



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Council Agenda City Council

Tuesday, February 21, 2012

6:30 PM

Huntington Building

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

City Council Chambers, Huntington Building

NOMINATING & RULES COMMITTEE MEETING AT 6:15 P.M.

City Council Chambers, Huntington Building

1. CALL TO ORDER BY MAYOR PERRIN AT 6:30 P.M.

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL BY CITY CLERK DONNA JACKSON

4. SPECIAL PRESENTATIONS

COM-12:007 Presentation by "Building Communities," Brian Cole

Sponsors: Grants

COM-12:011 Presentation by City Planner Otis Spriggs regarding the Land Use Plan

Sponsors: Mayor's Office

5. CONSENT AGENDA

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

MIN-12:011 Minutes for the City Council meeting on February 7, 2012.

Attachments: [Minutes](#)

RES-11:235 A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR ABIGAIL CROSSING, A RESIDENTIAL SUBDIVISION

Sponsors: Engineering

Attachments: [Maintenance Agreement](#)

Legislative History

2/7/12 Public Works Council Recommended to Council
 Committee

RES-12:003 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A
FIRST AMENDMENT TO INDUSTRIAL TRACK AGREEMENT

Sponsors: Engineering

Attachments: [First Amendment to Industrial Track Agreement.pdf](#)
[Exhibit A.pdf](#)

Legislative History

2/7/12 Public Works Council Recommended to Council
 Committee

RES-12:004 A RESOLUTION TO CONTRACT WITH SPORTS CENTER TRAINING ACADEMY
FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [Sports Center Training Academy](#)

Legislative History

2/15/12 Public Services Council Recommended to Council
 Committee

RES-12:005 A RESOLUTION TO CONTRACT WITH TOY CASTLE OF JONESBORO FOR
SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [Toy Castle](#)

Legislative History

2/15/12 Public Services Council Recommended to Council
 Committee

RES-12:010 A RESOLUTION TO CONTRACT WITH ZAXBY'S INC. FOR SPONSORSHIP OF A
OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [Zaxby's Inc](#)

Legislative History

2/15/12 Public Services Council Recommended to Council
 Committee

RES-12:011 A RESOLUTION TO CONTRACT WITH FAMILIES INC. FOR SPONSORSHIP OF A
OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [Families Inc](#)

Legislative History

2/15/12 Public Services Council Recommended to Council
 Committee

RES-12:012 A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: COM-12:007 **Version:** 1 **Name:** Presentation by Brian Cole
Type: Other Communications **Status:** To Be Introduced
File created: 2/2/2012 **In control:** City Council
On agenda: **Final action:**
Title: Presentation by "Building Communities," Brian Cole
Sponsors: Grants
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

title
Presentation by "Building Communities," Brian Cole



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: COM-12:011 **Version:** 1 **Name:** Presentation by City Planner Otis Spriggs regarding the Land Use Plan
Type: Other Communications **Status:** To Be Introduced
File created: 2/15/2012 **In control:** City Council
On agenda: **Final action:**
Title: Presentation by City Planner Otis Spriggs regarding the Land Use Plan
Sponsors: Mayor's Office
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

title
Presentation by City Planner Otis Spriggs regarding the Land Use Plan



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-12:011 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 2/8/2012 **In control:** City Council
On agenda: **Final action:**
Title: Minutes for the City Council meeting on February 7, 2012.
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

title
Minutes for the City Council meeting on February 7, 2012.



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Meeting Minutes City Council

Tuesday, February 7, 2012

6:30 PM

Huntington Building

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

1. CALL TO ORDER BY MAYOR PERRIN AT 6:30 P.M.

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL BY CITY CLERK DONNA JACKSON

Present 10 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Tim McCall; Chris Gibson; Rennell Woods and Charles Coleman

Absent 2 - Gene Vance and Mikel Fears

4. SPECIAL PRESENTATIONS

COM-12:006 Proclamation by the Mayor for Fire Chief Leonard Jadrich

Sponsors: Mayor's Office

Mayor Perrin presented the Mayor's Citation for Distinguished Service to former Fire Chief Leonard Jadrich for his service to the City of Jonesboro in the Fire Department.

This item was Read.

5. CONSENT AGENDA

Approval of the Consent Agenda

A motion was made by Councilman Chris Moore, seconded by Councilman John Street, to Approve the Consent Agenda with the exception of RES-12:015.

A motion was made that these files be approved by consent voice vote.

Aye: 10 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Tim McCall; Chris Gibson; Rennell Woods and Charles Coleman

Absent: 2 - Gene Vance and Mikel Fears

MIN-12:007 Minutes for the City Council meeting on January 17, 2012.

Attachments: [Minutes](#)

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

RES-12:001 A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF JONESBORO TO ACCEPT GRANT FUNDS FROM THE DELTA REGIONAL AUTHORITY, FOR NORDEX, USA, ECONOMIC DEVELOPMENT PROJECT.

Sponsors: Grants and Finance

Attachments: [DRA Grant Agreement](#)

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

Enactment No: R-EN-017-2012

RES-12:002 A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF JONESBORO TO ACCEPT GRANT FUNDS FROM THE ECONOMIC DEVELOPMENT ADMINISTRATION, FOR NORDEX, USA, ECONOMIC DEVELOPMENT PROJECT.

Sponsors: Grants and Finance

Attachments: [EDA Grant Agreement for Nordex Project](#)

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

Enactment No: R-EN-018-2012

RES-12:006 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH RAINWATER CONSTRUCTION CO., LLC FOR THE RANCHETTE ACRES - SEWER PROJECT

Sponsors: Engineering and Community Development

Attachments: [Specifications.pdf](#)
[Bid Tab.pdf](#)

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

Enactment No: R-EN-019-2012

RES-12:007 A RESOLUTION REQUESTING FREE UTILITY SERVICE FROM CITY WATER AND LIGHT FOR TRAFFIC SIGNALS

Sponsors: Engineering

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

Enactment No: R-EN-020-2012

RES-12:008 A RESOLUTION REQUESTING FREE UTILITIES AT 3909 HARRISBURG ROAD (FIRE STATION NUMBER FOUR) FOR THE CITY OF JONESBORO

Sponsors: Fire Department

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

Enactment No: R-EN-021-2012

RES-12:013 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH CONSTRUMARR, INC. FOR THE JONESBORO SRTS I (2010) JOB NO. 100734 PROJECT

Sponsors: Engineering

Attachments: [Bid Tab 2011 50.pdf](#)
[Specifications.pdf](#)

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

Enactment No: R-EN-022-2012

RES-12:015 RESOLUTION TO NAME JUDGES, CLERKS AND ALTERNATE WORKERS FOR THE 2012 CITY WATER AND LIGHT PLANT ELECTION

A motion was made by Councilman Chris Moore, seconded by Councilman Charles Coleman, that this matter be Passed . The motion PASSED by a unanimous vote

Aye: 9 - Darrel Dover;Ann Williams;Chris Moore;John Street;Mitch Johnson;Tim McCall;Chris Gibson;Rennell Woods and Charles Coleman

Absent: 2 - Gene Vance and Mikel Fears

Abstain: 1 - Charles Frierson

Enactment No: R-EN-023-2012

6. NEW BUSINESS

7. UNFINISHED BUSINESS

ORDINANCES ON THIRD READING

ORD-12:002 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO C-3 LUO FOR PROPERTY LOCATED AT 3603 HUDSON DRIVE AS REQUESTED BY PAUL CURTIS

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

Councilman Moore asked if there was any opposition to the rezoning. City Planner Otis Spriggs answered no, and the rezoning was recommended 6-0 by the MAPC.

