



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Council Agenda City Council

Tuesday, August 4, 2015

5:30 PM

Municipal Center

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

Council Chambers, Municipal Center

PUBLIC HEARING AT 5:20 P.M.

Regarding the abandonment of a portion of Madison Street as requested by Harp's Food Stores and Sharon Porter

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

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL BY CITY CLERK DONNA JACKSON

4. SPECIAL PRESENTATIONS

[COM-15:035](#) Update from Executive Director Kristi Pulliam of the Foundation of Arts

Sponsors: Mayor's Office

Legislative History

6/16/15 City Council Filed

5. CONSENT AGENDA

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

[MIN-15:072](#) Minutes for the City Council meeting on July 21, 2015

Attachments: [Minutes](#)

[MIN-15:073](#) Minutes for the special called City Council meeting on July 23, 2015

Attachments: [Minutes](#)

[RES-15:106](#) A RESOLUTION TO CONTRACT WITH BANCORP SOUTH FOR SPONSORSHIP OF ONE SCOREBOARD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [Bancorp South.pdf](#)

Legislative History

7/28/15 Finance & Administration Recommended to Council
Council Committee

RES-15:107 A RESOLUTION TO REQUEST FREE UTILITIES AT GREENWAY SIGN

Sponsors: Parks & Recreation

Legislative History

7/28/15 Finance & Administration Recommended to Council
Council Committee

RES-15:108 A RESOLUTION TO CONTRACT WITH JUNIOR AUXILIARY FOR SPONSORSHIP OF AN OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [Junior Auxiliary.pdf](#)

Legislative History

7/28/15 Finance & Administration Recommended to Council
Council Committee

RES-15:111 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR'S SALARY RECOMMENDATION FOR THE POSITION OF ASSISTANT CITY ATTORNEY FOR COMPLIANCE WITH THE SALARY SCHEDULE AND ADMINISTRATION POLICY

Sponsors: Mayor's Office

Legislative History

7/28/15 Finance & Administration Recommended to Council
Council Committee

RES-15:114 RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO APPLY FOR THE FY 2016 PARKS AND TOURISM TRAILS FOR LIFE GRANT

Sponsors: Grants

Legislative History

7/28/15 Finance & Administration Recommended to Council
Council Committee

6. NEW BUSINESS*ORDINANCES ON FIRST READING*ORD-15:036 AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE CONTRACT WITH THE NATIONWIDE DEFERRED COMPENSATION VOLUNTARY PLAN

Sponsors: Finance and Human Resources

Attachments: [Nationwide 457 \(b\) contract](#)

Legislative History

7/28/15 Finance & Administration Recommended to Council
Council Committee

ORD-15:037 AN ORDINANCE ABANDONING AND VACATING A PORTION OF MADISON STREET RIGHT-OF-WAY LOCATED IN:

Commencing at the recognized and accepted Northeast corner of the Northwest Quarter of Section 30, Township 14 North, Range 4 East, City of Jonesboro, Craighead County, Arkansas; thence West a distance of 604.33 feet to a point; thence South 39.16 feet to a point in the proposed south line of West Highland Avenue (40 feet from centerline) said point being in the east line of Madison Street and being the true point of beginning; thence South 00 degrees 55 minutes 23 seconds West with the east line of Madison Street and the west line of the Porter property as described in Book 278 Page 164 and Book 227 Page 86 a distance of 246.92 feet to a point; thence North 89 degrees 04 minutes 37 seconds West a distance of 60.00 feet to a point in the east line of the Harp's Food Stores, Inc. property as described in Instrument JB2011R 018805 and being the west line of Madison Street; thence North 00 degrees 55 minutes 23 seconds East with the east line of Harp's Food Stores, Inc. property a distance of 246.36 feet to a point in the proposed south line of West Highland Avenue; thence South 89 degrees 36 minutes 45 seconds east with the south line of proposed West Highland Avenue a distance of 60.00 feet to the point of beginning and containing 14,798 square feet

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

RESOLUTIONS TO BE INTRODUCED

RES-15:124 RESOLUTION TO SET A PUBLIC HEARING REGARDING THE ABANDONMENT OF A PORTION OF AN EXISTING DRAINAGE EASEMENT EAST OF THE PROPERTY LINE OF LOT 1 OF THE VILLAGE AT SAGE MEADOWS PHASE II MINOR PLAT AS REQUESTED BY DAVID ONSTEAD

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

7. UNFINISHED BUSINESS

8. MAYOR'S REPORTS

9. CITY COUNCIL REPORTS

10. PUBLIC COMMENTS

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

11. ADJOURNMENT



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: COM-15:035 **Version:** 1 **Name:** Update from the Foundation of Arts
Type: Other Communications **Status:** Postponed Temporarily
File created: 6/2/2015 **In control:** City Council
On agenda: 8/4/2015 **Final action:**
Title: Update from Executive Director Kristi Pulliam of the Foundation of Arts
Sponsors: Mayor's Office
Indexes: Presentations
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
6/16/2015	1	City Council	Filed	

Update from Executive Director Kristi Pulliam of the Foundation of Arts



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-15:072 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 7/22/2015 **In control:** City Council
On agenda: **Final action:**
Title: Minutes for the City Council meeting on July 21, 2015
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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Minutes for the City Council meeting on July 21, 2015



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes City Council

Tuesday, July 21, 2015

5:30 PM

Municipal Center

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

1. CALL TO ORDER AT 5:30 P.M.

In the absence of Mayor Perrin, President Pro Tempore Chris Moore presided over the meeting.

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL BY CITY CLERK DONNA JACKSON

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

4. SPECIAL PRESENTATIONS

5. CONSENT AGENDA

Approval of the Consent Agenda

A motion was made by Councilman Chris Gibson, seconded by Councilman Charles Coleman, to Approve the Consent Agenda. The motioned PASSED

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

[MIN-15:070](#)

Minutes for the City Council meeting on July 7, 2015

Attachments: [Minutes](#)

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

[RES-15:099](#)

A RESOLUTION TO AUTHORIZING THE TRANSFER OF REAL PROPERTY TO AND ACCEPTANCE OF REAL PROPERTY FROM JONESBORO CITY WATER AND LIGHT FOR THE PURPOSE OF PROVIDING A SITE FOR A FIRING RANGE

Sponsors: Engineering

Attachments: [Property Swap Letter of Intent](#)
[Appraisal Dan Ave](#)
[Appraisal East St](#)
[Exhibit A](#)
[Exhibit B](#)

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

Enactment No: R-EN-097-2015

6. NEW BUSINESS

ORDINANCES ON FIRST READING

ORD-15:033

AN ORDINANCE DETERMINING THAT THE COST OF ACQUIRING SHIELDED LIGHTING FIXTURES IS PROHIBITIVE

Sponsors: Engineering

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

City Engineer Craig Light explained they are asking the Council to pass the ordinance saying the shielded lighting fixtures on the street lights are too costly to put in. They would like to continue using non-shielded lighting fixtures around the city for street projects. He asked that the ordinance be taken care of tonight because there are some lighting fixtures needed around the Aggie/Airport Road project that would be affected by the outcome of this ordinance. Passing the ordinance would help with the bidding process for that project.

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

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

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

Enactment No: O-EN-030-2015

RESOLUTIONS TO BE INTRODUCED

RES-15:109

RESOLUTION SETTING A PUBLIC HEARING REGARDING THE ABANDONMENT OF A PORTION OF MADISON STREET RIGHT-OF-WAY AS REQUESTED BY HARP'S FOOD STORES AND SHARON PORTER

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

A motion was made by Councilman Mitch Johnson, seconded by Councilman Chris Gibson, that this matter be Passed . The motion PASSED with the

following vote.

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

Enactment No: R-EN-098-2015

7. UNFINISHED BUSINESS

ITEMS THAT HAVE BEEN HELD IN COUNCIL

RES-15:057

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS to condemn property located at 700 Cate, owner Samuel A. Rosse III.

Sponsors: Code Enforcement

Attachments: [County Data Rosse](#)
[Home Ice inspection report](#)
[Home Ice case file](#)
[025](#)
[021](#)
[030](#)
[022](#)
[023](#)

Code Enforcement Officer Michael Tyner explained Ms. Siegel is handling the Rosse Family Trust while Mr. Rosse is away. Ms. Eagle has started the application process for a permit, but hasn't completed it. Ms. Karen Siegel, 621 Cate Avenue, asked for an extension. She has spoken with an architect, who is supposed to meet with her later this week to view the property. They have plans, but they are not on paper. They have already cleaned the property. Councilman Moore asked how long Ms. Siegel would have if they proceed with the condemnation. Mr. Tyner stated she would have thirty days to purchase permits after it's condemned and then the permits will be good for up to six months.

Councilman McCall stated he hates to condemn a Jonesboro landmark that has so much history. Ms. Siegel added they have applied to the Historical Society for funding. They are still waiting to hear back from the Historical Society.

Discussion was held concerning Ms. Siegel's hiring of an architect. Councilman Vance expressed concern about thirty days being long enough to hire an architect and purchase the permit. He suggested tabling the resolution for another thirty days. He noted Ms. Siegel can bring her architect or the plans they have at that time to show progress. He sympathized with Councilman McCall's statement about it being a landmark, but noted the building also hasn't had any improvements done in a long time. But, if an architect will say the building can be salvaged then maybe they will look at tabling the resolution again. Councilman Moore added the architect needs to confirm that the building is stable and salvageable.

Ms. Siegel noted there is a fence around the building and they are putting metal around the windows to decrease the public safety hazard. Mr. Tyner agreed, adding the construction fence that has been erected has a gate so someone would have to make an effort to get onto the property.

Councilman Moore clarified that Ms. Siegel will have another thirty days to hire an architect and bring that architect/engineer to the second meeting in August to discuss the property.

Councilman Vance motioned, seconded by Councilman Coleman, to table the resolution until August 18th. The motion PASSED with the following vote:

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

8. MAYOR'S REPORTS

Councilman Moore reported on the following items:

He congratulated Code Enforcement Officer Ronnie Shaver for being promoted to Building Maintenance Director.

The city has received sixteen applications for the Grants Administrator position. They are doing a national search to replace Ms. Heather Clements.

The Property Maintenance Code Committee recently held an organizational meeting. They will be meeting every Thursday at 5:30 so they can finish by October 6th.

COM-15:044

Airport Commission financial statement for June 30, 2015

Sponsors: Municipal Airport Commission

Attachments: [Financial Statement](#)

The Airport Commission was successful in receiving two grants. One grant is for \$500,000 and the other for \$294,183. The money will be used for taxiways and other items for the Airport.

This item was Filed.

9. CITY COUNCIL REPORTS

Councilman Burton referred to RES-15:099 on the agenda. He stated he echoed other Council member's statements in hopes that the firing range facility will be open to the public in some aspect. He added the city will be missing a big opportunity if they don't look at some sort of trap range to accommodate the shooting sports the school districts are starting to get involved in. Councilman Moore agreed, noting he has had several calls from citizens who are excited about having a shooting range they will be able to use.

Councilman Gibson reminded the Council of the policy and rules audit meeting that will be held this Thursday, July 23rd. The meeting will be held in the 4th Floor Conference Room. They will be reviewing the changes that have been submitted, but will try to keep the meeting at no longer than an hour. The deadline is October, so if they don't get through everything in this meeting they can have subsequent meetings.

Councilman Coleman stated the North Jonesboro Initiative has elected a new chair. They are currently putting together new bylaws and policies and procedures. So, they may be coming to the Council the near future to get approval on some issues.

10. PUBLIC COMMENTS

Phillip Cook, 5261 Richardson Drive, thanked everyone involved for their diligence in finding the person who recently murdered Lavinda Counce of Bay. He then questioned the roundabout project. He asked how the city missed the estimated cost by \$519,000. Mr. Light explained the consulting company Garver submitted the initial proposal. There was a lot of underground drainage that was added, as well as asphalt thickness needing to be increased. The original estimate also didn't include curb and gutter or pedestrian facilities, such as sidewalks. Mr. Light stated he agrees that when the city hires a consulting firm they should provide the city with a realistic estimate and that he was just as shocked as everyone else when the new estimate came out. He noted Garver's contract was with the Highway Department and not with the City of Jonesboro. He added Garver also did the original estimate for the Parker Road Extension project, which they now know was also under-estimated. The roundabout project should cost the city less than \$250,000. They will get the exact number from the Highway Department.

Bill Smith, 314 S. Main, referred to Councilman Burton's comments concerning shooting sports. He explained Arkansas State has a shooting sports program, so the university will support anything that helps build interest in shooting sports within the high school student body.

Eugene Holloway, 408 Marshall Street, addressed issues with the property maintenance code. He stated he was told the public could attend the Property Maintenance Code Committee meetings, but were not allowed to make comments at the meetings. He stated he hopes the landlords and tenants are both being represented on the committee. He hopes the recommendations will be fair and balanced. He explained the residents he has spoken with have showed interest in the code applying to interior as well as exterior. He then discussed a recent report concerning a tenant's living conditions. Mr. Holloway reiterated he is just trying to make sure the committee's work is equitable to both tenants and landlords.

A tenant living at 1009 E. Washington stated she has a possum problem in her house. She added the only time she was able to get the landlord to do anything to help her home was after the city sent the landlord a letter telling her to make improvements. She explained the landlord said a lot of nasty things about her, as well as the possums living in her house.

Ms. McDaniel, 902 Creath Apt. A, stated her complaint is related to fair housing. She had to move out of her rental in January due to the conditions of the space, but the lease isn't due until August. She had carbon monoxide poisoning, a mold infestation and roaches. She asked the landlord to provide her with handicap facilities such as ramps to help her get in and out of the bath. He didn't want to do it and was going to make her move before Christmas, but she was able to stay a little while longer. Ms. McDaniel explained they are just asking for fair housing and conditions. She noted there are plenty of people going through a lot and has contacted Little Rock offices before.

11. ADJOURNMENT

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

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

_____ **Date:** _____

Harold Perrin, Mayor

Attest:

_____ **Date:** _____

Donna Jackson, City Clerk



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-15:073 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 7/24/2015 **In control:** City Council
On agenda: **Final action:**
Title: Minutes for the special called City Council meeting on July 23, 2015
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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Minutes for the special called City Council meeting on July 23, 2015



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes City Council

Thursday, July 23, 2015

5:00 PM

Municipal Center

Special Called Meeting

1. CALL TO ORDER BY MAYOR PERRIN AT 5:00 P.M.

2. ROLL CALL BY CITY CLERK DONNA JACKSON

Councilman McCall arrived at 5:23 p.m.

Present 9 - Darrel Dover; Ann Williams; Charles Frierson; John Street; Tim McCall; Chris Gibson; Rennell Woods; Charles Coleman and Todd Burton

Absent 3 - Chris Moore; Mitch Johnson and Gene Vance

3. NEW BUSINESS

[COM-15:047](#)

Proposed changes to the City Council rules and procedures

Attachments: [Council member proposed changes](#)
[Mayor's Office proposed changes](#)

Nominating & Rules Chairman Chris Gibson explained he would like to review the procedural changes first and then address the grammatical changes later.

Mayor Perrin stated since these are rules and procedures set by the Council he excused himself from the meeting. He informed the Council he has provided his proposed changes to the City Clerk's Office like everyone else for their review. He added he thinks it would be better if he excused himself and let the Council set the rules. After that, Mayor Perrin left the meeting.

