ORD-09:010 AN ORDINANCE TO AMEND CHAPTER 11.36 OF THE JONESBORO MUNICIPAL CODE, AMENDING ORDINANCE 2643 AND ALL OTHER ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith AND ADOPTING BY REFERENCE A CERTAIN TECHNICAL CODE ENTITLED THE ARKANSAS MECHANICAL CODE, 2003 EDITION

Sponsors: Inspections and Public Works

Legislative History

3/5/09	Public Works Council Committee	Recommended to Council
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ORD-09:014 AN ORDINANCE TO SPECIFY DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Sponsors: Engineering

Legislative History

3/5/09

Public Works Council
Committee

Recommended to Council

7. Unfinished Business*Ordinances on Second Reading*

ORD-09:017 AN ORDINANCE TO AMEND TITLE 14 KNOWN AS THE ZONING ORDINANCE PROVIDING FOR THE CHANGE IN ZONING BOUNDARIES FROM AGRICULTURE AG-1 TO RESIDENTIAL RS-6 LUO FOR PROPERTY LOCATED AT THE REAR OF 3700 FLEMON ROAD ON THE NORTH SIDE OF FLEMON ROAD AS REQUESTED BY TURMAN CONSTRUCTION CO.

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

Legislative History

3/5/09

City Council

Held at one reading

*Items that have been held in Council**Ordinances on First Reading*

ORD-09:013 AN ORDINANCE TO AMEND TITLE 14 KNOWN AS THE ZONING ORDINANCE PROVIDING FOR THE CHANGE IN ZONING BOUNDARIES FROM RESIDENTIAL R-1 TO INDUSTRIAL I-2 LUO FOR PROPERTY LOCATED DIRECTLY WEST OF 2914 CASEY SPRINGS ROAD AS REQUESTED BY ROBERT SARTIN

Attachments: [Plat](#)
[MAPC Report](#)
[Affidavit](#)
[Application for Zoning Ordinance Map Amendment](#)
[Appeal Letter](#)
[Warranty Deed](#)
[Letter from Attorney Skip Mooney](#)
[MAPC Staff Report dated September 18, 2007](#)
[ADEQ Permit](#)
[Aerial Photography](#)
[Information Packet](#)

Legislative History

3/5/09

City Council

Postponed Temporarily

8. Mayor's Reports**9. City Council Reports**

10. Public Comment

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

11. Adjournment.



Meeting Minutes
City Council

Thursday, March 5, 2009

6:30 PM

Council Chambers

PUBLIC WORKS COMMITTEE MEETING AT 5:30 P.M.

APPEAL HEARING AT 6:00 P.M.

Attorney Skip Mooney, representing Mr. Robert Sartin, discussed the rezoning and its denial by the MAPC. He explained Mr. Sartin closed his facility in the fall of 2008 because he was told by the City that the property was improperly zoned. He further explained in 1989 the City performed the mass annexation, which included Mr. Sartin's property that he was, at that time, renting from another owner while operating his business there. He stated under Arkansas law the land became a non-conforming use, which meant the business could continue but if the operations stopped the owner could lose the right to continue the business. Mr. Mooney noted the business never stopped being used as a waste disposal site. He explained the landfill the City owns was operating as a non-conforming use, but was rezoned in 2007 to I-2 to conform to the landfill use. He then discussed the 1989 annexation and asked the Council to allow Mr. Sartin to re-open the compost site. He noted after the ice storm Mr. Sartin was not able to dispose of the limbs and other debris using his own property, so it was a financial burden to him not to have the site open. He asked the Council to allow Mr. Sartin to re-open his business. Councilmen Gibson asked Mr. Mooney if it was true that before the mass annexation that there is no record of the property being used as a business. Mr. Mooney agreed. He added he has affidavits from people verifying Mr. Sartin has been operating that business since 1982, as well as having letters from other lawn businesses verifying it. He further discussed the annexation and the closing of Mr. Sartin's business. Councilman Frierson stated there may have been a deadline for a non-conforming use under the annexation to be rezoned. Mr. Mooney stated there is no deadline, but if the operations stopped then the business could not continue. Councilman McCall stated he was under the impression that people under the mass annexation had nine years to rezone the property. Councilman Vance explained he was on the Planning Commission at that time and the deadline may have just been a recommendation and not in the actual ordinance. He noted there was a lot of advertising at the time that if there are businesses operating as non-conforming, then they would help get the zoning changed. He noted he knows they were still doing that in 1996, which was his last year on the Council for his previous term. Councilman Hargis questioned whether the business is a problem to the people in the area under R-1.

Councilman Moore clarified the City's rezoning of the landfill. He explained the City closed the landfill and spent \$7 million so the City wouldn't open another landfill. He added it's not like the City did something for itself that the City wouldn't do for Mr. Sartin. Further discussion was held concerning the site. City Planner Otis Spriggs stated he was hired in January, 2006, and in June or July of that year he and Sanitation Director Royce Leonard visited the site with Mr. Sartin. He explained during that visit Mr. Sartin was advised to seek rezoning. He added he was not aware it was an active site because it was not stated nor were there any equipment present. He further explained Mr. Sartin, at that time, indicated he wanted to utilize neighboring for the facility, in which he informed Mr. Sartin that he would have to

rezone the property to I-2 in order to allow for the compost facility. He noted in regards to the affidavits and letters, the Planning staff has not been provided that information nor have they been able to look at it. Mr. Spriggs stated the appeal hearing is in regards to the MAPC's denial to rezone the property. Councilman Moore clarified Mr. Spriggs has not been shown legal proof that Mr. Sartin was operating the compost site before the mass annexation, which would be the basis of an appeal. Mr. Spriggs agreed and stated they need to see the documentation. He added any decision they make would be subject to appeal to the Board of Zoning Adjustment. He explained he has spoken with City Attorney Phillip Crego concerning the matter. Further discussion was held concerning the site and its use before the mass annexation. Mr. Crego stated all that is before the Council with the hearing is the appeal because of the denial of the rezoning. He added non-conforming use is not included in that request. He explained the question of the non-conforming use is a separate issue, which can be presented to the Board of Zoning Adjustment.

Councilman Gibson questioned the timeline, asking how far back the license goes. Mr. Robert Sartin explained they started dumping at the site and using it as a compost site. He further explained he got a license from ADEQ in 1997 after the City instructed him to get one. He added he was never told to rezone the property. He stated he has met all the rules on the facility since 1982 Mr. Sartin continued to discuss his property and the use of it. He noted the houses that are complaining about his compost facility were built after his facility was in use. He further added he is not adding to his facility and is not asking for anything more. He explained he just wants to rezone the property. Councilman Hargis questioned whether there is an odor problem with green composting. Mr. Sartin answered no, that he's never received complaints about odors.

Mr. Mike Ledbetter, 612 West Washington, spoke in opposition to the facility. He stated the homes that were built around 2000 are not the only ones complaining about the facility. He added there are people who have lived in the area for many years that are opposed to the facility. He explained Mr. Sartin wants to rezone to I-2 to not only take care of his own business' composting, but to also bring in other business to his composting site.

Mr. William Budd, 2086 Casey Springs Road, also spoke in opposition to the facility. He explained if Mr. Sartin was renting the property before the annexation, when he purchased the property he should have had taken the responsibility of rezoning it. He further explained there is no advertising stating a business is on the compost facility site and if it's run right, then there should be machines running all the time. He asked the City Council to consider that when making their decision.

Mr. Howard Cargill, 2813 Casey Springs Road, spoke in opposition to the facility. He stated he was expecting a different presentation than the one given by Mr. Sartin tonight because it left out some details of things that had been done illegally by Mr. Sartin that he was caught doing. He agreed with Mr. Budd, saying he hasn't seen any trucks going into the business and he's been living in the area for four years. He further explained there is no space or buffer between the property and the subdivision as Mr. Sartin indicated earlier. Mr. Cargill stated money is what this is all about.

Mr. Derek Falls, 2812 Nottingham Way, reiterated that Mr. Sartin did not receive his permit from ADEQ until 1997. He noted if Mr. Sartin did not receive his permit until 1997, but was operating a compost site since 1982, then from 1982 to 1997 he was operating the facility unpermitted. He questioned how an unpermitted compost site could be grandfathered in. He added there is no evidence Mr. Sartin had a legal compost site before 1997. He provided the Council with aerial photographs of the

area. He discussed when Mr. Sartin was gravel mining the site and stated he was being woken up every morning by the machinery because they were working only 30 yards from his house. He discussed the photographs and stated Mr. Sartin continued gravel mining the area even after the City asked him to stop. He further explained Mr. Sartin didn't stop gravel mining the area until Mr. Crego got involved.

Mr. Bob Wright, 2818 Casey Springs Road, also spoke in opposition and noted he has lived in his house since 1983. He stated there are concrete blocks, oil drums and grease cans on an adjoining vacate lot that could become part of the compost site.

Mr. Reginald Holland, 2813 Nottingham Way, explained Mr. Sartin held a meeting concerning the compost site for some of the people in the area. He asked Mr. Sartin at the meeting whether he would want to live next to a compost facility and Mr. Sartin did not answer him. He then questioned what the compost facility would do to the value of the homes in the area.

Mr. Sartin stated he is not trying to hurt the community, but he has over 60 families that need a check every week. He explained he did not know he was mining illegally in Phase II of the property and have not been on the property since they quit mining there. He added he has been told he cannot take any equipment into that area to clean it up. He further explained the 14 acres is a buffer and he will not be touching that land. He disagreed Mr. Wright, stating there are no oil cans on the facility. Mr. Sartin explained they dump at the City landfill every week. He stated from 1982 to 1997 he was not aware that he needed a license, which is why he did not receive one until 1997. He further explained he understands the concerns of the home owners, which is why he's willing to leave the buffer area.

1. Call to order by the Mayor at 6:30 P.M.

2. Pledge of Allegiance and Invocation

3. Roll Call by the City Clerk

Present 12 - Darrel Dover; Ann Williams; Charles Frierson; Jim Hargis; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Rennell Woods and Mikel Fears

4. Special Presentations

Proclamation and Key to the City presentation to former City of Jonesboro Mayor Hubert Brodell for his numerous years of service

Mayor Perrin read the proclamation for Mr. Brodell and presented him with a Key to the City.

ORD-09:013 AN ORDINANCE TO AMEND TITLE 14 KNOWN AS THE ZONING ORDINANCE PROVIDING FOR THE CHANGE IN ZONING BOUNDARIES FROM RESIDENTIAL R-1 TO INDUSTRIAL I-2 LUO FOR PROPERTY LOCATED DIRECTLY WEST OF 2914 CASEY SPRINGS ROAD AS REQUESTED BY ROBERT SARTIN

Attachments: [Plat](#)
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[ADEQ Permit](#)
[Aerial Photography](#)
[Information Packet](#)

Councilman Moore motioned, seconded by Councilman Street, to move ORD-09:013 to the top of the agenda. All voted aye.

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

A motion was made by Councilman Chris Moore, seconded by Councilman Jim Hargis, that this matter be Postponed Temporarily . The motion PASSED by an unanimous vote

Aye: 12 - Darrel Dover;Ann Williams;Charles Frierson;Jim Hargis;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods and Mikel Fears

5. Consent Agenda

MIN-09:020 Minutes for the City Council meeting on February 17, 2009.

Attachments: [Minutes](#)

This item was PASSED on the consent agenda.

Aye: 12 - Darrel Dover;Ann Williams;Charles Frierson;Jim Hargis;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods and Mikel Fears

6. New Business

Ordinances on First Reading

ORD-09:011 AN ORDINANCE TO AMEND THE 2009 ANNUAL BUDGET AND THE CITY PAY PLAN FOR THE CITY OF JONESBORO BY ADDING FOUR ADDITIONAL POSITIONS OF CAPTAIN TO THE FIRE DEPARTMENT, INCREASE DEMOLITIONS BUDGET IN POLICE DEPARTMENT-CODE ENFORCEMENT, AND MOVE APPROPRIATIONS FROM OUTSIDE AGENCIES TO BUILDING MAINTENANCE.

Sponsors: Finance

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

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

Councilman Johnson motioned, seconded by Councilman Dover, to adopt the emergency clause. All voted aye.

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

Aye: 12 - Darrel Dover;Ann Williams;Charles Frierson;Jim Hargis;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods and Mikel Fears

Enactment No: O-EN-013-2009

ORD-09:017 AN ORDINANCE TO AMEND TITLE 14 KNOWN AS THE ZONING ORDINANCE PROVIDING FOR THE CHANGE IN ZONING BOUNDARIES FROM AGRICULTURE AG-1 TO RESIDENTIAL RS-6 LUO FOR PROPERTY LOCATED AT THE REAR OF 3700 FLEMON ROAD ON THE NORTH SIDE OF FLEMON ROAD AS REQUESTED BY TURMAN CONSTRUCTION CO.

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

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

Councilman Moore asked to hold the ordinance at first reading.

This matter was held at one reading.

Aye: 12 - Darrel Dover;Ann Williams;Charles Frierson;Jim Hargis;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods and Mikel Fears

7. Unfinished Business

8. Mayor's Reports

Mayor Perrin thanked the Council for allowing he and City Clerk Donna Jackson to attend the recent Chamber of Commerce trip to Washington DC. He explained they met with the chief of staffs of each delegation, while also meeting individually with some of the delegations. He discussed the Washington trip and what was accomplished for the City of Jonesboro. He added he has met with Mr. Dan Flowers from the Arkansas Highway and Transportation Department concerning the funds from the stimulus package and projects that can take place. He noted they have been notified of additional funding through CBDG and will be applying for more grants through the counties and mayors in this area of the State.

Mayor Perrin then discussed the debris pickup. He stated as of February 28th the debris removal company had picked up 133,734 cubic yards. He noted the estimated amount in the contract was only 100,000 cubic yards, but he anticipates the debris to possibly exceed 250,000 cubic yards. He explained the money spent will be refunded by FEMA, with the exception of 12.5 cents on the dollar. He further explained they anticipate the City being reimbursed for the use of their equipment and the overtime spent immediately after the storm by the Street Department. He stressed that March 22 is the last day for citizens to put debris on the curb to be picked up.

COM-09:025 Project list as provided by Mayor Perrin to the City Council on March 5, 2009.

Attachments: [Project List](#)

This item was Read.

COM-09:024 MPO presentation as given by Amin Ulkarim to the City Council on March 5, 2009.

Attachments: [MPO presentation](#)
[MPO presentation - PDF](#)
[MPO Brochure](#)

MPO Director Amin Ulkarim discussed the MPO and what they do.

Councilman Hargis questioned whether the MPO can help with projects such as sidewalks or southern/northern bypasses. Mr. Ulkarim explained federal funding cannot be spent unless the MPO verifies the projects are needed by doing studies and requesting funding. Mayor Perrin noted the MPO is a conduit, in that the City could not get federal funding without it. He added the MPO will have input in the Master Street Plan, as well as assisting with the stimulus package.

This item was Read.

9. City Council Reports

Councilman Street motioned, seconded by Councilman Dover, to add a resolution to the agenda. All voted aye.

RES-09:034 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A CONTRACT WITH EXPRESS SERVICES, INC. TO PROVIDE STAFFING NEEDS FOR MONITORING AND OTHER RELATED SERVICES RELATED TO DEBRIS REMOVAL RESULTING FROM THE ICE STORM OF 2009;

Attachments: [Express Agreement](#)

A motion was made by Councilman John Street, seconded by Councilman Chris Moore, that this Resolution be Passed. The motion CARRIED by a Voice Vote.

Aye: 12 - Darrel Dover; Ann Williams; Charles Frierson; Jim Hargis; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Rennell Woods and Mikel Fears

Enactment No: R-EN-020-2009

Councilman Johnson asked for an update concerning the Street and Sanitation facility. Mayor Perrin explained they have identified property to purchase and the owners have accepted the offer. He further explained the City was able to purchase the property for lower than anticipated. He stated he will be sending to Council the exact dollar amount. Mayor Perrin also explained there is a possibility of purchasing additional property for future growth. He also discussed possibly putting JETS in the same location by using federal grant monies. He stated the Building Committee will be looking at the property to see what else can be located there.

Councilman Woods questioned whether Mayor Perrin was able to meet President Obama during the Mayor's recent trip to DC. Mayor Perrin answered no, he was not able to meet the President and missed the tour of the White House because he was working. He also congratulated Councilman Woods on his accomplishments with CityYouth Ministries. Councilman Vance noted past City and County governments were also instrumental in CityYouth Ministries.

10. Public Comment

Mr. Rick Tribble, 3120 Casey Springs Road, discussed his property by the old landfill. He stated they have constant health problems due to the landfill and it's not a safe

environment to live in. He added he thinks the methane gas migrated to their property. He noted they have researched the issue on the internet and their property is closer to the landfill than what is recommended. He asked the Council to consider having the City purchase his property due to the problems. Mayor Perrin stated he will visit with the Public Works Director and meet with Mr. Tribble.

11. Adjournment.

A motion was made by Councilman Chris Moore, seconded by Councilman Mitch Johnson, that this meeting be Adjourned. The motion CARRIED by a Voice Vote.

Aye: 12 - Darrel Dover; Ann Williams; Charles Frierson; Jim Hargis; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Rennell Woods and Mikel Fears

_____ **Date:** _____
Harold Perrin, Mayor

_____ **Date:** _____
Donna Jackson, City Clerk



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Text File

File Number: RES-09:021

Introduced: 1/30/2009

Current Status: Recommended to
Council

Version: 1

Matter Type: Resolution

Title

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT PROPERTY (PERMANENT EASEMENT) DESCRIBED AS A PART OF LOT 29 OF COBB'S SURVEY TOGETHER WITH PART OF LOT 1 OF COBB'S SURVEY, CRAIGHEAD COUNTY, ARKANSAS FOR CONSTRUCTION AND MAINTENANCE OF INTERSECTION IMPROVEMENTS AT WASHINGTON AVENUE AND BRIDGE STREET

Body

WHEREAS, the City of Jonesboro, Arkansas desires to accept the property described as follows for construction and maintenance of intersection improvements at Washington Avenue and Bridge Street:

Part of Lot 29 of Cobb's Survey of the Southwest Quarter of the Southeast Quarter of Section 18, Township 14 North, Range 4 East, Craighead County, Arkansas as recorded in the public records in Jonesboro, Craighead County, Arkansas, together with Part of Lot 1 of Cobb's Survey of the Southeast Quarter of the Southeast Quarter of Section 18, Township 14 North, Range 4 East, Craighead County, Arkansas as recorded in the public records in Jonesboro, Craighead County, Arkansas.

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

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

RIGHT-OF-WAY

Whereas, St. Bernards Hospital, Inc. is the owner of land in Craighead County, Arkansas described below, and the City of Jonesboro, a municipal corporation of the State of Arkansas, is the owner of adjoining land;

Whereas, St. Bernards Hospital, Inc., and city have agreed upon a right-of-way for construction and maintenance of a street across the land of St. Bernards Hospital, Inc., in favor of city and in favor of the land of the city;

Now, Therefore, be it agreed between St. Bernards Hospital, Inc., and city on this 27 day of January, ~~2008~~, 2009

1. St. Bernards Hospital, Inc., in consideration of the agreement hereinafter made by city, grants to city a right-of-way for construction and maintenance of a street over the land of St. Bernards Hospital, Inc., in City of Jonesboro, Craighead County, Arkansas, more particularly described as follows:

PART OF LOT 29 OF COBB'S SURVEY OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS AS RECORDED IN THE PUBLIC RECORDS IN JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, TOGETHER WITH PART OF LOT 1 OF COBB'S SURVEY OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS AS RECORDED IN THE PUBLIC RECORDS IN JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 29 OF COBB'S SURVEY OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS AS RECORDED IN THE PUBLIC RECORDS IN JONESBORO, CRAIGHEAD COUNTY, ARKANSAS: THENCE NORTH 89°02'36" EAST ALONG THE NORTH LINE OF SAID LOT 29 AND THE SOUTHERLY RIGHT OF WAY LINE OF WASHINGTON AVENUE, 100.00 FEET TO THE POINT OF BEGINNING: THENCE CONTINUE NORTH 89°02'36" EAST 187.75 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF WASHINGTON AVENUE AND THE WESTERLY RIGHT OF WAY LINE OF BRIDGE STREET: THENCE ALONG THE WESTERLY RIGHT OF WAY LINE OF BRIDGE STREET AS FOLLOWS, SOUTH 30°57'31" EAST 119.62 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 506.80 FEET, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°30'03", A DISTANCE OF 84.04 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1291. FEET AND WHOSE RADIUS POINT BEARS NORTH 34°33'01" EAST: THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND DEPARTING SAID WESTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 01°13'21", A DISTANCE OF 27.56 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 205.00 FEET: THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 43°55'54", A DISTANCE OF 157.18 FEET: THENCE NORTH 10°17'43" WEST 5.35 FEET: THENCE SOUTH 89°06'36" WEST 5.07 FEET: THENCE NORTH 10°17'43" WEST 5.07 FEET: THENCE SOUTH 89°06'36" WEST 186.92 FEET: THENCE NORTH 00°07'24" WEST 14.78 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 5,544 SQ. FT. OR 0.13 ACRES, MORE OR LESS.

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

2. Grantor hereby covenants with Grantee that it is the owner in fee simple of the lands the subject of this right of way and will defend the Grantee's right of way to said lands against all claims done or suffered by, through or under Grantor, but against none other.

3. City, in consideration of the grant of right-of-way aforesaid, agrees to construct, maintain and improve the property through the use as is set forth herein.

4. This agreement shall inure to and bind the heirs, executors, administrators, successors and assigns of the parties and shall constitute a covenant running with the land of St. Bernards Hospital, Inc.

St. Bernards Hospital, Inc.

By: Ben E. Owens

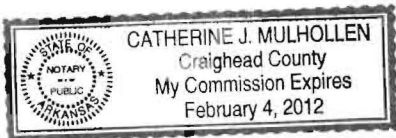
Title: President / CEO

STATE OF ARKANSAS
COUNTY OF Craighead

ACKNOWLEDGMENT

On this day before me, the undersigned officer, personally appeared Ben E. Owens by: _____ Title: President / CEO
to me well known to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they had executed the same for the purposes therein stated and set forth.

WITNESS my hand and seal this 27th day of January, ~~2008~~ 2009.



Catherine J. Mulhollen
NOTARY PUBLIC

MEMORANDUM OF GOVERNING BOARD OF

OF ST. BERNARD'S HOSPITAL, INC.

Date: January 27, 2009

The undersigned directors of the Governing Board of St. Bernard's Hospital, Inc. (the "Corporation") make this memorandum of action to be placed in the corporate minute book in lieu of a formal meeting.

The Corporation is the owner of certain real estate located at the corner of Bridge Street and Washington Avenue. The City of Jonesboro has requested a right of way over a .13 acre parcel of such property to construct, widen and maintain a street. Copies of the right of way agreement and plat are attached to this memorandum as Exhibit A. The construction and maintenance of the street will benefit the property owned by the Corporation and it is the recommendation of management that the Corporation grant the right of way to the City of Jonesboro as requested..

RESOLVED, by signature below, each member of the Governing Board consents to acting informally in respect to this matter and approves the granting of the right of way to the City of Jonesboro as stated herein.