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

Aye: 10 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Tim McCall; Chris Gibson; Rennell Woods and Charles Coleman

Absent: 2 - Gene Vance and Mikel Fears

Enactment No: O-EN-004-2012

8. MAYOR'S REPORTS

Mayor Perrin reported on the following items:

The Employee Representative Committee has discussed with the Finance Committee changes to the Catastrophic Leave Bank Policy. This will be forthcoming to the City Council to include in the Employee Handbook. The changes will extend the benefits to cover time taken by employees for not only themselves, but for spouses and dependent children living at home.

He meets with department heads every month to discuss business. He has three committees that cover the City departments: public works, public safety and public services. If the chairperson of those respective Council committees would like to attend the department head meetings, they are welcome to attend.

The master signalization software is up and running. They hope to have all of the intersections in the software by the end of the year. Training will be scheduled for the employees.

They have collected \$4,321 in property liens so far.

He, along with Chief Operating Officer LM Duncan and Councilman John Street, will be visiting the Highway Department tomorrow for the Highway Commission meeting. He has sent letters requesting a right-hand turn lane on Caraway Road to turn onto Phillips Drive, in front of Holiday Inn. They also asked for a study on the Stadium/Stallings intersection due to the traffic backup at the intersection. They have asked again for a traffic signal at Stadium and Parkwood due to the nearby fire station and the traffic on Stadium. Numerous stores have opened and will be opening in the area, which will increase the traffic. He noted the Highway Department did not reject the idea this time, but they did ask for a traffic count. The count will start February 21st and they will also be looking at the driving patterns in that area to see where the traffic is flowing.

They met with the Corps of Engineers last week. The Corps has requested \$125,000 in additional funding for the City of Jonesboro in order to continue studying the basins.

9. CITY COUNCIL REPORTS

Councilman Street motioned, seconded by Councilman Moore, to suspend the rules and place RES-12:025 and RES-12:021 on the agenda. All voted aye.

RES-12:021

A RESOLUTION FOR THE CITY OF JONESBORO TO AUTHORIZE A CONSENT ADMINISTRATIVE ORDER (CAO) WITH ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ)

Sponsors: Mayor's Office

Attachments: [ADEQ CAO](#)

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

Aye: 10 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Tim McCall;Chris Gibson;Rennell Woods and Charles Coleman

Absent: 2 - Gene Vance and Mikel Fears

Enactment No: R-EN-024-2012

RES-12:025

A RESOLUTION FOR THE CITY OF JONESBORO TO AUTHORIZE A CONTRACT FOR SHOULDER IMPROVEMENTS ON LAWSON ROAD WITH ARKANSAS GAME AND FISH COMMISSION

Sponsors: Mayor's Office

Attachments: [AR Game & Fish Memorandum of Agreement](#)

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

Aye: 10 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Tim McCall;Chris Gibson;Rennell Woods and Charles Coleman

Absent: 2 - Gene Vance and Mikel Fears

Enactment No: R-EN-025-2012

Councilwoman Williams noted she has received a lot of compliments regarding the use of Channel 24. She recognized Communications Officer Jack Turner for his work with Channel 24.

Councilman Frierson motioned, seconded by Councilman Johnson, to suspend the rules and place RES-12:016 on the agenda. All voted aye.

RES-12:016

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS APPROVING A CONTRACT FOR PROFESSIONAL SERVICES BY MATT SILAS, ARCHITECT TO CONSTRUCT RESTROOM FACILITIES AND CONCESSION STAND AT SOUTHSIDE BALL PARK

Sponsors: Mayor's Office

Attachments: [Matt Silas Architect Contract for Concession Stand](#)

A motion was made by Councilman Charles Frierson, seconded by Councilman Mitch Johnson, that this matter be Passed . The motion PASSED by a unanimous vote

Aye: 10 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Tim McCall;Chris Gibson;Rennell Woods and Charles Coleman

Absent: 2 - Gene Vance and Mikel Fears

Enactment No: R-EN-026-2012

10. PUBLIC COMMENTS

11. ADJOURNMENT

A motion was made by Councilman Mitch Johnson, seconded by Councilman Chris Moore, that this meeting be Adjourned . The motion PASSED by a unanimous vote

Aye: 10 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Tim McCall; Chris Gibson; Rennell Woods and Charles Coleman

Absent: 2 - Gene Vance and Mikel Fears

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

Attest:

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



Legislation Details (With Text)

File #: RES-11:235 **Version:** 1 **Name:** Maintenance agreement for Abigail Crossing
Type: Resolution **Status:** Recommended to Council
File created: 1/3/2012 **In control:** Public Works Council Committee
On agenda: **Final action:**
Title: A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR ABIGAIL CROSSING, A RESIDENTIAL SUBDIVISION
Sponsors: Engineering
Indexes: Contract
Code sections:
Attachments: [Maintenance Agreement](#)

Date	Ver.	Action By	Action	Result
2/7/2012	1	Public Works Council Committee		

Title

A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR ABIGAIL CROSSING, A RESIDENTIAL SUBDIVISION

Body

WHEREAS, the Section 112-157 of the Jonesboro Municipal Code requires that a Maintenance Agreement be executed between the Developer and the City prior to recording the final plat;

WHEREAS, Mark Morris of Morris-Kidd, LLC has submitted a Maintenance Agreement for Stormwater Management Facilities for Abigail Crossing development;

WHEREAS, the City Engineer and City Attorney have reviewed the attached Maintenance Agreement and find it to be in compliance with the Stormwater Management Regulations.

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

Section 1: That the City of Jonesboro accepts a Maintenance Agreement for Stormwater Management Facilities with Mark Morris of Morris-Kidd, LLC and authorizes the filing of a record plat for Abigail Crossing development.