First, they addressed the changes proposed by the Council members. Chairman Gibson informed the Council that Councilman Frierson provided him with another proposed change tonight that should be considered. Councilman Frierson proposed adding verbiage to Section 2-87(b)(1) stating that items may be presented by any resident of the city or any city group provided the ordinance or resolution is in writing and drafted in a format standard for such documents and is ready for adoption, amendment or rejection. Chairman Gibson stated that is similar to changes proposed in Section 2-87(b)(4). Councilman Frierson clarified the citizens should be able to present something without having an alderman or the mayor sponsor it. He questioned why there can't be a procedure that allows citizens to present something that meets the formatting standards of a resolution or ordinance and present it to Council. Council would then have the opportunity under its regular rules to pass the item back to one of the committees. Councilmen Street and Dover expressed concerns over allowing citizens to present something in that way. Councilman Dover stated he thinks that would open the city up to allowing a citizen to propose anything without following the regular rules.

Chairman Gibson stated his proposed change allows citizens to take something to a Council member or committee chair and that person will have the ability to review it and determine whether it is appropriate to be submitted to the committee in that form. He noted the item will need to be in writing and in a form that is ready for adoption in order for the committee chair to decide whether or not it should be taken to a committee. Councilman Frierson referred to a recent city group that indicated they wanted the Council to draft a resolution concerning a specific topic. He argued the Council is not in the drafting business, so the proposed change would require a citizen or group to draft the legislation ahead of time. Councilman Woods asked who would prepare the legislation if the Council wanted something drafted. City Clerk Donna Jackson stated it depends on what it is. Each city department drafts their own legislation and submits it through Legistar. Councilman Frierson added the City Attorney's Office also helps draft legislation. Councilman Burton asked who drafted the proposed amendment to the Property Maintenance Code ordinance that Councilman Vance presented. City Clerk Jackson stated Councilman Vance drafted that proposal by himself. Councilman Frierson added he thinks Councilman Vance also consulted with the City Attorney's Office when he drafted the ordinance. Councilwoman Williams noted the proposed changes to Section 2-87(b)(4) as already drafted would address some of Councilman Frierson's concerns.

Councilman Dover stated the proposed changes don't address the issue of proposal being taken to the City Attorney's Office for approval before being placed on an agenda. He recommended adding something that states the items need to be taken to the City Attorney's Office before being presented to the committee or Council. Councilman Dover expressed concern about putting an item on the agenda without getting the city attorney's opinion first and what the consequences would be. Chairman Gibson suggested changing the proposed change of Section 2-87(b)(4) to include wording that requires the item to be taken to the City Attorney's Office before being placed on the agenda. Councilman Coleman agreed, stating he would rather have a legal opinion before the item being presented rather than after. City Clerk Jackson noted that items aren't placed on an agenda until after they've been reviewed by the city attorney.

Councilman Dover then asked if the committee chair is the only person who can add an item to the committee agenda. Chairman Gibson stated any committee member can put an item on the agenda. Councilman Street added at that time the committee will be able to research the item and vote whether or not it should proceed to the City Council. Councilman Dover continued to express his concern and stated his main worry is that this may open the door for a lot of ordinances to be proposed.

Councilman Frierson motioned, seconded by Councilman Street, to approve the proposed changes to Section 2-87(b)(4) with the addition of "...has agreed to sponsor the legislation, it will be vetted to the city attorney prior to being placed on the appropriate committee agenda...". All voted aye with the exception of Councilman Dover, who voted nay. Motion passed.

The next proposed change to be discussed was Section 2-87(b)(5) of the Council's recommended changes.

Councilman Street explained the reason he proposed the change was because it was recommended by the Municipal League. Some cities in the state were having problems with outbursts during the public comments portion of their meetings and the legal staff from the Municipal League made this suggestion and it helped those cities having problems. He noted it makes no difference to him whether or not the change is approved, but since the Council is looking at the rules he thought it would be a

good time to address the issue.

Mr. Bill Smith stated the mayor and the City Council both have time to speak during the meetings, so if the public's comments are excluded then that would send a negative signal to the public. Councilman Street clarified the public would still be allowed to talk. Mr. Smith noted the proposed change says the public comment section would happen after adjournment of the meeting, telling the public that their words aren't important enough to be included during the meeting. Councilman Street reiterated the public will still be allowed to comment.

Councilman Dover and Councilman McCall questioned what was wrong with the current process. Councilman Street explained the Council doesn't speak during the public comments section and decisions aren't made. City Clerk Jackson further explained there are times where citizens have come to the meetings with the purpose of verbally attacking a Council member. She stated she's noticed that even though the public comments section is supposed to be limited to 15 minutes with three people speaking for five minutes apiece. But, those limits are not enforced and that opens the city up to a lawsuit because the city could be accused of discrimination.

Councilman Dover stated he does think they have been lax on enforcing the rules that public comment is for non-agenda items only and the time limits, but other than that he doesn't think there needs to be any changes to the current process. Councilman McCall added he doesn't know why they limit the public comments section to a certain length of time and a certain number of people. Communications Director Fritz Gisler informed the Council he surveyed other cities regarding how they handle public comments and six of the nine he surveyed don't address public comments on non-agenda items. Councilman Street stated he agreed with Mr. Smith in that the citizens have the right to address their Council members.

City Clerk Jackson added that even if the meeting adjourned and public comments were taken, the recording could not stop. Public comments, even after the adjournment, would still be part of the record. The output to Channel 24 may end, but the recording would have to keep going to keep a full record of the proceedings. Councilman Dover stated he thinks it's a good idea for citizens to hear public comments in case they have some of the same concerns as those who speak during the meeting.

Mr. Harold Carter stated the Council will never be able to sanitize public comments, but they can tell people to stop if they turn negative. He noted police officers are present and the presiding officer can call someone out of order if needed.

Councilman Street withdrew his proposed changes to Section 2-87(b)(5).

Discussion was then held regarding proposed changes to Section 2-95(d). Councilman Street withdrew the proposed change.

The Council then addressed changing Section 2-88 concerning absences from council meetings. Councilman Dover suggested omitting the whole section. Councilman Street agreed. City Clerk Jackson noted she doesn't recall there ever being a Council member who abused absences nor does she remember anyone ever being docked pay for it. Chairman Gibson stated they could take that portion out and address it later if it becomes an issue.

Councilman Dover motioned, seconded by Councilman Frierson, to delete Section 2-88. All voted aye.

Mr. Gisler then discussed the procedural changes proposed by the Mayor's Office.

Mr. Gisler stated the mayor would like to be able to change the order of the agenda or remove items placed on the agenda by the administration before the agenda is published. He referred to changes to Section 2-87(b)(3). He added in conjunction with that they would like to change it so the agenda isn't published until the end of business each agenda day in order for the mayor to approve the agenda before it's published. He explained in the current process the mayor approve each item in Legistar, then the City Clerk's Office compiles the agenda and publishes it. Councilman Dover questioned if the mayor approves items before being placed on the agenda, they why does he need to approve the agenda before being published. Councilman Street explained something may happen to change the mayor's mind as to it being on the agenda before it is published.

City Clerk Jackson explained with the way the process is using Legistar there would be problems with waiting until the end of the business day to publish agendas. She asked that a time actually be set so there are no misunderstandings about when the agenda will be published. Councilman Dover proposed 4 p.m. being the publish time for agendas. City Clerk Jackson agreed.

Councilman Burton clarified that would only apply to agenda items concerning the administration. Any items submitted by the City Council would not be able to be removed from the agenda. Mr. Gisler agreed.

Councilman Street motioned, seconded by Councilman Frierson, to approve those changes to Section 2-87(b)(3). All voted aye.

Mr. Gisler then questioned walk-on items. He stated it is his understanding the current procedure requires items to be taken to a committee before being presented to the City Council. There is no provision for walking something directly on to a City Council meeting. He explained they would like to change that so in case of emergencies an alderman or the mayor can walk things on to the City Council when they don't feel like they have enough time to take it to a committee first. He stated they would like to take it straight to Council so special called committee meetings don't have to be called.

Councilman Dover noted special called meeting don't take very long, so they're not a big problem. He explained they have already talked about cutting down on walk-on items. He doesn't think it's a big enough issue to change anything. Mr. Gisler stated the change they would like to make is in their proposal under Section 2-87(b)(5). It was noted the current procedure does allow for walk-ons, but only after it's gone through a committee.

Councilman Dover motioned, seconded by Councilman Street, to leave the procedure the way it is and not make any changes. All voted aye.

Mr. Gisler then discussed committee and Council processes for calling meetings. He questioned who can call a special called committee meeting. Councilman Street stated committee chairs are the only ones who can call a special meeting. He explained Council committees are Council committees, not the mayor's committees so only committee chairs should be allowed to call special meetings. Councilman Frierson agreed. It was decided to leave the procedure the way it is in that only committee chairs can call special called committee meetings.

Mr. Gisler stated those were all of the procedural changes the administration wanted to discuss.

This item was Read.

4. ADJOURNMENT

With no further business, the meeting was adjourned.



Legislation Details (With Text)

File #:	RES-15:106	Version:	1	Name:	Contract with BancorpSouth for sign sponsorship at Southside Complex
Type:	Resolution	Status:			Recommended to Council
File created:	7/9/2015	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH BANCORP SOUTH FOR SPONSORSHIP OF ONE SCOREBOARD SIGN AT SOUTHSIDE SOFTBALL COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	Bancorp South.pdf				

Date	Ver.	Action By	Action	Result
7/28/2015	1	Finance & Administration Council Committee		

A RESOLUTION TO CONTRACT WITH BANCORP SOUTH FOR SPONSORSHIP OF ONE SCOREBOARD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

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

WHEREAS, Bancorp South is seeking sponsorship recognition on one scoreboard sign at Southside Softball Complex; and

WHEREAS, Bancorp South is sponsoring the one score board sign for the sum of \$500 per year for a period of 3 years;

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Bancorp South for the sponsorship of one scoreboard sign at Southside Softball Complex. A copy of said contract is attached as Exhibit A.

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

EXHIBIT A

ADVERTISING AGREEMENT
FOR SCORE BOARD SIGN LOCATED AT
SOUTHSIDE SOFTBALL COMPLEX

This agreement is made by and between BancorpSouth (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this 26th Day of January, 2015, (the "Effective Date").

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

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

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

I. Term

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

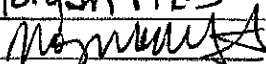
II. Advertisement at Facilities

- (1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR's logo shall be put on one 20' X 7' score board to be displayed on chosen field at FACILITY for a period of **(3) three years**.
- (2) It is agreed between the parties that the SPONSOR shall pay over a period of **3 years** for the sign and sponsorship the total sum of **\$1500.00**.
A sum of **\$500.00** shall be paid on **February 1st, 2015**.
A sum of **\$500.00** shall be paid on **February 1st, 2016**.
A sum of **\$500.00** shall be paid on **February 1st, 2017**.

from liability.

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

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

BY: **BancorpSouth**
Name: Morgan Files
Signature: 
Title: Dir. Mkt.
Date: 3-23-15

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #: RES-15:107 **Version:** 1 **Name:** Free utility request for Greenway sign on East Matthews
Type: Resolution **Status:** Recommended to Council
File created: 7/9/2015 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: A RESOLUTION TO REQUEST FREE UTILITIES AT GREENWAY SIGN
Sponsors: Parks & Recreation
Indexes: Utility service from CWL
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
7/28/2015	1	Finance & Administration Council Committee		

A RESOLUTION TO REQUEST FREE UTILITIES AT GREENWAY SIGN
WHEREAS, the City of Jonesboro owns and maintains the greenway trail.

WHEREAS, the City of Jonesboro is requesting the City, Water and Light Plant of Jonesboro provide utility service for the sign on the greenway trail located at 1913 East Matthews Avenue.

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

SECTION 1: That the City, Water and Light Plant of Jonesboro be requested by this resolution to provide free utilities to the Greenway Sign at 1913 East Matthews Avenue.

SECTION 2: To permit such service to be provided without charge, the City of Jonesboro hereby affirms to City, Water and Light that the ultimate use of CWL utilities so provided is now and shall remain a use or purpose which the city is engaged in as part of its governmental or proprietary functions under authority granted to it by state law.



Legislation Details (With Text)

File #:	RES-15:108	Version:	1	Name:	Contract with the Junior Auxiliary for sign sponsorship at Southside Complex
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	7/9/2015	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO CONTRACT WITH JUNIOR AUXILIARY FOR SPONSORSHIP OF AN OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	Junior Auxiliary.pdf				

Date	Ver.	Action By	Action	Result
7/28/2015	1	Finance & Administration Council Committee		

A RESOLUTION TO CONTRACT WITH JUNIOR AUXILIARY FOR SPONSORSHIP OF AN OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

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

WHEREAS, Junior Auxiliary is seeking sponsorship recognition on one outfield sign at Southside Softball Complex; and

WHEREAS, Junior Auxiliary is sponsoring the outfield sign for the sum of \$300.00 per year for a period of 3 years;

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

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

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

EXHIBIT A

ADVERTISING AGREEMENT
FOR FIELD SIGN LOCATED AT
SOUTHSIDE SOFTBALL COMPLEX

This agreement is made by and between **Junior Auxiliary of Jonesboro** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this **21st** day of **July 2015** (the "Effective Date").

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

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

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

I. Term

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

II. Advertisement at Facilities

- (1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR's logo shall be put on a sign to be displayed on chosen field at FACILITY for a period of **(3) three years**.
- (2) It is agreed between the parties that the SPONSOR shall pay over a period of **3 years** for the sign and sponsorship the total sum of **\$900.00**.
 - A sum of **\$300.00** shall be paid on **August 1st, 2015**.
 - A sum of **\$300.00** shall be paid on **August 1st, 2016**.
 - A sum of **\$300.00** shall be paid on **August 1st, 2017**.

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

III. Assignability and Exclusivity

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

IV. Miscellaneous Provisions.

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

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

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

BY: **Junior Auxiliary of Jonesboro**

Name: Shaila Creekmore

Signature: Shaila Creekmore

Title: President

Date: May 5, 2015

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #: RES-15:111 **Version:** 1 **Name:** Authorizing salary recommendation for City Attorney's Office
Type: Resolution **Status:** Recommended to Council
File created: 7/16/2015 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**

Title: RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR'S SALARY RECOMMENDATION FOR THE POSITION OF ASSISTANT CITY ATTORNEY FOR COMPLIANCE WITH THE SALARY SCHEDULE AND ADMINISTRATION POLICY

Sponsors: Mayor's Office

Indexes: Position - creation/amendment

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
7/28/2015	1	Finance & Administration Council Committee		

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR'S SALARY RECOMMENDATION FOR THE POSITION OF ASSISTANT CITY ATTORNEY FOR COMPLIANCE WITH THE SALARY SCHEDULE AND ADMINISTRATION POLICY WHEREAS, the Jonesboro City Council adopted the Salary Schedule and Administration Policy as recommended by the Johanson Group on December 15, 2009;

WHEREAS, the Salary Schedule and Administration Policy requires any salary recommendation greater than the halfway point between minimum and mid-point, of any salary range of the grade to be approved by the Mayor and City Council; and

WHEREAS, the position of Assistant City Attorney with a Pay Grade of 121 has the following pay range:

Minimum	Midpoint	Maximum
\$49,957	\$62,448	\$74,937

NOW THEREFORE, BE IT RESOLVED BY THE JONESBORO CITY COUNCIL that the salary for the position of Assistant City Attorney be approved at six thousand dollars (\$6,000) above the halfway point between minimum and midpoint of the pay range for the Pay Grade of 121 as established by the Salary Schedule and Administration Police. This would make the actual salary \$62,202.50 which is consistent with the current Assistant City Attorney salary.