BE IT FURTHER RESOLVED, by signature below, each member of the Governing Board hereby authorizes, empowers and directs the President of the Corporation to execute the right of way agreement and any other documents deemed necessary by him to complete the grant of the right of way.

Sr. Mary Anne Nuce
Chairperson

Wanda Bluel
Member

Sister Monica Swinyski
Secretary to Board

Sister Henrietta Hochle
Board member

Sister Eileen Schneider
Board Member

Sister Lisa O'Connell
Board Member

MEMORANDUM OF GOVERNING BOARD OF

OF ST. BERNARD'S HOSPITAL, INC.

Date: January 27, 2009

The undersigned directors of the Governing Board of St. Bernard's Hospital, Inc. (the "Corporation") make this memorandum of action to be placed in the corporate minute book in lieu of a formal meeting.

The Corporation is the owner of certain real estate located at the corner of Bridge Street and Washington Avenue. The City of Jonesboro has requested a right of way over a .13 acre parcel of such property to construct, widen and maintain a street. Copies of the right of way agreement and plat are attached to this memorandum as Exhibit A. The construction and maintenance of the street will benefit the property owned by the Corporation and it is the recommendation of management that the Corporation grant the right of way to the City of Jonesboro as requested..

RESOLVED, by signature below, each member of the Governing Board consents to acting informally in respect to this matter and approves the granting of the right of way to the City of Jonesboro as stated herein.

BE IT FURTHER RESOLVED, by signature below, each member of the Governing Board hereby authorizes, empowers and directs the President of the Corporation to execute the right of way agreement and any other documents deemed necessary by him to complete the grant of the right of way.

Neil Crowson
Board Member

Stephen S. [Signature]
Board Member

[Signature]
BD. MEMBER

Alan Patterson, Jr.
Board Member

MEMORANDUM OF GOVERNING BOARD OF

OF ST. BERNARD'S HOSPITAL, INC.

Date: January 27, 2009


The undersigned directors of the Governing Board of St. Bernard's Hospital, Inc. (the "Corporation") make this memorandum of action to be placed in the corporate minute book in lieu of a formal meeting.

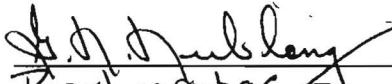
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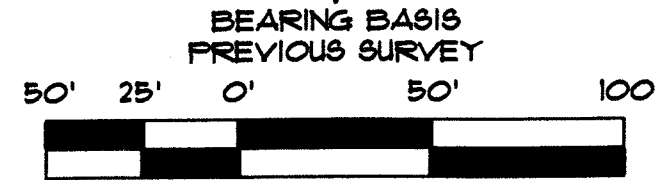
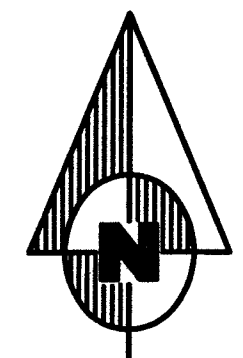
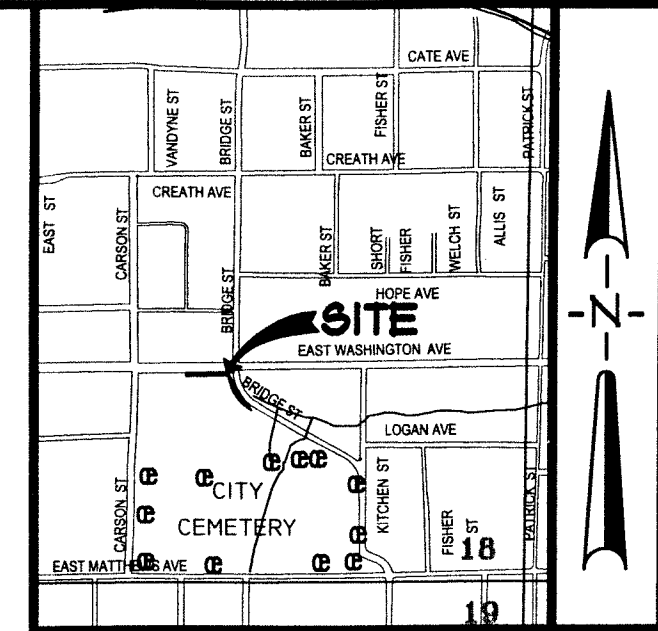
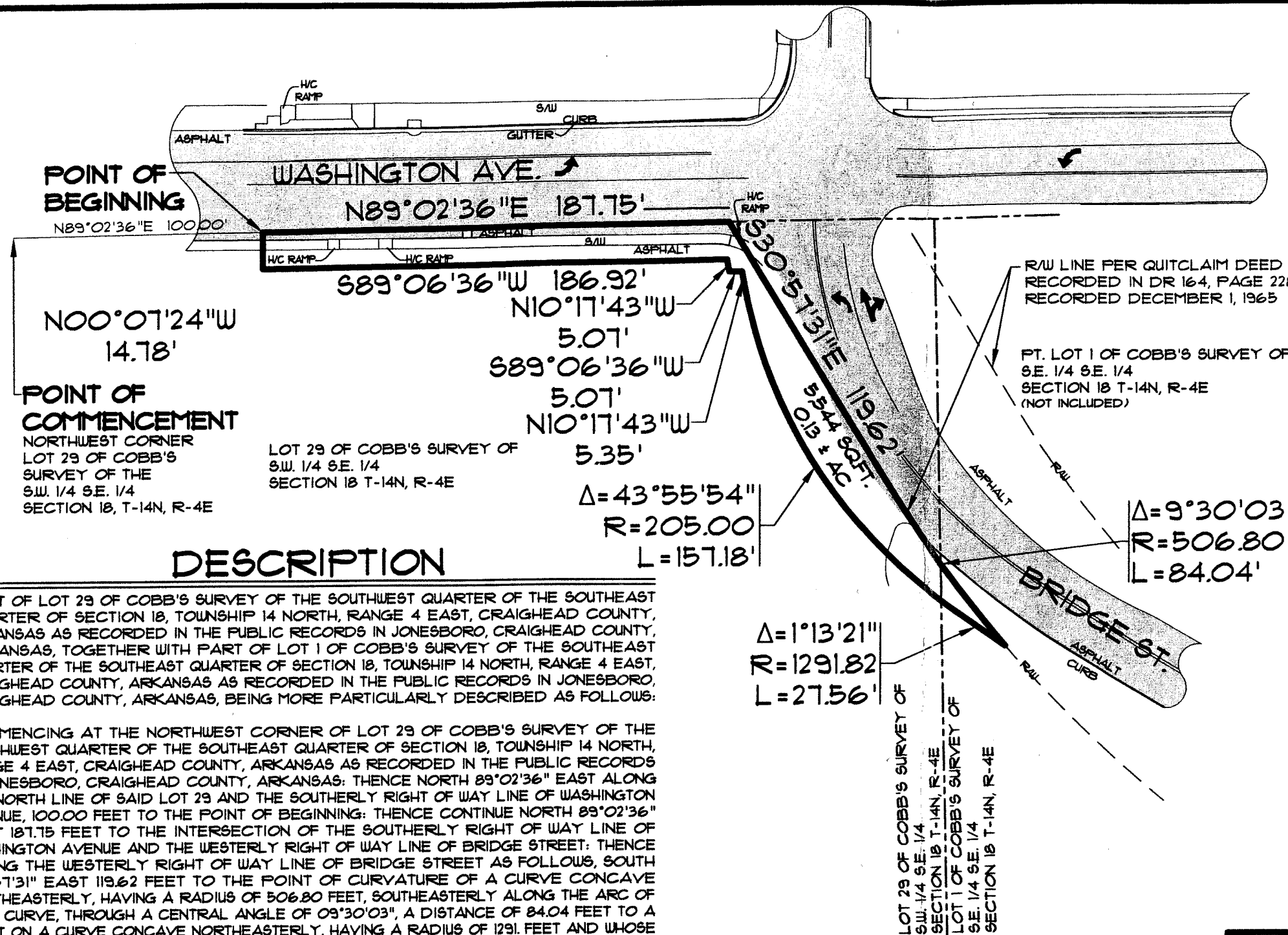
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Board member


Board member


Board member



GRAPHIC SCALE
IN FEET

DESCRIPTION

PART OF LOT 29 OF COBB'S SURVEY OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS AS RECORDED IN THE PUBLIC RECORDS IN JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, TOGETHER WITH PART OF LOT 1 OF COBB'S SURVEY OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS AS RECORDED IN THE PUBLIC RECORDS IN JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 29 OF COBB'S SURVEY OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS AS RECORDED IN THE PUBLIC RECORDS IN JONESBORO, CRAIGHEAD COUNTY, ARKANSAS: THENCE NORTH 89°02'36" EAST ALONG THE NORTH LINE OF SAID LOT 29 AND THE SOUTHERLY RIGHT OF WAY LINE OF WASHINGTON AVENUE, 100.00 FEET TO THE POINT OF BEGINNING: THENCE CONTINUE NORTH 89°02'36" EAST 187.75 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF WASHINGTON AVENUE AND THE WESTERLY RIGHT OF WAY LINE OF BRIDGE STREET: THENCE ALONG THE WESTERLY RIGHT OF WAY LINE OF BRIDGE STREET AS FOLLOWS, SOUTH 30°51'31" EAST 119.62 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 506.80 FEET, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°30'03", A DISTANCE OF 84.04 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1291 FEET AND WHOSE RADIUS POINT BEARS NORTH 34°33'01" EAST: THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND DEPARTING SAID WESTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 01°13'21", A DISTANCE OF 27.56 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 205.00 FEET: THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 43°55'54", A DISTANCE OF 157.18 FEET: THENCE NORTH 10°11'43" WEST 5.35 FEET: THENCE SOUTH 89°06'36" WEST 5.07 FEET: THENCE NORTH 10°11'43" WEST 5.07 FEET: THENCE SOUTH 89°06'36" WEST 186.92 FEET: THENCE NORTH 00°01'24" WEST 14.78 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 5,544 SQ. FT. OR 0.13 ACRES, MORE OR LESS.
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

NOTE: THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.

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

EASEMENT SKETCH
THE CITY OF JONESBORO
JONESBORO, ARKANSAS

DRAWN: KUG	CHECKED: FUL	DATE: 12/22/08	SHEET
SCALE: 1" = 50'	CADD FILE: 05256-003	DWG#: 0414182.0110	1 OF 1

REV	DATE	REVISIONS	BY



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Text File

File Number: RES-09:029

Introduced: 2/24/2009

Current Status: Recommended to
Council

Version: 1

Matter Type: Resolution

Title

A RESOLUTION TO ENTER INTO A CONTRACT WITH SCS FIELD SERVICES FOR GAS COLLECTION AND CONTROL SYSTEMS (GCCS) OPERATIONS, MONITORING, AND MAINTENANCE (OM&M) SERVICES;

Body

WHEREAS, the City of Jonesboro has desires to enter into a contract for the gas collection and control systems (GCCS) operations, monitoring, and maintenance (OM&M) services;

WHEREAS, SCS Field Services has stated a base price of \$32,800 plus expenses for the gas collection and control systems (GCCS) operations, monitoring, and maintenance (OM&M) services;

WHEREAS, the funding for the execution of the contract shall come from 03-101-0217 and compensation shall be provided monthly until completion of the project;

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

Section 1: The City of Jonesboro shall enter into a contract with SCS Field Services for the base price of \$32,800.00 plus expenses for gas collection and control systems (GCCS) operations, monitoring, and maintenance (OM&M) services.

Section 2: The funding for the execution of the contract shall come from 03-101-0217.

Section 3: The Mayor, Harold Perrin, and the City Clerk, Donna K. Jackson, are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.

SCS FIELD SERVICES



Proposal GCCS OM&M Services Strawfloor Road Landfill

Presented to:



City of Jonesboro
Public Works Department
307 Vine Street
Jonesboro, Arkansas 72403
(870) 336-7282

Presented by:

SCS FIELD SERVICES
1901 Central Drive
Suite 550
Bedford, Texas
(817) 571-2288

January 14, 2009
File No. F13508

Offices Nationwide
www.scsengineers.com

GCCS OM&M Services Proposal Strawfloor Road Landfill

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- Fee Schedule
- SCS-FS OM&M Services Agreement

SECTION 1 BACKGROUND

The Strawfloor Road Landfill (Site) is not currently subject to the operational requirements of Title 40 Code of Federal Regulations Part 60, Subpart WWW (aka New Source Performance Standards or NSPS). For sites subject to NSPS operational requirements, these rules provide specific standards for the operation and maintenance of the gas collection and control system (GCCS), particularly as they concern the operational performance of the wellfield. In addition, they also establish monitoring, recordkeeping, and reporting requirements.

Currently, the GCCS for the Site consists of 57 landfill gas (LFG) extraction wells, header collection piping, and condensate collection locations all served by a blower/flare station (BFS) system. Collected LFG is combusted in a utility flare. Collected condensate is pumped to an aboveground storage tank.

SECTION 2 SCOPE OF SERVICES

SCS-FS will perform GCCS operations, monitoring, and maintenance (OM&M) services for the Site including routine and non-routine wellfield and BFS monitoring and maintenance. SCS-FS will also perform LFG probe and structure monitoring. Reporting of all of these services will be provided. These activities are further described below.

OPERATIONAL GOALS

While GCCS operation is not currently subject to NSPS rules, SCS-FS will operate the GCCS consistent with the NSPS standards. In accordance with NSPS, the following minimum LFG quality standards will apply to measurements taken at each LFG extraction wellhead:

- Static pressure measured at the wellhead must be less than 0.0 inches of water column (i.e., under vacuum).
- LFG temperature measured at the wellhead must be less than 131 degrees Fahrenheit (131° F).
- Oxygen concentration measured at the wellhead must be less than 5.0 percent by volume.

Although not required by regulations, SCS-FS will also attempt to maintain the following LFG quality readings at each wellhead:

- Methane concentration greater than 50 percent
- Balance gas concentration less than 10 percent

These LFG quality readings are overall benchmarks and are not considered absolute minimum or maximum allowable readings; however, they are consistent with NSPS requirements and provide a desirable goal for LFG quality at each wellhead.

TASK 1 – ROUTINE MONTHLY GCCS OM&M SERVICES

Routine GCCS-related services are those services for which the scopes can be reasonably defined at the present time and estimates of costs provided.

Wellfield Monitoring and Maintenance Services

SCS-FS will conduct monthly monitoring and adjustment of the wellfield to ensure proper balancing of the LFG extraction wells. Routine GCCS OM&M services will be provided at each LFG extraction well. During these services, SCS-FS will document the following operational data (as appropriate) for each well:

- Static pressure
- Differential pressure
- LFG flow
- LFG composition (i.e., methane (CH₄), carbon dioxide (CO₂), oxygen (O₂), balance gas)
- LFG temperature

- Wellhead condition
- Propane level
- Condensate storage level

During wellhead monitoring, the technician will listen for leaks. Minor leaks identified during monitoring will be repaired at the time of discovery. Leaks that cannot be fully repaired (e.g., those requiring replacement parts) will be temporarily mitigated in the field (if possible). Permanent repairs will be performed as “non-routine scheduled services” in accordance with the provisions specified below.

Other Wellfield Monitoring and Maintenance Services

Additional wellfield monitoring and maintenance services are indicated below:

- Measurement of header pressure at each well as needed to troubleshoot problems such as decreased available vacuum to a LFG extraction well.
- Measurement of depths-to-liquid in wells where monitoring results indicate elevated liquid levels.
- Observation and monitoring of condensate sumps and/or drip legs to verify their integrity and proper operation.
- Observation for general landfill cover integrity and surface water drainage conditions that might impact LFG collection system operations.
- Replacement of flex hoses and monitoring ports on wells (labor only).

As necessary, issues related to these items will be brought to the attention of landfill management prior to SCS-FS personnel leaving the landfill and documented in the monthly report (see below).

BFS Monitoring and Maintenance Services

SCS-FS technicians will perform routine monthly BFS monitoring including the following services:

- Collect LFG measurements at the BFS including:
 - Instantaneous flow readings (from meter or by pitot tube measurements)
 - Total flow readings (if equipped with a totalizer)
 - Overall system vacuum
 - Blower inlet and outlet pressures and temperatures
 - Flame arrestor inlet and outlet pressures (if equipped with monitoring ports)
 - Composite LFG composition (i.e., CH₄, CO₂, O₂, and balance gas concentrations)
 - Flare temperature
 - Blower run time hours (if equipped with a meter)
 - Blower bearing temperatures

- Blower amperage reading (if equipped with a meter)
- Monitor and record operating status as applicable of various BFS components including:
 - Blower
 - Motor
 - Flare
 - Flare control system
 - Condensate knockout(s)
 - Air compressor
 - Propane tank

SCS-FS personnel will also perform as necessary manufacturer's specified routine preventative maintenance of BFS components including:

- Blower
- Motor
- Flare control system (including flare fire eye)
- Condensate knockout(s)
- Air compressor
- Flame arrestor (clean annually)

This work may include as applicable:

- Tightening of flex hoses, valves, etc.
- Replacement of broken cock valves
- Cleaning of the blower/flare station
- Checking/greasing motor/blower bearings
- Cleaning of the fire eye
- Changing oil, oil and air filters, and oil/water separator on air compressor (labor only)

In addition to the above services, SCS-FS will also assist landfill management with condensate disposal.

Spare Parts and Materials Inventory

As part of its services, SCS-FS will maintain an inventory of spare parts and materials on site for the GCCS (in accordance with the manufacturer's operations manuals for the blower, motor, flare, and compressor). If any of the spare parts or materials in the inventory are used for repairs or maintenance, SCS-FS will notify landfill management and assist as needed with purchase of replacement spare parts and materials.

A schedule of parts will be developed within 60 days of award of contract and provided to the County for procurement.

GCCS OM&M-Related Recordkeeping and Reporting

For monthly GCCS OM&M services, SCS-FS will submit a letter report to the City by the 15th of the month following the month for which wellfield monitoring services were provided. This report will include the following information:

- Monitoring data collected at individual LFG extraction wells.
- Status of each well's compliance with operating requirements for pressure, temperature, and oxygen concentration.
- Summary of BFS operations.
- Cover integrity issues potentially impacting GCCS operations (if any).
- Condensate sump operation and condensate tank capacity status.
- Summary of routine maintenance services performed.
- Summary of non-routine maintenance services performed.
- Recommendations of additional non-routine maintenance or repairs needed (if any).
-
- Recommendations of enhancements to improve collection system operations and performance (if any).

In advance of submitting the above-described report, SCS-FS will compile collected data on the SCS Data Services server and provide access for designated City personnel to this data. Field data will be uploaded to Data Services for access and review within three workdays following collection by SCS-FS. By placing data on the Data Services server, access will be available to SCS-FS personnel and City personnel at all times via the Internet.

PROJECT MANAGEMENT AND ADMINISTRATION

SCS-FS will provide an adequate level of management and administration to ensure that the project runs smoothly and efficiently. Management/administrative services include scheduling of field activities and reporting, oversight of field activities, invoicing for services, and client communications. Costs for these services are included under the respective tasks.

TASK 2 – NON-ROUTINE GCCS OM&M SERVICES

While this proposal has been prepared to minimize non-routine services and to provide pre-established fixed costs for the most commonly anticipated services, some non-routine services may be necessary at times. Examples of such services are provided below.

Non-Routine Scheduled Services

Non-routine scheduled services consist of corrective repairs or maintenance work identified during routine visits. Such services may include but are not limited to the following:

- Repair of broken valves.
- Replacement of damage wellheads.
- Raising of wells to address waste fill activities.
- Repair of damaged header lines.
- Troubleshooting of well and/or header problems.
- Troubleshooting of pump problems (in wells or sumps).
- Troubleshooting of leachate panel problems.

Such services may be necessary for regulatory compliance or essential for satisfactory system operation; however, the work is of a non-emergency nature and can be scheduled to allow for procurement of materials and/or equipment and scheduling of personnel. Non-routine scheduled maintenance will be performed on a time-and-materials or fixed fee basis and only with prior authorization from the City. For fixed-fee billing, a daily rate that accounts for labor, monitoring equipment, vehicle, and per diem costs has been provided in the cost estimate table below.

Non-Routine Unscheduled Services

Non-routine unscheduled (emergency) services include events that require immediate response for ongoing operation of the GCCS and/or to ensure protection of public health and the environment. Such services may include but are not limited to the following:

- Emergency call-out by landfill personnel.
- Repair of main header line breaks (resulting in no or substantially reduced LFG flow to the BFS).
- Troubleshooting/repair of BFS problems.
- Investigation of surging vacuum in header.

Due to the urgent nature of these items, advance scheduling of work activities may not be feasible; however, SCS-FS staff is prepared to respond to emergencies as needed, 24 hours per day, 7 days per week. Non-routine unscheduled services will typically be performed as required on a time-and-materials basis and only with prior authorization from the City. If agreed upon by both parties, the fixed-fee daily rate provided in the cost estimate table below may be used for emergency services.

TASK 3 – ROUTINE LFG PROBE AND STRUCTURE MONITORING SERVICES

SCS-FS will conduct routine quarterly monitoring of LFG probes and structures in accordance with the site-specific Landfill Gas Management Plan (if applicable) and report results to landfill management. Scheduling of probe monitoring events will be coordinated with site personnel. At a minimum, the following information will be documented for LFG probes for each event:

- Monitoring date and time
- Weather conditions
- Probe condition
- Probe pressure
- Probe methane concentration

SCS-FS will also monitor on-site occupied structures for the presence of methane and verify the operation of any continuous gas monitors in those structures. Should methane be detected in any probes or structures or should any continuous gas monitors be determined to be inoperable, landfill management will be promptly notified at the time of the monitoring event.

SECTION 3 SCHEDULE

SCS-FS is prepared to commence the scope of services described in this proposal beginning March 1, 2009. These services and any required non-routine services will be provided through February 2010.

SECTION 4 ASSUMPTIONS AND CONDITIONS

In preparing this proposal SCS-FS offers the following assumptions and conditions:

1. SCS-FS will be responsible for the OM&M of the GCCS at the Site. The GCCS currently consists of 57 LFG extraction wells, below-grade header and lateral lines, associated condensate collection systems, and a BFS system. No expansion of the current system has been accounted for in this proposal.
2. All routine monitoring and maintenance services will be performed by a one-man crew.
3. Wellheads are in suitable condition for monitoring with a LandTec GEM 2000.
4. All materials for flex hose and monitoring port replacement will be provided by the City or obtained by SCS-FS in accordance with the fee schedules provided in the appendices.
5. After initial startup services, SCS-FS will be responsible for routine semimonthly monitoring and maintenance of the BFS operation. Except during startup, more frequent checks of the BFS have not been accounted for in this proposal under routine services.
6. Quarterly LFG probe monitoring costs do not account for follow-up monitoring of probes or structures resulting from detection of methane concentrations exceeding regulatory limits. Where re-monitoring requiring a separate mobilization is needed, costs will be billed on a time-and-materials or fixed fee basis.
7. The City will provide SCS-FS with plans, reports, and manuals that might facilitate completion of the required scope of services. If available, any drawings (e.g., GCCS design plans) will be provided as AutoCAD files.
8. All reports will be provided in standardized formats currently utilized by SCS-FS; however, minor changes to the reports as specified by the City will be made.
9. No regularly scheduled meetings between the City and SCS-FS have been accounted for in the scope of services; however, it is anticipated that the SCS-FS technician may meet with City personnel on site when performing routine and non-routine services.
10. SCS-FS takes no responsibility for the overall quality of the LFG collected from the LFG collection system in regards to trace components.
11. SCS-FS takes no legal responsibility for any of the potential hazards associated with the condensate or with the disposal of condensate from the GCCS; however, SCS-FS will assist with coordination and management of condensate removal operations.
12. This proposal is valid for 60 days from the date of this submittal. This proposal is confidential and for City use only. If awarded the work, this proposal will become part of a mutually acceptable contract or purchase order.