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

**MAINTENANCE AGREEMENT
FOR STORMWATER MANAGEMENT FACILITIES**

Property Identification

Project Name: Abigail Crossing
Project Address: Fleman Rd
Owner(s): MARK B MOERTS
Owner Address: 5803 Friendship Circle
City: Jonesboro State: AR Zip Code: 72404

In accordance with Section 112-157 of the Jonesboro Municipal Code, this agreement is made and entered into this 29 day of December, 2011, by and between the City of Jonesboro, an Arkansas municipal corporation, hereinafter called the "City" and MARK B MOERTS of MOERTS LLC, hereinafter called the "Developer".

WITNESSTH, that:

WHEREAS, The Developer is proceeding to build on and develop the property in accordance with the Stormwater Management Plan (the "Plan") approved by the City and the recorded plat (the "Plat") for Abigail Crossing S-division as recorded in the records of Craighead County, Arkansas.

WHEREAS, the City and the Developer, its successors and assigns, including any homeowner association, agree that the health, safety, and welfare of the residents of the City of Jonesboro, Arkansas require that on-site stormwater runoff management facilities be constructed and maintained on the property.

WHEREAS, the City requires that on-site stormwater runoff management facilities as shown on the plan be constructed and adequately maintained by the Developer, its successors and assigns, including any homeowner association.



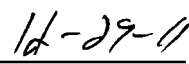
WHEREAS, adequate maintenance is defined herein as the general upkeep of the facilities, specifically the mowing and trimming of grasses or other vegetative cover and the removal of litter and other minor debris that could impact the functionality of the facility or that would otherwise be considered unsightly or a nuisance.

WHEREAS, the City of Jonesboro shall be responsible, after construction and final acceptance of the development, for the operation and long-term maintenance of all drainage structures and improved watercourses which are part of the City of Jonesboro Stormwater Management System and which are not constructed and maintained by or under the jurisdiction of any State or Federal agency.

WHEREAS, Long-term maintenance is defined herein as the removal of sediment deposits, re-grading or shaping of embankments, drainage channels, and detention areas, and the repair or replacement of piping networks, and other underground drainage structures.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties agree as follows:

1. The on-site stormwater runoff management facilities shall be constructed by the Developer, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Developer, its successors and assigns, including any homeowner association, shall adequately maintain the on-site stormwater runoff management facilities.
3. The Developer, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property to inspect and perform long-term maintenance of the on-site stormwater runoff management facilities whenever the City deems necessary.
4. In the event the Developer, its successors and assigns, fails to adequately maintain the stormwater runoff management facilities, the City may enter upon the Property upon thirty (30) days written notification or earlier, if deemed an emergency, and take whatever steps necessary to correct the deficiencies and charge the costs of such corrective action to the Developer, its successors and assigns. The Developer, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City including all labor, equipment, supplies, materials, and the like. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Developer outside of the easement for the on-site stormwater runoff management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this agreement be construed to impose any such obligation on the City.
5. This agreement shall be recorded among the land records of Craighead County, Arkansas and shall constitute a covenant running with the land, and shall be binding on the Developer, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowner association.
6. This Agreement is binding upon and inures to the benefit of the City, and the Developer, the Developer's successors and assigns, any property owners' association or homeowners' association created which pertains to all or any part of the property and any individual lot owner who has purchased all or any part of the property referred to in this Agreement. The terms of this Agreement are enforceable on all of the above parties.
7. In the event any party to this Maintenance Agreement must employ a lawyer to enforce the terms and obligations set out in this Agreement and litigation ensue, the prevailing party, as determined under Arkansas Law, shall be entitled to recover not only court costs as defined under Arkansas Law but all costs of litigation, including a reasonable attorney's fee.
8. This Agreement is the complete agreement and understanding between the parties who have executed this Agreement. There are no other agreements, either oral or written. All prior or contemporaneous statements, representations, or guarantees are declared void. This Agreement may be amended only by a written document signed by all parties.

Owner/Agent:	 <hr style="border: 0; border-top: 1px solid black;"/> Printed Name	 <hr style="border: 0; border-top: 1px solid black;"/> Signature	 <hr style="border: 0; border-top: 1px solid black;"/> Date
Owner/Agent:	<hr style="border: 0; border-top: 1px solid black;"/> Printed Name	<hr style="border: 0; border-top: 1px solid black;"/> Signature	<hr style="border: 0; border-top: 1px solid black;"/> Date

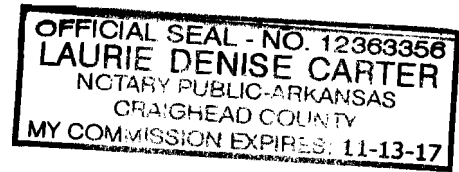
STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

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

WITNESS my hand and seal this 29 day of December 2011.

Laurie Denise Carter
Notary Public (Printed Name)

Laurie Denise Carter
Notary Public (Signature)



My Commission Expires: 11-13-17

Accepted by:

Mayor

Date

City Clerk

Date



Legislation Details (With Text)

File #:	RES-12:003	Version:	1	Name:	Amendment to track agreement with BNSF Railway
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	1/4/2012	In control:		In control:	Public Works Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A FIRST AMENDMENT TO INDUSTRIAL TRACK AGREEMENT				
Sponsors:	Engineering				
Indexes:	Contract				
Code sections:					
Attachments:	First Amendment to Industrial Track Agreement.pdf Exhibit A.pdf				

Date	Ver.	Action By	Action	Result
2/7/2012	1	Public Works Council Committee		

Title

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A FIRST AMENDMENT TO INDUSTRIAL TRACK AGREEMENT

Body

WHEREAS, the City of Jonesboro entered into an Industrial Track Agreement with BNSF Railway Company on July 7, 1989, for the maintenance and operation of certain track located at Nettleton, County of Craighead, State of Arkansas;

WHEREAS, the City of Jonesboro and BNSF Railway Company desire to amend the terms of the original Industrial Track Agreement as described in the attached First Amendment to Industrial Track Agreement and Exhibit A.

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

Section 1: That the City of Jonesboro shall enter into a First Amendment to Industrial Track Agreement with BNSF Railway Company.

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

FIRST AMENDMENT TO INDUSTRIAL TRACK AGREEMENT BN27696

THIS FIRST AMENDMENT TO INDUSTRIAL TRACK AGREEMENT ("First Amendment") is made to be effective the ___ day of _____, _____, (the "Effective Date"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("Railroad") and **CITY OF JONESBORO, ARKANSAS**, a municipality, ("Industry").

RECITALS:

A. Industry and Railroad entered into that certain Industrial Track Agreement dated July 7th, 1989 (the "Original ITA") regarding the maintenance and operation of certain track located at Nettleton, County of Craighead, State of Arkansas, ("Track") as more particularly described in the Original ITA. The Original ITA as modified by this First Amendment hereof shall be referred to herein as the "ITA".