Legislation Details (With Text)

File #:	RES-15:114	Version:	1	Name:	Authorizing application for 2016 Parks & Tourism Trails for Life Grant
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	7/20/2015	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:			
Title:	RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO APPLY FOR THE FY 2016 PARKS AND TOURISM TRAILS FOR LIFE GRANT				
Sponsors:	Grants				
Indexes:	Grant				
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
7/28/2015	1	Finance & Administration Council Committee		

RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO APPLY FOR THE FY 2016 PARKS AND TOURISM TRAILS FOR LIFE GRANT

Whereas, the City of Jonesboro, Arkansas recognizes the need to provide public recreation facilities for its local citizens and visitors; and

Whereas, the City wishes to apply for the Trails for Life Grant funds through the Arkansas Department of Parks and Tourism to develop a health and fitness project at the CWL Park in the West End Neighborhood by adding 700 feet of sidewalk for purposes of connecting existing sidewalk at the park; and

Whereas, the Mayor and the City Council understands that if granted funds for park development, they must provide land, by ownership, to develop the facilities on; and

Whereas, the project is estimated to cost \$39,000 and will be 100% federally funded; and

Whereas, Jonesboro, Arkansas will agree to provide the necessary resources to maintain this park and facilities for a period of 15 years;

NOW, THEREFORE, BE IT RESOLVED, the City Council of Jonesboro, Arkansas hereby authorizes the Mayor to submit an application for grant funding to the Arkansas Department of Parks and Tourism.



Legislation Details (With Text)

File #:	ORD-15:036	Version:	1	Name:	Amend Nationwide Deferred Compensation Plan for city employees
Type:	Ordinance	Status:		Status:	First Reading
File created:	7/20/2015	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE CONTRACT WITH THE NATIONWIDE DEFERRED COMPENSATION VOLUNTARY PLAN				
Sponsors:	Finance, Human Resources				
Indexes:	Employee benefits, Policy - creation/amendment				
Code sections:					
Attachments:	Nationwide 457 (b) contract				

Date	Ver.	Action By	Action	Result
7/28/2015	1	Finance & Administration Council Committee		

AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE CONTRACT WITH THE NATIONWIDE DEFERRED COMPENSATION VOLUNTARY PLAN

WHEREAS, Ordinance Number 07:3140 authorized the Nationwide Deferred Compensation Voluntary Plan be offered to city employees;

WHEREAS, Nationwide wants to amend the contract to allow employees to hire investment advisors at the employees expense;

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

SECTION 1: The City of Jonesboro authorizes the Nationwide Deferred Compensation Voluntary Plan Document to be amended per the attached agreement.

SECTION 2: The Mayor and City Clerk are hereby authorized to approve said agreement to effectuate this change.

**Nationwide Investment Advisors, LLC
ProAccount - Plan Sponsor Agreement**

Formal Plan Name: City of Jonesboro Deferred Compensation Plan 457(b) (the "Plan")

Name of Plan Sponsor: City of Jonesboro 10035261001 (the "Plan Sponsor")

The foregoing Plan currently utilizes services and products offered by Nationwide Retirement Solutions, Inc. ("NRS") and its affiliated companies (the "Nationwide Retirement Program"). On behalf of the Plan, the Plan Sponsor desires to appoint Nationwide Investment Advisors, LLC ("NIA"), an Ohio limited liability company, registered as an investment adviser with the Securities and Exchange Commission under the Investment Adviser's Act of 1940 ("Advisers Act") and an affiliate of NRS, as an authorized provider of investment advisory services to participants in the Plan ("Plan Participants") who desire professional guidance in managing their self-directed accounts within the Plan ("Accounts"). NIA's ProAccount program (the "Advice Program") offers individualized investment advice using an investment process developed and maintained by an independent financial expert ("IFE") selected and retained by NIA.

WHEREAS, on behalf of the Plan, the Plan Sponsor hereby approves NIA as an authorized provider of investment advisory services through the Advice Program to those Plan Participants who choose to have their Accounts managed by NIA (collectively, the "Plan's Account");

WHEREAS, the Plan Sponsor hereby authorizes each such Plan Participant's self-direction of their own Account, subject to guidelines imposed by the Plan, and authorizes each Plan Participant to enter into an investment advisory agreement directly with NIA for the management of their account;

WHEREAS, the Plan Sponsor acknowledges that such advisory services are permitted under the documents establishing the Plan ("Plan Documents") and that the investments and investment strategies proposed by NIA through the Advice Program are consistent with the Investment Policy of the Plan; and

WHEREAS, Plan Sponsor acknowledges that NIA and NRS are affiliates and that NRS will provide to NIA certain administrative services in support of the Advice Program;

NOW, THEREFORE, in consideration of the foregoing and the promises, covenants and mutual agreements set forth herein, the adequacy of which is hereby mutually acknowledged, NIA and the Plan Sponsor, each intending to be legally bound, hereby do agree as follows:

I. APPOINTMENT OF INVESTMENT ADVISOR

The Plan Sponsor hereby appoints NIA to exercise discretionary authority to allocate and reallocate Plan Participant Accounts in the manner described in Section II below and NIA hereby accepts this appointment, subject to the terms and conditions of this Agreement. NIA's authority under this Agreement will remain in effect until changed or terminated pursuant to the termination provisions described in this Agreement. NIA's authority under this Agreement shall apply to all defined contribution plans sponsored by the Plan Sponsor that are record kept at Nationwide or any of its affiliates on a single Nationwide record keeping system. To the extent that the Plan Sponsor desires to exclude a defined contribution plan from coverage under this Agreement subsequent to coverage of such plan, the Plan Sponsor must notify NIA of such individual plan's termination of services under this Agreement in accordance with Section IX of this Agreement.

II. ADVICE PROGRAM DESCRIPTION

The Advice Program is a discretionary managed account service offered by NIA for retirement plan participants who desire professional guidance in managing their self-directed retirement plan account. The Advice Program offers individualized investment advice using an investment process developed and maintained by an IFE.

Under the Advice Program, the IFE develops and maintains managed account portfolios ("Portfolios") based on all eligible investment options available under the Plan's menu of investments ("Advice Program Investments"). In addition, the Plan may offer investment options other than Advice Program Investments, including, but not limited to, individual stocks, employer stock, guaranteed certificate funds, and collective investment funds (collectively, "Non-Advice Program Investments"), which will not be considered by the IFE in the development of Portfolios.

In order for Plan Accounts to be eligible for management under the Advice Program, they must be invested in mutual funds or variable insurance sub-accounts at the time the Plan Participant enrolls in the Advice Program. Plan Sponsor hereby acknowledges that any employer-directed assets, restricted assets (including assets invested in the Nationwide Fixed Contract), or assets held in self-directed brokerage accounts are not eligible for the Advice Program and will remain invested in their current manner until further action is taken by the Plan Participant or the Plan.

The IFE is not a party to this Agreement, and there is no contractual relationship between the Plan and the IFE. All fees and expenses charged by the IFE for its services will be paid by NIA. The advice provided to Plan Participants under the Advice Program is limited to the independent advice provided based on the Portfolios created by the IFE, which NIA cannot modify. By signing this Agreement, you agree that NIA has discretion to terminate its relationship with the IFE at any time, without notice to you, and engage the services of a suitable replacement.

By allowing the Advice Program to be offered to the Plan, you are naming NIA as an authorized provider of investment advisory services to those Plan Participants who choose to have their accounts managed by NIA.

III. OBLIGATIONS AND REPRESENTATIONS OF THE PLAN SPONSOR

The Plan Sponsor agrees to notify NIA of any change to the Plan Documents that affects NIA's rights or duties to the Plan or Plan Participants, and acknowledges that such change will bind NIA, as the case may be, only when NIA agrees to it in writing.

The Plan Sponsor represents that (1) NIA's investment advisory services are permitted under the Plan Documents; (2) the Plan Sponsor has the authority to enter into this Agreement on behalf of the Plan; and (3) the Plan is operated, and NIA's appointment is, in compliance with all applicable federal and state laws, rules and regulations.

IV. OBLIGATIONS AND REPRESENTATIONS OF NIA

NIA agrees that in performing any of its duties and obligations hereunder, NIA will act in conformity with all terms and provisions of the agreements entered into between NIA and the Plan Participants and any instructions given pursuant thereto or otherwise, and will conform to and comply with the requirements of the Advisers Act and all other applicable federal and state laws, rules and regulations, as each may be amended from time to time.

NIA represents that it is registered as an investment adviser under the Advisers Act or under applicable state law in each state in which it is providing investment advisory services or is otherwise required to be registered and/or notice filed, and each of its representatives are properly registered, licensed and/or qualified to act as such under all applicable federal and state securities statutes and regulations.

NIA does not have any duty, responsibility or liability for Plan assets that are not part of the Plan's Account that NIA manages through the Advice Program. NIA will not be providing investment advice regarding, or have fiduciary responsibility for, the selection and monitoring of investment options available in the Plan.

NIA shall have no obligation or authority to take any action or render any advice with respect to the voting of proxies solicited by or with respect to issuers of securities held in the Advice Program.

V. ADVICE PROGRAM FEES

In consideration of services rendered to Plan Participants, the Plan Sponsor hereby approves, subject to specific approval by each Plan Participant electing to have their Accounts managed by NIA, a participant level Advice Program fee ("Advice Program Fee") as outlined in the following schedule:

Account Balance	Annual Program Fee
The first \$99,999.99	1.00%
The next \$150,000	0.90%
The next \$150,000	0.75%
The next \$100,000	0.60%
Assets of \$500,000 and above	0.50%

To the extent the ProAccount Fee applies to multiple plans of the Plan Sponsor, the ProAccount Fee shall be based on the combined balances within the ProAccount but will be withdrawn on a pro rata basis among the Participant's accounts in the separate plans.

The Advice Program Fee is separate from the fees and expenses charged by investment options offered through the Plan and in addition to any trustee, custodial, asset, service, administrative or transactional fees that the Plan Participants or the Plan may incur through the Nationwide Retirement Program. The Advice Program Fee shall be calculated daily based on the Participant's daily balance and the calculated Advice Program Fee withdrawn quarterly in accordance with each Plan Participant's investment advisory agreement with NIA. The Plan Sponsor hereby consents to the withdrawal of the Advice Program Fee from the applicable Plan Participant Accounts and agrees that it will use its best efforts to facilitate payment of such Advice Program Fee. If this Agreement ends before the end of the applicable calendar quarter, then a pro-rata share of the Advice Program Fee will be withdrawn from the Plan's Account.

To the extent permitted by applicable law or regulation, affiliates of NIA may receive payments from, or in connection with, investment options selected by the IFE which are included in the Portfolios. In addition, the IFE may select certain investment options for which NIA or an investment advisory affiliate acts as investment adviser. The IFE's fees for services provided under the Advice Program are not related to the investment options the IFE selects for the Portfolios or otherwise influenced by the payments NIA or its affiliates may receive from such investment options.

Certain Advice Program Investments may charge a redemption fee or impose a trade restriction on certain transactions. Redemption fees vary in amount and application from investment option to investment option. It is possible that transactions initiated by NIA under the Advice Program may result in the imposition of redemption fees or trade restrictions on one or more investment options held in Plan Participant Accounts. Any redemption fees will be deducted from the Plan Participant's Advice Program Account balance. For further information on redemption fees or trade restrictions, including whether they will be applicable to any of the investment options within your Plan, please consult the individual fund prospectus or other investment option disclosure material.

VI. INDEMNIFICATION, LIMITATION OF LIABILITY, AND RISK ACKNOWLEDGMENT

Each party agrees to hold harmless, defend and indemnify the other party (including its directors, officers, employees, affiliates and agents) from and against any and all claims, liabilities, losses, costs, damages or expenses (including, without limitation, cost of litigation and reasonable attorneys' fees) (collectively, "Losses") arising out of or attributable to the indemnifying party's (i) willful misconduct, bad faith, criminal activity, or gross negligence, (ii) material breach of this Agreement or the material inaccuracy of any representation or warranty provided hereunder, or (iii) violation of any law to which such party is subject.

Plan Sponsor, on behalf of the Plan, agrees to hold harmless, defend and indemnify NIA (including its directors, officers, employees, affiliates and agents) from and against any and all Losses arising out of or attributable to NIA's following directions or carrying out instructions, or using obsolete, inaccurate or incomplete information, given or furnished by the Plan or its agents.

A party that seeks indemnification under this Section VI must promptly give the indemnifying party written notice of any legal action. But a delay in notice does not relieve an indemnifying party of any liability to an indemnified party, except to the extent the indemnifying party shows that the delay prejudiced the defense of the action. The indemnifying party may participate in the defense at any time or it may assume the defense by giving notice to the other party. After assuming the defense, the indemnifying party: must select an attorney that is satisfactory to the other party; is not liable to the other party for any later attorney's fees or for any other later expenses that the other party incurs, except for reasonable investigation costs; must not compromise or settle the action without the other party's consent (but the other party must not unreasonably withhold its consent); and is not liable for any compromise or settlement made without its consent. If the indemnifying party fails to participate in or assume the defense within 15 days after receiving notice of the action, the indemnifying party is bound by any determination made in the action or by any compromise or settlement made by the other party.

Federal and state securities laws impose liabilities in certain circumstances on persons who act in good faith, and nothing in this Agreement waives or limits any rights either party has under those laws.

Risk Acknowledgment

NIA uses reasonable care, consistent with industry practice, in providing advisory services through the Advice Program. Investments within the Plan, as all investments in securities, involve risk and will not always be profitable. Investment return and principal will fluctuate with market conditions, and Plan Participant Accounts may lose money. Past performance of investments is no guarantee of future results. The analysis and advice provided by the IFE and delivered by NIA depends upon a number of factors, including the information you or the Plan Participants may provide, various assumptions and estimates, and other considerations. As a result, the advice developed and the recommendations provided are not guarantees that Plan Participants will achieve their retirement goals or anticipated performance. The investment advice provided under this Agreement relates only to the Plan Participant Accounts and will not apply to any other assets a Plan Participant may own.

VII. CONFIDENTIALITY

Each party agrees that it will not, without the prior written consent of the other party, at any time during the term of this Agreement or any time thereafter, except as may be required by competent legal authority or as necessary to facilitate the implementation of services hereunder, use or disclose to any person, firm or other legal entity, including any affiliate or other representative of the party, any confidential records, secrets or information related to the other party (collectively, "Confidential Information"). Confidential Information shall include, without limitation, information about the other party's products and services, customer lists, customer or client information, Plan and Plan Participant information, and all other proprietary information used by the party in its business. The parties acknowledge and agree that all Confidential Information that it has acquired, or may acquire, was received, or will be received in confidence. Each party will exercise utmost diligence to protect and guard such Confidential Information.

The Plan Sponsor (1) acknowledges that it is authorized to provide Confidential Information, including but not limited to Plan Participant information, to NIA for the operation of the Advice Program, and the provision of such information does not violate any Plan or company provisions or policies; and (2) authorizes the sharing of Plan Participant information among NIA and its affiliates as necessary for the operation of the Advice Program.