SECTION 5 COST ESTIMATE

ROUTINE SERVICES (TASKS 1 AND 3) AND NON-ROUTINE SERVICES (TASK 2)

SCS-FS proposes to perform routine and select non-routine GCCS OM&M services on a fixed fee basis for the amounts shown in the table below.

Task Number	Type of Service	Service Term	Service Period	Fixed Fee Cost per Period	Cost for Service Term
Routine					
1	Routine GCCS OM&M	03/2009 – 02/2010	Monthly	\$2,400	\$28,800
3	Routine LFG Probe and Structure Field Monitoring	10/2008 – 12/2009	Quarterly	\$1,000	\$4,000
Total					\$32,800
Non-Routine					
2	Non-Routine GCCS OM&M Callout	03/2009 – 02/2010	Daily	\$1,000	\$5,000 ³

³ Assumes five callouts per service term; estimate does not account for equipment/materials which will be billed at cost plus 15 percent markup with approval from the City

If agreed to by the City and SCS-FS, two one-year extensions of the contract may be made. For the calendar year 2010 extension, costs will be 5 percent more than those shown in the table above. For the calendar year 2011 extension, costs will be 10 percent more than those shown in the table above.

Any increase in pricing terms will be limited to 5% per extension.

OTHER NON-ROUTINE SERVICES (TASK 2)

For events where the daily callout rate is not appropriate, non-routine scheduled services will be compensated in accordance with the fee schedules provided in the appendices. As needed, SCS-FS will provide the City with time-and-materials/not-to-exceed or fixed fee estimates for specific corrective repairs or maintenance work identified during routine services. Work would proceed subsequent to authorization from the City.

Non-routine unscheduled (emergency) services may also be compensated on a time-and-materials basis in accordance with the fee schedules provided in the appendices if use of the daily callout rate is determined to not be appropriate. Due to the urgent nature of this work, it is assumed that SCS-FS will be required to quickly respond to requests from the City for assistance and will not have sufficient time to provide cost estimates for services in advance. Work would proceed subsequent to authorization from the City.

SECTION 6 CLOSING

In the event the City finds this proposal acceptable, a standard SCS-FS agreement is enclosed for execution by the City.

FEE SCHEDULES

SCS FIELD SERVICES

FEE SCHEDULE

(Effective August 1, 2008 through July 31, 2009)

Technical Field Personnel	Rate (\$)/Hour
Laborer.....	48
Fusion Technician.....	58
Technician.....	59
Equipment Operator.....	62
Senior Technician.....	70
Foreman.....	74
Plant Operator.....	77
Superintendent.....	95
Senior Superintendent.....	110

Management/Support Personnel	Rate (\$)/Hour
Secretarial.....	45
Project Administrator.....	55
Senior Project Administrator.....	70
Designer/Drafter.....	75
Project Coordinator.....	95
Project Professional.....	110
Senior Project Professional.....	130
Field Compliance Auditor.....	140
Project Manager.....	165
Regional Manager/Project Director.....	195

General Terms

1. Labor rates are in effect until July 31, 2009. Any work performed after that date is subject to a new Standard Fee Schedule.
2. The above rates include salary, overhead, and profit. Other direct charges, such as subcontractors, construction equipment, materials, air travel, freight, auto rental, permits, fees, taxes, tolls, and other costs incurred for the project will be billed at cost plus 15 percent. The cost of equipment owned by SCS Field Services will not be subject to administrative mark-up. Automobile mileage cost is \$0.58 per mile. Trucks will be charged at \$18.00/hour. (No administrative mark-up will be applied to charges for company owned vehicles).
3. Invoices will be prepared monthly for work in progress, unless otherwise agreed. Invoices are due and payable upon receipt. Any invoices not paid within 30 days of receipt are subject to a service charge of 1.5 percent per month on the unpaid balance.
4. Payment of SCS Field Services invoices for services performed will not be contingent upon the Client's receipt of payment from other parties. Client agrees to pay legal costs,



SCS Field Services

Fee Schedule

August 1, 2008 through July 31, 2009

Page 2

including attorney's fees, incurred by SCS Field Services in collecting any amounts past due and owing on Client's accounts

5. Rates for Principals may be negotiated on a project specific basis. For special situations, such as expert testimony or international assignments, hourly rates will be on an individually negotiated basis.
6. On short term or one time assignments, services which require less than eight (8) hours, but more than four (4) hours will be billed at eight (8) hours. A minimum of four (4) hours will be billed for any service requested which is not conducted in conjunction with an ongoing project (including call-outs after normal work hours) and will be charged portal-to-portal, from SCS Field Services offices.
7. For operation, construction, and/or repair work performed on weekends and/or nights (if work exceeds 8 hours in a day), the above rates will be marked up 40 percent. For work performed on Company recognized holidays or beyond 12 hours in a day, the above rates will be marked up 70 percent.
8. These rates are based on non-union, non-prevailing wage scales.
9. For long-term on-site project assignments, rates may be discounted on an individually negotiated basis. Long-term on-site personnel are permitted to return home every four (4) weeks. Travel expense shall be invoiced to Client at cost plus 15 percent.
10. Costs for equipment and analysis will be billed in accordance with the rates contained on SCS Field Services Standard Fee Schedule for Equipment and Analysis.

SCS FIELD SERVICES

FEE SCHEDULE FOR EQUIPMENT AND ANALYSIS

(Effective August 1, 2008 through July 31, 2009)

	Rate (\$)
GEM 500 Gas Analyzer:	
• Daily Rate	115/day
• Weekly Rate.....	345/week
• Monthly Rate	1,035/month
GEM 2000 Gas Analyzer:	
• Daily Rate	185/day
• Weekly Rate.....	555/week
• Monthly Rate	1,665/month
H ₂ S Gas Pod.....	10/day
SEM 500 Emissions Monitor:	
• Daily Rate	185/day
• Weekly Rate.....	555/week
• Monthly Rate	1,665/month
Q Rae Gas Analyzer O ₂ /H ₂ S/CO/Combustibles.....	50/day
Micro Max Gas Analyzer O ₂ /H ₂ S/CO/Combustibles.....	50/day
Gas-Tech Tritector Gas Analyzer O ₂ /H ₂ S/Combustibles	45/day
Magnehelic Pressure Set	20/day
Kurz Air Velocity Meter.....	35/day
Digital Readout Thermocouple.....	25/day
Gastech Detector Tubes/Pump.....	15/each
Metal Bellows Vacuum Pump	35/day
Bar Punch:	
• Daily Rate	10/day
• Weekly Rate.....	30/week
• Monthly Rate	90/month
Fisher M95 Metal Detector.....	30/day
Dewatering Pump (Trash Pump)	45/day
TVA Flame Ionization Detector:	
• Daily Rate	110/day
• Weekly Rate.....	500/week
• Monthly Rate	1,400/month



SCS Field Services
 Fee Schedule for Equipment and Analysis
 August 1, 2008 through July 31, 2009
 Page 2

Rate (\$)

MiniRae 2000 PID:

- Daily Rate 100/day
- Weekly Rate..... 400/week
- Monthly Rate 1,200/month

Air Sampling Station:

- Daily Rate 40/day
- Weekly Rate..... 175/week

Transit:

- Daily Rate 15/day
- Weekly Rate..... 75/week
- Monthly Rate 250/month

Level:

- Daily Rate 15/day
- Weekly Rate..... 65/week
- Monthly Rate 195/month

Pipe Laser:

- Daily Rate 50/day
- Weekly Rate..... 220/week
- Monthly Rate 650/month

- Water Trailer 75/day
- PAS 3000 Air Sampling Pump 25/day
- Tedlar Bag (10-Liter) 40/each
- Non-Contaminating Air Sampling Pump..... 25/day
- Fyrite Carbon Dioxide Indicator 15/day
- Interface Probe 50/day

Submersible Pump:

- Daily Rate 50/day
- Weekly Rate..... 150/week
- Monthly Rate 450/month

Water Level Indicator:

- Daily Rate 20/day
- Weekly Rate..... 60/week

SCS Field Services
Fee Schedule for Equipment and Analysis
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- Monthly Rate 180/month

	Rate (\$)
100-Foot Temperature Probe:	
• Daily Rate	15/day
• Weekly Rate.....	45/week
• Monthly Rate	135/month
Teflon Well Bailer	10/day
Minuteman Drill Rig (excluding operator).....	60/hour
Vacuum Box/Carbon Canister and Blower.....	25/day
Tool Truck	144/day
No. 12 P.E. Fusion Machine (1"-2"):	
• Daily Rate	50/day
• Weekly Rate.....	150/week
• Monthly Rate	450/month
No. 14 P.E. Fusion Machine (1"-4"):	
• Daily Rate	80/day
• Weekly Rate.....	240/week
• Monthly Rate	720/month
No. 28 P.E. Fusion Machine (2"-8").....	
	150/day
412 P.E. Fusion Machine (4"-12"):	
• Daily Rate	225/day
• Weekly Rate.....	675/week
• Monthly Rate	2,025/month
618 P.E. Fusion Machine and Tool Truck	400/day
Trackstar 500 Fusion Machine.....	375/day
Sidewinder P.E. Fusion Machine.....	100/day
Air Compressor	60/day
Arc Welder.....	75/day
Generator (3,500-Watt).....	45/day
Generator (5,000-Watt).....	60/day
Generator (6,000-Watt):	
• Daily Rate	50/day
• Weekly Rate.....	150/week
• Monthly Rate	450/month

	Rate (\$)
Generator (8,000 Watt):	
• Daily Rate	75/day
• Weekly Rate.....	225/week
• Monthly Rate	675/month
Isolation Pinch-off Tools:	
• Daily Rate	25/day
• Weekly Rate.....	75/week
• Monthly Rate	225/month
Leister Extrusion Welding Gun	120/day
Plate Compactor.....	75/day
4-Wheeler (ATV):	
• Daily Rate	50/day
• Weekly Rate.....	150/week
• Monthly Rate	450/month
4-Wheeler with 44" Mow Deck:	
• Daily Rate	100/day
• Weekly Rate.....	300/week
• Monthly Rate	900/month
Cub Cadet:	
• Daily Rate	175/day
• Weekly Rate.....	525/week
• Monthly Rate	1,575/month
Chain Saw:	
• Daily Rate	10/day
• Weekly Rate.....	30/week
• Monthly Rate	90/month
Draeger Pump:	
• Daily Rate	15/day
• Weekly Rate.....	45/week
• Monthly Rate	135/month

	Rate (\$)
Friatec Electrofusion Machine:	
• Daily Rate	100/day
• Weekly Rate.....	300/week
• Monthly Rate	900/month
Horiba Water Quality Meter:	
• Daily Rate	40/day
• Weekly Rate.....	120/week
• Monthly Rate	360/month
Hydrogen Sulfide Meter:	
• Daily Rate	10/day
• Weekly Rate.....	30/week
• Monthly Rate	90/month
Infrared Thermometer:	
• Daily Rate	10/day
• Weekly Rate.....	30/week
• Monthly Rate	90/month
Micropurge Flow Cell (Groundwater):	
• Daily Rate	100/day
• Weekly Rate.....	300/week
• Monthly Rate	900/month
Oilless Compressor and Control Box (Groundwater):	
• Daily Rate	75/day
• Weekly Rate.....	225/week
• Monthly Rate	675/month
Earth/Resistance Tester:	
• Daily Rate	100/day
• Weekly Rate.....	300/week
• Monthly Rate	900/month
PID:	
• Daily Rate	50/day
• Weekly Rate.....	150/week

SCS Field Services
 Fee Schedule for Equipment and Analysis
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- Monthly Rate 450/month

Rate (\$)

Pitot Tube and Gauges:

- Daily Rate 10/day
- Weekly Rate..... 30/week
- Monthly Rate 90/month

PLC Program:

- Daily Rate 75/day
- Weekly Rate..... 225/week
- Monthly Rate 675/month

Pressure Washer:

- Daily Rate 10/day
- Weekly Rate..... 30/week
- Monthly Rate 90/month

Squeeze Tool:

- Daily Rate 10/day
- Weekly Rate..... 30/week
- Monthly Rate 90/month

Thermal Anemometer:

- Daily Rate 10/day
- Weekly Rate..... 30/week
- Monthly Rate 90/month

Turbidity Meter/Conductivity Meter:

- Daily Rate 10/day
- Weekly Rate..... 30/week
- Monthly Rate 90/month

Vacuum Air Pump:

- Daily Rate 100/day
- Weekly Rate..... 300/week
- Monthly Rate 900/month

Video Camera System..... 200/hour

Weed Trimmer

SCS Field Services
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 August 1, 2008 through July 31, 2009
 Page 8

- Daily Rate 15/day
- Weekly Rate..... 45/week
- Monthly Rate 135/month

Rate (\$)

Safety Equipment:

- Tyvek Suit (each)..... 15/each
- Polyethylene suit (each)..... 20/each
- Nitrile gloves (per pair)..... 15/each
- PVC Gloves (per pair) 15/each
- Rubber booties (per pair) 15/each
- Organic Vapor Cartridges (per pair) 20/each
- Organic Vapor/Acid Cartridges (per pair) 25/each
- Cartridges pre-filters (per pair) 15/each
- Half face respirator (each)20/day
- Full face respirator (each)25/day
- Ventilator/manhole blowers.....25/day
- Parachute harness.....10/day
- Tripod:
 - Daily Rate35/day
 - Weekly Rate..... 105/week
 - Monthly Rate 315/month
- SCBA35/day

General Terms

1. Rates are in effect until July 31, 2009. Any work performed after that date will be subject to a new Schedule of Fees.
2. Equipment usage rates are exclusive of freight charges to and from the project site. Freight is an additional expense chargeable to the client.
3. Rates for mobile blower/flare stations are exclusive of expenses for mobilization and demobilization, electric line installation, electricity, generators, fuel or permits or weekly routine operation and maintenance. These expenses are charged to the client separately.
4. Rates for pressure and flow measurement devices cover all such devices used at the site. For example, if 3 magnehelics and 1 manometer are all used for pressure measurement one day at one site, the total charge would be \$15/day.
5. Shipping, supplies, equipment rental, materials, vehicle mileage, and other non-labor equipment costs or direct costs are billed at cost plus 15 percent.

SCS Field Services
Fee Schedule for Equipment and Analysis
August 1, 2008 through July 31, 2009
Page 9

6. Equipment rented will be charged portal-to-portal from SCS Field Services offices. Renter is responsible for return charges.
7. The cost of equipment owned by SCS Field Services will not be subject to administrative mark-up.

SCS-FS OM&M SERVICES AGREEMENT

SCS FIELD SERVICES
OPERATION, MONITORING AND/OR MAINTENANCE SERVICES
AGREEMENT

THIS AGREEMENT (hereafter "Agreement") is made as of February 23, 2009, by and between the City of Jonesboro (hereafter "Client") and SCS Field Services (hereafter "SCS-FS"), a division of SCS Engineers.

In consideration of the mutual covenants and obligations hereinafter contained, the parties hereto do hereby agree and contract as follows:

SECTION 1: SCOPE OF WORK

SCS-FS shall perform the specific services at the Strawfloor Road Landfill (hereinafter the "Project Site"), in accordance with the terms and conditions of this Agreement, which are described in the Work Scope, Attachment A, dated January 14, 2009, which is hereby incorporated in and made a part of this Agreement. (the "Work")

SECTION 2: TERM OF AGREEMENT

A. The term of this Agreement is one (1) year commencing on the above date of this Agreement.

B. The term of this Agreement shall automatically be renewed an additional year, and from year to year thereafter, unless and until either party shall give written notice to the other party of the termination of this Agreement for whatever reason, such termination to be effective on the date specified in the notice, but in any event not earlier than thirty (30) days following the receipt by the other party of the notice.

SECTION 3: COMPENSATION

A. Client shall pay SCS-FS for the services performed under this Agreement the amounts specified in the Compensation section of the Work Scope, Attachment A, and in SCS-FS' current Standard Fee Schedules, Attachments B and C, which are hereby incorporated in and made a part of this Agreement. The Standard Fee Schedules are subject to modification by SCS-FS on a semi-annual basis, and the Fee Schedules as so modified shall be substituted for the then current Attachments B and C.

B. Invoices for the services performed and compensation due will be submitted by SCS-FS each month, and are due and payable by Client upon receipt. Payments due SCS-FS shall be subject to a service charge of one and one-half percent (1.5%) per month, compounded monthly, for invoices not paid within thirty (30) days after the invoice date. Payment of SCS-FS invoices are not contingent upon Client's receipt of payment from other parties for the services performed hereunder.

C. In the event that Client fails to pay any invoice in a timely manner, SCS-FS may suspend its services under this Agreement for non-performance by Client. Upon receipt of the past due payments, together with adequate assurances of payment for future services, SCS-FS will commence performing its services again.

D. Upon termination of this Agreement, SCS-FS shall submit to Client a final invoice for all services performed to the date of termination, together with any termination expenses incurred.

E. SCS-FS reserves the right to invoice Client on a more frequent basis than on the monthly basis specified in Section 3.B.

SECTION 4: CHANGES

Client may order changes within the general scope of the Agreement consisting of additions, deletions or other modifications in the services to be performed by SCS-FS as provided herein, and the compensation and time for completion of the work shall be adjusted accordingly. No such change shall become effective until an amendment to this Agreement or its Attachments, or a written change order, has been signed by both Client and SCS-FS.

SECTION 5: NONDISCLOSURE OF INFORMATION

SCS-FS shall not disclose to other parties any Client confidential or proprietary information, trade secret or data obtained by SCS-FS in the performance of its services which is not in the public domain or known to SCS-FS prior to disclosure by Client, without the prior written consent of Client, except as shall be necessary to properly perform its services under this Agreement.

SECTION 6: INDEMNIFICATION

A. SCS-FS shall indemnify and hold Client harmless from and against any loss, liability, costs or damages which may be sustained by Client by reason of injury, illness or death to persons or damage to tangible property occurring during the performance of its services and resulting from the negligence or willful misconduct of SCS-FS or its agents, employees or subcontractors.

B. Client shall indemnify and hold SCS-FS and SCS Engineers harmless from and against any loss, liability, costs or damages which may be sustained by SCS-FS or SCS Engineers by reason of injury, illness or death to persons or damage to tangible property resulting from the negligence or willful misconduct of Client or its agents, employees or contractors, or from the presence, discharge or release of any hazardous substance at the project site which is not caused by SCS-FS.

SECTION 7: INSURANCE

A. SCS-FS shall purchase and maintain during the term of this Agreement the following insurance coverage:

(1) Workers' Compensation in accordance with the statutory requirements of the state in which the services are to be performed and employer's liability insurance covering SCS-FS employees engaged in performing the services in the minimum amount of \$1,000,000.

(2) Commercial general liability insurance covering death or bodily injury and property damage with minimum limits of \$1,000,000 in the aggregate.

(3) Comprehensive automobile liability insurance covering SCS-FS for claims arising from owned, hired and non-owned vehicles covering death or bodily injury with minimum limits of \$1,000,000.

B. Certificates of insurance confirming the above insurance coverage shall be filed with Client following the execution of this Agreement by both parties.

SECTION 8: FORCE MAJEURE

Neither party shall be liable to the other party for any delay or failure of performance under this Agreement (excluding payment of SCS-FS invoices by Client) which is the result of any cause that is beyond the control and without the fault or negligence of the non-performing party, including but not limited to labor disputes, casualty losses, acts of God, or actions or failures to act by the other party or by any governmental authority.

SECTION 9: RESPONSIBILITY OF THE PARTIES

A. SCS-FS shall not be responsible for the collection, removal or disposal of any hazardous substance from the Project Site. If contaminated or potentially contaminated materials require characterization, transportation, and/or disposal off-site, then the costs associated with these requirements shall be considered a change pursuant to Section 4 above.

B. SCS-FS shall not be responsible under this Agreement for the engineering or design of any facilities, equipment or system at the Project Site.

C. SCS-FS shall not be responsible under this Agreement for the adequacy or suitability of any facilities, equipment or system at the Project Site to control odors or to meet any environmental requirements or operating criteria in the attached Work Scope.

D. SCS-FS shall be responsible for the coordination and management of the necessary subcontractors and vendors required to support the performance of the scope of SCS-FS services covered under this Agreement.

E. SCS-FS shall be responsible for providing the necessary portable field instrumentation and small hand tools required to support the performance of the scope of SCS-FS services covered under this Agreement.

F. Client shall be responsible for all costs associated with any new or additional facilities, equipment or systems required at the Project Site in order to control odors or to meet any environmental requirements or operating criteria in the attached Work Scope.

G. Client shall be responsible for providing suitable access for SCS-FS to the Project Site during the term of the Agreement.

H. At no time shall title to hazardous substances, solid wastes, petroleum contaminated or other regulated substances pass to SCS-FS, nor shall any provision of this Agreement be interpreted to permit or obligate SCS-FS to assume the status of a "generator," "transporter," "operator," or "treatment, storage or disposal facility" under state or federal law.

I. Client shall be responsible for ensuring that SCS-FS will be the only party designated to adjust or operate the system SCS-FS is engaged to service hereunder at the Project Site during the term of the Agreement.

SECTION 10: GENERAL PROVISIONS

A. Any notice under this Agreement shall be deemed to have been duly given when delivered in person to an officer of SCS-FS or Client, or when sent by certified mail in a pre-paid addressed envelope, if to SCS-FS, addressed to SCS Field Services, 1901 Central Drive, Suite 550, Bedford, Texas 76021, and if to Client, addressed to Erick C. Woodruff, or to such other addresses as the parties shall specify in writing to each other.

B. SCS-FS and Client shall each designate in writing to the other the name of the person who shall be authorized to act as its representative to coordinate the performance of SCS-FS services under this Agreement.

C. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors, assigns and heirs.

D. The relationship between SCS-FS and Client in the performance of its services under this Agreement shall be that of an independent contractor.

E. In the event that legal action is instituted by either party to enforce any of the terms and conditions of this Agreement, the party which does not prevail shall pay the legal expenses, including attorneys' fees, of the prevailing party.

F. This Agreement and the Attachments hereto represent the entire contract between SCS-FS and Client on the subject matter hereof, and supersede all prior negotiation,

discussions or agreements, whether written or oral, relating thereto. This Agreement may be modified only by a subsequent written instrument signed by both SCS-FS and Client.

G. For the purposes of this Agreement, the term "SCS Engineers" shall Stearns, Conrad and Schmidt Consulting Engineers, Inc., a Virginia corporation.