B. Railroad and Industry desire to amend the terms of the Original ITA as described below.

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual covenants, premises, and agreements and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Effective immediately, Drawing No. 32843-430, dated June 3, 1988 and July 6, 1988, originally identified as Exhibit "A" to the Original ITA, is hereby replaced and superseded by Drawing No. 3-50648A-B, dated December 17, 2010 and revised February 7, 2011, marked **Exhibit "A"**, attached hereto and incorporated herein by this reference. Effective immediately, (i) "Railroad Track" as used in the Original ITA shall refer to the track shown heavy solid on Exhibit "A" attached hereto, (ii) "Industry Track" as used in the Original ITA shall refer to the track shown heavy hatched on Exhibit "A" attached hereto, and (iii) "Track" as used in the Original ITA shall collectively refer to the track shown heavy solid and the track shown heavy hatched on Exhibit "A" attached hereto.

2. Unless otherwise provided herein, all capitalized and/or defined terms herein shall have the same meaning given to such capitalized and/or defined terms in the Original ITA.

3. Except as amended hereby, all of the terms and provisions of the Original ITA are hereby reaffirmed and remain in full force and effect. In the event there is a conflict between the terms and provisions of the Original ITA and the terms and provisions of this First Amendment, the terms and provisions of this First Amendment shall control.

4. Industry agrees that Railroad is not currently in default under the ITA, nor does any condition exist which, with the passage of time alone, could constitute a default under the ITA. Industry agrees to fully and forever release and discharge Railroad from any claim whatsoever relating to any period covered by the ITA prior to the Effective Date above.

5. This First Amendment (i) shall be binding upon and inure to the benefit of Railroad and Industry and their respective legal representatives, successors and assigns; (ii) may be modified or amended only by a writing signed by each party hereto; and (iii) may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this First Amendment may also be exchanged via electronic facsimile machines and any electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date below each party's signature; to be effective, however, as of the Effective Date above.

RAILROAD

BNSF Railway Company

By: _____
Name: _____
Title: _____
Date: _____

INDUSTRY

City of Jonesboro, Arkansas

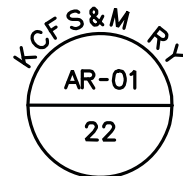
By: _____
Name: _____
Title: _____
Date: _____

Attest

EXHIBIT "A"

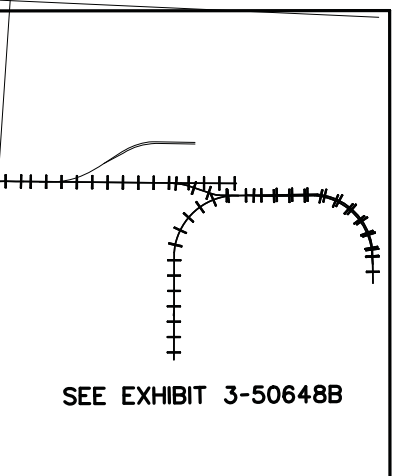
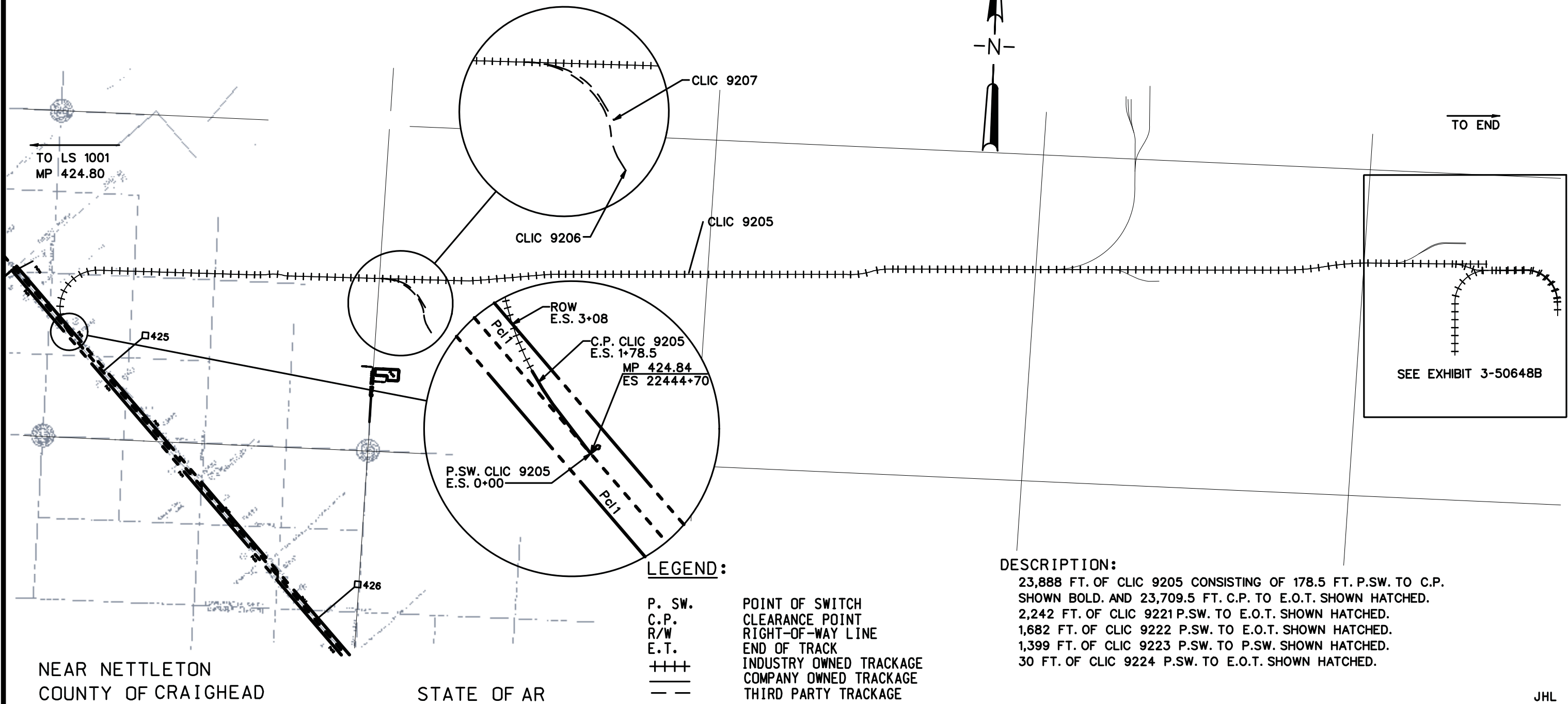
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
CITY OF JONESBORO