VIII. TERM OF AGREEMENT

This Agreement shall become effective upon acceptance by NIA, or its designated agent, upon review and receipt in its principal place of business, and such acceptance may be evidenced by internal records maintained by NIA or its designated agent. This Agreement shall continue until terminated by either party upon at least 30 days' advance written notice to the other. This Agreement will terminate immediately if the Plan terminates its participation in the Nationwide Retirement Program. In the event NIA terminates its relationship with the current IFE and has not designated a successor IFE, this Agreement shall automatically terminate upon written notice from NIA. The Plan Sponsor understands that upon termination of this Agreement, the Plan's Account will remain invested in the Advice Program Investments last allocated by NIA until such time as Plan Participants make changes to their individual Accounts.

IX. MISCELLANEOUS

Notices

All notices required to be delivered under this Agreement will be delivered in person or by U.S. first class mail, overnight courier, or facsimile (with a paper copy provided via the U.S. mail), in each case prepaid, to NIA at the address provided below and to the Plan Sponsor at the address provided on the signature page of this Agreement (or to such other addresses as the parties may specify to one another in writing):

Nationwide Investment Advisors, LLC
Attention: Nationwide ProAccount
P.O. Box 183192, Mail Stop: 5-02-201
Columbus, Ohio 43218-3192
Phone: 888/540-2896
Fax: 855/435-1863

Notices will be deemed given upon dispatch.

Form ADV

The Plan Sponsor acknowledges having received and read NIA's Form ADV, Part 2 ("Form ADV") and Privacy Policy upon entering into this Agreement. The Form ADV is a disclosure document that summarizes the investment advisory services provided by an investment adviser registered with the SEC and/or the states. The Form ADV contains additional information about the Advice Program.

Entire Agreement; Amendment

This Agreement constitutes the entire agreement between the parties hereto with respect to the obligations arising hereunder and supersedes and cancels any prior agreements, representations, warranties or communications, whether oral or written, among the parties hereto relating to the subject matter hereof. This Agreement may be amended by NIA upon 30 days' prior written notice to the Plan Sponsor and may be amended immediately upon notice to the extent required to satisfy federal or state regulatory requirements.

Headings

All Section headings in this Agreement are for convenience of reference only and do not form part of this Agreement. Section headings will not, in any way, affect the meaning or interpretation of this Agreement.

Waiver

No delay by either party in requiring performance by the other shall affect the right of such party to require performance; no waiver by either party of any breach shall be construed as a waiver of any subsequent breach or as a waiver of the provision itself or any other provision.

Survival

All terms and provisions of this Agreement, including without limitation: "Indemnification, Limitation of Liability, and Risk Acknowledgment," "Confidentiality," and Miscellaneous" which should by their nature survive the termination of this Agreement, shall so survive the termination of this Agreement.

Assignment

Neither party may assign this Agreement (within the meaning of the Advisers Act) or assign any of the rights or delegate any of the duties or obligations of this Agreement without the other party's prior consent. Any assignment in violation of this provision shall be void and of no force or effect.

Force Majeure

Neither party shall be liable for failure to perform if the failure results from a cause beyond its control, including, without limitation, fire, electrical, mechanical, or equipment breakdowns, delays by third party providers and/or communications carriers, civil disturbances or disorders, terrorist acts, strikes, acts of government authority or new governmental restrictions, or acts of God.

Severability

Should any provision of this Agreement be held invalid or unenforceable by any court, arbitrator, statute, rule or otherwise, the remaining provisions of this Agreement will not be affected thereby and will continue in full force and effect to the fullest extent practicable.

Governing Law

This Agreement and its enforcement will be governed by and construed in accordance with the laws of the State of Ohio, without regard to the conflicts of law provisions or principles. Nothing herein will be construed in any manner inconsistent with the Advisers Act or any rule or order of the Securities and Exchange Commission, as applicable.

IN WITNESS WHEREOF, the Plan Sponsor, on behalf of the Plan, has executed this Agreement as of the date set forth below.

Plan: City of Jonesboro Deferred Compensation Plan 457(b)

By: (Signature) _____ Title: _____

Name: (Printed) _____

Plan Address: _____

Plan Contact/Telephone: _____

Date: _____

ACCEPTED BY NIA:

Nationwide Investment Advisors, LLC

By: _____ Title: _____

Print Name: _____ Date: _____



Legislation Details (With Text)

File #:	ORD-15:037	Version:	1	Name:	Abandonment on Madison Street
Type:	Ordinance	Status:		Status:	First Reading
File created:	7/22/2015	In control:		In control:	City Council
On agenda:		Final action:		Final action:	
Title:	AN ORDINANCE ABANDONING AND VACATING A PORTION OF MADISON STREET RIGHT-OF-WAY LOCATED IN:				

Commencing at the recognized and accepted Northeast corner of the Northwest Quarter of Section 30, Township 14 North, Range 4 East, City of Jonesboro, Craighead County, Arkansas; thence West a distance of 604.33 feet to a point; thence South 39.16 feet to a point in the proposed south line of West Highland Avenue (40 feet from centerline) said point being in the east line of Madison Street and being the true point of beginning; thence South 00 degrees 55 minutes 23 seconds West with the east line of Madison Street and the west line of the Porter property as described in Book 278 Page 164 and Book 227 Page 86 a distance of 246.92 feet to a point; thence North 89 degrees 04 minutes 37 seconds West a distance of 60.00 feet to a point in the east line of the Harp's Food Stores, Inc. property as described in Instrument JB2011R 018805 and being the west line of Madison Street; thence North 00 degrees 55 minutes 23 seconds East with the east line of Harp's Food Stores, Inc. property a distance of 246.36 feet to a point in the proposed south line of West Highland Avenue; thence South 89 degrees 36 minutes 45 seconds east with the south line of proposed West Highland avenue a distance of 60.00 feet to the point of beginning and containing 14,798 square feet

Sponsors:

Indexes: Abandonment

Code sections:

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

Date	Ver.	Action By	Action	Result
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AN ORDINANCE ABANDONING AND VACATING A PORTION OF MADISON STREET RIGHT-OF-WAY LOCATED IN:

COMMENCING AT THE RECOGNIZED AND ACCEPTED NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 14 NORTH, RANGE 4 EAST, CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE WEST A DISTANCE OF 604.33 FEET TO A POINT; THENCE SOUTH 39.16 FEET TO A POINT IN THE PROPOSED SOUTH LINE OF WEST HIGHLAND AVENUE (40 FEET FROM CENTERLINE) SAID POINT BEING IN THE EAST LINE OF MADISON STREET AND BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 55 MINUTES 23 SECONDS WEST WITH THE EAST LINE OF MADISON STREET AND THE WEST LINE OF THE PORTER PROPERTY AS DESCRIBED IN BOOK 278 PAGE 164 AND BOOK 227 PAGE 86 A DISTANCE OF 246.92 FEET TO A POINT; THENCE NORTH 89 DEGREES 04 MINUTES 37 SECONDS WEST A DISTANCE OF 60.00 FEET TO A POINT IN THE EAST LINE OF THE HARP'S FOOD STORES, INC. PROPERTY AS DESCRIBED IN INSTRUMENT JB2011R 018805 AND BEING THE WEST LINE OF MADISON STREET; THENCE NORTH 00 DEGREES 55 MINUTES 23 SECONDS

EAST WITH THE EAST LINE OF HARP'S FOOD STORES, INC. PROPERTY A DISTANCE OF 246.36 FEET TO A POINT IN THE PROPOSED SOUTH LINE OF WEST HIGHLAND AVENUE; THENCE SOUTH 89 DEGREES 36 MINUTES 45 SECONDS EAST WITH THE SOUTH LINE OF PROPOSED WEST HIGHLAND AVENUE A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 14,798 SQUARE FEET

WHEREAS, the City Council at its regular meeting on August 4, 2015, pursuant to Ark. Stats. Section 14-301-302 through 14-301-304 heard the request of Harp's Food Stores, Inc. and Sharon Porter to abandon public street rights-of-way; and

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

WHEREAS, the respective utilities have consented to said abandonment with conditions that utilities will not be relocated or removed until all fees are paid, a twenty foot electric easement is provided for CWL with ten feet either side of the proposed underground three phase electric line as constructed running north and south along the proposed west line, and the existing Madison Street Right of Way is preserved until the twenty foot electric easement is properly granted and proposed underground three phase electric line is in operation; and

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

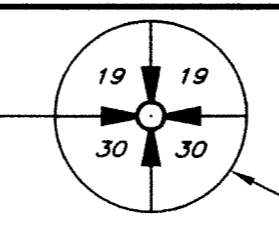
NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Jonesboro, Arkansas, that:

SECTION 1. The City of Jonesboro, Arkansas hereby vacates and abandons all of its rights together with the right of the public generally, in and to the rights-of-way commencing at the recognized and accepted Northeast corner of the Northwest Quarter of Section 30, Township 14 North, Range 4 East, City of Jonesboro, Craighead County, Arkansas; thence West a distance of 604.33 feet to a point; thence South 39.16 feet to a point in the proposed south line of West Highland Avenue (40 feet from centerline) said point being in the east line of Madison Street and being the true point of beginning; thence South 00 degrees 55 minutes 23 seconds West with the east line of Madison Street and the west line of the Porter property as described in Book 278 Page 164 and Book 227 Page 86 a distance of 246.92 feet to a point; thence North 89 degrees 04 minutes 37 seconds West a distance of 60.00 feet to a point in the east line of the Harp's Food Stores, Inc. property as described in Instrument JB2011R 018805 and being the west line of Madison Street; thence North 00 degrees 55 minutes 23 seconds East with the east line of Harp's Food Stores, Inc. property a distance of 246.36 feet to a point in the proposed south line of West Highland Avenue; thence South 89 degrees 36 minutes 45 seconds east with the south line of proposed West Highland Avenue a distance of 60.00 feet to the point of beginning and containing 14,798 square feet.

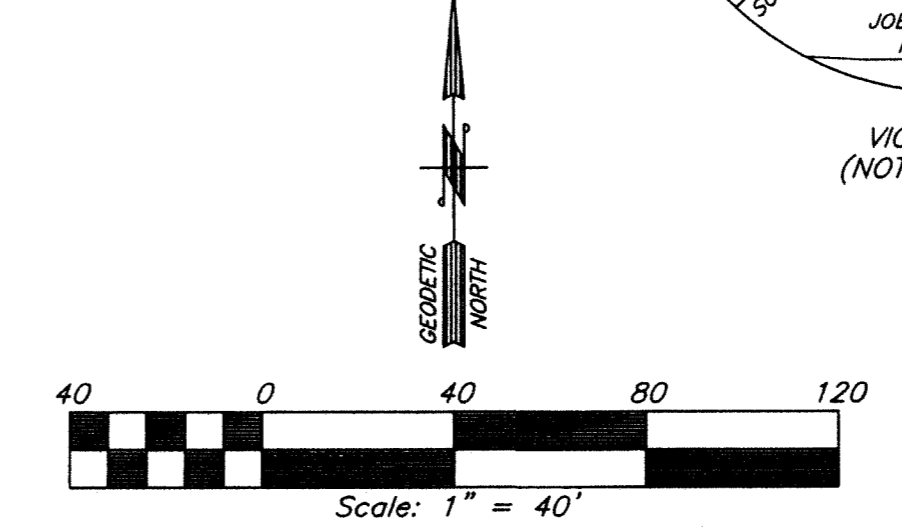
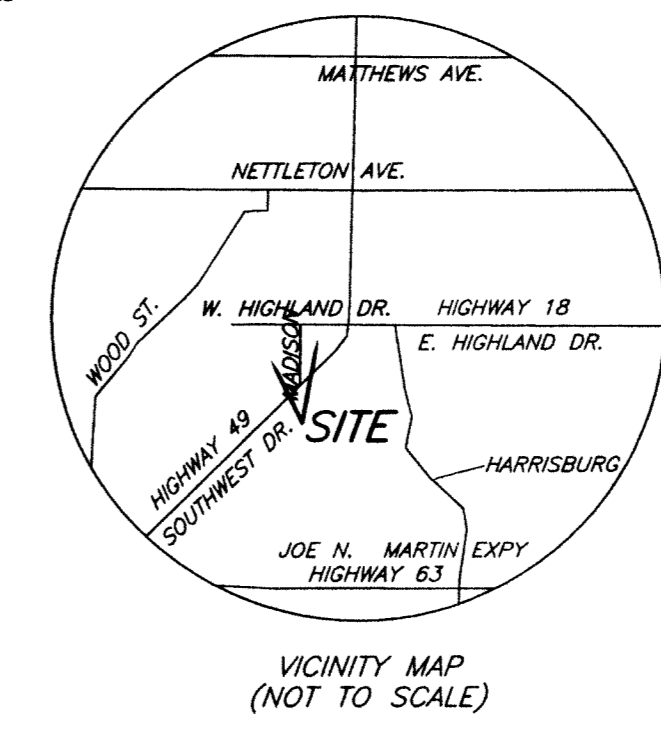
SECTION 2. A copy of this Ordinance duly certified by the City Clerk shall be filed in the office of the Recorder of Craighead County at Jonesboro, Arkansas, and recorded in the Deed of Records of Craighead County, Arkansas.

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

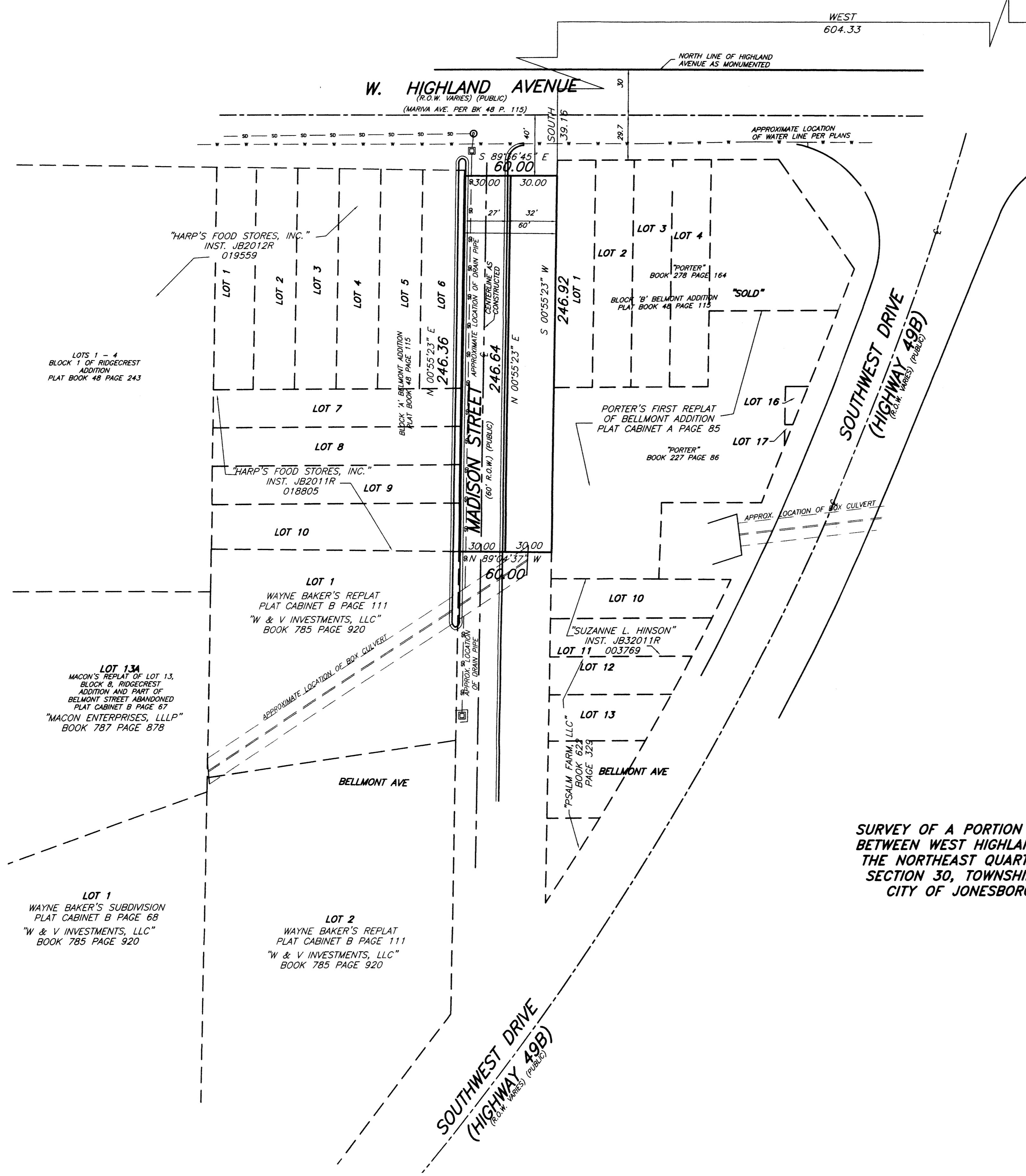
WEST
604.33



RECOGNIZED & ACCEPTED NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 14 NORTH, RANGE 4 EAST, CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS



- NOTES
1. BEARINGS SHOWN ARE RELATIVE TO EACH OTHER ONLY.
 2. ONLY VISIBLE AND APPARENT UTILITIES SHOWN.
 3. UNDERGROUND UTILITIES NOT SHOWN, BEFORE COMMENCEMENT OF ANY CONSTRUCTION CALL ARKANSAS 1 CALL @ 1-800-482-8998 AND THE UTILITY COMPANIES MAINTAINING UTILITY SERVICES ACROSS SUBJECT PROPERTY.
 4. EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY IS NOTED HEREON. THE DOCUMENTS NOTED HEREON WERE SUPPLIED TO THE SURVEYOR. THERE MAY EXIST OTHER DOCUMENTS OF RECORD THAT WOULD AFFECT THIS PARCEL.
 5. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY. NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS TRACT.
 6. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM), THIS PROPERTY LIES IN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN) AS IDENTIFIED IN COMMUNITY PANEL NUMBER 050048 0131 C. MAP DATED SEPTEMBER 27, 1991.
 7. IF YOU HAVE RECEIVED THIS DRAWING IN DIGITAL FORMAT PLEASE BE AWARE THAT A HARD COPY OF THE PLAT BEARING AN ORIGINAL SEAL AND SIGNATURE RENDERED IN RED WILL RULE IN THE EVENT OF A CONFLICT BETWEEN THE PRESENTED DATA.



SURVEY OF A PORTION OF MADISON STREET (TO BE CLOSED) BETWEEN WEST HIGHLAND AVENUE AND SOUTHWEST DRIVE IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 14 NORTH, RANGE 4 EAST IN THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS

Property description of part of Madison Street (to be closed) between West Highland Avenue and Southwest Drive in the Northeast Quarter of the Northwest Quarter of Section 30, Township 14 North, Range 4 East in the City of Jonesboro, Craighead County, Arkansas:

West portion lying adjacent to Harp's Food Stores, Inc. property as described in instruments JB2012R 019559 and JB2011R 018805:

Commencing at the recognized and accepted Northeast corner of the Northwest Quarter of Section 30, Township 14 North, Range 4 East, City of Jonesboro, Craighead County, Arkansas; thence West a distance of 604.33 feet to a point; thence South 39.16 feet to a point in the proposed south line of West Highland Avenue (40 feet from centerline); thence North 89 degrees 36 minutes 45 seconds West with the south line of proposed West Highland Avenue a distance of 30.00 feet to the true point of beginning; thence South 00 degrees 55 minutes 23 seconds West with the centerline of Madison Street (60 feet right-of-way) a distance of 246.64 feet to a point; thence North 89 degrees 04 minutes 37 seconds West a distance of 30.00 feet to a point in the east line of the Harp's Food Stores, Inc. property as described in instrument JB2011R 018805 and being the west line of Madison Street; thence North 00 degrees 55 minutes 23 seconds East with the east line of Harp's Food Stores, Inc. property a distance of 246.36 feet to a point in the proposed south line of West Highland Avenue; thence South 89 degrees 36 minutes 45 seconds East with the south line of proposed West Highland Avenue a distance of 30.00 feet to the point of beginning and containing 7,395 square feet.

East portion lying adjacent to the Porter property as described in Book 227 Page 86 and Book 278 Page 164:

Commencing at the recognized and accepted Northeast corner of the Northwest Quarter of Section 30, Township 14 North, Range 4 East, City of Jonesboro, Craighead County, Arkansas; thence West a distance of 604.33 feet to a point; thence South 39.16 feet to a point in the proposed south line of West Highland Avenue (40 feet from centerline) said point being in the east line of Madison Street and being the true point of beginning; thence South 00 degrees 55 minutes 23 seconds West with the east line of Madison Street and the west line of the Porter property as described in Book 278 Page 164 and Book 227 Page 86 a distance of 246.92 feet to a point; thence North 89 degrees 04 minutes 37 seconds West a distance of 30.00 feet to a point in the centerline of Madison Street; thence North 00 degrees 55 minutes 23 seconds East with the centerline of Madison Street a distance of 246.64 feet to a point in the proposed south line of West Highland Avenue; thence South 89 degrees 36 minutes 45 seconds East with the proposed south line of West Highland Avenue a distance of 30.00 feet to the point of beginning and containing 7,403 square feet.

Overall
Commencing at the recognized and accepted Northeast corner of the Northwest Quarter of Section 30, Township 14 North, Range 4 East, City of Jonesboro, Craighead County, Arkansas; thence West a distance of 604.33 feet to a point; thence South 39.16 feet to a point in the proposed south line of West Highland Avenue (40 feet from centerline) said point being in the east line of Madison Street and being the true point of beginning; thence South 00 degrees 55 minutes 23 seconds West with the east line of Madison Street and the west line of the Porter property as described in Book 278 Page 164 and Book 227 Page 86 a distance of 246.92 feet to a point; thence North 89 degrees 04 minutes 37 seconds West a distance of 60.00 feet to a point in the east line of the Harp's Food Stores, Inc. property as described in instrument JB2011R 018805 and being the west line of Madison Street; thence North 00 degrees 55 minutes 23 seconds East with the east line of Harp's Food Stores, Inc. property a distance of 246.36 feet to a point in the proposed south line of West Highland Avenue; thence South 89 degrees 36 minutes 45 seconds East with the south line of proposed West Highland Avenue a distance of 30.00 feet to the point of beginning and containing 14,798 square feet.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH MINIMUM STANDARD REQUIREMENTS FOR A STATE OF ARKANSAS CLASS "A" SURVEY LOCATED IN AN URBAN AREA.

HARRIS & ASSOCIATES LAND SURVEYORS, LLC
By: JOE S. WISEMAN SURVEYOR ARKANSAS LICENSE NO. 1651
[Signature of Joe S. Wiseman]
[Professional Seal of Joe S. Wiseman, Arkansas License No. 1651]

HARRIS & ASSOCIATES LAND SURVEYORS, LLC
6074 Apple Tree Drive, Suite 14 - Memphis, Tennessee 38115 - (901)362-2345

DATE : May 18, 2015
SCALE : 1"=40'
DRAWN BY : ih/iw
ORDERED BY : John Perry
Kimley Horn

24	19	20
25	SITE 30	29
36	31	32

PETITION

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

PETITION TO ABANDON A PORTION OF MADISON STREET RIGHT-OF-WAY,

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

COMMENCING AT THE RECOGNIZED AND ACCEPTED NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 14 NORTH, RANGE 4 EAST, CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE WEST A DISTANCE OF 604.33 FEET TO A POINT; THENCE SOUTH 39.16 FEET TO A POINT IN THE PROPOSED SOUTH LINE OF WEST HIGHLAND AVENUE (40 FEET FROM CENTERLINE) SAID POINT BEING IN THE EAST LINE OF MADISON STREET AND BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 55 MINUTES 23 SECONDS WEST WITH THE EAST LINE OF MADISON STREET AND THE WEST LINE OF THE PORTER PROPERTY AS DESCRIBED IN BOOK 278 PAGE 164 AND BOOK 227 PAGE 86 A DISTANCE OF 246.92 FEET TO A POINT; THENCE NORTH 89 DEGREES 04 MINUTES 37 SECONDS WEST A DISTANCE OF 60.00 FEET TO A POINT IN THE EAST LINE OF THE HARP'S FOOD STORES, INC. PROPERTY AS DESCRIBED IN INSTRUMENT JB2011R 018805 AND BEING THE WEST LINE OF MADISON STREET; THENCE NORTH 00 DEGREES 55 MINUTES 23 SECONDS EAST WITH THE EAST LINE OF HARP'S FOOD STORES, INC. PROPERTY A DISTANCE OF 246.36 FEET TO A POINT IN THE PROPOSED SOUTH LINE OF WEST HIGHLAND AVENUE; THENCE SOUTH 89 DEGREES 36 MINUTES 45 SECONDS EAST WITH THE SOUTH LINE OF PROPOSED WEST HIGHLAND AVENUE A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 14,798 SQUARE FEET.

Herewith file and present this petition to the City Council of the City of Jonesboro, Arkansas to have the portion of Madison Street Right-of-Way described above closed and abandoned.

Dates this 30 day of JUNE, 2015.

PROPERTY OWNER, NAME AND ADDRESS

Sharon Porter

1600 Heern Drive #227

Jonesboro, Arkansas 72401

Sharon Porter

6/30/15

Signature

Date

Signature

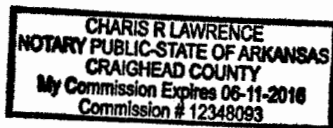
Date

Subscribed and sworn to before me this 30 day of June, 2015.

Charis R. Lawrence

Notary

Expiration Date: 06-11-2016



PETITION

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

PETITION TO ABANDON A PORTION OF MADISON STREET RIGHT-OF-WAY,

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

COMMENCING AT THE RECOGNIZED AND ACCEPTED NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 14 NORTH, RANGE 4 EAST, CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE WEST A DISTANCE OF 604.33 FEET TO A POINT; THENCE SOUTH 39.16 FEET TO A POINT IN THE PROPOSED SOUTH LINE OF WEST HIGHLAND AVENUE (40 FEET FROM CENTERLINE) SAID POINT BEING IN THE EAST LINE OF MADISON STREET AND BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 55 MINUTES 23 SECONDS WEST WITH THE EAST LINE OF MADISON STREET AND THE WEST LINE OF THE PORTER PROPERTY AS DESCRIBED IN BOOK 278 PAGE 164 AND BOOK 227 PAGE 86 A DISTANCE OF 246.92 FEET TO A POINT; THENCE NORTH 89 DEGREES 04 MINUTES 37 SECONDS WEST A DISTANCE OF 60.00 FEET TO A POINT IN THE EAST LINE OF THE HARP'S FOOD STORES, INC. PROPERTY AS DESCRIBED IN INSTRUMENT JB2011R 018805 AND BEING THE WEST LINE OF MADISON STREET; THENCE NORTH 00 DEGREES 55 MINUTES 23 SECONDS EAST WITH THE EAST LINE OF HARP'S FOOD STORES, INC. PROPERTY A DISTANCE OF 246.36 FEET TO A POINT IN THE PROPOSED SOUTH LINE OF WEST HIGHLAND AVENUE; THENCE SOUTH 89 DEGREES 36 MINUTES 45 SECONDS EAST WITH THE SOUTH LINE OF PROPOSED WEST HIGHLAND AVENUE A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 14,798 SQUARE FEET.

Herewith file and present this petition to the City Council of the City of Jonesboro, Arkansas to have the portion of Madison Street Right-of-Way described above closed and abandoned.

Dates this 26th day of June, 2015.

PROPERTY OWNER, NAME AND ADDRESS

Harp's Food Stores, Inc.

PO Box 48, 918 S Gutensohn

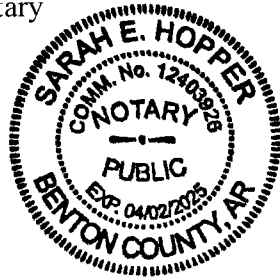
Springdale, Arkansas 72762

<u>Jim Curtis CFO</u>	<u>6/26/15</u>
Signature	Date
<u>[Signature] CEO</u>	<u>6/26/15</u>
Signature	Date

Subscribed and sworn to before me this 26th day of June, 2015.

Sarah E. Hopper
Notary

Expiration Date: 04/02/2025





Lynda Palmer
AT&T Arkansas
Mgr.-OSP PIng & Engr Design
Right-of-Way
Joint Use of Poles

1111 West Capitol, Rm 941
Little Rock, AR 72201
Phone: (501) 373.5255
Fax: (501) 373.0229 Fax
lynda.palmer@att.com

May 27, 2015

Eugene Cowan, III
Kimley-Horn
6625 Lenox Park Drive, Suite 117
Memphis, TN 38115

sent via email

Dear Mr. Cowan:

The purpose of this letter is to provide you with our **conditional concurrence** to vacate our interest in the right-of-way of Madison Street in Jonesboro, Arkansas, **SUBJECT TO your company's reimbursement to AT&T to move our facilities via our CWOTS program.**

As we have discussed, AT&T has working facilities within the right-of-way of this street and cannot agree to relinquish the right-of-way until those facilities are relocated.

Please contact Rodney Vanhoozer at 870-972-7601 (rodney.vanhoozer@att.com) to get information on how to begin the CWOTS program.

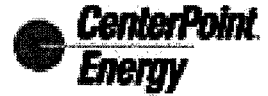
Once AT&T's facilities are relocated, I will issue a formal concurrence relinquishing our interest.

Please contact me if you have questions concerning this process.

Sincerely,

A handwritten signature in cursive script that reads "Lynda Palmer".

CC: Rodney Vanhoozer



July 1st, 2015

Eugene (Davie) Cowan, III Analyst
6625 Lenox Park Drive, Suite 117
Memphis, TN

RE: Southwest Dr. & E Highland Dr., Jonesboro, AR

Dear Mr. Cowan,

We have received and reviewed the plans given in regards to the construction planned near the Madison Street road closure illustrated on Exhibit A. We have found that our existing facilities will be in conflict with the proposed road closure. These facilities include a 2" plastic intermediate pressure line.

CenterPoint Energy will be seeking reimbursement for this project's cost of \$1,304.57.

CenterPoint Energy will proceed with design of relocation of existing facilities. The nursery located at the corner of Madison St. and Highland Ave. is a current customer, therefore, we will not be able to abandon existing facilities until this customer has requested a discontinuance of service.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Nick Timberlake
Engineer II
CenterPoint Energy
(501) 377-4930
nicklas.timberlake@centerpointenergy.com



June 26, 2015

Donna Jackson
City Clerk
City of Jonesboro

Re: Letter for Consent of R.O.W. Abandonment

Dear Donna:

City Water and Light Plant of the City of Jonesboro (CWL) has been requested to consent to the vacation and abandonment of a portion of Madison Street described as follows ("Existing Right of Way"):

That portion of Madison Street south of W. Highland Avenue for approximately 245.64 feet.