H. During the term of this Agreement and for one year following the termination of this Agreement for any reason, Client represents and warrants that neither Client, nor any entity substantially controlled by Client, will directly or indirectly (a) solicit or seek to induce any SCS-FS, or other SCS Engineers company, employee to work for Client or any other person, or (b) employ any person who has worked for SCS-FS, or other SCS Engineers company, during

the term of this Agreement. In view of the difficulty of determining the damages that may be sustained in the event of a breach of this provision, Client and SCS-FS agree that in the event of a breach of this provision, Client will pay SCS-FS an amount equal to one year of the subject employee's annual salary.

I. SCS shall be entitled to rely on information provided by Client. SCS shall be entitled to an equitable adjustment in the price and schedule if conditions differ materially from information provided by the Client, or differ materially from what reasonably could have been anticipated given the nature of the Services.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the date first written above.

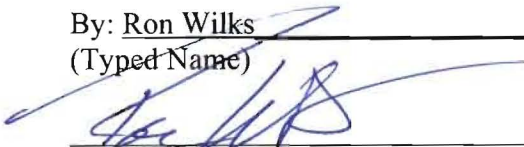
CLIENT
City of Jonesboro

By: _____
(Typed Name)

(Title)

SCS FIELD SERVICES,
a division of SCS Engineers

By: Ron Wilks
(Typed Name)



Vice President

FID #54-0913440



Text File

File Number: ORD-08:072

Introduced: 8/20/2008

Current Status: First Reading

Version: 2

Matter Type: Ordinance

title

AN ORDINANCE TO AMEND AND ADD TO THE JONESBORO MUNICIPAL CODE OF ORDINANCES, TITLE 6 ANIMALS AND FOWL, CHAPTER 6.08 DOGS, SUB SECTION 6.08.05 DOGS TO BE CONFINED FOR THE PROHIBITION OF IMPROPER CONFINEMENT OF DOGS IN THE CITY OF JONESBORO

body

WHEREAS, a large number of dogs within the city limits of Jonesboro, Arkansas have suffered severe injury from being tethered to a fixed location, limited to a small enclosure and neglected; and

WHEREAS, studies by the Humane Society of the United States and other reputable animal organizations have shown that tethering a dog to a fixed location for extended periods of time inhibits socialization and often results in dogs becoming more territorial and aggressive; and

WHEREAS, dogs that are unaltered are more likely to be territorial and aggressive; and

WHEREAS, neighborhoods are harmed by the tethering of dogs to a fixed location for extended periods because of the associated concentration of urine and feces within a small area and damage to the yard

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

SECTION 1: A complete revision of Section 6.08.05 of the Jonesboro Municipal Code of Ordinances, Title 6 Animals and Fowl, Chapter 6.08 Dogs, Sub Section 6.08.05 Dogs to be Confined is requested to further outline specific guidelines for the safe confinement of dogs to prevent abuse, cruelty and unwanted aggressive behavior.

SECTION 2: The entire sub section 6.08.05 of the Jonesboro Municipal Code of Ordinances pursuant to Ordinance number 1266, Sec.6 is hereby repealed and replaced with the following five sections.

SECTION 3: Safety of persons and property is utmost in the minds of the City of Jonesboro, Arkansas. The complete Sub Section 6.08.05 of the Jonesboro Municipal Code is hereby revised as follows:

SECTION 6.08.05 Dogs to be confined. From and after the passage of this chapter, any person owning, possessing or keeping a dog or dogs, whether vaccinated or unvaccinated, licensed or

unlicensed, shall confine such dog or dogs within an adequate fence or enclosure or within a house, garage or other building or shall confine such dog or dogs by a chain or leash affixed to the dog's collar and attached to some substantial stationary object adequate to prevent the dog or dogs from running at large. (Ord. No. 1266, Sec. 6.)

Is hereby amended and replaced with the following:

6.08.05 (A) ACCESS TO WATER AND SHELTER

Any person owning or keeping a dog confined outside must provide the dog with access to fresh clean water and an appropriate dog shelter. The dog shelter must allow the dog to remain dry and protected from the elements. Such shelter shall be fully enclosed on three sides, roofed, and have a solid floor. The entrance to the shelter shall be flexible to allow the dog's entry and exit, and sturdy enough to block entry of wind and rain. The shelter shall be small enough to retain the dog's body heat and large enough to allow the dog to stand and turn comfortably. The enclosure shall be structurally sound and in good repair. Suitable drainage must be provided so that water is not standing in or around the shelter. The Director of Animal Control shall have the authority to determine the suitability of a particular shelter should any questions arise and he/she shall make this determination based upon industry standards.

6.08.05 (B) DOG PENS

Unless otherwise permitted under subsection d, outdoor dog pens shall be located 25 feet from any dwelling other than the person owning or controlling the dog. There shall be at least 75 square feet in such pen for each dog kept therein which is over six months of age over 20 LBS. Said "pen" shall be constructed of wood, metal or wire in such a fashion and manner of construction as to prevent the animal from escaping and to prevent the animals head from protruding through any section or part thereof.

6.08.05 (C) TETHERING

Unless otherwise permitted under subsection d and e, it shall be unlawful for any person to tether, fasten, chain, tie, restrain or cause a dog to be fastened, chained, tied or restrained to houses, trees, fences, garages or other stationary or highly immobile objects by means of rope, chain, strap, or any other physical restraint for the purpose of confinement, except an adult dog age 1 year or over and less than 20 pounds may be so tied for a time period not to exceed 2 hours.

6.08.05 (D) TROLLEY SYSTEMS

A trolley system is a method to confine a dog by tethering the dog to a cable that is no less than fifteen feet (15ft) in length and elevated seven (7) feet off the ground in a manner that allows the tether to move freely along the length of the cable. Only one animal may be attached to each running cable line or trolley system. Unless otherwise permitted under subsection d, it shall be unlawful for any person to confine a dog through the use of a trolley system as follows in any items 1-6:

1) For more than 12 consecutive hours or more than 18 total hours in any twenty-four hour

period.

- 2.) For a puppy under the age of 3 months to be attached to a running cable line or trolley system for more than one consecutive hour or more than 8 hours in a twenty four hour period.
- 3.) For dogs that are not spayed or neutered for any period of time. Unaltered dogs must be in a completely fenced yard (defined within the same parameters as a “pen” to wit: “pen” shall be constructed of wood, metal or wire in such a fashion and manner of construction as to prevent the animal from escaping and to prevent the animals head from protruding through any section or part thereof, or housed indoors.
- 4.) That is located within 25 feet from any dwelling other than the person owning or controlling the dog.
- 5.) Any tethering system employed shall not allow the dog or puppy to leave the owner’s property or
- 6.) In a manner that poses harm to the dog, including without limitation:
 - a.) The use of a collar or harness that is ill fitting or constructed of any material other than leather or nylon;
 - b.) The use of a tether that exceeds 1/5th of the body weight of the dogs or 10 pounds total weight. Or
 - c.) The use of trolley system in an area that contains hazards to the dog or deprives the dog of food, water, and shelter.

6.08.05 (E) PERMITTING

The Director of the Jonesboro Animal Control is hereby authorized to issue permits to allow trolleying of a dog in a manner that would otherwise be prohibited by this section if the following criteria are met:

- 1.) CRITERIA - No permit shall be issued unless the Director determines that: (i) unusual circumstances warrant confinement of the dog in this manner; (ii) the welfare of the dog will not be harmed by the confinement; and (iii) the neighborhood will not be adversely impacted by the confinement.
- 2.) INSPECTION - All permits issued under this subsection shall require consent to both scheduled and unscheduled inspections of the animal and confinement area.
- 3.) REVOCATION - The Director shall revoke a permit issued under this subsection if : (i)the holder of the permit is convicted of ANY offense under local, state, or federal laws involving animal cruelty; or (ii) an inspection indicates that the criteria authorizing the permit are no longer met.
- 4.) PUNISHMENT - Any revocation of permit will be accompanied by a fine of no less than \$250 and revocation of permit privileges.

5.) Nothing in this section shall be construed to prohibit walking dogs with a hand-held leash.

6.08.05 (F) FINES

1.) Any person owning, possessing or keeping a dog which has been tethered contrary to the permitted allowances in this Ordinance of the city of Jonesboro, Arkansas, shall be deemed guilty of a misdemeanor and shall upon conviction for the first offense be subject to a fine of Seventy Five Dollars (\$75.00). If that same person is convicted of tethered contrary to the permitted allowances in this ordinance of the city of Jonesboro a second time, said person shall be subject to a fine of One Hundred Dollars (\$100.00); if a person is convicted of a third offense of tethered contrary to the permitted allowances in this Ordinance of the city of Jonesboro, that party shall be subject to a fine of Four Hundred Fifty Dollars (\$450.00) and a summons/warrant to appear in court will be issued. Each subsequent offense shall constitute a fine of Five Hundred Dollars (\$500.00), an issuance of a summons/warrant to appear in court, court costs and potential permanent removal of pet and a mandatory jail time of Five (5) days. The fine shall be in addition to all charges imposed upon said party in claiming and retrieving such dog from Jonesboro Animal Control.

2). All ordinance and/or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

It is found and declared by the City Council of the City of Jonesboro that dogs which are improperly confined as defined above within the City of Jonesboro are creating a nuisance and are endangering the health, safety and welfare of the inhabitants of the City of Jonesboro, Arkansas and therefore, an emergency is hereby declared to exist and this ordinance shall be in full force from and after its passage and adoption.



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Text File

File Number: ORD-09:010

Introduced: 1/26/2009

Current Status: First Reading

Version: 1

Matter Type: Ordinance

Title

AN ORDINANCE TO AMEND CHAPTER 11.36 OF THE JONESBORO MUNICIPAL CODE, AMENDING ORDINANCE 2643 AND ALL OTHER ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith AND ADOPTING BY REFERENCE A CERTAIN TECHNICAL CODE ENTITLED THE ARKANSAS MECHANICAL CODE, 2003 EDITION

body

WHEREAS, the City Council adopted by reference a certain technical code entitled the 1991 Arkansas Mechanical Code ordinance on the 21st day of August 1995. (ORD. 2643)

WHEREAS, the City of Jonesboro Inspections Department has reviewed said Technical Code and has revised said code to clarify requirements and to better protect health and safety.

WHEREAS, the City of Jonesboro Inspections Department advertised for public comment on changes to Technical Code named Jonesboro Municipal Code.

WHEREAS, the Public Works committee has addressed all public comments received.

WHEREAS, the Public Works committee has approved said Technical Code and forwarded said Technical Code to City Council for adoption.

WHEREAS, pursuant to ACA 14-55-207, public notice was given of the City's intent to adopt said technical code by reference, and 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: 1 That Ordinance 2643 passed and approved by the City Council on August 21, 1995 be and is hereby amended.

SECTION 2: That the document entitled The Arkansas Mechanical Code, 2003 Edition, is hereby adopted by reference, and shall become the Jonesboro Municipal Code as Chapter 11.36.

SECTION 3: The following chapter of The Jonesboro Municipal Code is hereby deleted in its entirety.

11.36.02

SECTION 4: Chapter 11.36.01 shall read as follows: "There is hereby adopted by reference by

the City of Jonesboro, Arkansas a certain Mechanical Code known as the Arkansas Mechanical Code, 2003 Edition, less and except those portions that are deleted, modified, or amended as specified in this ordinance.”

SECTION 6: That the document entitled The Arkansas Mechanical Code, 2003 Edition, is hereby adopted by referenced.

SECTION 7: That nothing in this ordinance or in the code hereby adopted shall be constructed to affect any suit or proceeding or existing, under any act or ordinance hereby amended as cited in Section 2 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by the ordinance.

SECTION 8: Due to the need to be in compliance with the Arkansas Mechanical Code, 2003 Edition, an emergency is declared and this Ordinance being necessary for the immediate preservation of the public peace, health, and safety shall be in force and effective immediately upon and after its passage and approval.



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Text File

File Number: ORD-09:014

Introduced: 2/19/2009

Current Status: First Reading

Version: 1

Matter Type: Ordinance

Title

AN ORDINANCE TO SPECIFY DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Body

WHEREAS, the City Council of the City of Jonesboro appointed the City Engineer as Floodplain Administrator by adopting RES-07:2568

WHEREAS, certain enforcement guidelines to clarify the enforcement authority of the Floodplain Administrator were adopted by ORD-06:066

WHEREAS, existing enforcement guidelines need to be clarified and specific duties and responsibilities of the Floodplain Administrator set forth.

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

SECTION 1. That the following be added as Section 16.6.9 to the Jonesboro Municipal Code

16.9 FLOODPLAIN ADMINISTRATOR

16.9.1 DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

The City Engineer of the City of Jonesboro, Arkansas is hereby appointed the Floodplain Administrator.

16.9.2 DUTIES & RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

It is the duty and responsibility of the Floodplain Administrator or his designee to:

- A. Obtain accreditation each year as required by A.C.A. §14-268-106 through the State Coordinating Agency, which is the Arkansas Natural Resources Commission.
- B. Administer and implement the provisions of the Stormwater Management Drainage Ordinance and other appropriate sections of 44 CFR (Emergency Management and Assistance - National Flood Insurance Program Regulations) as they pertain to floodplain management.
- C. Review applications for Floodplain Development Permits to:
 1. Evaluate proposed projects for reasonable safety from flooding;

2. Evaluate proposed projects for conformance with No Adverse Impact principles;
3. Ensure that all other permits necessary (including Section 404 Wetlands Permits as required by the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) for proposed projects are obtained from the appropriate government agency prior to issuing a Floodplain Development Permit; and
4. Ensure that proposed projects conform to the applicable provisions of the Stormwater Management Drainage Ordinance and the appropriate sections of 44 CFR (Emergency Management and Assistance - National Flood Insurance Program Regulations) as they pertain to floodplain management.

D. Approve or deny applications for Floodplain Development Permits on the basis of:

1. The proposed development's compliance or non-compliance with the provisions of the Stormwater Management Drainage Ordinance;
2. The expected flood elevation, flood water velocity, flood duration, rate of rise and sediment transport of the floodwaters expected at the proposed development site;
3. The proposed development's potential to adversely impact life and property by changing flooding patterns, changing erosion rates, or being swept onto other lands by flood waters;
4. The proposed development's susceptibility to flood damage;
5. The proposed development's compatibility with existing and planned community development;
6. The proposed development's accessibility by ordinary and emergency vehicles during flooding events;
7. The anticipated costs of providing governmental services to the proposed development during and after flooding events, including maintenance and repair of streets, bridges, facilities and public utilities such as sewer, gas, electrical and water systems;
8. The proposed development's functionally dependent use;
9. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed development; and
10. The relationship of the proposed use to the comprehensive plan for that area.

E. Interpret the exact location of the boundaries of Special Flood Hazard Areas whenever a mapped boundary appears to be different from actual field conditions. (The sole purpose of this interpretation is to determine the applicability of the provisions of this Ordinance to the proposed project.)

F. Notify adjacent communities and the State Coordinating Agency, which is the Arkansas National Resources Commission, a minimum of 60 days prior to any alteration or relocation of a watercourse, and submit evidence of all such notifications to FEMA.

G. Ensure that the flood carrying capacity within an altered or relocated portion of a watercourse, is not diminished, and that the alteration or relocation does not adversely impact any other lands.

H. Obtain, review and reasonably utilize, whenever the current Flood Insurance Study or current Flood Insurance Rate Map does not provide base flood elevation data, any base flood elevation data and floodway data available from any Federal, State or other source. The Floodplain Administrator may obtain such data by requiring the applicant to submit it in conjunction with a Floodplain Development Permit application. (The sole use of this data is the administration of the provisions of this Ordinance.)

I. Inspect floodplain development as necessary to ensure construction is in accordance with the application data that formed the basis for the decision to issue the Floodplain Development Permit.

J. Issue Compliance Letter based upon the review of the Stormwater Management plan or construction plans as prepared and certified by the Engineer of Record for a project.

K. Maintain all records and documents pertaining to this Ordinance for public inspection.

16.9.3 AUTHORITY

The Floodplain Administrator is the local authority over the floodplains within the City of Jonesboro Planning Jurisdiction with enforcement authority as prescribed in the Stormwater Management Drainage Ordinance. The Floodplain Administrator is specifically authorized to request any and all additional information and submittals including CLOMRs from Developers as deemed necessary to successfully manage the floodplains with the City of Jonesboro Planning Jurisdiction.

Appeals of any decisions rendered by the Floodplain Administrator shall be in accordance with the Stormwater Drainage Ordinance.

SECTION 2. That the provisions of this Ordinance are declared to be severable. In the event any portion of portions may be declared unconstitutional does no render the remaining provisions invalid. Further, all Ordinances and parts of Ordinances in conflict herewith are hereby repealed to the extent of said conflict.

SECTION 3. The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to adopt the above referenced Administration of Floodplain Management and Duties and Responsibilities for the Floodplain Administrator.



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Text File

File Number: ORD-09:017

Introduced: 2/26/2009

Current Status: Second Reading

Version: 1

Matter Type: Ordinance

title

AN ORDINANCE TO AMEND TITLE 14 KNOWN AS THE ZONING ORDINANCE
PROVIDING FOR THE CHANGE IN ZONING BOUNDARIES

body

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

SECTION 1: That Title 14 known as the Zoning Ordinance of the City of Jonesboro be amended by the change in zoning district boundaries as follows:

From Agriculture (AG-1) to Residential (RS-6 L.U.O.) Single-Family Medium Density Limited Use Overlay, being developed as approved in the final subdivision of Prairie Meadows, with the property being described as follows: A part of the East ½ of the Northwest Quarter and a part of the West ½ of the Northeast Quarter, all in Section 4, Township 13 North, Range 3 East, Craighead County, Arkansas, more particularly described as follows: From the West quarter corner of said Section 4, thence N 88°30'06" E 1304.00 feet; thence 01°37'33" W 46.90 feet to the point of beginning; thence continue N 01°37'33" W 793.10 feet; thence N 88°30'47" East 177.50; thence S 01°37'33" East 789.76 feet; thence S 87°26'03" W 177.50 feet to the point of beginning, containing 3.22 acres, more or less.

SECTION 2: It is found and declared by the City Council that proper use of the tract of land in this Ordinance is being delayed because of improper zoning and that, therefore, an emergency exists and this Ordinance being necessary for the preservation of the public peace, health and safety, it shall take effect from and after its passage and approval.

LEGAL DESCRIPTION;

A PART OF THE EAST 1/2 OF THE NW 1/4 AND A PART OF THE WEST 1/2 OF THE NE 1/4, ALL IN SECTION 4, T13N-R3E, CRAIGHEAD COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS; FROM THE WEST 1/4 CORNER OF SAID SECTION 4, THENCE N 88°30'06" E 1304.00 FEET; THENCE N 01°37'33" W 46.90 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 01°37'33" W 793.10 FEET; THENCE N 88°30'47" E 177.50 FEET; THENCE S 01°37'33" E 789.76 FEET; THENCE S 87°26'03" W 177.50 FEET TO THE POINT OF BEGINNING, CONTAINING 3.22 ACRES, MORE OR LESS.

REQUEST TO REZONE AG-1 TO RS-6

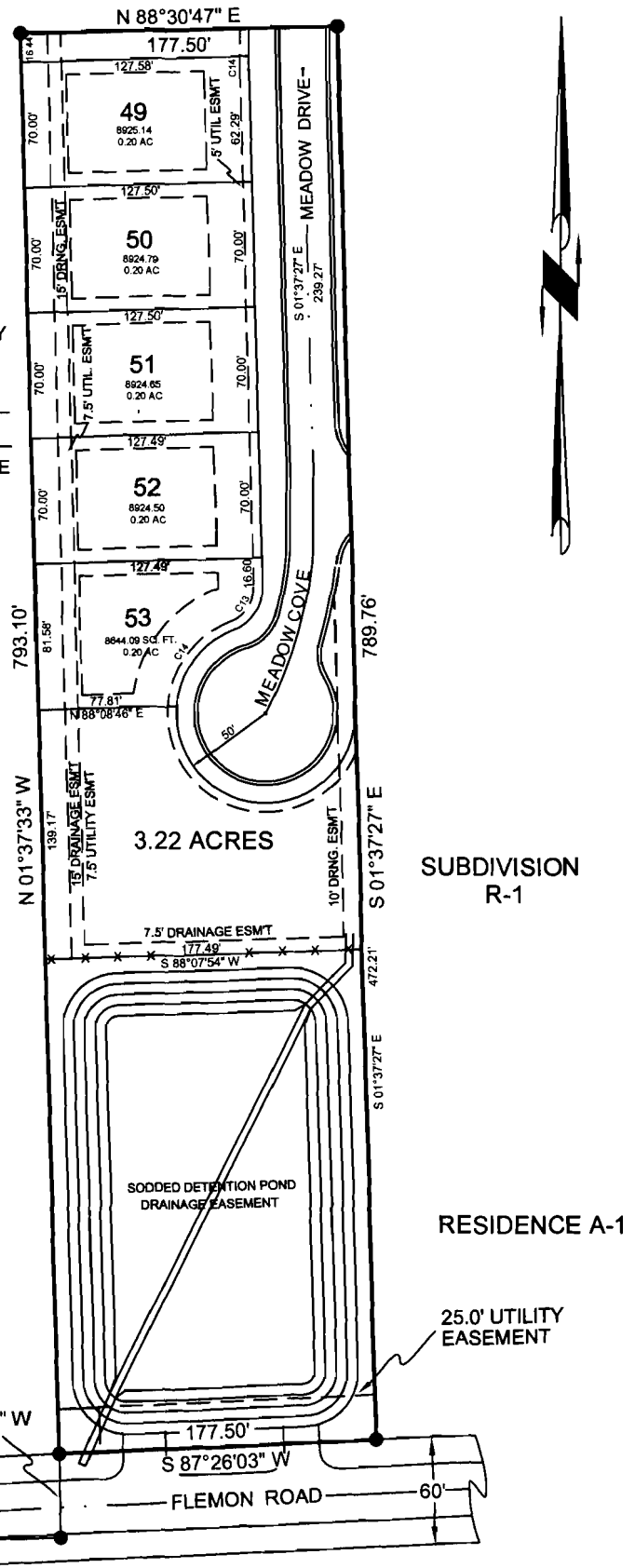
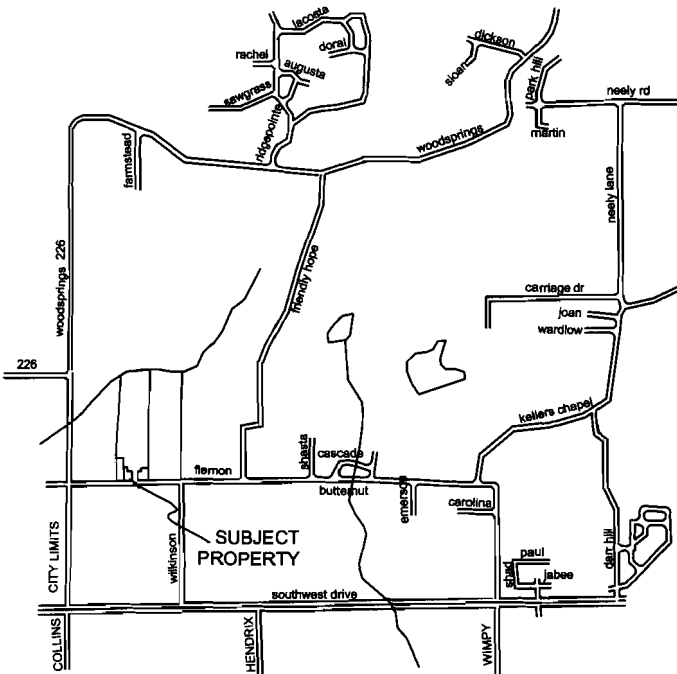
OWNERS CERTIFICATE:

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT WE HEREBY DEDICATE PERPETUAL USE OF ALL STREETS AND EASEMENTS AS SHOWN.