SCALE: 1 IN. = 1600 FT.
SPRINGFIELD DIV.
THAYER SOUTH SUBDIV. L.S. 1001
DATE 12/17/2010 REV. DATE 12/22/2011



SECTION: 26.25.30.29.28.27
TOWNSHIP: 14N
RANGE: 5E
MERIDIAN: 5PM

TRIM LINE



LEGEND:

- P. SW. POINT OF SWITCH
- C.P. CLEARANCE POINT
- R/W RIGHT-OF-WAY LINE
- E.T. END OF TRACK
- ++++ INDUSTRY OWNED TRACKAGE
- ===== COMPANY OWNED TRACKAGE
- THIRD PARTY TRACKAGE

DESCRIPTION:

23,888 FT. OF CLIC 9205 CONSISTING OF 178.5 FT. P.S.W. TO C.P. SHOWN BOLD. AND 23,709.5 FT. C.P. TO E.O.T. SHOWN HATCHED.
2,242 FT. OF CLIC 9221 P.S.W. TO E.O.T. SHOWN HATCHED.
1,682 FT. OF CLIC 9222 P.S.W. TO E.O.T. SHOWN HATCHED.
1,399 FT. OF CLIC 9223 P.S.W. TO P.S.W. SHOWN HATCHED.
30 FT. OF CLIC 9224 P.S.W. TO E.O.T. SHOWN HATCHED.

NEAR NETTLETON
COUNTY OF CRAIGHEAD

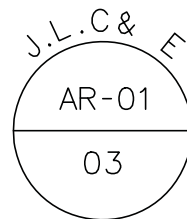
STATE OF AR

MAP REF. R66925

EXHIBIT "A"

ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
CITY OF JONESBORO

SCALE: 1 IN. = 200 FT.
SPRINGFIELD DIV.
THAYER SOUTH SUBDIV. L.S. 1001
DATE 12/17/2010 REV. DATE 12/22/2011

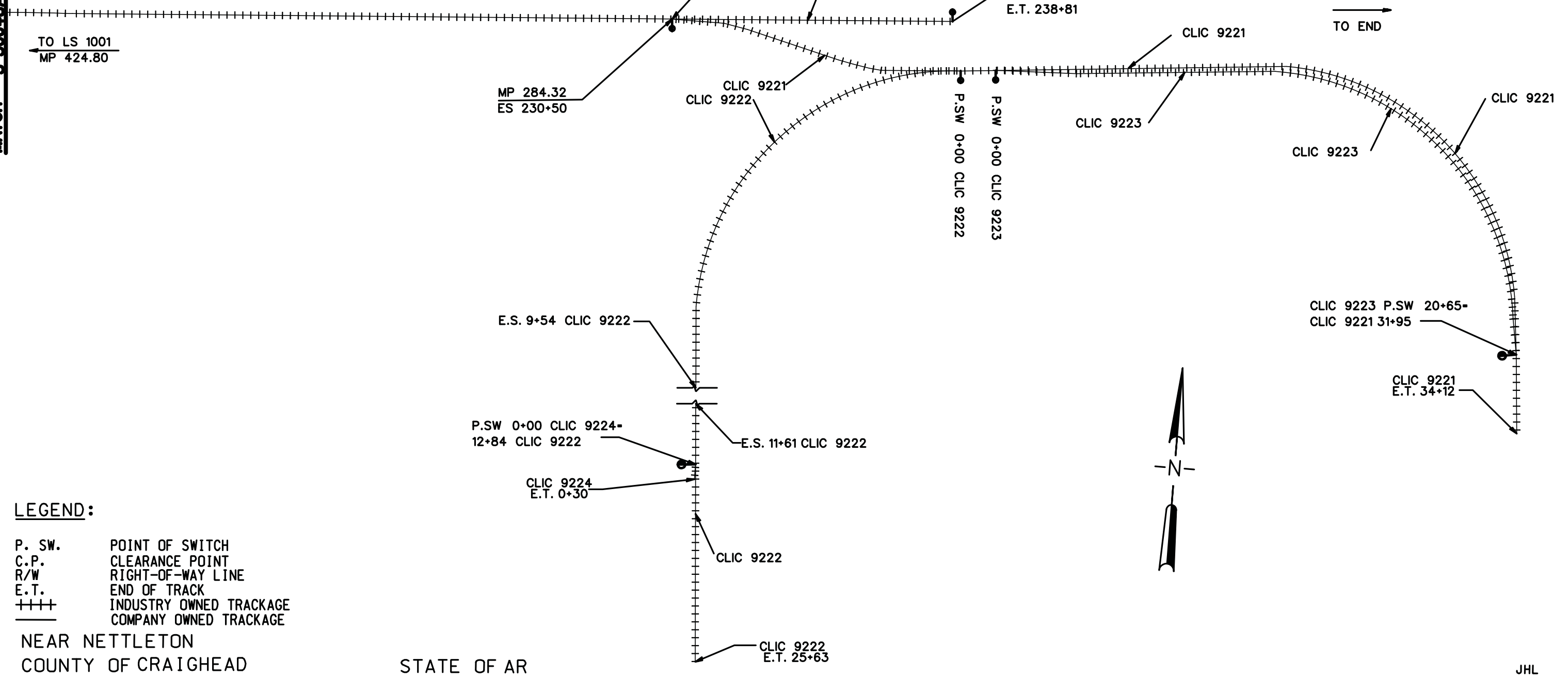


SECTION: 28.27
TOWNSHIP: 14N
RANGE: 05E
MERIDIAN: 5PM

TRIM LINE

MATCH 3-50648A

MAP REF. R66925



LEGEND:

- P. SW. POINT OF SWITCH
- C.P. CLEARANCE POINT
- R/W RIGHT-OF-WAY LINE
- E.T. END OF TRACK
- ++++ INDUSTRY OWNED TRACKAGE
- _____ COMPANY OWNED TRACKAGE

NEAR NETTLETON
COUNTY OF CRAIGHEAD

STATE OF AR

JHL



Legislation Details (With Text)

File #:	RES-12:004	Version:	1	Name:	Contract with Sports Center Training for advertising at Southside Softball
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	1/6/2012	In control:		In control:	Public Services Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH SPORTS CENTER TRAINING ACADEMY FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	Sports Center Training Academy				

Date	Ver.	Action By	Action	Result
2/15/2012	1	Public Services Council Committee		

title
A RESOLUTION TO CONTRACT WITH SPORTS CENTER TRAINING ACADEMY FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX
body
WHEREAS, the City of Jonesboro owns and maintains Southside Softball Complex located at 5301 Stadium Blvd;

WHEREAS, Sports Center Training Academy is seeking sponsorship recognition on one outfield sign at Southside Softball Complex; and

WHEREAS, Sports Center Training Academy 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 Sports Center Training Academy 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 Sports Center Training Academy (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this 17th Day of January, 2012 (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 **February 1st, 2012**.
 - A sum of **\$300.00** shall be paid on **February 1st, 2013**.
 - A sum of **\$300.00** shall be paid on **February 1st, 2014**.