CWL has no objection to the abandonment of the Existing Right of Way subject however to the following conditions:

1. CWL requires a twenty (20) foot electric easement, ten (10) feet either side of the proposed underground three phase electric line as constructed running north and south along the proposed west property line ("New Easement"). The New Easement may be as reflected in the approved final plat and plans or by separate express, written easement.
2. The existing overhead three phase electric line will not be removed until all fees are paid and the new three phase underground line has been successfully relocated.
3. Please allow CWL to review the draft vacating ordinance to confirm that it contains provisions that preserve the Existing Right of Way until the New Easement is properly granted and the new electric line is in operation.

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

Please feel free to contact me with any questions.

Respectfully,

A handwritten signature in black ink, appearing to read "Mike Rice, III".

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



phone 870.336.3434

1.888.336.4249

fax 870.336.3401

office 2400 Ritter Drive, Jonesboro, AR 72401

6-1-2015

Kimley-Horn and Associates, Inc.
Attn: John G. Perry, P.E.
6625 Lenox Park Drive, Suite 117
Memphis, TN 38115

RE: Madison Street-Right of Way Abandonment
Jonesboro, AR
Craighead County

Mr. Perry,

Ritter Communications Inc. has fiber on Southwest Dr, Madison and E Highland that will need to be moved or relocated due to the Madison St closing request.

The current Estimate of Cost of replace all the fiber in this area and to reroute service to our existing customers is approximately \$20,000.00.

Ritter will approve the Madison St closing request contingent upon the payment for relocating our plant.

If you have any additional questions or concerns please email or call me.

Sincerely,

Alice Martin

Alice Martin

ALICE MARTIN
Project Engineer

t: 870.336.3476
f: 870.336.1449
m: 870.243.5681
alice.martin@rittermail.com



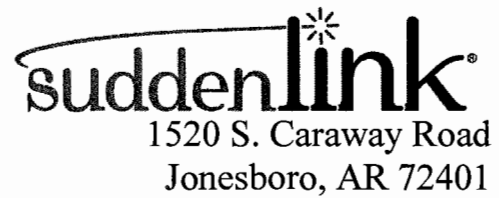
3306 Southwest Drive
Jonesboro, Arkansas 72404

Internet

Phone

Custom Networking

getritter.info



To: John Perry
Kimley-Horn

From: Suddenlink Communications, Inc.

Date: June 30, 2015

Re: Madison Street Road Closure

Suddenlink Communications, Inc. has no objection to the abandonment of Madison Street, from Highland Drive to Southwest Drive, located in Jonesboro, Craighead County, Arkansas, contingent on developer relocating the utilities.

Respectfully,

Joey Roach

Construction Planner
Suddenlink Communications, Inc.

RECEIVED JUN 4 2015

City of
Jonesboro
ARKANSAS



City of Jonesboro
Engineering Department
Municipal Building
PO Box 1845
300 S. Church
Jonesboro, AR 72403
Phone: (870) 932-2438

May 29, 2015

John G. Perry, P.E.
Kimley-Horn Senior Project Manager
6625 Lenox Park Drive, Suite 117
Memphis, TN 38115

RE: Madison Street – Right-of-Way Abandonment
Jonesboro, AR
Craighead County

Dear Mr. Perry:

The City of Jonesboro Engineering and Planning Departments concur with the partial abandonment of the Madison Street Right-of-Way, as shown on the attached plat provided that the existing storm drain along Madison is rerouted as proposed and is placed in a permanent drainage easement, and that all affected property owners are notified for required concurrence.

Please call if more information is needed.

Sincerely,

Craig Light, PE, CFM
City Engineer

Otis Spriggs, AICP
City Planner



Legislation Details (With Text)

File #: RES-15:124 **Version:** 1 **Name:**
Type: Resolution **Status:** Recommended Under New Business
File created: 7/29/2015 **In control:** City Council
On agenda: **Final action:**
Title: RESOLUTION TO SET A PUBLIC HEARING REGARDING THE ABANDONMENT OF A PORTION OF AN EXISTING DRAINAGE EASEMENT EAST OF THE PROPERTY LINE OF LOT 1 OF THE VILLAGE AT SAGE MEADOWS PHASE II MINOR PLAT AS REQUESTED BY DAVID ONSTEAD
Sponsors:
Indexes:
Code sections:
Attachments: [Plat](#)
[Utility Letters](#)
[Petition](#)
[Engineering & Planning Dept. Letter](#)

Date	Ver.	Action By	Action	Result
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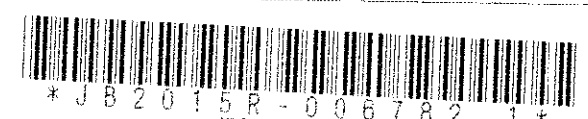
RESOLUTION TO SET A PUBLIC HEARING REGARDING THE ABANDONMENT OF A PORTION OF AN EXISTING DRAINAGE EASEMENT EAST OF THE PROPERTY LINE OF LOT 1 OF THE VILLAGE AT SAGE MEADOWS PHASE II MINOR PLAT AS REQUESTED BY DAVID ONSTEAD

WHEREAS, the property owners have filed a petition with the City Clerk of Jonesboro, Arkansas, requesting that the west twenty feet to twenty five feet of the existing drainage easement lying parallel and adjacent to the east property line of Lot 1 of the Village at Sage Meadows Phase II Minor Plat, Jonesboro, Craighead County, Arkansas; AND

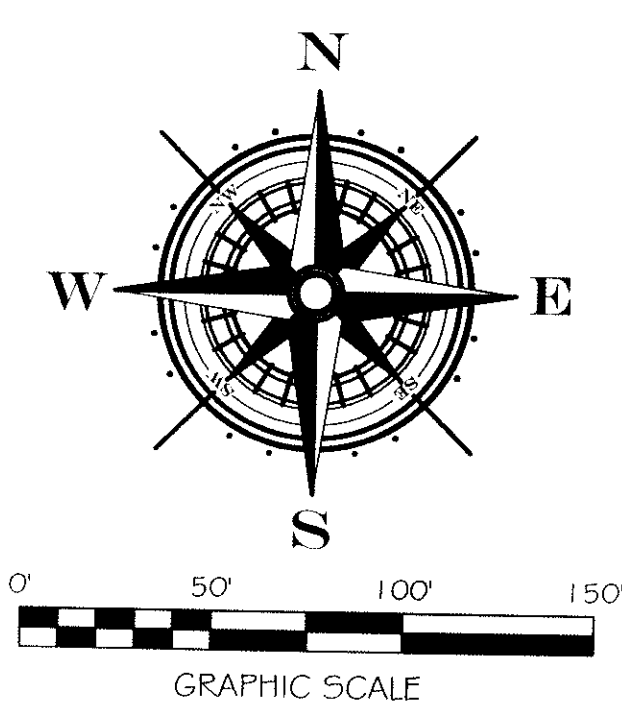
WHEREAS, the petition has been presented to the City Council of the City of Jonesboro, Arkansas; AND

WHEREAS, Arkansas Statute Annotated 19-3814 requires a two week public notice before the above drainage easement can be vacated and abandoned;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Jonesboro, Arkansas, that the City Clerk is directed to publish a notice once a week for two consecutive weeks advising the public of the request by the property owners to vacate and abandon the unimproved said drainage easement and this matter will be heard before the City Council on _____, 2015 at _____ at City Council Chambers, Municipal Center 300 S. Church, Jonesboro, Arkansas.



RECORDED
CANDACE EDWARDS
CRAIGHEAD COUNTY
RECORDATION
05/18/2015 10:55AM
Devin Mahan, C.



MAINTENANCE AGREEMENT FOR VILLAGE AT SAGE MEADOWS, COUNTY RECORDS-JB2014R ON 3-07-2014.

LOT 1
124105.1 SQ. FT.
2.85 ACRES
PD-16 ZONING

LOT 2
80264.8 SQ. FT.
1.84 ACRES
C-3 ZONING

PROPOSED 20' TO 25' WIDE DRAINAGE EASEMENT ABANDONMENT AREA

VILLAGE AT SAGE MEADOWS PHASE II MINOR PLAT

JONESBORO, ARKANSAS

THIS PLAT NULLIFIES AND VOIDS ANY PREVIOUSLY PLATTED LOT LINES, EASEMENTS, AND RIGHTS-OF-WAY.

LEGAL DESCRIPTION:

A part of the Northeast Quarter of the Northwest Quarter of Section 34, Township 15 North, Range 4 East, and also being a part of the Village at Sage Meadows Phase 1-E (never developed) in Craighead County, Arkansas being more particularly described as follows:

From the Northeast corner of the Northwest Quarter of said Section 34, Run S00°18'47"E a distance of 46.48 ft. to a point; Thence S89°18'22"W along said South right of way line a distance of 39.29 ft. to a point; thence S13°37'23"W a distance of 10.24 ft. to a point on the South right of way line of Macedonia Road and the POINT OF BEGINNING; Thence leaving said right of way line, Run S13°37'23"W a distance of 636.70 ft. to a point; Thence S23°28'50"W a distance of 217.97 ft. to a point on the North right of way line of Sage Meadows Blvd; thence run along said North right of way line as follows: run along a curve to the right, said curve having an arc length of 29.77 ft., a radius of 50.00 ft., a chord length of 29.33 ft. and a chord bearing of N16°05'10"W to a point, run along a curve to the left, said curve having an arc length of 160.52 ft., a radius of 94.96 ft., a chord length of 142.08 ft. and a chord bearing of N47°26'52"W to a point, run along a curve to the right, said curve having an arc length of 30.68 ft., a radius of 50.00 ft., a chord length of 30.20 ft. and a chord bearing of N78°16'05"W to a point, run along a curve to the left, said curve having an arc length of 23.02 ft., a radius of 401.86 ft., a chord length of 23.02 ft. and a chord bearing of N62°19'50"W to a point; thence N63°45'42"W a distance of 100.69 ft. to a point, thence along a curve to the right, said curve having an arc length of 39.07 ft., a radius of 25.00 ft., a chord length of 35.21 ft., and a chord bearing of N18°59'22"W to a point; thence leaving said North right of way line of Sage Meadows Blvd; thence N25°46'58"E along the East right of way line of Highway 351 a distance of 670.86 ft. to a point; thence leaving said East right of way line, run S88°49'50"E along the aforesaid South right of way line of Macedonia Road, a distance of 209.58 ft. to a point, said point being the POINT OF BEGINNING, containing 4.69 acres and being subject to easements as shown and any other easements of record.

CERTIFICATE OF SURVEY:

To all parties interested in Title to these premises: I hereby certify that I have prior to this day made a survey of the above described property as shown on the Plat of Survey hereon. The property lines and corner monuments, to the best of my knowledge and ability, are correctly established: the improvements are as shown on the Plat of Survey. Encroachments, if any, as disclosed by Survey, are shown hereon.

CERTIFICATE OF OWNERSHIP:

We hereby certify that we are the owners of the property shown and described hereon, that we adopt the plan of subdivision and dedicate perpetual use of all streets and easements as noted.

David Onstead

State of Arkansas
County of Craighead
A TRUE COPY I CERTIFY
CANDACE EDWARDS, CIRCUIT COURT CLERK
By *[Signature]*

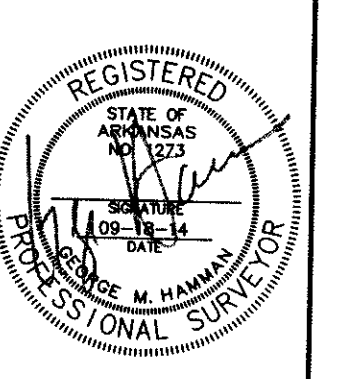
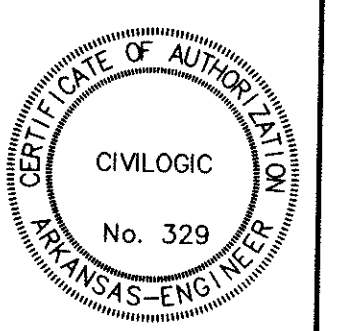
RECORDED PAGE 254
DATE 5-18-15 TIME 1:55 PM
CRAIGHEAD COUNTY
CANDACE EDWARDS, CLERK
BY *[Signature]*

Job No.	114014	Scale	1"=50'
Date	09-18-14	Range	04E
Section	34	Township	15N
Drawn By	RE	Checked by	GH
City	JONESBORO	County	CRAIGHEAD
City Engineer		City Surveyor	
City Water & Light			