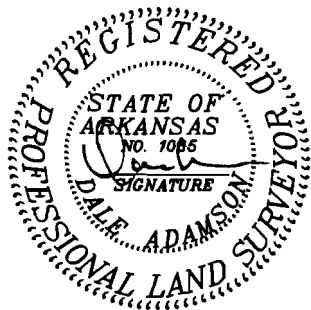
Ray Turman *1/20/09*
Sherry Fullman
 OWNERS SIGNATURE DATE

UNPLATTED FARM A-1

VICINITY MAP



SE COR. SW 1/4,
NW 1/4, SEC. 4,
T13N-R3E



PLAT OF SURVEY

TURMAN CONSTRUCTION CO. INC,
 6555 HWY 1 S. JONESBORO AR 72404

ADAMSON LAND SURVEYING, 1504 BRANCHWOOD LANE,
 JONESBORO ARKANSAS, 72404 PH: 932-5900

PLAN SCALE:
 1" = 100.00'

REVISION		
DATE:	01/20/2009	SHEET ONE OF ONE



City of Jonesboro City Council
Staff Report – RZ09-02: Prairie Meadows Part 2 Rezoning
Huntington Building - 900 W. Monroe
For Consideration by the Council on February 17, 2009

REQUEST: A recommendation by MAPC to the City Council to rezone property containing 3.22 acres more or less.

PURPOSE: To rezone a tract of land from AG-1 to RS-6 L.U.O. Single Family.

**APPLICANT/
OWNER:** Ridge Estates, LLC
6555 Hwy. 1 South, Jonesboro, AR 72401

LOCATION: The subject site is located at the rear of 3700 Flemon Rd; on the North side of Flemon Rd., East of Hwy.226 and 2,000 ft. West of Friendly Hope Rd. and lies within the Prairie Meadows Subdivision which is now under construction.

SITE DESCRIPTION: Tract Size: 3.22 Acres
Frontage: Approx. 612.27 +/- ft. on Meadow Dr./Cove; 177.5' on Flemon Rd.
Topography: Predominantly Flat
Existing Dvlpmt: Single Family lots/open space park, detention.

SURROUNDING CONDITIONS:	<u>ZONE</u>	<u>LAND USE</u>
	North: R-1 Residence	Residential/Timber Farming
	South: AG-1	Vacant Agricultural
	East: R-1/AG-1	Single Family
	West: AG-1	Undeveloped/Residential

HISTORY: A previous petition for rezoning of the adjacent parcel to the north containing 27.22 acres more or less is on file (Case RZ 05-35). The requested change in Zoning from AG-1 and R-1 Single Family was approved under ORD 06:134 on May, 2, 2006 by Council.

ZONING ANALYSIS: City Planning Staff has reviewed the proposed development and offers the following findings.

COMPREHENSIVE PLAN FUTURE LAND USE MAP

The Comprehensive Plan shows the area of the subject property as “Village Residential”. This is defined on Page 21 of the Comprehensive Plan as: Includes all future single-family residential, two-family residential, multi-family residential and manufacturing housing residential uses that are four or more units net per acre and that are in specifically designated areas.

This area is under restudy by the Land Use Advisory Committee, and updates are forthcoming for adoption in the very near future. Staff anticipates that the subject area will remain single family residential. Consistency is achieved with the development patterns of this area.

Approval Criteria- Section 14.44.05, (5a-g)- Amendments:

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

- (a) Consistency of the proposal with the Comprehensive Plan
- (b) Consistency of the proposal with the purpose of the zoning ordinance.
- (c) Compatibility of the proposal with the zoning, uses and character of the surrounding area;
- (d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;
- (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;
- (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
- (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.



Metropolitan Area Planning Commission – Record of Proceedings:

The MAPC held a public hearing on February 10, 1009 to consider Case RZ-9-02 and offers the following record of proceedings and recommendation:

Mr. Carlos Wood, Engineer for the owner stated I have submitted a rezoning plat. Somehow he purchased this subdivision in 2 parcels from 2 separate people. Somehow the southwest corner was platted for rezoning but was not filed and submitted to the MAPC. We are requesting that it be rezoned to comply with the zoning.

Mr. Spriggs commented that as stated in the Staff report, this was reviewed based on a recent finding of inconsistency in the zoning. The Planning Commission added stipulations to the previous rezoning that the applicant was to add an open-space park and other items. As part of the final plan the detention pond was placed in this area of the site.

MAPC approved the preliminary plat based on the aforementioned rezoning, but the added components were actually overlapping within an AG-1 District; and that was overlooked. The subdivision was platted and recorded. This type of rezoning is consistent with the area; and you will be getting what is already platted and approved-single family homes.

Staff recommends that MAPC approves the rezoning and send it to City Council, contingent upon it being developed as approved in the final subdivision of Prairie Meadows; a rezoning from AG-1 to the RS-6 with the L. U. Overlay.

Motion was made by Mr. Day, to recommend approval to City Council that this request be granted contingent upon it being developed as approved in the final subdivision of Prairie Meadows from AG-1 to the RS-6 with the L. U. Overlay. The applicant did not object to the motion; 2nd by Mr. Lonnie Roberts. Mr. Tomlinson- Aye; Ms. Norris- Aye; Mr. Roberts- Aye; Mr. Halsey- Aye; Mr. Collins- Aye; Mr. Dover- Aye; Mr. Day- Aye; 7 to 0 vote passed.

Findings:

This particular site is petitioned by the owner, at the request of Staff to be recommended to Council as an emergency map amendment. The Prairie Meadows Subdivision was approved by the MAPC in 2006 as a preliminary plat and later as a final plat. The final plat was filed reflecting changes requested by the MAPC, such as an open space park, and also the stormwater detention design that overlapped into the AG-1 District (area encompassed by this request).

This overlook was not noticed until recently. MAPC and staff is requesting that Council consider this case so that the Zoning Map can be corrected. The owner has not requested any land use or lot changes from what was approved under the final subdivision submission.

The minimum standards for RS-6 are as follows: Min. lot width= 65'; min. lot area= 7,260 s.f.; min. front yard setback=20 ft.; min. rear yard setback= 20ft.; min. side setback= 15' combined- 10 ft. on one side. Staff asks that the MAPC waives those requirements and stipulate that the rezoning be subject to the approved site/bulk requirements as approved and recorded on the final plat dated December 1, 2008. The submitted rezoning plat is consistent.

Conclusion

The MAPC and Planning Staff has reviewed the request and recommends approval to the Council with the stipulation that all lots shall comply with the final subdivision plat as recorded- a rezoning of the subject property from AG-1 to RS-6 Single Family, L.U. O.

Respectfully Submitted for Council Consideration,

Otis T. Spriggs, AICP
Planning & Zoning Director

Site Photographs



View Looking West toward site



View Looking south



View Looking South



View Looking South towards detention pond



View looking north



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Text File

File Number: ORD-09:013

Introduced: 2/18/2009

Current Status: First Reading

Version: 1

Matter Type: Ordinance

title

AN ORDINANCE TO AMEND TITLE 14 KNOWN AS THE ZONING ORDINANCE PROVIDING FOR THE CHANGE IN ZONING BOUNDARIES.

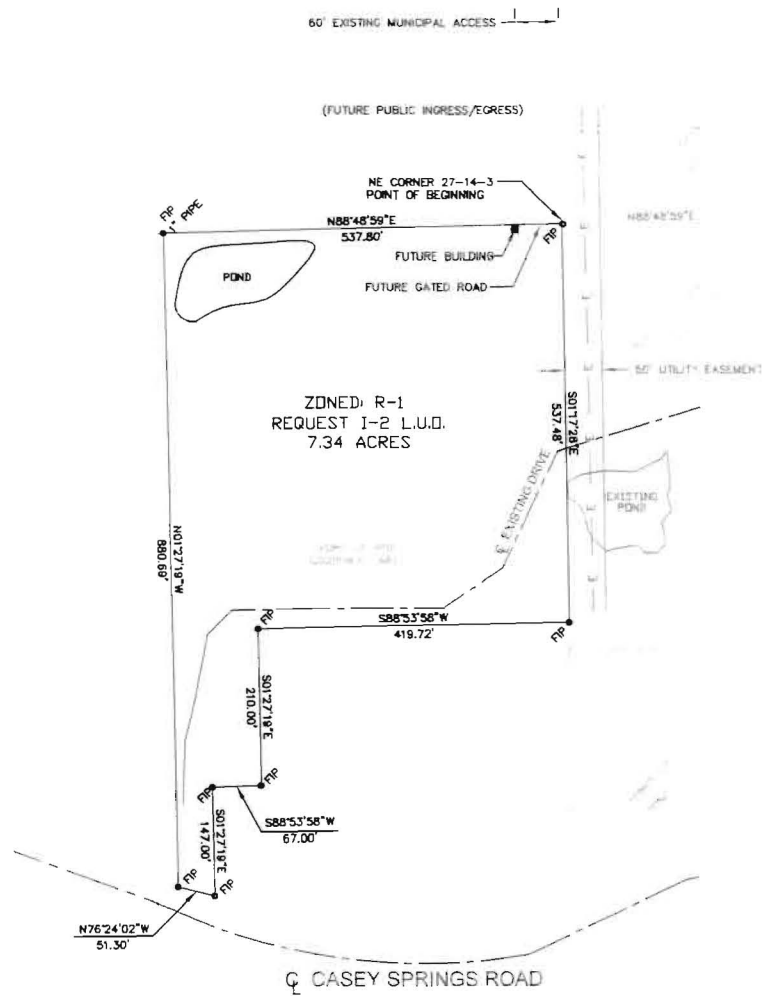
body

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

Section 1. That Title 14 known as the Zoning Ordinance of the City of Jonesboro be amended by the change in zoning district boundaries as follows:

From Residential (R-1) to Industrial (I-2 L.U.O.) of property described as follows: A part of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 27, Township 14 North, Range 3 East in Craighead County, Arkansas, more particularly described as follows: From the Northeast Corner of said Section 27; thence S01°17'28"E 537.48 feet along the East line of the Northeast Quarter of the Northeast Quarter of said Section 27 to a point; thence S88°53'58"W 419.72 feet to a point; thence S01°27'19"E 210.00 feet to a point; thence S88°53'58"W 67.00 feet to a point; thence S01°27'19"E 147.00 feet to a point on the Northerly Right of Way of Casey Springs Road; thence N76°24'02"W 51.30 feet along said Right of Way to a point; thence N01°27'19"W 880.69 feet to a point on the North line of the Northeast Quarter of the Northeast Quarter of said Section 27; thence N88°48'59"E 537.80 feet along the North line of the Northeast Quarter of the Northeast Quarter of said Section 27 to the point of beginning, containing some 7.34 acres, more or less, being subject to all easements, restrictions, reservations, and rights of way of record.

Section 2. Limited to a use of composting.



60' EXISTING MUNICIPAL ACCESS

(FUTURE PUBLIC INGRESS/EGRESS)

ZONED: R-1
REQUEST I-2 L.U.D.
7.34 ACRES

DESCRIPTION
A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4, NE1/4) OF SECTION 27, TOWNSHIP 14 NORTH, RANGE 3 EAST IN CRAIGHEAD COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID SECTION 27, THENCE S01°17'28"E 537.48 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27 TO A POINT, THENCE S88°53'58"W 419.72 FEET TO A POINT, THENCE S01°27'19"E 210.00 FEET TO A POINT, THENCE S88°53'58"W 67.00 FEET TO A POINT, THENCE S01°27'19"E 147.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF CASEY SPRINGS ROAD, THENCE N76°24'02"W 51.30 FEET ALONG SAID RIGHT OF WAY TO A POINT, THENCE N01°27'19"W 880.69 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27, THENCE N88°48'59"E 537.80 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27 TO THE POINT OF BEGINNING, CONTAINING SOME 7.34 ACRES, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS, AND RIGHTS OF WAY OF RECORD.



ASSUMED NORTH

SCALE IN FEET

LEGEND

- 0.00' SET IRON PIN (1/2" REBAR W/ MCALISTER AN 1303 CAP)
- 0.00' FOUND IRON PIN (3/8" REBAR EXCEPT AS NOTED)
- OVERHEAD ELECTRIC

NOTES:

1. CLIENTS -- ROBERT & RACHEL SARTIN
2. REZONING REQUEST FROM R-1 (RESIDENTIAL) TO I-2 (INDUSTRIAL LU-O).
3. BASIS OF BEARING -- NORTH LINE OF NW1/4, NW1/4, SEC. 26, T14N, R3E, AS SHOWN BY RECORD PLAT OF WOODSPRINGS FOREST PHASE I, JONESBORO, ARKANSAS, RECORDED IN PLAT CABINET B, PAGE 98 IN THE OFFICE OF THE CIRCUIT CLERK FOR CRAIGHEAD COUNTY IN JONESBORO, ARKANSAS.

CERTIFICATION

I HEREBY CERTIFY THAT MCALISTER ENGINEERING HAS THIS DATE MADE A BOUNDARY SURVEY OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH THE ARKANSAS MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND PLATS AND THAT ALL PROPERTY LINES AND CORNER MONUMENTS HAVE BEEN CORRECTLY ESTABLISHED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

[Signature]
CLARENCE W. MCALISTER, PROFESSIONAL SURVEYOR NO. 1303

03NOV08

OWNER'S CERTIFICATION

WE HEREBY CERTIFY THAT ROBERT SARTIN AND RACHEL SARTIN AND R & R INVESTMENTS, LLC IS THE OWNER OF THE ABOVE DESCRIBED PROPERTY AND THAT WE REQUEST THE ZONING CHANGE AS SHOWN HEREON.

R & R REAL ESTATE INVESTMENTS, LLC

[Signature]
ROBERT SARTIN

[Signature]
RACHEL SARTIN



DEC 1 2 2008

REZONING PLAT

A PART OF NE1/4, NE1/4, S27, T14N, R3E
JONESBORO, CRAIGHEAD COUNTY, ARKANSAS

MCALISTER ENGINEERING CIVIL ENGINEERING AND LAND SURVEYING 1013 CR 620 JONESBORO, AR 72404 870-931-1420	DRAWN BY: JH	CHECKED BY: CWM
	SCALE: 1" = 200'	
	DATE: 01NOV08	CAD FILE: 0833202.DWG
	DWG REF: 03E-14N-27	
CLARENCE W. "MAC" MCALISTER, PE, PLS	JOB NO 0833202	SHEET 1 / 1

DATE	REVISION	BY



City of Jonesboro City Council
Staff Report – RZ08-29: Sartin Composting Rezoning- Appeal
 Huntington Building - 900 W. Monroe
For Consideration by the Council on February 17, 2009

REQUEST: To consider an appeal of rezoning a parcel of property containing approximately 7.34 acres more or less as denied by the MAPC.

PURPOSE: A request for rezoning from R-1 Residential to I-2 L.O.U General Industrial Composting District.

**APPLICANT/
 OWNER:** Robert Sartin, Jonesboro, AR, Charles M. Mooney, Sr., Agent
 3703 S. Culberhouse Rd.

LOCATION: Directly west of 2914 Casey Springs Rd., West of Woodsprings Forest Phase 1 Subdivision, East of Tall Birch Rd., North side of Casey Springs.

**SITE
 DESCRIPTION:** Tract Size: Approx. 7.34 acres
 Frontage: Approx. 51.3 along Casey Springs Rd.
 Topography: Sloping
 Existing Dvlpmt: Cellular Tower, vacant land with excavated ground.

SURROUNDING CONDITIONS:	<u>ZONE</u>	<u>LAND USE</u>
	North: R-1& I-2	Reclaimed Landfill
	South: R-1	Residential
	East: R-1	Residential
	West: R-1	Residential

HISTORY: Mr. Sartin was cited for illegally mining on the subject site. City Inspections/Enforcement as well as State EPA were involved with this activity and the mining/extraction was ceased in 2006. Although there is an active permit issued by ADEQ for the green waste composting facility, Mr. Sartin was made aware that such use of the property necessitates a rezoning and that is the basis for this request. He was last cited in October, 2008 for a recent occurrence where a contractor entered the site with a load of green waste, and has since corrected the situation as seen in the ADEQ inspection link below.

The applicant last filed this request for the July 8, 2008 meeting for a rezoning for a larger acreage (16.48) which extended 926+/- ft more in the eastern direction. The case was later withdrawn.

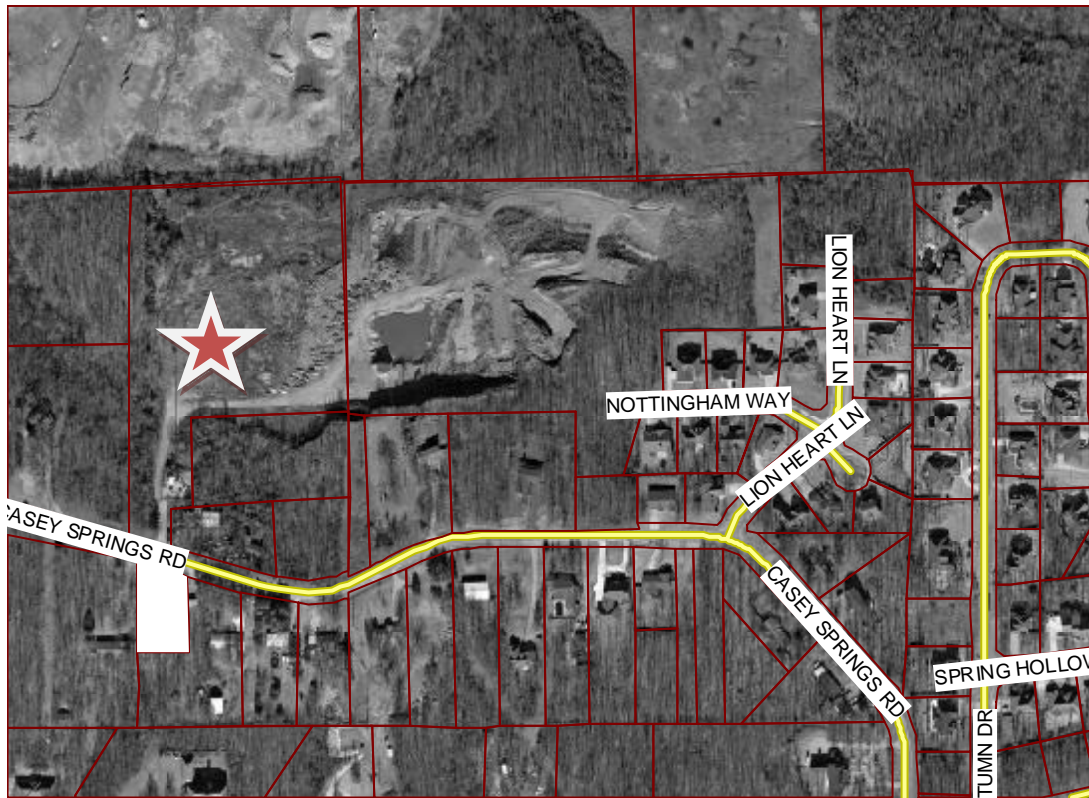
COMPREHENSIVE PLAN FUTURE LAND USE MAP

The 1996 Comprehensive Plan Future Land Use Map (page 24) shows the area recommended as Village Residential. This sector is currently under update/study by the Land Use Advisory Committee. Pertinent Zoning Ordinance sections include Section 14.44.05(b), ‘change in District Boundary’, beginning on page 104.

Approval Criteria- Section 14.44.05, (5a-g) - Amendments:

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

- (a) Consistency of the proposal with the Comprehensive Plan;
- (b) Consistency of the proposal with the purpose of the zoning ordinance;
- (c) Compatibility of the proposal with the zoning, uses and character of the surrounding area;
- (d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;
- (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;
- (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
- (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.



AERIAL VIEW SHOWING PROPERTY LOCATION

Findings:

The applicant has proposed to rezone from R-1 Residential to I-2 L.O.U General Industrial Composting District. The applicant will be restricted to receiving and processing only green yard waste. Organic and hazard wastes are not allowed under the green waste permit.

Staff cautions that buffers should be maintained to assure protection to the abutting residential properties. Compost facilities must be regulated and managed properly and controlled with limitations. Misting aroma devices have been installed at facilities around the country where order has become an issue or nuisance. Consideration for such should be made in the areas to the east and south.

The proposed facility would be located next to acreage that was once used for city landfill activity but the use has been ceased. In normal land use planning principals, the locating of a compost facility would be ideal next to a landfill. Unfortunately this acreage is adjacent to a well established and developed subdivision (Woodsprings Forest Phase 1) having upscale real estate. Therefore, protection of the integrity of that neighborhood needs to be considered. The platting land that is currently recording as part of that subdivision should remain residential. Conditions for maintaining a permanent buffer on the plat should be considered to prevent any future expansion to the east of the acreage proposed in this rezoning.

Staff has contacted the Solid Waste Division concerning the outstanding permit. To review past and recent inspections, copy paste the following web link:

http://www.adeg.state.ar.us/solwaste/branch_technical/permitted_facils/p_facil_report.asp?PermitNumber=0018-SCYW-MC or type in "Sartin" as the facility name.

Since May of 1997, the site has been regularly inspected by ADEQ. The original permit is for the acreage within the limits of this proposal and the rezoning area would have to remain in compliance with ADEQ Solid Waste Division.

Metropolitan Area Planning Commission – Record of Proceedings:

The MAPC held a public hearing on January 13, 1009 to consider Case RZ-08-29 and offers the following record of proceedings and recommendation of denial:

Case RZ08-29: Sartin Composting Rezoning- Robert Sartin,

Mr. Skip Mooney, Sr. represented Mr. Sartin and stated that he owns the 7.34 acres of property. We sought to rezone substantially more property in the previous rezoning. We have pulled back on that acreage. He is in the lawn cleaning, planning and development business. In connection with his business he has an enormous amount of green lawn waste.

The property is located off of Casey Springs Rd. and it joins the now owned City land fill on the South. He has owned it for at least 25 years He has used it over the last 20 years for composting. He is one of the few, I think of 3 in the state that have permits issued by ADEQ.

We have met with the neighbors and explained what we are going to do, and how it would not reduce the value of their property. The landfill was to the north prior to the building of most of those homes. He has been operating for 20 years. He was advised by the City in October 2008 that he needed to rezone it. He has been using it for composting all the time. He is requesting I-2, L. U. O. only for composting. The property owned by the City is I-2. Mr. Mooney stated that Mr. Sartin has agreed to all of the conditions of the Staff report. He has been licensed by ADEQ. He has worked with them for over 20 years. Mr. Mooney read all the conditions.