- (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 Set forth below.

BY: **Sports Center Training Academy**

Name: Bobby Inley

Title: owner

Date: 1-5-12

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-12:005	Version:	1	Name:	Contract with Toy Castle for advertising at Southside Softball
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	1/6/2012	In control:		In control:	Public Services Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH TOY CASTLE OF JONESBORO FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	Toy Castle				

Date	Ver.	Action By	Action	Result
2/15/2012	1	Public Services Council Committee		

title

A RESOLUTION TO CONTRACT WITH TOY CASTLE OF JONESBORO FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

body

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

WHEREAS, Toy Castle of Jonesboro is seeking sponsorship recognition on one outfield sign at Southside Softball Complex; and

WHEREAS, Toy Castle of Jonesboro 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 Toy Castle of Jonesboro 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 Toy Castle of Jonesboro, AR (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this 17th Day of January, 2012 (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 **February 1st, 2012**.
 - A sum of **\$300.00** shall be paid on **February 1st, 2013**.
 - A sum of **\$300.00** shall be paid on **February 1st, 2014**.

- (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 Set forth below.

BY: **Toy Castle of Jonesboro, AR**

Name: Bobby Smiley

Title: owner

Date: 1-5-12

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-12:010	Version:	1	Name:	Contract with Zaxby's for Southside Complex sign sponsorship
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	1/26/2012	In control:		In control:	Public Services Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH ZAXBY'S INC. FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	Zaxby's Inc				

Date	Ver.	Action By	Action	Result
2/15/2012	1	Public Services Council Committee		

title
A RESOLUTION TO CONTRACT WITH ZAXBY'S INC. FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

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

WHEREAS, Zaxby's Inc. is seeking sponsorship recognition on one outfield sign at Southside Softball Complex; and

WHEREAS, Zaxby's Inc. 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 Zaxby's Inc. for the sponsorship of an 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 Zaxby's, Inc (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this 20th Day of January, 2012 (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 **February 1st, 2012**.
 - A sum of **\$300.00** shall be paid on **February 1st, 2013**.
 - A sum of **\$300.00** shall be paid on **February 1st, 2014**.

- (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: Zaxby's, Inc.

Name: Theresa Manley

Title: Director Sales/Marketing

Date: 1-24-2012

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-12:011	Version:	1	Name:	Contract with Families Inc. for Southside Complex sign sponsorship
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	1/26/2012	In control:		In control:	Public Services Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO CONTRACT WITH FAMILIES INC. FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	Families Inc				

Date	Ver.	Action By	Action	Result
2/15/2012	1	Public Services Council Committee		

title
A RESOLUTION TO CONTRACT WITH FAMILIES INC. FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

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

WHEREAS, Families Inc. is seeking sponsorship recognition on one outfield sign at Southside Softball Complex; and

WHEREAS, Families Inc. 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 Families Inc. for the sponsorship of an 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.

CUST.
#12993

EXHIBIT A

ADVERTISING AGREEMENT
FOR FIELD SIGN LOCATED AT
SOUTHSIDE SOFTBALL COMPLEX

This agreement is made by and between Families, Inc. (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this 17th Day of January, 2012 (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 **February 1st, 2012**.
 - A sum of **\$300.00** shall be paid on **February 1st, 2013**.
 - A sum of **\$300.00** shall be paid on **February 1st, 2014**.

- (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 Set forth below.

BY: **Families, Inc.**
Name: Shawn Taylor
Title: Director of Marketing
Date: 12/30/11

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-12:012	Version:	1	Name:	Maintenance agreement with Roger Cope for Lot #1 Cope's Addition
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	1/30/2012	In control:		In control:	Public Works Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR LOT #1 COPE'S ADDITION, A RESIDENTIAL DEVELOPMENT				
Sponsors:	Engineering				
Indexes:	Contract				
Code sections:					
Attachments:	Maintenance Agreement.pdf				

Date	Ver.	Action By	Action	Result
2/7/2012	1	Public Works Council Committee		

Title

A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR LOT #1 COPE'S ADDITION, A RESIDENTIAL DEVELOPMENT

Body

WHEREAS, the Section 112-157 of the Jonesboro Municipal Code requires that a Maintenance Agreement be executed between the Developer and the City prior to recording the final plat;

WHEREAS, Roger Cope has submitted a Maintenance Agreement for Stormwater Management Facilities for Lot #1 Cope's Addition development;

WHEREAS, the City Engineer and City Attorney have reviewed the attached Maintenance Agreement and find it to be in compliance with the Stormwater Management Regulations.

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

Section 1: That the City of Jonesboro accepts a Maintenance Agreement for Stormwater Management Facilities with Roger Cope and authorizes the filing of a record plat for Lot #1 Cope's Addition development.

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

**MAINTENANCE AGREEMENT
FOR STORMWATER MANAGEMENT FACILITIES**

Property Identification

Project Name: Lot #1 Cope's Addition
Project Address: 6201 S. Caraway Rd
Owner(s): Roger + Anna Cope
Owner Address: 109 Grayson Drive
City: Jonesboro State: AR Zip Code: 72404

In accordance with Section 112-157 of the Jonesboro Municipal Code, this agreement is made and entered into this 25 day of Jan, 2012, by and between the City of Jonesboro, an Arkansas municipal corporation, hereinafter called the "City" and Roger Cope, hereinafter called the "Developer".

WITNESSTH, that:

WHEREAS, The Developer is proceeding to build on and develop the property in accordance with the Stormwater Management Plan (the "Plan") approved by the City and the recorded plat (the "Plat") for LOTS 123 COPE'S ADDITION as recorded in the records of Craighead County, Arkansas.

WHEREAS, the City and the Developer, its successors and assigns, including any homeowner association, agree that the health, safety, and welfare of the residents of the City of Jonesboro, Arkansas require that on-site stormwater runoff management facilities be constructed and maintained on the property.

WHEREAS, the City requires that on-site stormwater runoff management facilities as shown on the plan be constructed and adequately maintained by the Developer, its successors and assigns, including any homeowner association.

WHEREAS, adequate maintenance is defined herein as the general upkeep of the facilities, specifically the mowing and trimming of grasses or other vegetative cover and the removal of litter and other minor debris that could impact the functionality of the facility or that would otherwise be considered unsightly or a nuisance.