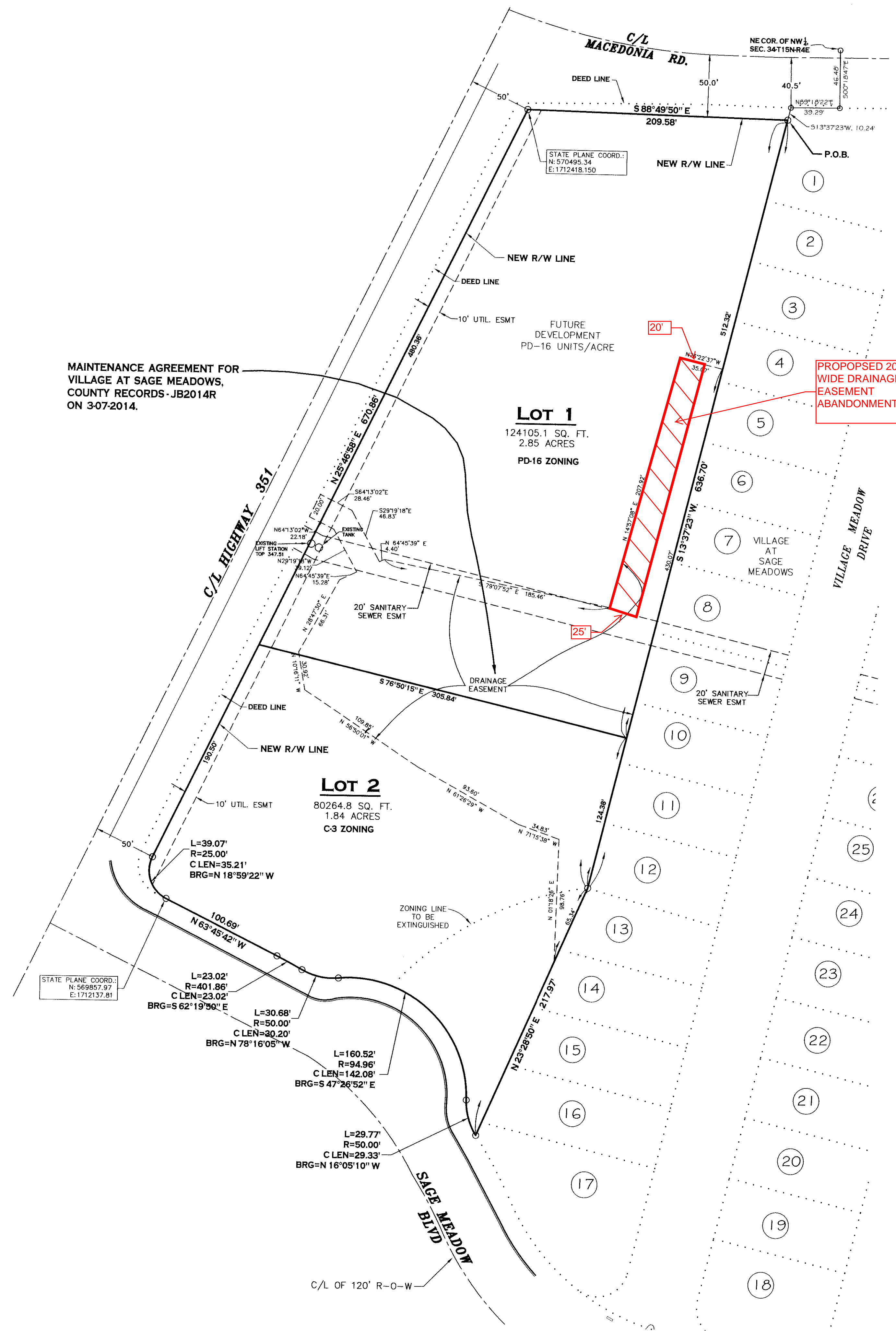
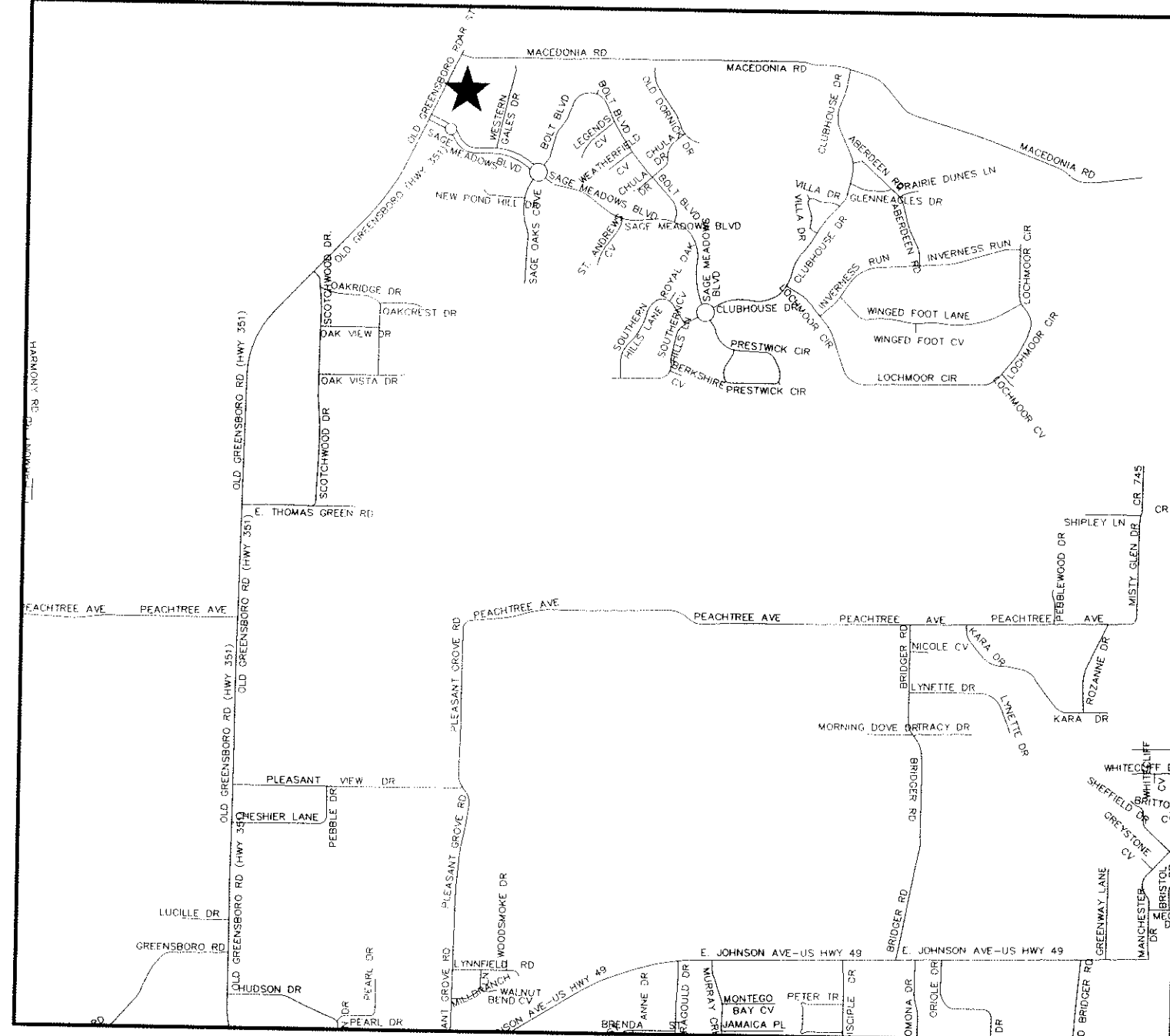
PLANNERS SURVEYORS ENGINEERS

203 Southwest Dr. - Jonesboro, AR - (870) 932-7880 - www.civilogic.net

MINOR PLAT
PT. NW 1/4 SEC. 34, T15N, R4E
JONESBORO, ARKANSAS
FOR
DAVID ONSTEAD



JOB NO.: 114014
SHEET NUMBER



- NOTES:**
- 1) ALL BEARINGS ARE BASED ON ARKANSAS NORTH STATE PLANE COORDINATE SYSTEM.
 - 2) THE CLOSURE PRECISION OF THE PLAT IS IN EXCESS OF 1" IN 300,000'.
 - 3) THE RESEARCH COMPLETED FOR THIS SURVEY INCLUDES PREVIOUS SURVEYS.
 - 4) ALL CORNER MONUMENTS SET ARE 3/8" REBAR, UNLESS OTHERWISE NOTED ON THE PLAT.
 - 5) OWNER: DAVID ONSTEAD
 - 6) FLOOD PLAIN: THIS TRACT DOES NOT LIE WITHIN THE 100-YR FLOOD PLAIN PER FLOOD INSURANCE RATE MAP OF CRAIGHEAD CO., AR, AND INCORPORATED AREAS, COMMUNITY PLAN NO. 05031C0042 C, DATED 09/27/91. THIS TRACT DOES LIE WITHIN A ZONE "X" FLOOD PLAIN, PER THE MAP REFERENCED ABOVE.
 - 7) PRIOR TO DEVELOPMENT OWNER OR CONSULTANT SHOULD CONFER WITH CITY OF JONESBORO TO VERIFY BUILDING SETBACK DIMENSIONS.



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

UTILITY RELEASE FORM

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

Utility Company: CenterPoint Energy Date: 7/28/2015

Requested Abandonment: Abandonment of the west 20 feet of the existing drainage easement lying parallel and adjacent to the east property line of Lot 1 of the Village at Sage Meadows Phase II Minor Plat in the Sage Meadows Subdivision in Jonesboro, Craighead County, Arkansas.

Legal Description:

Abandon the west 20 feet of the existing drainage easement lying parallel and adjacent to the east property line of Lot 1 of the Village at Sage Meadows Phase II Minor Plat in the Sage Meadows Subdivision in Jonesboro, Craighead County, Arkansas.

UTILITY COMPANY COMMENTS:

No objections to the abandonment(s) described above and shown in Exhibit A below.

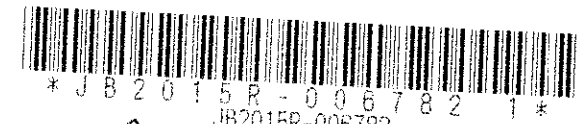
No objections to the abandonment (s) described above, provided the following easements are retained (Exhibit A).

Objects to the abandonment(s) described above, reason described below.

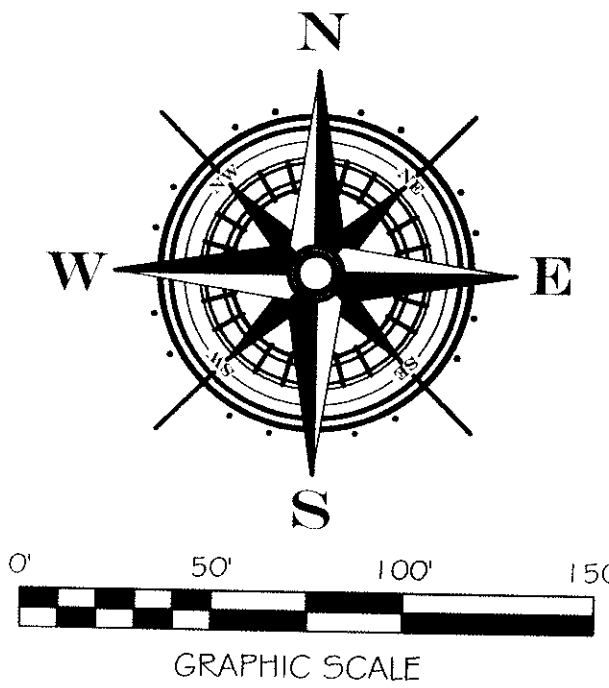

Signature of Utility Company Representative

ENGINEER II
Title

Exhibit A



RECORDED
CANDACE EDWARDS
CRAIGHEAD COUNTY
RECORDATION
05/18/2015 10:55AM
Devin Mahan, C.



MAINTENANCE AGREEMENT FOR VILLAGE AT SAGE MEADOWS, COUNTY RECORDS-JB2014R ON 3-07-2014.

LOT 1
124105.1 SQ. FT.
2.85 ACRES
PD-16 ZONING

PROPOSED 20' TO 25' WIDE DRAINAGE EASEMENT ABANDONMENT AREA

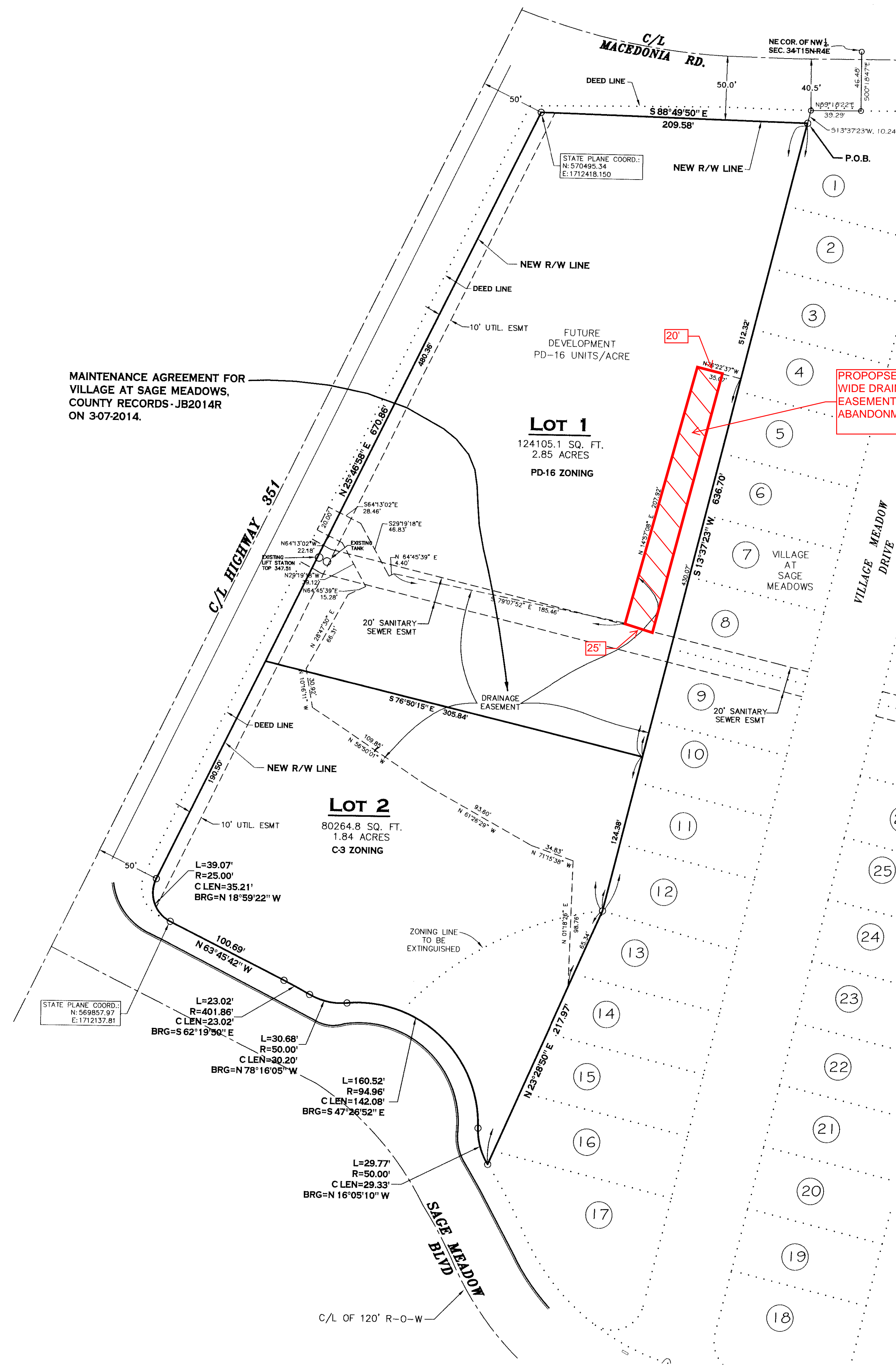
VILLAGE AT SAGE MEADOWS PHASE II MINOR PLAT

JONESBORO, ARKANSAS

THIS PLAT NULLIFIES AND VOIDS ANY PREVIOUSLY PLATTED LOT LINES, EASEMENTS, AND RIGHTS-OF-WAY.

NOTES:

- 1) ALL BEARINGS ARE BASED ON ARKANSAS NORTH STATE PLANE COORDINATE SYSTEM.
- 2) THE CLOSURE PRECISION OF THE PLAT IS IN EXCESS OF 1" IN 300,000'.
- 3) THE RESEARCH COMPLETED FOR THIS SURVEY INCLUDES PREVIOUS SURVEYS.
- 4) ALL CORNER MONUMENTS SET ARE 3/8" REBAR, UNLESS OTHERWISE NOTED ON THE PLAT.
- 5) OWNER: DAVID ONSTEAD
- 6) FLOOD PLAIN: THIS TRACT DOES NOT LIE WITHIN THE 100-YR FLOOD PLAIN PER FLOOD INSURANCE RATE MAP OF CRAIGHEAD CO., AR, AND INCORPORATED AREAS, COMMUNITY PLAN NO. 05031C0042 C, DATED 09/27/91. THIS TRACT DOES LIE WITHIN A ZONE "X" FLOOD PLAIN, PER THE MAP REFERENCED ABOVE.
- 7) PRIOR TO DEVELOPMENT OWNER OR CONSULTANT SHOULD CONFER WITH CITY OF JONESBORO TO VERIFY BUILDING SETBACK DIMENSIONS.



LEGAL DESCRIPTION:

A part of the Northeast Quarter of the Northwest Quarter of Section 34, Township 15 North, Range 4 East, and also being a part of the Village at Sage Meadows Phase 1-E (never developed) in Craighead County, Arkansas being more particularly described as follows:
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State of Arkansas
County of Craighead
A TRUE COPY I CERTIFY
CANDACE EDWARDS, CIRCUIT COURT CLERK
By *Devin Mahan*

CERTIFICATE OF SURVEY:

To all parties interested in Title to these premises: I hereby certify that I have prior to this day made a survey of the above described property as shown on the Plat of Survey hereon. The property lines and corner monuments, to the best of my knowledge and ability, are correctly established: the improvements are as shown on the Plat of Survey. Encroachments, if any, as disclosed by Survey, are shown hereon.