His company is a large industry in the city that employs 60 to 100 people. There is no other composting site in this area to dump legal waste. At the present time the City is permitting it. We feel with the opening of this facility that it will cause a lot of illegal dumping to cease, where it can be maintained, supervised and authorized by the state agency. Because many people do not understand composting I asked Mr. Sartin to speak to the MAPC.

Mr. Sartin stated that he apologize for the withdrawal previously that people got upset. He had an emergency. We have been operating since the 1980's on this property; permitted since 1987. We have tried to comply. We do yearly inspections. We have to maintain all requirements. It used to be worse, because when they were at the city they could see me. They made us put up a cash bond. In the 1990's I bought the property. The 15 acres east of the property is left to protect the site. There is no subdivision that touches the proposed land. All of the back touches the City landfill property. It allows for a good buffer. We are not dumping trash only greenway waste for the survival of our company to have a place to put our stuff.

Part of the property was grandfathered in under mining. This second phasing did not meet the timing. When the City said it didn't meet mining we stopped. That has ceased as of October, we have not been dumping there. We have been put on hold on everything, and I can't put a dozer there until I get this problem fixed.

The thing that is good about a compost facility is that it can be reclaimed one day. I am not creating an environmental problem. We are not putting any trash or bringing in products harmful for the environment, we have to meet ADEQ specs.

Composting goes along with our promoted 2009 goals to deal with greenway waste. No one has anywhere to go with their leaves and clippings. It is very expensive for everyone to deal with greenway waste. Wet leaves at \$26.00 per ton would be a lot of money and it doesn't need to be buried but reused.

We don't have good top soil. Looking forward to making his own top soil which is only good for the first 6". When you take these products that are naturally given and reuse them, it is good for the community. New industry comes and they are looking at how they can get rid of their waste. He added that he is not trying to create a traffic problem. Not interested in opening on Sundays. Try to minimize the noise. Most of the property around us belongs to me. There will be a sifting machine to sift out the nails, glass. That will be the main equipment. We've met everything engineering that ADEQ needs. The City has requested an I-2 be applied for so that I can continue.

Opponents:

Derek Falls, lives in Woodsprings Forest Subdivision; *Mr. Falls* stated that the residents of Woodsprings Forest and Casey Springs Road oppose a compost landfill of any size on Casey Springs Road for the following reasons: increased traffic, noise pollution, odors, rodents and decreased property value. A meeting was held with Robert Sartin and residents of Woodsprings Forest on September 30, 2008 to discuss concerns and no compromise was reached. A compost facility is a commercial operation and according to the 1996 Comprehensive Land Use Map, Woodsprings Forest is recommended as Village Residential. That shouldn't change because someone's illegal mining activities destroyed a large portion of that neighborhood. The City of Jonesboro gave me a plat in 2004 before I purchased my house showing 30 additional lots by my house in Phase II of Woodsprings Forest. I called Robert Sartin who then told me he had nothing planned and that it was R-1 and the only thing that could be built was houses. He also sold my lot as a residential lot in 2001. Within 6 months of me purchasing my house he was illegally

mining gravel on that land and it took the City of Jonesboro a year to stop him. I would have never bought my house had Robert been forth coming.

In the Spring of 2008, another neighbor called Robert Sartin to inquire about his activities behind the house he was considering to purchase. Robert told him nothing about a compost facility and explained he was just building a warehouse nobody would ever see.

Mr. Falls stated that Robert Sartin has never been completely honest with us. He appears to have no respect for laws or ordinances that do not suit his purpose. We suspect his commercial compost will be run the same way. The only reason he finally quit dumping behind our house was because he got caught by a camera on a cell phone. His assurances mean nothing to the residents of Woodsprings Forest and our property values will decline tremendously if this compost is allowed.

Mr. Fall further stated that another concern they have is the large amounts of yard waste currently being collected by the City of Jonesboro that the city has no place to dispose. There is a massive amount rotting on Strawfloor waiting for a legal compost facility. Per the Public Works Council Committee minutes on September 4, 2008, the City would be in violation of the ADEQ for having an illegal compost site if the landfill were inspected. That site is still there. We also know that as far back as October 2007, there have been discussions with Robert Sartin to take the green waste from the City. Take it somewhere else. Legacy Landfill has 10 acres right now that can be used as a compost site and additional land that could possibly be leased by someone wanting to start a compost facility. Lacy Compost next to Razor Rock also has a permit pending with the ADEQ. Mr. Falls stated that this site does not have any residences within miles and is adjacent to many, many acres of legal gravel mines. There are options other than Casey Springs Road.

Mr. Falls added that in Mr. Sartin's most recent ADEQ inspection he was cited for operations not following acceptable methods performed by a licensed operator to which he responded that must be a new requirement but yet he had been cited for that prior. The old landfill is closed and will become green area. Why create another nuisance. He presented a petition of 40 signatures opposing.

Mike Ledbetter, 626 W. Washington- *Asked Mr. Mooney if he said he has permitted for 20 years, in R-1. This land is dear to the Lawson Family, my wife's family lives along Casey Springs. They have had to suffer through the land fill for quite some time. This is about to be shut down. Let's let this area heal. Plans are to connect Washington to the south, and connect Casey Springs around to Parker Road. There is a lot of activity and potential for something better.*

Mr. Howard Cowgill, 2813 Casey Springs- *Mr. Mooney stated that everybody has been talked to by his party? He has not talked to me. He has not stated where the entrance will be? Is this a business to operate? Is he doing it for profit with top soil to resell? There is only one little sign company that was grandfathered in. There are a lot of questions. The old dump is so far removed. In his case he will place it where it will abut residential houses. There will be little critters drawn to this site. One child has gotten bit by a copperhead. There are young children in the area. How many trucks will be used? How can we be sure that they are not tearing up streets and driving inappropriately? All past city planners were in support of this. That doesn't mean put it here. We have not been told all the facts. He commented on property values. It was inferred that he will hire so many people. That has nothing to do with this rezoning.*

William Budd, 2806 Casey Springs- The house next to me is for sale. Everybody that visits that house because of the back fence and property line, they want to know if they want to connect to it. They love it but they say we will have land fill behind that house. The man has tried to sell their house for 2 years. Stated concerns over mining going on, and his 5 year old grandson; the rattle snakes and copperheads have been an issue. Moved here in 1974 and he didn't have a landfill behind our house at its current height. What about the plastic bottles and paint cans that they mow and collect? Who will check for it.

Judith Holland, 2813 Nottingham Way- She is a teacher at the school at the end of Casey Springs. There are 50 students that drive that area. We have 325 students in our school; you have parents/students/teachers arriving before 8 AM and after 3 PM school. She stated concerns about operating hours from 7 AM to 6 PM, with trucks on Casey Springs as the only way out. It will be difficult for students and parents on that road with hauling limbs.

Mr. Bobby Wright, 2818 Casey Springs Rd.- He asked, how many people walked over there and looked at that situation? Last fall a truck went by his house full of logs, 2 ft. in diameter he went and saw where they dumped there and it is not just grass and leaves there is everything there. With 1500 lbs. of Bermuda grass sitting down there, you will a breeding ground for skunks, rats, and possums.

Sidney Crawford, 3021 Casey Springs Rd.- Lived there since 1974. He has fought this for years- the landfill. There was a 1976 fire with 55 gallon drums shooting 1000ft. in the air. Little Rock National Guard took 6 months to contain it. He got on a frontend loader and we could not contain it. Put up with that for 2 years. Land fill out there was suppose to be closed by ADEQ back in 1984 was supposed to be closed and capped off. It kept getting bigger. It's still not capped off like it should be. They moved shop out there and there was methane gas; they moved them back out there. Tired of it being harassed out there with trash hauled there and their limbs fall off the trailers and they don't pick them up. Want it somewhere else. He is opposing it being changed from residential to business.

Staff Presentation:

Mr. Spriggs stated that this facility is proposed to be a commercial enterprise. He stated for the record that the use described is not a legally accepted nonconforming use in terms of operation of the facility. Mr. Sartin has obtained approval/permit for the operation, with ongoing inspections. We stated to Mr. Sartin in 2006 concerning the use of the property as composting that rezoning was necessary.

Mr. Spriggs added that the illegal fill/extraction area that was part of the original Woodsprings Heights Subdivision was approved as a preliminary plan subdivision. Mr. Sartin in 2008, applied for a larger tract of land that included this area next to the existing R-1 Subdivision. Since that time an illegal occurrence of materials being taken in occurred in October, 2008 and he was put on notice with a Zoning Violation/Citation. He at that time complied and also submitted that information to ADEQ as noted in his last agency inspection.

Mr. Spriggs stated that it was mentioned earlier, the conditions of the staff summary. He added that he has experience the impacts of a private compost facility. There are a number of nuisances that have been incurred by neighboring residents, which are true in terms of odor and other impacts mentioned that the MAPC should take under consideration. The misting devices were required in the earlier mentioned example which does alleviate the smell issue to an extent.

For most landfills there is typically a setback and staff has recommended a minimum setback of 100ft in terms of proximity to residential; MAPC does have liberty to increase that number.

The facility is to be accessed off of Casey Springs Rd. as it is currently. It was mentioned earlier, that the drives and parking areas need to be addressed in terms of surfacing to prevent any deterioration of public streets. Access to and from the site needs to be properly developed to allow for emergency response because of susceptibility of fires.

Mr. Spriggs concluded that in terms of the regulatory standards, they are covered by other agencies such as ADEQ. Staff's concerns are from the land use perspective of terms of proximity to residential to avoid any future nuisances. If a recommendation is sent to Council he provided the following possible conditions:

- 1. The property shall be limited as General Industrial Composting and shall receive and process green yard waste only. Organic and hazard wastes shall be prohibited.*
- 2. A minimum buffer of 100 ft. shall be provided and maintained between any compost storage/process pile and any nearest domicile.*
- 3. If in the future a nuisance is declared by the City of Jonesboro City Council concerning odors, misting aroma devices shall be installed at the facility to east and south.*
- 4. Line of fill and processing compost material shall be limited to a set back from the East, West and South boundaries at 50 ft. minimum and with no allowance for expansion.*
- 5. The compost facility shall remain in permit compliance with ADEQ Solid Waste Division and any regulating agency applicable.*
- 6. Hours of operation shall be limited to 7:00 am to 6:00 pm, Mondays through Saturdays only.*
- 7. Any new accessory building structures shall be submitted as part of the building permit process and shall be located a minimum 10 ft. from any property line.*
- 8. Any vehicular parking areas shall be paved and meet minimum parking requirements, excluding curbing. Driveways shall be constructed with compacted SB-2/chat to prevent illegal debris, soil, mud or dust from street right of ways.*
- 9. Signage shall be limited to directional signage and one ground monument sign in compliance with signage code set back and size restrictions.*

Mr. Sartin's rebuttal: *The property that I purchased; I have investment in this. I know that the houses have been selling and one just sold a month ago. We have not hurt property values. We have been doing this for over 20 years and they put a subdivision behind a landfill.*

Composting is not a dump. I have been there for 20 years we have not had a fire, or other problems with the City. Meeting regulations is the thing that I have done. It was not till 2006 that we have ask for rezoning. It is not just the city issue but it is state issue for me and the rules have changed even for the state year to year. Now they want a manned facility. If I get a violation, I have to have time to clean it up. I've had people break in and dump a whole house on me there. That is not green waste.

Mr. Sartin stated that he felt sorry for the family that had a grandson who got bit by a copperhead. We all have snakes; I have snakes in my back yard. Smell comes from making mulch. I am making a top soil and it will not smell like the mulches do. You have to make good mulch you don't want pine and stuff that create termites. I don't want to do something like that.

Mr. Sartin added that he is not trying to devalue the neighborhood, I own the property. With the mining issue, I didn't know I was doing that illegal at the time. I have not been doing that. I have a mining permit. I met the requirement. We sent out 30 letters inviting people in the neighborhood to come to a meeting, to go over issues. I had 8 people to show up. Have been doing this for 20 years. He stated that he has the City's best interest at heart. He owns 20 acres, and is only using 7 acres. And a big portion of that is behind these homes that they say they are losing value, and they are not.

***Mr. Bobby Wright:** Number one I think we are seeing more misrepresentation. We were never told that this is a commercial enterprise. He can do that somewhere else. It does devalue your property. There is odor. He commented on the fire risks. If this was his home he wouldn't put this in his back yard. He is a business man. I find it hard to believe, he didn't know that it was illegally mined. To me, he did it as long as he could get away with it.*

***William Budd** stated he work for Best Manufacturing. We are located off Dan Avenue. He mentioned the example of the man that took pallets and grinded them up and it caught fire. It burned for months. This is behind me. If they flood it to put the fire out, It causes an EPA problem. It is a mental thing, and no one will buy your house.*

***Mr. Reggy Holland,** 2813 Nottingham Way- He attended the meeting with Mr. Sartin and he asked Mr. Sartin if he would live next to a compost facility, and he didn't respond to it. He has lived there since 2000. Only time he came in to clean it up is when we have called to complained. He didn't do it then and he won't do it now.*

Mr. Marvin Day made a motion to recommend denial to City Council because this is not adequately buffered and appropriate for the area. The motion was 2nd by Ms. Norris. The case was denied unanimously.

Action:

A motion was made by Secretary Marvin Day, seconded by Margaret Norris, that this Rezoning be Denied. The motion CARRIED by the following vote: Ms. Norris- Aye; Mr. Roberts- Aye; Mr. Tomlinson- Aye; Mr. Day- Aye; Mr. Hoelscher- Aye. Absent were: Mr. Collins, Mr. Dover, Mr. Halsey.

Conclusion:

The MAPC finds that the requested zone change submitted by Robert Sartin should be denied, based on the above observations, by the City Council as I-2 General Industrial District (5 to 0 vote). The applicant and his agent are requesting an appeal of that decision before the Council.

Respectfully Submitted for Council Consideration,

Otis T. Spriggs, AICP
Planning & Zoning Director

Site Photographs



View at terminus of Nottingham Way Looking West



View looking towards Nottingham Way



View looking North from Nottingham Way



View looking North from Nottingham Way



View looking North at Entrance/Casey Springs



View looking North at Entrance/Casey Springs



View of abutting property at entrance (East)



View looking North at Entrance/Casey Springs



View looking East on site



View looking Northeast on site



View looking East on site



View looking Northeast on site

View of property south of the entrance



View from drive entrance looking West



View looking east from entrance on Casey Springs



View looking east and south from entrance on Casey Springs



View from site



View on property site

AFFIDAVIT

I, Rachel Sartin, being duly sworn, state as follows:

1. I am familiar with the property located at 2918 Casey Springs Road, Jonesboro, Arkansas. Floyd and Virginia Wineland purchased said land from J.C. Hall and Jane Hall in May of 1985.

2. Prior to said purchase, Floyd and Virginia Wineland were leasing this property from J.C. Hall and Jane Hall and using the land as a pit since 1982. That Floyd Wineland operated a business by the name of Wineland Sand and Gravel.

3. Robert Sartin and Rachel Sartin leased the said property from Floyd Wineland and Virginia Wineland from 1982 until August 11, 1994, for the disposal of yard waste from the operation of their business, Sartin Services Complete Lawncare, Inc.

4. That Robert Sartin and Rachel Sartin then purchased the said property from Floyd Wineland and Virginia Wineland on August 11, 1994, to secure a disposal site for their growing business.

5. In 1997 the City of Jonesboro and ADEQ required the compost site to be officially licensed and permitted. Sartin Services Complete Lawncare, Inc., filed a notice of intent and applied for Storm Water Permit and a Yard Composting Facility Permit in April of 1997. The site received approval for the Storm Water Permit on May 1, 1997. The Yard Waste Compost Permit was approved on November 4, 1997.

DATED this 11th day of February, 2009.

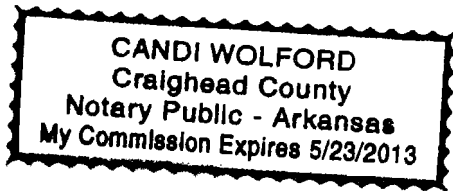
Rachel Barton
Rachel Barton

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

SUBSCRIBED AND SWORN to before me on this 11th day of February,
2009.

Candi Wolford
Notary Public

My commission expires:
5/23/2013





Application for a Zoning Ordinance Map Amendment

METROPOLITAN AREA
PLANNING COMMISSION
Jonesboro, Arkansas

Date Received: _____

Case Number: _____

LOCATION:

Site Address: 2918 Casey Springs Road

Side of Street: North between Pembroke Lane and tower location road

Quarter: NE NE Section: 27 Township: 14 N Range: 3 East

Attach a survey plat and legal description of the property proposed for rezoning. A Registered Land Surveyor must prepare this plat.

SITE INFORMATION:

Existing Zoning: R-1 Residential Proposed Zoning: I-2 L.I.L.O. composting

Size of site (square feet and acres): 7.34 acres Street frontage (feet): 51.3' Casey Springs Road

Existing Use of the Site: vacant

Character and adequacy of adjoining streets: 2 lane local road

Does public water serve the site? yes

If not, how would water service be provided? _____

Does public sanitary sewer serve the site? yes

If not, how would sewer service be provided? _____

Use of adjoining properties:

North R-1 - I-2 - landfill

South R-1

East R-1

West R-1

Physical characteristics of the site: gradually sloping

Characteristics of the neighborhood: residential abutting landfill

Applications will not be considered complete until all items have been supplied. Incomplete applications will not be placed on the Metropolitan Area Planning Commission agenda and will be returned to the applicant. The deadline for submittal of an application is the 17th of each month. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.

REZONING INFORMATION:

The applicant is responsible for explaining and justifying the proposed rezoning. Please prepare an attachment to this application answering each of the following questions in detail:

- (1). How was the property zoned when the current owner purchased it?
- (2). What is the purpose of the proposed rezoning? Why is the rezoning necessary?
- (3). If rezoned, how would the property be developed and used?
- (4). What would be the density or intensity of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)?
- (5). Is the proposed rezoning consistent with the Jonesboro Comprehensive Plan and the Future Land Use Plan?
- (6). How would the proposed rezoning be the public interest and benefit the community?
- (7). How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area?
- (8). Are there substantial reasons why the property cannot be used in accordance with existing zoning?
- (9). How would the proposed rezoning affect nearby property including impact on property value, traffic, drainage, visual appearance, odor, noise, light, vibration, hours of use or operation and any restriction to the normal and customary use of the affected property.
- (10). How long has the property remained vacant?
- (11). What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services?
- (12). If the rezoning is approved, when would development or redevelopment begin?
- (13). How do neighbors feel about the proposed rezoning? Please attach minutes of the neighborhood meeting held to discuss the proposed rezoning or notes from individual discussions. If the proposal has not been discussed with neighbors, please attach a statement explaining the reason. Failure to consult with neighbors may result in delay in hearing the application.
- (14). If this application is for a Limited Use Overlay (LUO), the applicant must specify all uses desired to be permitted.

OWNERSHIP INFORMATION:

All parties to this application understand that the burden of proof in justifying and demonstrating the need for the proposed rezoning rests with the applicant named below.

Owner of Record:

I certify that I am the owner of the property that is the subject of this rezoning application and that I represent all owners, including spouses, of the property to be rezoned. I further certify that all information in this application is true and correct to the best of my knowledge.

Applicant:

If you are not the Owner of Record, please describe your relationship to the rezoning proposal:

Attorney Charles M. Mooney

Name: Robert Sartin

Name: Charles M. Mooney, Sr.

Address: 2703 S. Culberhouse Road

Address: 401 S. Main Street

City, State: Jonesboro, AR ZIP 72404

City, State: Jonesboro, AR ZIP 72401

Telephone: (870) 935-0357

Telephone: (870) 935-5847

Facsimile: _____

Facsimile: (870) 935-4438

Signature: [Handwritten Signature]

Signature: _____

Deed: Please attach a copy of the deed for the subject property.

Applications will not be considered complete until all items have been supplied. Incomplete applications will not be placed on the Metropolitan Area Planning Commission agenda and will be returned to the applicant. The deadline for submittal of an application is the 17th of each month. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.

REZONING INFORMATION

- (1) How was the property zoned when the current owner purchased it? **R-1**
- (2) What is the purpose of the proposed rezoning? Why is the rezoning necessary?
Composting
- (3) If rezoned, how would the property be developed and used? **Composting**
- (4) What would be the density or intensity of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)?
Processing
- (5) Is the proposed rezoning consistent with the Jonesboro Comprehensive Plan and the Future Land Use Plan?
- (6) How would the proposed rezoning be in the public interest and benefit the community? **Currently no facility for composting**
- (7) How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area? **Compatible with the property North and would be buffered on the East for residential property**
- (8) Are there substantial reasons why the property cannot be used in accordance with existing zoning? **Yes, composting not allowed in R-1 area**
- (9) How would the proposed rezoning affect nearby property including impact on property value, traffic, drainage, visual appearance, odor, noise, light, vibration, hours of use or operation and any restriction to the normal and customary use of the affected property. **The facility would be locked and not available to the public. No effect with reference to odor, noise, light, vibration, hours of use or operation.**
- (10) How long has the property remained vacant? **Never developed**
- (11) What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services. **No effect except for fire service**
- (12) If the rezoning is approved, when would development or redevelopment begin? **At once**

- (13) How do neighbors feel about the proposed rezoning? Please attach minutes of the neighborhood meeting held to discuss the proposed rezoning or notes from individual discussions. *If the proposal has not been discussed with neighbors, please attach a statement explaining the reason. Failure to consult with neighbors may result in delay in hearing the application.* **Had one meeting with the neighbors on the east side and have changed development size.**
- (14) If this application is for a Limited Use Overlay (LUO), the applicant must specify all uses desired to be permitted. **For composting**

APPEAL TO THE JONESBORO CITY COUNCIL

REQUEST FOR HEARING ON APPEAL FROM THE METROPOLIAN AREA PLANNING COMMISSION

Comes the appellant, Robert Sartin, by and through his attorneys, Mooney Law Firm, and for his appeal from the decision of the Metropolitan Area Planning Commission, states:

1. Appellant is the owner of the following described real property located in Craighead County, Arkansas, to-wit:

A part of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 27, Township 14 North, Range 3 East in Craighead County, Arkansas, more particularly described as follows: From the Northeast Corner of said Section 27; thence S01°17'28"E 537.48 feet along the East line of the Northeast Quarter of the Northeast Quarter of said Section 27 to a point; thence S88°53'58"W 419.72 feet to a point; thence S01°27'19"E 210.00 feet to a point; thence S88°53'58"W 67.00 feet to a point; thence S01°27'19"E 147.00 feet to a point on the Northerly Right of Way of Casey Springs Road; thence N76°24'02"W 51.30 feet along said Right of Way to a point; thence N01°27'19"W 880.69 feet to a point on the North line of the Northeast Quarter of the Northeast Quarter of said Section 27; thence N88°48'59"E 537.80 feet along the North line of the Northeast Quarter of the Northeast Quarter of said Section 27 to the point of beginning, containing some 7.34 acres, more or less, being subject to all easements, restrictions, reservations, and rights of way of record.

2. The property is a 7.34 acre +/- tract generally located at 2918 Casey Springs Road, West of 2914 Casey Springs Road, West of Woodsprings Forest Phase 1 Subdivision, East of Tall Birch Road and on the North side of Casey Springs Road.