WHEREAS, the City of Jonesboro shall be responsible, after construction and final acceptance of the development, for the operation and long-term maintenance of all drainage structures and improved watercourses which are part of the City of Jonesboro Stormwater Management System and which are not constructed and maintained by or under the jurisdiction of any State or Federal agency.

WHEREAS, Long-term maintenance is defined herein as the removal of sediment deposits, re-grading or shaping of embankments, drainage channels, and detention areas, and the repair or replacement of piping networks, and other underground drainage structures.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties agree as follows:

1. The on-site stormwater runoff management facilities shall be constructed by the Developer, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Developer, its successors and assigns, including any homeowner association, shall adequately maintain the on-site stormwater runoff management facilities.
3. The Developer, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property to inspect and perform long-term maintenance of the on-site stormwater runoff management facilities whenever the City deems necessary.
4. In the event the Developer, its successors and assigns, fails to adequately maintain the stormwater runoff management facilities, the City may enter upon the Property upon thirty (30) days written notification or earlier, if deemed an emergency, and take whatever steps necessary to correct the deficiencies and charge the costs of such corrective action to the Developer, its successors and assigns. The Developer, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City including all labor, equipment, supplies, materials, and the like. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Developer outside of the easement for the on-site stormwater runoff management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this agreement be construed to impose any such obligation on the City.
5. This agreement shall be recorded among the land records of Craighead County, Arkansas and shall constitute a covenant running with the land, and shall be binding on the Developer, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowner association.
6. This Agreement is binding upon and inures to the benefit of the City, and the Developer, the Developer's successors and assigns, any property owners' association or homeowners' association created which pertains to all or any part of the property and any individual lot owner who has purchased all or any part of the property referred to in this Agreement. The terms of this Agreement are enforceable on all of the above parties.
7. In the event any party to this Maintenance Agreement must employ a lawyer to enforce the terms and obligations set out in this Agreement and litigation ensue, the prevailing party, as determined under Arkansas Law, shall be entitled to recover not only court costs as defined under Arkansas Law but all costs of litigation, including a reasonable attorney's fee.
8. This Agreement is the complete agreement and understanding between the parties who have executed this Agreement. There are no other agreements, either oral or written. All prior or contemporaneous statements, representations, or guarantees are declared void. This Agreement may be amended only by a written document signed by all parties.

Owner/Agent: Roger Cope
1/25/2012
 Date

Roger Cope
 Signature

Owner/Agent: _____

Date

Printed Name

Signature

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

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

WITNESS my hand and seal this 27th day of January, 2012.

SHERRY L. TURMAN
Notary Public (Printed Name)



Sherry L. Turman
Notary Public (Signature)

My Commission Expires: June 29, 2012

Accepted by:

Mayor

Date

City Clerk

Date



Legislation Details (With Text)

File #: RES-12:023 **Version:** 1 **Name:** Contract with All Scapes for sign sponsorship at Southside Complex
Type: Resolution **Status:** Recommended to Council
File created: 2/6/2012 **In control:** Public Services Council Committee
On agenda: **Final action:**
Title: A RESOLUTION TO CONTRACT WITH ALL SCAPES FOR SPONSORSHIP OF TWO SCOREBOARD SIGN'S AT SOUTHSIDE SOFTBALL COMPLEX
Sponsors: Parks & Recreation
Indexes: Contract
Code sections:
Attachments: [All Scapes](#)

Date	Ver.	Action By	Action	Result
2/15/2012	1	Public Services Council Committee		

title
A RESOLUTION TO CONTRACT WITH ALL SCAPES FOR SPONSORSHIP OF TWO SCOREBOARD SIGN'S AT SOUTHSIDE SOFTBALL COMPLEX

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

WHEREAS, All Scapes is seeking sponsorship recognition on two scoreboard sign's at Southside Softball Complex; and

WHEREAS, All Scapes is sponsoring the two scoreboard sign's for the sum of \$1,000 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 All Scapes 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 All Scapes, LLC (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this 06th Day of February, 2012 (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 two 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 **\$3000.00**.
A sum of **\$1000.00** shall be paid on **March 5, 2012**.
A sum of **\$1000.00** shall be paid on **March 5, 2013**.
A sum of **\$1000.00** shall be paid on **March 5, 2014**.

- (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 year at the sponsorship rate to be negotiated at the time of the renewal.
- (4) It is agreed that the CITY 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 two 20" x 7' signs 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 Set forth below.

BY: All Scapes/LLC
Name: Tony Walker
Title: Owner
Date: 2-5-12

CITY OF JONESBORO

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

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-12:024	Version:	1	Name:	Contract with Southern Bank for sign sponsorship at Southside Complex
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	2/6/2012	In control:		In control:	Public Services Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO CONTRACT WITH SOUTHERN BANK FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	Southern Bank				

Date	Ver.	Action By	Action	Result
2/15/2012	1	Public Services Council Committee		

title
A RESOLUTION TO CONTRACT WITH SOUTHERN BANK FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

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

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

WHEREAS, Southern Bank 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 Southern Bank 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 Southern Bank (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this 30th Day of January, 2012 (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 **March 1st, 2012**.
 - A sum of **\$300.00** shall be paid on **March 1st, 2013**.
 - A sum of **\$300.00** shall be paid on **March 1st, 2014**.

- (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 Set forth below.

BY: **Southern Bank**
Name: [Signature]
Title: President
Date: 2-3-12

CITY OF JONESBORO

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

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #: RES-12:026 **Version:** 1 **Name:** Contract with Holiday Inn for sign sponsorship at Joe Mack Campbell

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

File created: 2/7/2012 **In control:** Public Services Council Committee

On agenda: **Final action:**

Title: A RESOLUTION TO CONTRACT WITH HOLIDAY INN FOR SPONSORSHIP OF A CONCESSION STAND SIGN AT JOE MACK CAMPBELL PARK

Sponsors: Parks & Recreation

Indexes: Contract

Code sections:

Attachments: [Holiday Inn Joe Mac](#)

Date	Ver.	Action By	Action	Result
2/15/2012	1	Public Services Council Committee		

title

A RESOLUTION TO CONTRACT WITH HOLIDAY INN FOR SPONSORSHIP OF A CONCESSION STAND SIGN AT JOE MACK CAMPBELL PARK

body

WHEREAS, the City of Jonesboro owns and maintains Joe Mack Campbell Park located at 3021 Dan Avenue;

WHEREAS, Holiday Inn is seeking sponsorship recognition on one concession stand sign at Joe Mack Campbell Park; and

WHEREAS, Holiday Inn is sponsoring the concession stand sign for the sum of \$1,000 for a period of 1 year;

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 Holiday Inn for the sponsorship of one concession stand sign at Joe Mack Campbell Park. 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 CONCESSION STANDS LOCATED AT JOE MACK CAMPBELL PARK

This agreement is made by and between **Holiday Inn** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this **1st** Day of **March, 2012** (the "Effective Date").