CERTIFICATE OF OWNERSHIP:

We hereby certify that we are the owners of the property shown and described hereon, that we adopt the plan of subdivision and dedicate perpetual use of all streets and easements as noted.

David Onstead
David Onstead

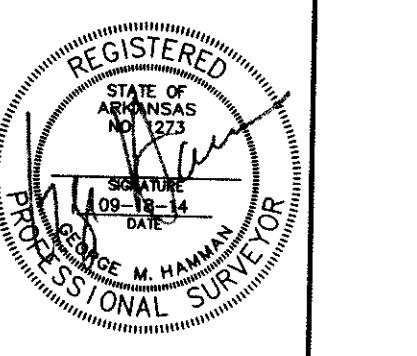
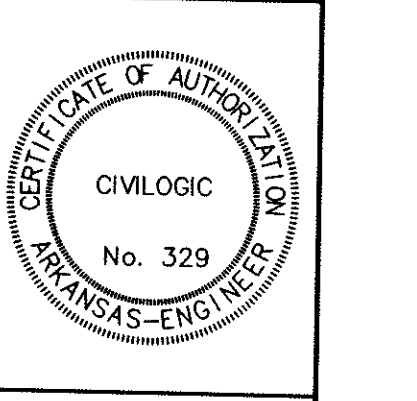
RECORDED PAGE 254
DATE 5-18-15 TIME 1:55 PM
CRAIGHEAD COUNTY
CANDACE EDWARDS, CLERK
BY *Devin Mahan*

Job No.	114014	Scale	1"=50'
Section	34	Township	15N
Range	04E	County	CRAIGHEAD
Drawn By	RE	Checked by	GH
DATE	05/17/15	FILE #	MP15-20
CITY PLANNER	<i>[Signature]</i>	CITY ENGINEER	<i>[Signature]</i>
CITY SURVEYOR	<i>[Signature]</i>	CITY WATER & LIGHT	<i>[Signature]</i>

PLANNERS SURVEYORS ENGINEERS

203 Southwest Dr. - Jonesboro, AR - (870) 932-7880 - www.civilogic.net

MINOR PLAT
PT. NW 1/4 SEC. 34, T15N, R4E
JONESBORO, ARKANSAS
FOR
DAVID ONSTEAD





To: Carlos Wood, P. E.

From: Suddenlink Communications, Inc.

Date: July 28, 2015

Re: Village at Sage Meadows Phase II Minor Plat
Jonesboro, Craighead County, AR
Lot 1 Drainage Easement Abandonment

Suddenlink Communications, Inc. has no objection to the abandonment of the west 20 feet of the existing drainage easement lying parallel and adjacent to the east property line of Lot 1 of the Village at Sage Meadows Phase II Minor Plat in the Sage Meadows Subdivision, located in Jonesboro, Craighead County, Arkansas.

Respectfully,

Joey Roach

Construction Planner
Suddenlink Communications, Inc.
870.897.5697 | Email: joey.roach@suddenlink.com



Owned by the Citizens of Jonesboro

July 27, 2015

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

Re: Drainage Easement Abandonment
Lot 1
Village @ Sage Meadows, Phase II, Minor Plat
City of Jonesboro
Craighead County, Arkansas

Dear Donna:

City Water and Light has no objection with the abandonment of the twenty (20) foot drainage easement lying parallel and adjacent to the east property line of Lot 1 of the Village @ Sage Meadows, Phase II, Minor Plat in the Sage Meadows Subdivision, as shown on attached plat.

Please call if more information is needed.

Sincerely,

A handwritten signature in black ink, appearing to read "Jake Rice, III". The signature is fluid and cursive, with a long horizontal stroke extending to the left.

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

Enclosure

Cc: Carlos Wood



July 28, 2015

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

Dear Mr. Wood,

Please see page 2 of this document for approval of abandonment of the utility easement in question: Abandonment of the west 20 feet of the existing drainage easement lying parallel and adjacent to the east property line of Lot 1 to the Village at Sage Meadows Phase II Minor Plat in the Sage Meadows Subdivision in Jonesboro, Craighead County, Arkansas. Be aware that this approval will not take effect until a hard copy has been delivered to the City of Jonesboro city clerk (Donna Jackson). The delivery of the hard copy is to be completed by Wood Engineering or an associate of theirs.



UTILITY RELEASE FORM

TELECOMMUNICATIONS EASEMENT ABANDONMENT REQUEST

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

Abandonment of the west 20 feet of the existing drainage easement lying parallel and adjacent to the east property line of Lot 1 to the Village at Sage Meadows Phase II Minor Plat in the Sage Meadows Subdivision in Jonesboro, Craighead County, Arkansas.

UTILITY COMPANY COMMENTS:

No objections to the vacation(s) described above.


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

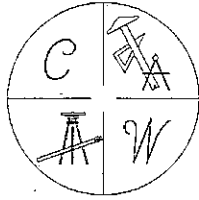
Objections to the vacation(s) described above, reason described below:

Rodney Vanhoozer

MGR. AT&T ENGINEERING

Signature of Utility Company Representative

 DATE: 7-28-15



CARLOS WOOD, P.E.

ENGINEERING CONSULTANT

148 CR 375

BONO, AR 72416

PHONE/FAX - (870) 972-8335

July 19, 2015

AT&T

Jonesboro, Ar. 72401

Attn.: Mr. Rodney Vanhoozer

Re: Village at Sage Meadows Phase II Minor Plat
Jonesboro, Craighead County, AR
Lot 1 Drainage Easement Abandonment

Dear Mr. Vanhoozer,

Please accept this as a formal request to your company to allow the abandonment of the west 20 feet of the existing drainage easement lying parallel and adjacent to the east property line of Lot 1 o the Village at Sage Meadows Phase II Minor Plat in the Sage Meadows Subdivision in Jonesboro, Craighead County, Arkansas. A drawing of the described lot showing the location of the abandonment is enclosed. A copy of the record plat is also enclosed.

Please make your reply by letter to the above address indicating your decision of whether or not you concur with this request, and I will submit it to the City of Jonesboro Planning Department as a supplemental document for the abandonment application.

If it would be possible, receipt of your response letter by Wednesday, July 29, 2015 would be greatly appreciated because the abandonment application has to be submitted to the City prior to 10am Thursday, July 30, 2015 in order to be placed on the August 4 City Council Street Committee meeting for approval. If not received and submitted by this date I will have to postpone the submittal until the September 1 meeting.

Thank you for your consideration in this matter and please contact me if further information is required.

Sincerely,
CARLOS WOOD, P.E.

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

PETITION TO VACATE A TWENTY (20') FEET TO TWENTY FIVE (25') FEET WIDE DRAINAGE EASEMENT.

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

LEGAL DESCRIPTION:

The west twenty feet to twenty five feet of the existing drainage easement lying parallel and adjacent to the east property line of Lot 1 of the Village at Sage Meadows Phase II Minor Plat, Jonesboro, Craighead County, Arkansas.

herewith file and present this petition to the City Council of the City of Jonesboro, Arkansas to have all of the drainage easement described above legally closed.

DATED this 29TH day of July, 2015.

<u>LOT #</u>	<u>PROPERTY OWNER</u>	<u>ADDRESS</u>	<u>DATE</u>
Lot 1	<u>[Signature]</u>	<u>PO Box 19068</u> <u>JONESBORO AR 72403</u>	<u>7/29/15</u>

Subscribed and sworn to before me this 29TH day of July, 2015.

(SEAL)

[Signature: Nikki Nottingham]
NOTARY

Expiration Date: 11/11/16





July 29, 2015

Carlos Wood
148 CR 375
Bono, AR 72416

Re: Drainage Easement Abandonment
Village at Sage Meadows Phase II

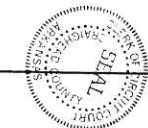
Dear Mr. Wood:

The City of Jonesboro Engineering and Planning Departments concur with the abandonment of the 20' to 25' wide drainage easement abandonment as proposed on the attached plat.

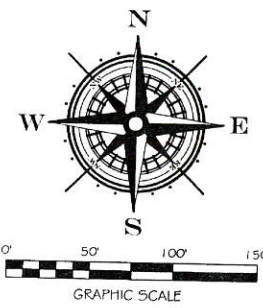
Sincerely,

Craig Light, PE, CFM
City Engineer

Otis Spriggs, AICP
City Planner



DATE 05/15/20
CITY PLANNER
CITY SURVEYOR
CITY WATER & LIGHT



MAINTENANCE AGREEMENT FOR VILLAGE AT SAGE MEADOWS, COUNTY RECORDS JB2014R ON 3-07-2014.

LOT 1
124105.1 SQ. FT.
2.85 ACRES
PD-16 ZONING

PROPOSED 20' TO 25' WIDE DRAINAGE EASEMENT - ABANDONMENT AREA

VILLAGE AT SAGE MEADOWS PHASE II MINOR PLAT

JONESBORO, ARKANSAS

THIS PLAT NULLIFIES AND VOIDS ANY PREVIOUSLY PLATTED LOT LINES, EASEMENTS, AND RIGHTS-OF-WAY.

LEGAL DESCRIPTION:

A part of the Northeast Quarter of the Northwest Quarter of Section 34, Township 15 North, Range 4 East, and also being a part of the Village at Sage Meadows Phase I-E (never developed) in Craighead County, Arkansas being more particularly described as follows:
From the Northeast corner of the Northwest Quarter of said Section 34,
Run S00°18'47"E a distance of 46.48 ft. to a point;
Thence S89°18'22"W along said South right of way line a distance of 39.29 ft. to a point;
thence S13°37'23"W a distance of 10.24 ft. to a point on the South right of way line of Macedonia Road and the POINT OF BEGINNING;
Thence leaving said right of way line,
Run S13°37'23"W a distance of 636.70 ft. to a point;
Thence S23°28'50"W a distance of 217.97 ft. to a point on the North right of way line of Sage Meadows Blvd;
thence run along said North right of way line as follows:
run along a curve to the right, said curve having an arc length of 29.77 ft., a radius of 50.00 ft., a chord length of 29.33 ft. and a chord bearing of N16°05'10"W to a point,
run along a curve to the left, said curve having an arc length of 160.52 ft., a radius of 94.96 ft., a chord length of 142.08 ft. and a chord bearing of N47°26'52"W to a point,
run along a curve to the right, said curve having an arc length of 30.68 ft., a radius of 50.00 ft., a chord length of 30.20 ft. and a chord bearing of N78°16'05"W to a point,
run along a curve to the left, said curve having an arc length of 23.02 ft., a radius of 401.86 ft., a chord length of 23.02 ft. and a chord bearing of N62°19'50"W to a point;
thence N63°45'42"W a distance of 100.69 ft. to a point,
thence along a curve to the right, said curve having an arc length of 39.07 ft., a radius of 25.00 ft., a chord length of 35.21 ft., and a chord bearing of N18°59'22"W to a point;
thence leaving said North right of way line of Sage Meadows Blvd;
thence N23°48'58"E along the East right of way line of Highway 351 a distance of 670.86 ft. to a point;
run S88°49'50"E along the aforesaid South right of way line of Macedonia Road, a distance of 209.58 ft. to a point, said point being the POINT OF BEGINNING, containing 4.69 acres and being subject to easements as shown and any other easements of record.

State of Arkansas
County of Craighead
A TRUE COPY I CERTIFY
CANDACE EDWARDS, COUNTY CLERK
By *[Signature]*

CERTIFICATE OF SURVEY:

To all parties interested in Title to these premises: I hereby certify that I have prior to this day made a survey of the above described property as shown on the Plat of Survey hereon. The property lines and corner monuments, to the best of my knowledge and ability, are correctly established; the improvements are as shown on the Plat of Survey. Encroachments, if any, as disclosed by Survey, are shown hereon.

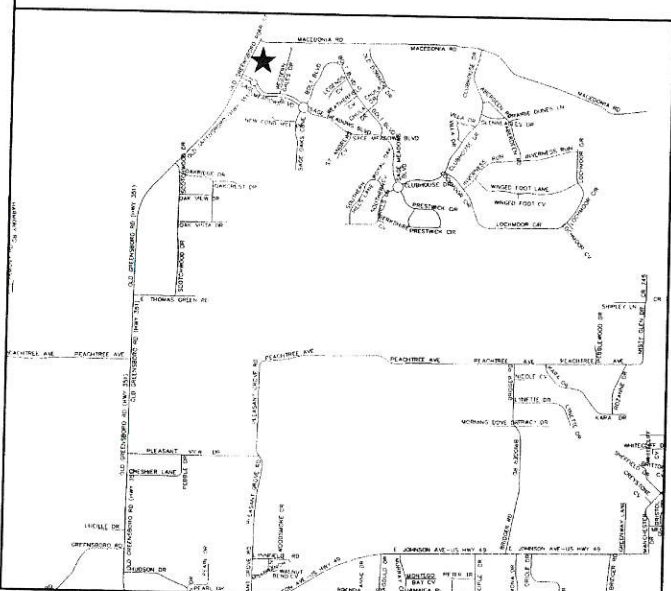
CERTIFICATE OF OWNERSHIP:

We hereby certify that we are the owners of the property shown and described hereon, that we adopt the plan of subdivision and dedicate perpetual use of all streets and easements as noted.

[Signature]
David Onstead

RECORDED PAGE 254
DATE 5/15/20 TIME 10:55 AM
CRAIGHEAD COUNTY
CANDACE EDWARDS, CLERK
BY *[Signature]*

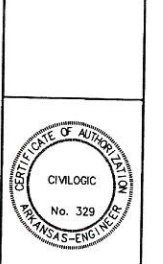
- NOTES:
- 1) ALL BEARINGS ARE BASED ON ARKANSAS NORTH STATE PLANE COORDINATE SYSTEM.
 - 2) THE CLOSURE PRECISION OF THE PLAT IS IN EXCESS OF 1" IN 300,000'.
 - 3) THE RESEARCH COMPLETED FOR THIS SURVEY INCLUDES PREVIOUS SURVEYS.
 - 4) ALL CORNER MONUMENTS SET ARE 3/8" REBAR, UNLESS OTHERWISE NOTED ON THE PLAT.
 - 5) OWNER: DAVID ONSTEAD
 - 6) FLOOD PLAIN: THIS TRACT DOES NOT LIE WITHIN THE 100-YR FLOOD PLAIN PER FLOOD INSURANCE RATE MAP OF CRAIGHEAD CO., AR, AND INCORPORATED AREAS, COMMUNITY PLAN NO. 05031C0042 C, DATED 09/27/91. THIS TRACT DOES LIE WITHIN A ZONE "A" FLOOD PLAIN, PER THE MAP REFERENCED ABOVE.
 - 7) PRIOR TO DEVELOPMENT OWNER OR CONSULTANT SHOULD CONFER WITH CITY OF JONESBORO TO VERIFY BUILDING SETBACK DIMENSIONS.



Job No.	114014	Sheet No.	1 of 1
Scale	1" = 50'	County	CRAIGHEAD
Date	09-18-14	Township	04E
Section	34	Range	04E
Drum	TSN	Checked by:	GH
By:	RE	Checked by:	GH

PLANNERS
Civilogic
203 Southwest Dr. - Jonesboro, AR - (870) 932-7880 - www.civilogic.net

MINOR PLAT
PT. NW 1/4, SEC. 34, T15N, R4E
JONESBORO, ARKANSAS
FOR
DAVID ONSTEAD



JOB NO.: 114014
SHEET NUMBER