3. Appellant and his predecessor in title have owned this property for many years.

4. This property is zoned Residential (R-1) and was so zoned during the mass annexation of property by the City a number of years ago. The highest and best use of the property is Industrial (I-2 L.U.O.). Appellant applied for an Industrial (I-2 L.U.O.) zoning in order to bring the property into proper zoning for its highest and best use and its planned use. The Metropolitan Area Planning Commission denied appellant's request to rezone said property from R-1 to I-2 L.U.O. This property was grandfathered into the City for its present use at the time the City passed its annexation ordinance.

5. The action by the Metropolitan Area Planning Commission in refusing to rezone the property according to its highest and best use and for its intended use violates appellant's due process rights and equal protection rights as guaranteed by the United States Constitution and the Constitution of the State of Arkansas.

6. Appellant states that he has adequate grounds for appeal and the action of the Metropolitan Area Planning Commission in refusing to recommend rezoning of said property as requested is without basis in law or fact. Further, the action of the Metropolitan Area Planning Commission is arbitrary and capricious as well as in violation of appellant's constitutional rights and the City Council should hear the appeal and override the action of the Metropolitan Area Planning Commission and rezone the property to an I-2 L.U.O. zoning classification.

7. Appellant states that the interim city planner recommended the change in zoning.

WHEREFORE, appellant prays that his appeal to the City Council of the City of Jonesboro, Arkansas, be perfected pursuant to the Code of Ordinances of the City of Jonesboro; or alternatively, set appellant's appeal hearing for a regular official session; that the City Council override the action of the Metropolitan Area Planning Commission and rezone said property as requested; and for all other relief to which he may be entitled.

MOONEY LAW FIRM, P.A.
P. O. Box 1428
Jonesboro, Arkansas 72403
870-935-5847

By Charles M. Mooney, Sr.
Charles M. Mooney, Sr.
Arkansas Bar No. 61020
Attorney for Appellant

Warranty Deed

(WITH RELINQUISHMENT OF DOWER & CURTESY)

KNOW ALL MEN BY THESE PRESENTS

THAT WE, Floyd Wineland and Virginia Wineland, his wife,
for and in consideration of the sum of Ten and no/100
\$10.00 DOLLARS

and other good and valuable considerations to us in hand paid by
Robert Sartin and Laura Rachael Sartin, his wife, as tenants by the
entirety, the receipt of which is hereby acknowledged,

we hereby grant, bargain, sell and convey unto the said
Robert Sartin and Laura Rachael Sartin, his wife, Grantees
and unto their heirs and assigns forever, the following lands lying in the County of Craighead and
State of Arkansas, to-wit:

A part of the Northeast Quarter of the Northeast Quarter of Section
27, Township 14 North, Range 3 East, more particularly described as
follows: Beginning at the Northeast corner of the Northeast Quarter
of Northeast Quarter of said Section 27; thence South along the Section
line 537.5 feet; thence South 88° 28' West 420 feet; thence South
210 feet; thence South 88° 28' West 67 feet; thence South 147 feet
to the centerline of a County Road; thence North 75° 50' West
along said centerline 50 feet; thence North 880 feet to the North
line of the Northeast Quarter of the Northeast Quarter of said
Section 27; thence East along said Section line 536.5 feet to
the point of beginning proper, containing 7.25 acres, more or less.



To have and to hold the same unto the said Grantees
and unto their heirs and assigns forever, with all appurtenances thereto belonging.
I, Floyd Wineland and Virginia Wineland, his wife, Grantees
do hereby covenant with said Grantees
that we will forever warrant and defend the title to the said lands against all claims whatever.
I, Floyd Wineland and Virginia Wineland, his wife, Grantees
for and in consideration of the said sum of money, do hereby release and relinquish unto the said Grantees
our rights of dower, curtesy and possibility of Homestead in and to said lands.

WITNESS our hands and seals on this 11th day of August, 1994.
Floyd Wineland (R.S.) Virginia Wineland (R.S.)
Floyd Wineland Virginia Wineland

STATE OF ARKANSAS)
COUNTY OF CRAIGHEAD) SS

BEFORE ME, Notary Public within and for the County aforesaid,
did appear and being Floyd Wineland and Virginia Wineland, his wife,

known to me to be the grantors in the foregoing Deed, and advised that they had executed the same for the consideration
and purpose therein mentioned and set forth.

And on the 11th day also voluntarily appeared before me each of the said grantors separately, and each grantor in the
presence of said grantor's spouse declared that he or she had, of his or her own free will, executed said Deed and signed
therein and the relinquishment of dower, curtesy and homestead in the said Deed for the consideration and purposes therein
expressed and set forth, without compulsion or undue influence of such grantor's spouse.

I, Diana Street, Notary Public on this 11th day of August, 1994.
Diana Street
Dian Street

CERTIFICATE OF RECORD #56347

STATE OF ARKANSAS)
COUNTY OF CRAIGHEAD) SS

I, Shannon Vickens, Circuit Clerk and Ex-Officio Recorder
of the County aforesaid, do hereby certify that the annexed and foregoing instrument of writing was filed for record in
this office on the 12th day of August, A.D. 1994, at 10:25 o'clock A. M.

and has been duly recorded, with acknowledgments and certificates thereon in Deed Record DR 665.

I, Shannon Vickens, Clerk of said Court this 12th day
of August, 1994.
Shannon Vickens
Circuit Clerk and Ex-Officio Recorder D.C.

I, Bill Sal, Notary Public do hereby swear that at least the legally correct amount of documentary stamps have been placed on this instrument.
Address 3703 South Collier Ave Jonesboro, AR

Warranty Deed

KNOW ALL MEN BY THESE PRESENTS:

That we, **Robert Sartin and Rachel Sartin**, husband and wife, **GRANTORS**, for and in consideration of the sum of Ten Dollars (10.00) and other good and valuable consideration, to us, cash in hand paid by **Tommy Williams and Karen Williams**, husband and wife, **GRANTEES**, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said **GRANTEES**, and unto their heirs and assigns forever, **an undivided one-half Interest** in and to the following lands lying and being situate in the County of Craighead, State of Arkansas, to wit:

A part of the Northeast Quarter of the Northeast Quarter of Section 27, Township 14 North, Range 3 East, more particularly describes as follows: Beginning at the Northeast corner of the Northeast Quarter of the Northeast Quarter of said Section 27; thence South along the Section line 537.5 feet, thence South 88 degrees 28' West 420 feet; thence South 210 feet, thence South 88 degrees 28' West 67 feet' thence South 147 feet to the centerline of a county road; thence North 75 degrees 50' West along said centerline 50 feet; thence North 880 feet to the North line of the Northeast Quarter of the Northeast Quarter of said Section 27; thence East along said section line 535.5 feet to the point of beginning proper, containing 7.25. acres, more or less. The real property or its address is commonly known as Casey Springs Road, Jonesboro, Arkansas.

To have and to hold the same unto the said Tommy Williams and Karen Williams and unto their heirs and assigns forever, together with all and singular the tenements, appurtenances and hereditaments thereunto belonging.

And we hereby covenant with the said Tommy Williams and Karen Williams that we will forever warrant and defend the title to said lands and property against the lawful claims of any and all persons whomsoever.

I certify under penalty of false swearing that at least the legally correct amount of documentary stamps have been placed on this instrument.


Tommy Williams, Grantee

Jonesboro, AR 72401

And we, Robert Sartin and Rachel Sartin, husband and wife, hereby release and relinquish unto the said Tommy Williams and Karen Williams and unto their heirs and assigns, all of our right or possibility of dower, curtesy and homestead in and to the said lands.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this ____ day of May, 2001.

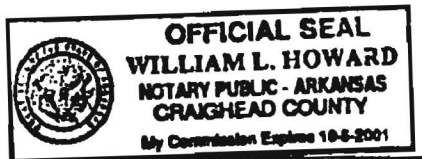
Robert Sartin
Robert Sartin
Rachel Sartin
Rachel Sartin

ACKNOWLEDGMENT

STATE OF ARKANSAS }
 } ss.
COUNTY OF CRAIGHEAD }

On this day, personally appeared before me, Robert Sartin and Rachel Sartin, husband and wife, known to me to be the persons whose names our subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and official seal this 30th day of MAY, 2001.



My Commission Expires

William L. Howard
Notary Public

MOONEY LAW FIRM, P.A.
ATTORNEYS AT LAW
401 S. MAIN - P. O. BOX 1428
JONESBORO, ARKANSAS 72403-1428

CHARLES M. MOONEY, SR.
CHARLES M. MOONEY, JR.
CLARKE MINON
JAMES R. BARR

PHONE: 870-935-5647
FAX: 870-935-4436
EMAIL: amoonyc@mlfark.com
WEBSITE: mlfark.com

February 13, 2009

Hon. Harold Perrin, Mayor
City of Jonesboro
515 W. Washington
Jonesboro, AR 72401

Re: Rezoning appeal for Robert Sartin on
Property located at 2918 Casey Springs Road

Dear Mayor:

Robert Sartin recently requested to rezone his property located at 2918 Casey Springs Road from R-1 to I-2 L.U.O., which was denied by the Metropolitan Area Planning Commission. We filed an appeal with the City Council which will be set for hearing soon.

Robert and Rachel Sartin leased this property from Floyd and Virginia Wineland from 1982 until August 11, 1994, for the disposal of yard waste from the operation of their business, Sartin Services Complete Lawncare, Inc. The Sartins purchased this property from the Winelands on August 11, 1994, in order to secure a disposal site for their growing business.

This property was used for a composting site before the mass annexation by the City of Jonesboro and had continued to be used for that purpose until on or about October 16, 2008, when the City of Jonesboro notified the Sartins that they were not permitted to bring in any form of waste or fill materials at this location until the property was rezoned from the existing R-1 Single Family Zoning District to an I-2 Industrial District. This has caused the Sartins great financial hardship.

COPY

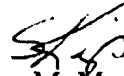
Page 2

It is our position that this property was "grandfathered" by the mass annexation and the Sartins should be allowed to immediately resume using this land as a composing site as they have been doing for the past 26 years.

We would like to settle this matter in an amicable way without having to file litigation against the City of Jonesboro. Please let us know your position on this matter.

Cordially yours,

MOONEY LAW FIRM, P.A.



Charles M. Mooney, Sr.

CMMsr:bg

cc: Otis Spriggs, Planning and Zoning Director of
Metropolitan Area Planning Commission
Eric Woodruff, Director of Public Works
Royce Leonard, Director of Sanitation



City of Jonesboro City Council
Staff Report – RZ07-39: City of Jonesboro Landfill Rezoning
Huntington Building - 900 W. Monroe
For Consideration by the City Council on Tuesday September 18, 2007

REQUEST: To consider rezoning property containing approximately 58.43 +/- acres more or less, which over the years has been a non-conforming landfill use.

PURPOSE: A request to recommend approval by the Metropolitan Area Planning Commission for rezoning of R-1 Residential to I-2 L.U.O., landfill related and ancillary support uses to the City Council.

**APPLICANT/
OWNER:** City of Jonesboro, AR

LOCATION: Current city landfill site located on Strawfloor Rd., encompassed by Casey Springs Rd., Tall Birch Drive.

**SITE
DESCRIPTION:** Tract Size: Approx. 58.43 +/- acres,
Frontage: Approx. 1350+ ft. on Tall Birch Dr.; 190+/- ft. on Strawfloor Rd., 210 ft. +/- on Casey Springs Rd.
Topography: Sloping
Existing Dvlpmnt: Existing Landfill/Support Buildings/reclaimed landfill.

SURROUNDING CONDITIONS:	<u>ZONE</u>	<u>LAND USE</u>
North:	R-1, C-3, I-2	Residential
South:	R-1	Residential
East:	R-1	Residential
West:	R-1	Residential

HISTORY: Previous Landfill central use.

MAPC RECOMMENDATION: The Metropolitan Area Planning Commission held a public hearing on September 11, 2007 and considered Case RZ-07-39, a request to rezoning the existing R-1 Single Family property to I-2 L.U.-Overlay. The Commission voted 5 to 0 recommending approval. The record of proceedings are as follows:

City planner, Otis Spriggs came forward as proponent for this item, stating that the site is now zoned R-1 and is a non-conforming use as the landfill. Mr. Tomlinson asked if this would stay under City ownership. Mr. Krennerich asked the city attorney about development of this area. Mr. Crego stated that it would have to be monitored for the methane gas for at least 20 years. The fill area would not be able to be developed for a minimum of 20 years. Mr. Roberts asked about buffering and city planner stated that if new construction or development was done then they would have to do buffering.

A motion was made by Vice Chair George Krennerich, seconded by Joe Tomlinson, that this Rezoning be Recommended to Council. The motion CARRIED by the following vote:

Aye: George Krennerich; Margaret Norris; Lonnie Roberts Jr.; Joe Tomlinson and Marvin Day (5 – 0 Vote)

Absent: were 3 members- Ken Collins; Jerry Halsey Jr. and Gary Harpole

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

COMPREHENSIVE PLAN/ FUTURE LANDUSE MAP

The 1996 Comprehensive Plan Future Land Use Map (page 24) shows the area recommended as Village Residential. This designation is not consistent with what the area is currently used. This area is pending a restudy on the land use map by the Land Use Advisory Committee.

Pertinent Zoning Ordinance sections include Section 14.44.05(b), 'change in District Boundary', beginning on page 104.

Approval Criteria- Section 14.44.05, (5a-g)- Amendments:

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

- (a) Consistency of the proposal with the Comprehensive Plan
- (b) Consistency of the proposal with the purpose of the zoning ordinance.
- (c) Compatibility of the proposal with the zoning, uses and character of the surrounding area;
- (d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;
- (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;
- (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
- (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.

Findings:

City Public Works' Staff is recommending this change on behalf of the Public Works' Council Committee to make the previously used landfill location available landfill related and ancillary support uses. Given the history of this site, Planning Staff does not object to the continued related uses on this piece of property. This will correct a non-conforming status which has been zoned residential over the years. All further activity of this property will remain in compliance with all environmental quality permits through all reviewing agencies.

Conclusion:

The Planning Department staff and the MAPC find that the requested Zone Change submitted by the City of Jonesboro on behalf of the Public Works Staff should be reviewed based on the observations above. In the Case of RZ-07-39, a request to rezone property from R-1 to I-2 Limited Use Overlay as Landfill and ancillary landfill support uses and facilities is recommended to the Jonesboro City Council as for approval.

Respectfully Submitted for Council Consideration,

Otis T. Spriggs, AICP
Planning & Zoning Director

SITE PHOTOGRAPHS



View looking North Along Casey Springs



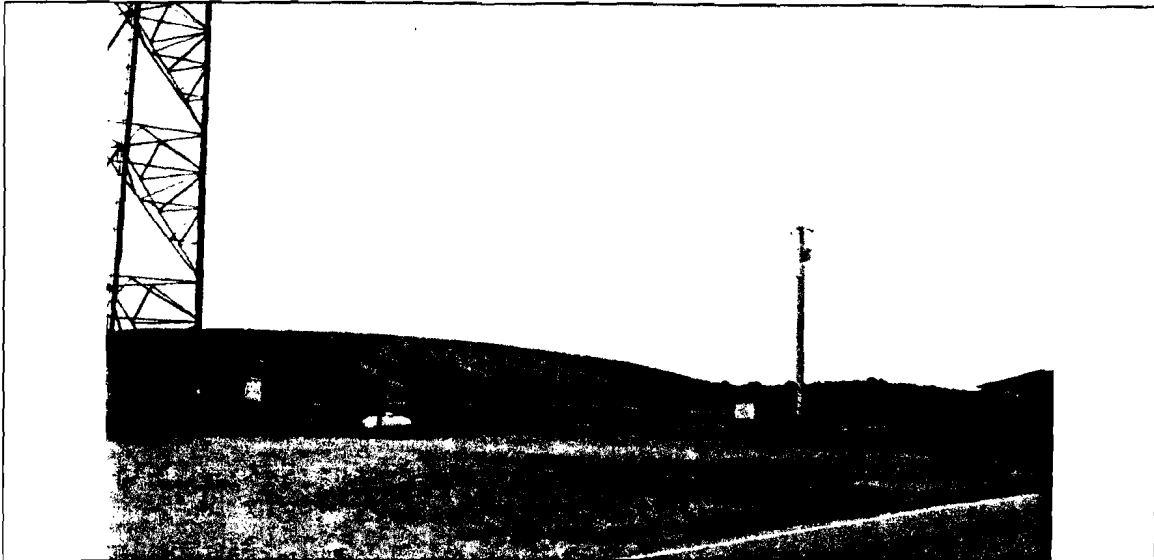
View looking north on Casey Springs



View looking Easterly at Proposed Site from Tall Birch Dr.



View looking North Easterly from View looking Easterly at Proposed Site from Tall Birch Dr. & Casey Springs



View looking Easterly at Proposed Site from Tall Birch Dr.



View Looking East toward subject property from Strawfloor



**GENERAL PERMIT
FOR THE CONSTRUCTION AND OPERATION OF
A MEDIUM CAPACITY YARD WASTE COMPOSTING FACILITY
ISSUED BY STATE OF ARKANSAS
DEPARTMENT OF ENVIRONMENTAL QUALITY**



PERMIT NUMBER: 0000-CYW-MC

AUTHORITY: In accordance with the provisions of The Arkansas Solid Waste Management Act (Act 237 of 1971), Ark. Code Ann. §§ 8-6-201 et seq. as amended, and Arkansas Pollution Control and Ecology Commission, Regulation No. 22, the Department has the authority to issue general permits for certain classes of solid waste processing facilities as defined in Section 22.102 of Regulation 22. The Department has chosen to permit medium capacity yard waste composting facilities using a general permit program.

EFFECTIVE DATE: February 15, 2006

EXPIRATION DATE: February 15, 2011

LIMITATIONS: Owners or operators of yard waste composting facilities within the State of Arkansas who fail to make a written request to the Director to be covered by this general permit and/or submit the required documentation are not authorized to operate under the permit.

Signed this 15th day of February 2006.

A handwritten signature in cursive script that reads "Steve Martin".

Steve Martin, Chief
Solid Waste Management Division
Arkansas Department of Environmental Quality



Arkansas Department of Environmental Quality
 Solid Waste Management Division
 P.O. Box 8913
 Little Rock, AR 72219
 (501) 882-0601



**NOTICE OF INTENT
 For Coverage Under the
 GENERAL PERMIT
 FOR THE CONSTRUCTION AND OPERATION OF
 A MEDIUM CAPACITY YARD WASTE COMPOSTING FACILITY
 GENERAL PERMIT 000-CYW-MC**

1. Legal Name of Applicant: Sartin Services Complete Lncare, Inc.	2. Name of Facility: Williams and Sartin Compost Site
3. Applicant Legal Address: 3703 S. Culberhouse Rd.	4. Facility Physical Location: 2918 Casey Springs Rd.
5. Applicant City, State, Zip: Jonesboro, AR 72404	6. Facility City State, Zip: Jonesboro, AR 72404
7. Applicant Telephone Number: 870-935-0357	8. Facility Telephone Number: 870-935-0357 or 870-919-4910
9. Cognizant Official: Robert J. Sartin	10. Facility Contact Person: Robert J. Sartin
11. Cognizant Title: Owner and Operator	12. Facility Latitude and Longitude 90° 45'; 35° 48' 45"
13. Cognizant Telephone: 870-935-0357 or 870-919-4910	14. Facility Section/Township/Range Sec 27 Township 14 North Range 3 East
15. Anticipated Service Area Approximately 6 acres	
16. Proposed Facility Operating Days and Hours Monday - Saturday 8:00 a.m. - 6:00 p.m.	17. Location(s) for Ultimate Disposal of Residual Waste and Unmarketable Finished Compost Hauled to site, cover and bury.
18. Anticipated Yearly Weight or Volume of Yard Waste Tons 5,000 CY	
19. Method for Marketing or otherwise utilizing finished compost material. All finished compost material will be sold as part of owner's business and offer product to public for use as fertilizer.	
20. Applicant has previously submitted, or has on file with this Department a complete up to date Disclosure Form. XXXYES If Yes, date submitted 4/27/97 Division Waste Mgmt If No, Submit a disclosure Form. Please note that Municipalities are not required to submit a Disclosure Form	21. Additional Information attached to NOI. Site Location Map <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Site Plan <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Permit Fee <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Financial Assurance Mech. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Location Restriction Demont. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA

Certification

To the best of my knowledge and belief, I certify the information provided in this Notice of Intent is true and accurate:

APPLICANT <i>Robert J. Sartin</i> Signature	Owner and Operator Name and Title	6/16/06 Date
ENGINEER/CONSULTANT <i>Carlos Wood</i> Signature	CARLOS WOOD, ENGR CONSULTANT Name and Title	6-19-06 Date

INSTRUMENT PREPARED BY: Floyd Wineland



Warranty Deed

(WITH RELINQUISHMENT OF DOWER & CURTESY)

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Floyd Wineland and Virginia Wineland, his wife,
for and in consideration of the sum of Ten and no/100
\$10.00 DOLLARS

and other good and valuable considerations to us in hand paid by
Robert Sartin and Laura Rachael Sartin, his wife, as tenants by the
entirety, the receipt of which is hereby acknowledged,
do hereby grant, bargain, sell and convey unto the said
Robert Sartin and Laura Rachael Sartin, his wife, -Grantees
and unto their heirs and assigns forever, the following lands lying in the County of Craighead and
State of Arkansas, to-wit:

A part of the Northeast Quarter of the Northeast Quarter of Section
27, Township 14 North, Range 3 East, more particularly described as
follows: Beginning at the Northeast corner of the Northeast Quarter
of Northeast Quarter of said Section 27; thence South along the Section
line 537.5 feet; thence South 88° 28' West 420 feet; thence South
210 feet; thence South 88° 28' West 67 feet; thence South 147 feet
to the centerline of a County Road; thence North 75° 50' West
along said centerline 50 feet; thence North 880 feet to the North
line of the Northeast Quarter of the Northeast Quarter of said
Section 27; thence East along said Section line 536.5 feet to
the point of beginning proper, containing 7.25 acres, more or less.



To have and to hold the same unto the said Grantees
and unto their heirs and assigns forever, with all appurtenances thereunto belonging.

And we hereby covenant with said Grantees
that we will forever warrant and defend the title to the said lands against all claims whatever.

And we, Floyd Wineland and Virginia Wineland, his wife,
for and in consideration of the said sum of money, do hereby release and relinquish unto the said Grantees
our rights of dower, curtesy and possibility of Homestead in and to said lands.

WITNESS our hands and seals on this 11th day of August, 1994.
Floyd Wineland (L.S.) Virginia Wineland (L.S.)
Floyd Wineland Virginia Wineland

ACKNOWLEDGMENT

STATE OF ARKANSAS }
COUNTY OF CRAIGHEAD } SS

BE IT REMEMBERED, that on this day came before me the undersigned, a Notary Public within and for the County aforesaid,
duly commissioned and acting Floyd Wineland and Virginia Wineland, his wife,

to me well known as the grantors in the foregoing Deed, and stated that they had executed the same for the consideration
and purpose therein mentioned and set forth.

And on the same day also voluntarily appeared before me each of the said grantors separately, and each grantor in the
absence of such grantor's spouse declared that he or she had, of his or her own free will, executed said Deed and signed
and sealed the relinquishment of dower, curtesy and homestead in the said Deed for the consideration and purposes therein
contained and set forth, without compulsion or undue influence of such grantor's spouse.

WITNESS my hand and seal as such Notary Public on this 11th day of August, 1994.
My Commission Expires _____ Dian Street Notary Public
Dian Street

STATE OF ARKANSAS }
COUNTY OF CRAIGHEAD } SS

I, Pat Fleetwood, Circuit Clerk and Ex-Officio Recorder
for the County aforesaid, do hereby certify that the annexed and foregoing instrument of writing was filed for record in
my office on the 12th day of August, A.D., 1994, at 10:25 o'clock A. M.
and the same is now duly recorded, with acknowledgements and certifies thereon in Deed Record DR 465,
page 291.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Court this 12th day
of August, 1994.

Pat Fleetwood Circuit Clerk and Ex-Officio Recorder Shannon Vickers DC.

I certify under penalty of false swearing that at least the legally correct amount of documentary stamps have been placed on this instrument

Buyer Robert Sartin Address 2203 South Collins Ave. Little Rock, AR



Untitled Image Overlay

2001
~~2001~~

2061



Untitled Image Overlay

35°49'13.16" N 90°44'44.95" W

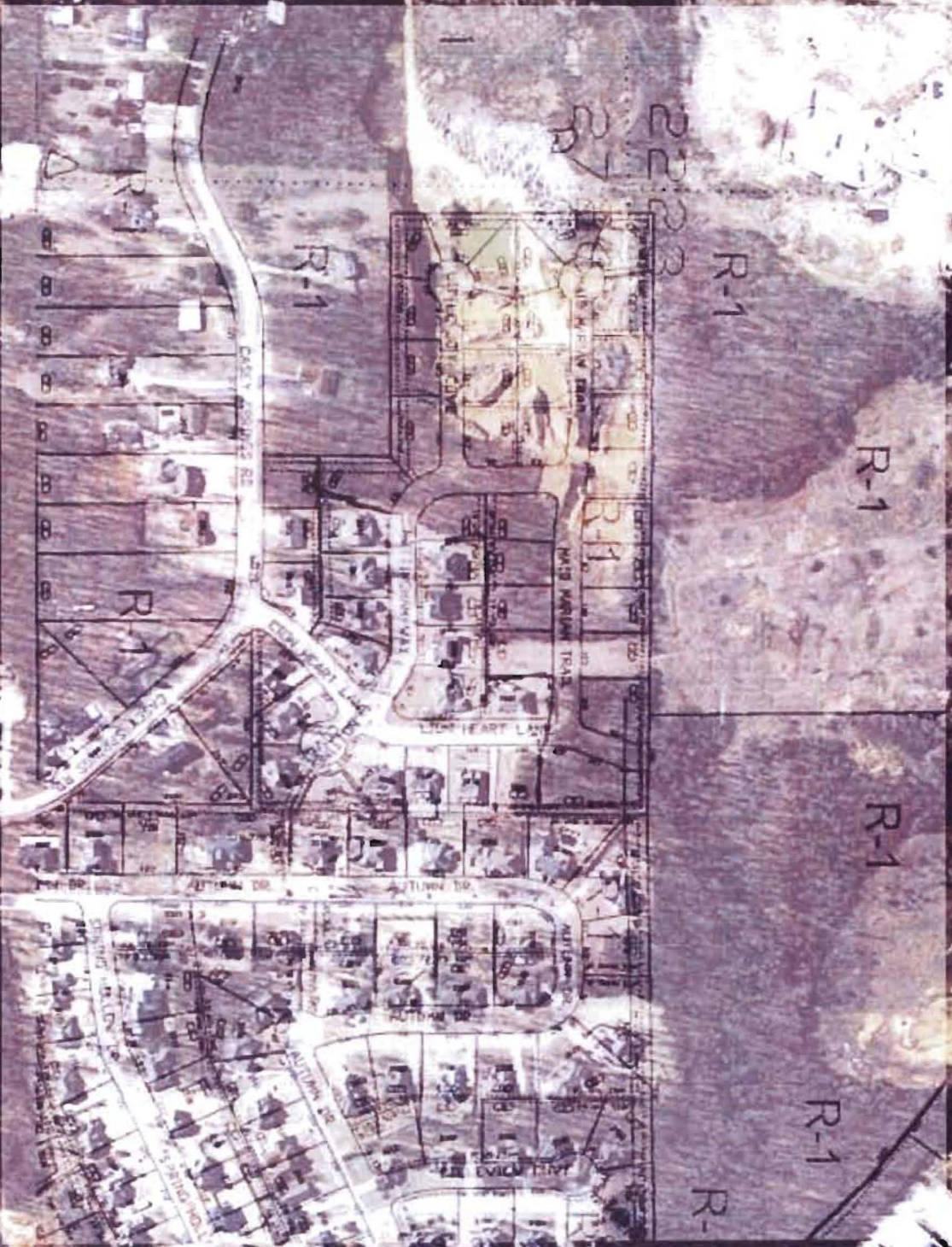


Image State of Arkansas
© 2008 Tele Atlas

Jan 11, 2006

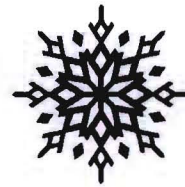
© 2008
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Compost

Rezoning Meeting

(3-5-09)



SartinServices

LAWNCARE & NURSERY, INC.

Inspired gardens for all seasons

Jonesboro City Council Members
Jonesboro, AR 72401

March 5th, 2009

Re: Rezoning Appeal for Robert Sartin on
Property Located at 2918 Casey Springs Road

To Whom It May Concern,

We are requesting your help in the rezoning of our property located at 2918 Casey Springs Road from R-1 to I-2 L.U.O., which was recently denied by the Metropolitan Area Planning Commission. We have filed an appeal with the City Council which will be hearing this issue soon.

Rachel Sartin and myself (Robert Sartin) had leased this property from Floyd and Virginia Wineland from 1982 until August 11, 1994, for the disposal of yard waste from the operation of our business, Sartin Services Complete Lawncare, Inc. We purchased this property from the Winelands on August 11, 1994, in order to secure a disposal site for our continued use as our business continued to grow.

This property has been used for a composting site before the mass annexation by the City of Jonesboro and had continued to be used for that purpose until on or about October 16, 2008, when the City of Jonesboro notified us that we were no longer permitted to bring in any form of waste or fill materials to this location until the property was rezoned. This has caused and continues to cause a financial burden and hardship on our company and we need to get this taken care of as quickly as possible.

It is our understanding that this property was "grandfathered" by the mass annexation and we would like to be allowed to immediately resume using this land as a composting site as we have done for the past 26 years.

We are hoping to be able to resolve this matter as amicably as possible and would greatly appreciate your help.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Sartin", followed by a long horizontal line extending to the right.

Robert Sartin, Owner

Sartin Services Lawncare & Nursery, Inc.

AR 82.50 ARKANSAS DOCUMENTARY \$44.00 3.30 222622 0178685 0200337

Warranty Deed

(WITH RELINQUISHMENT OF DOWER & CURTESY)

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Floyd Wineland and Virginia Wineland, his wife, for and in consideration of the sum of Ten and no/100 \$10.00 DOLLARS

and other good and valuable considerations to us in hand paid by Robert Sartin and Laura Rachael Sartin, his wife, as tenants by the entirety, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said Robert Sartin and Laura Rachael Sartin, his wife -Grantees and unto their heirs and assigns forever, the following lands lying in the County of Craighead and State of Arkansas, to-wit:

A part of the Northeast Quarter of the Northeast Quarter of Section 27, Township 14 North, Range 3 East, more particularly described as follows: Beginning at the Northeast corner of the Northeast Quarter of Northeast Quarter of said Section 27; thence South along the Section line 537.5 feet; thence South 88° 28' West 420 feet; thence South 210 feet; thence South 88° 28' West 67 feet; thence South 147 feet to the centerline of a County Road; thence North 75° 50' West along said centerline 50 feet; thence North 880 feet to the North line of the Northeast Quarter of the Northeast Quarter of said Section 27; thence East along said Section line 536.5 feet to the point of beginning proper, containing 7.25 acres, more or less.

ARKANSAS DOCUMENTARY \$2.20 0689727

To have and to hold the same unto the said Grantees and unto their heirs and assigns forever, with all appurtenances thereunto belonging. And we hereby covenant with said Grantees that we will forever warrant and defend the title to the said lands against all claims whatever. And we, Floyd Wineland and Virginia Wineland, his wife, for and in consideration of the said sum of money, do hereby release and relinquish unto the said Grantees our rights of dower, curtesy, and possibility of Homestead In and to said lands.

WITNESS our hands and seals on this 11th day of August, 19 94. Floyd Wineland, (L.S.) Virginia Wineland, (L.S.)
Floyd Wineland Virginia Wineland

*Purchased
Original
to Wineland
7.25 acres*

ACKNOWLEDGMENT

STATE OF ARKANSAS }
COUNTY OF CRAIGHEAD } SS
BE IT REMEMBERED, that on this day came before me the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, Floyd Wineland and Virginia Wineland, his wife,

to me well known as the grantors in the foregoing Deed, and stated that they had executed the same for the consideration and purpose therein mentioned and set forth. And on the same day also voluntarily appeared before me each of the said grantors separately, and each grantor in the absence of such grantor's spouse declared that he or she had, of his or her own free will, executed said Deed and signed and sealed the relinquishment of dower, curtesy and homestead in the said Deed for the consideration and purposes therein contained and set forth, without compulsion or undue influence of such grantor's spouse.

WITNESS my hand and seal as such Notary Public on this 11th day of August, 19 94. My Commission Expires 3-3-2003 Dian Street Notary Public
Dian Street

CRAIGHEAD COUNTY
My Commission Expires 3-3-2003

CERTIFICATE OF RECORD #56347

STATE OF ARKANSAS }
COUNTY OF CRAIGHEAD } SS
Pat Fleetwood, Circuit Clerk and Ex-Officio Recorder for the County aforesaid, do hereby certify that the annexed and foregoing instrument of writing was filed for record in my office on the 12th day of August, A.D., 19 94, at 10:25 o'clock A m. and the same is now duly recorded, with acknowledgements and certificates thereon in Deed Record DR 465, page 291.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 12th day of August, 19 94.
Pat Fleetwood Shannon Vickers
Circuit Clerk and Ex-Officio Recorder D.C.

I certify under penalty of false swearing that at least the legally correct amount of documentary stamps have been placed on this instrument.
Buyer Bob Sartin Address 3703 South Collins House, Jonesboro, AR

Purpose for Rezoning:

- Seeking rezoning of current 2918 Casey Springs property from R-1 to I-2 L.U.O. zoning in order to complete future development of property for establishing an effective, efficient composting facility to help to provide locally produced mulches and soil amendments to be made available to the community.
- To further establish and reinforce our commitment to “Go Green” through the use of recycling and reusing previously discarded green waste materials.
- We fully intend to operate this facility in such a manner as to minimize the impact on the environment as well as maintaining the integrity of the existing neighborhood.

Purpose of a Composting Facility:

Composting-Maximizing the Benefits and Minimizing the Environmental Impact:

- Municipal waste composting has grown significantly over the last few years as many Local Authorities have begun to encourage separate green waste collection facilities; reducing the amount of biodegradable waste going into landfills.
- Our main goal is to give our community a better place to call home by working with City and County Officials by providing a proper composting facility for green waste materials such as trees, shrubbery, stumps, roots, leaves and grass.
- Composting is the breakdown of the organic fraction of waste materials (garden waste) by micro organisms in controlled conditions. A mixture of material can be used in the composting process. (Trees, grass, leaves, etc. are all organic materials that will easily decompose.)
- We hope this will also further aid in helping to stop some of the unauthorized dumping that goes on throughout the city and county.

Composting-Odor Control:

- We plan to follow all standard procedures for the management and operation of composting sites and guidance on various ways of operating that prevent or minimize nuisance odors.
- We have been composting at this site to some varying degree for the past 20 plus years and have not had a problem with odor or nuisance animals or vector.
- It is our full intention to leave all existing greenway areas between the homeowners and the current property being used in order to maintain a natural buffer between the abutting residential properties.
- We currently hold an active permit issued by the ADEQ (AR Dept. of Environmental Quality) and are regularly checked and following their quality control guidelines. Including but not limited to the quality control of potential water runoff. (Copy of Permit included.)

Addressing of Residents Concerns:

City Planner Otis Spiggs suggested several conditions be met in the event the rezoning request gain approval and we have been in agreement to those requirements.

- Many of the residents' concerns seem to be based on comparing the composting site with the previously existing City Landfill that they adjoin. They have been unable to distinguish the difference in the two and are not comparing apples to apples so to speak. The two facilities are 2 totally different types. Our facility would not be taking in or processing any type of hazardous waste material but strictly green waste ONLY.
- Concerns regarding additional traffic on Casey Springs Road but should not be a problem, however, we would continue to pursue the future plans of changing the main entryway from Casey Springs Road to a possible new entrance from an existing area off City Landfill property.
- We have further agreed to leave the full 16.48 acres of additional land as a natural greenway buffer between the current residential properties and the existing area previously used for disposing of green waste material.
- Future plans for the use of production machinery to be used during daytime hours only between the hours of 7:00 am to 6:00 pm to avoid potential nuisance to surrounding neighbors.

While we do understand the concerns of the surrounding neighbors, many of which have chosen to make that their residence even with the previously active City Landfill as their neighbor, we feel it is still in the best interest and best use of the piece of property in question.

We would appreciate your giving this matter the due concern and attention that it needs in order that we may move forward with this rezoning. If you have any questions or concerns regarding your opinion on this matter, please feel free to contact me.

Sincerely,



Robert Sartin, Owner
Sartin Services Lawncare & Nursery, Inc.
870-935-0357

ADEQ

ARKANSAS
Department of Environmental Quality

January 10, 2008

Williams and Sartin Compost Site
Attn: Mr. Robert J. Sartin
3703 S. Culberhouse Rd.
Jonesboro, AR 72404

RE: Coverage under the General Permit for Williams and Sartin Compost Site
Permit Number: 0018-SCYW-MC AFIN: 16-00403
Document Identification # 44878; Reference Identifier: 35048

Dear Mr. Sartin:

Williams and Sartin Compost Facility is hereby granted coverage under the General Permit for the Operation of an existing Compost Facility located in Jonesboro, Arkansas. Permit tracking number 0018-SCYW-MC has been assigned to the facility. As per the calculated Closure Cost Estimate under the General Permit the facility should maintain financial assurance in the amount of \$25,000.00 in a mechanism in accordance with Chapter 14 of APC&EC Regulation 22.

Please note that compliance with the terms and conditions of the general permit and the provisions of Regulation 22, and the submitted operations and design narratives and drawings (Reference Identifier: 35048) is required at all times. Please note the above reference numbers assigned to your facility. Use these numbers on all correspondence and submittals related to the facility. Please be reminded that periodic reporting is required by the general permit and that annual permit fees will be due in each calendar year hereafter. If you have any questions, please call Ali Dorobati at (501) 682-0603.

Sincerely,



Steve Martin; Chief, SWMD

Enclosures: General Permit for the Operation of a Solid Waste Compost Facility

CC: Bryan Leamons, Engineer Supervisor, SWMD
Susan Speake, Programs Branch, SWMD
Harry Elliott, Enforcement Branch, SWMD
Jim Purvis, Fiscal Division, ADEQ
George Turner; Inspector, SWMD

ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY
5301 NORTHSHORE DRIVE / NORTH LITTLE ROCK / ARKANSAS 72118-5317 / TELEPHONE 501-682-0744 / FAX 501-682-0880
www.adeq.state.ar.us



**GENERAL PERMIT
FOR THE CONSTRUCTION AND OPERATION OF
A MEDIUM CAPACITY YARD WASTE COMPOSTING FACILITY
ISSUED BY STATE OF ARKANSAS
DEPARTMENT OF ENVIRONMENTAL QUALITY**



PERMIT NUMBER: 0000-CYW-MC

AUTHORITY: In accordance with the provisions of The Arkansas Solid Waste Management Act (Act 237 of 1971), Ark. Code Ann. §§ 8-6-201 et seq. as amended, and Arkansas Pollution Control and Ecology Commission, Regulation No. 22, the Department has the authority to issue general permits for certain classes of solid waste processing facilities as defined in Section 22.102 of Regulation 22. The Department has chosen to permit medium capacity yard waste composting facilities using a general permit program.

EFFECTIVE DATE: February 15, 2006

EXPIRATION DATE: February 15, 2011

LIMITATIONS: Owners or operators of yard waste composting facilities within the State of Arkansas who fail to make a written request to the Director to be covered by this general permit and/or submit the required documentation are not authorized to operate under the permit.

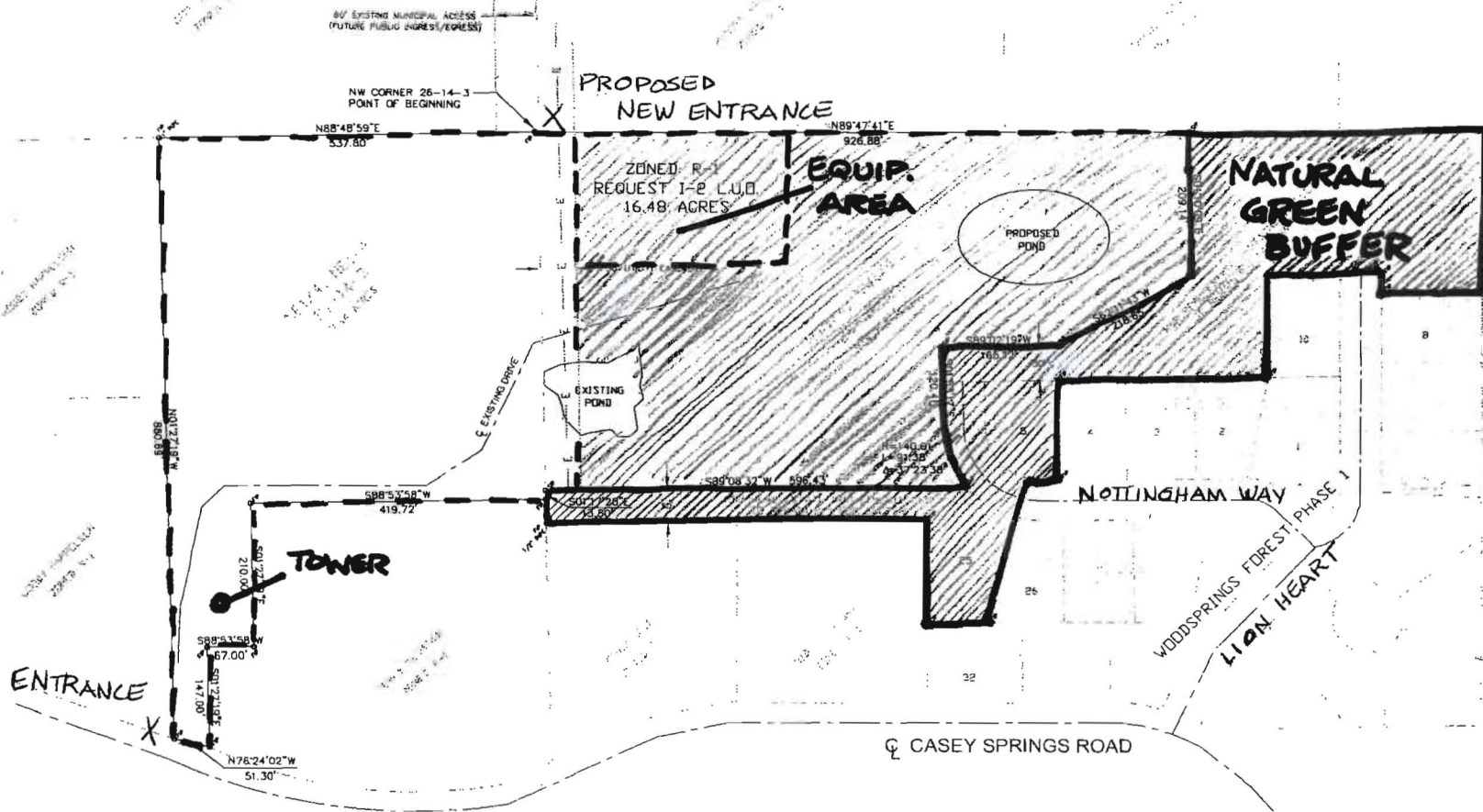
Signed this 15th day of February 2006.

A handwritten signature in cursive script that reads "Steve Martin".

Steve Martin, Chief
Solid Waste Management Division
Arkansas Department of Environmental Quality

HWY 63

CITY OF JONESBORO PROPERTY



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CERTIFICATION
I HEREBY CERTIFY THAT McALISTER ENGINEERING HAS THIS DATE MADE A BOUNDARY SURVEY OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH THE ARKANSAS MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND PLATS AND THAT ALL PROPERTY LINES AND CORNER MONUMENTS HAVE BEEN CORRECTLY ESTABLISHED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CLARENCE W. McALISTER, PROFESSIONAL LAND SURVEYOR NO. 1303 13JUN08

OWNER'S CERTIFICATION
WE HEREBY CERTIFY THAT ROBERT SARTIN AND RACHEL SARTIN AND R & R INVESTMENTS, LLC IS THE OWNER OF THE ABOVE DESCRIBED PROPERTY AND THAT WE REQUEST THE ZONING CHANGE AS SHOWN HEREON.
R & R REAL ESTATE INVESTMENTS, LLC

10	
12	GREEN
18	REC'D
20	R&R
21	K&N
24	DERED
25	JAMES
27	KEVIN
31	LOUIS
10	RON
8	GARY
18	WILLIE
19	JANE

OFFICE:
2500 W. Washington
Jonesboro, AR 72401
PH: (870) 935-3422
FX: (870) 932-0282

MAILING ADDRESS:
P.O. BOX 129
Jonesboro, AR 72403



Pope Lawn Care & Landscaping

RESIDENTIAL & COMMERCIAL LANDSCAPE DEVELOPMENT

- Complete Lawn Maintenance
- Landscaping Design & Installation
- Rain Bird® Sprinkler Systems
- NightScaping® & Landscape Lighting

March 5, 2009

To Whom It May Concern:

I have been involved in the landscape and lawn care business in Jonesboro for 35 years. I leased a compost dumpsite from Robert Sartin in 1986 and 1987. However I was aware that Robert had been dumping at this site since 1982 or 1983. Robert was always very protective of this site, not to allow anything other than compost or hardfill to be dumped.

Sincerely,

Pope Lawn Care & Landscaping

A handwritten signature in black ink, appearing to read 'Kelly D. Pope', with a long, sweeping horizontal line extending to the right.

Kelly D. Pope
Owner

Date: March 5th, 2009

To Whom It May Concern,

I, Jaden James solemnly state that I remember Robert Sartin having used the property in question at 2918 Casey Springs Road to dispose of excess green waste material, prior to the City Annexation dated December 4th, 1989.

The property was originally owned and leased from the deceased Mr. Floyd Wineland from 1982 until the purchase of said property in August 11th, 1994.

Signed: Jaden James

Address: 2703 Casey Springs

City: Jouettown, AL

Phone: 897-6337