WHEREAS, the CITY is the owner of certain public park amenities known as "Joe Mack Campbell Park", 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 concession stands 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 **one year** commencing on the Effective Date and ending at midnight on the first 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 name shall be put on a sign to be erected at the concession stand at the FACILITY for a period of **one year** at the price of **\$1,000.00 per sign**.
- (2) It is agreed between the CITY and the SPONSOR that the sign size shall be 36 x 72 and the CITY will be responsible for the maintenance and upkeep of the sign. In addition CITY will pay for the sign including any graphics on the sign. However, it shall be the responsibility of the SPONSOR to bear any expense should changes be requested to the sign during the term of this agreement.

DK

It is agreed between the parties that the SPONSOR shall pay over a period of 1 year for the sign and sponsorship the total sum of \$1,000.00.

A sum of \$1,000.00 shall be paid on March 1st, 2012.

- (3) It is agreed that the CITY reserves the right to remove SPONSOR'S sign and obtain a new sponsor in the event of failure of payment on the part of the SPONSOR.

III. Assignability and Exclusivity

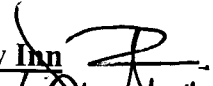
This agreement is a privilege for the benefit of SPONSOR only and may not be assigned in whole or in part by SPONSOR to any other person or entity.

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 that 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.

DF

By: Holiday Inn 
Name: M. J. [unclear]
Title: Dir. Sales & Marketing
Date: 1/25/12

CITY OF JONESBORO

By: _____
Name: _____
Title: _____
Date: _____





Legislation Details (With Text)

File #:	RES-12:027	Version:	1	Name:	Contract with Simmons First Bank for sign sponsorship at Southside Complex
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	2/7/2012	In control:		In control:	Public Services Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO CONTRACT WITH SIMMONS FIRST BANK FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	Simmons First Bank				

Date	Ver.	Action By	Action	Result
2/15/2012	1	Public Services Council Committee		

title

A RESOLUTION TO CONTRACT WITH SIMMONS FIRST BANK FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

body

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

WHEREAS, Simmons First Bank is seeking sponsorship recognition on one outfield sign at Southside Softball Complex; and

WHEREAS, Simmons First Bank 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 Simmons First Bank 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 Simmons Bank (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this 7th Day of February, 2012 (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 **March 1st, 2012**.
 - A sum of **\$300.00** shall be paid on **March 1st, 2013**.
 - A sum of **\$300.00** shall be paid on **March 1st, 2014**.

- (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 Set forth below.

BY: **Simmons Bank**
Name: Barry Ledbetter
Title: Pres. & CEO
Date: 2/7/12

CITY OF JONESBORO

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

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #: ORD-12:004 **Version:** 1 **Name:** Waive bidding and purchase an excavator for the Street Department
Type: Ordinance **Status:** First Reading
File created: 1/23/2012 **In control:** Public Works Council Committee
On agenda: **Final action:**
Title: AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE PURCHASE OF A USED CATERPILLAR 320DL 9H HYDRAULIC EXCAVATOR FOR THE STREET DEPARTMENT; AND TO DECLARE AN EMERGENCY TO EXPEDITE THE PURCHASE OF THE EQUIPMENT IN ORDER TO PERFORM DITCH WORK
Sponsors: Streets
Indexes: Property purchase - other, Waive competitive bidding
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
2/7/2012	1	Public Works Council Committee		

Title
AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE PURCHASE OF A USED CATERPILLAR 320DL 9H HYDRAULIC EXCAVATOR FOR THE STREET DEPARTMENT; AND TO DECLARE AN EMERGENCY TO EXPEDITE THE PURCHASE OF THE EQUIPMENT IN ORDER TO PERFORM DITCH WORK

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

SECTION ONE: That the Street Department of the City of Jonesboro needs to purchase a used 2011 CATERPILLAR 320DL 9H HYDRAULIC EXCAVATOR, serial number OPSN00495.

SECTION TWO: That said equipment may be purchased from J.A. Riggs, 3701 E. Parker Road, Jonesboro, AR 72404, for the sum of \$145,000.00, to be paid from the Street Department’s 2012 fixed assets account with no budget increases required.

SECTION THREE: That the City Council in accord with the terms of A.C.A. Section 14-58-302 hereby waives the requirement of competitive bidding and directs the Purchasing Agent to purchase the above described used equipment for the price set forth in Section 2 above.

SECTION FOUR: It is further found that due to immediate need to acquire this equipment for ditch work, an emergency is declared to exist and this ordinance being necessary for the preservation of the public peace, health and safety, it shall take effect from and after its passage and approval.



Legislation Details (With Text)

File #:	ORD-12:006	Version:	1	Name:	Annexation west of Hwy 49 North, 0.1 miles north of Farrville Curve
Type:	Ordinance	Status:		Status:	First Reading
File created:	2/16/2012	In control:		In control:	City Council
On agenda:		Final action:			
Title:	AN ORDINANCE ACCEPTING THE ANNEXATION OF THE OAK SUBDIVISION AND CERTAIN OTHER TERRITORY TO THE CITY OF JONESBORO, ARKANSAS, AND MAKING SAME A PART OF THE CITY OF JONESBORO, ARKANSAS, AMENDING THE ZONING ORDINANCE OF JONESBORO, ARKANSAS, AND ASSIGNING SAME TO WARDS				
Sponsors:					
Indexes:	Annexation				
Code sections:					
Attachments:	Plat A Plat B MAPC Report Amended Order Approving Annexation Order Approving Annexation Petition for Annexation Petition to amend order approving annexation Memo from Mayor Perrin				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

title
AN ORDINANCE ACCEPTING THE ANNEXATION OF THE OAK SUBDIVISION AND CERTAIN OTHER TERRITORY TO THE CITY OF JONESBORO, ARKANSAS, AND MAKING SAME A PART OF THE CITY OF JONESBORO, ARKANSAS, AMENDING THE ZONING ORDINANCE OF JONESBORO, ARKANSAS, AND ASSIGNING SAME TO WARDS

body
WHEREAS, a Petition was filed with the County Clerk of Craighead County, Arkansas, by the majority of the acreage and owners of the hereinafter described territory, praying that said territory be annexed to, and made a part of the City of Jonesboro, Arkansas; and

WHEREAS, on December 13, 2011, the County Court of Craighead County, Arkansas, found that the Petition was signed by a majority of the real estate owners in said territory; that said territory was depicted on an accurate map of said territory (the "Map"), filed with and made a part of the said Petition, showing the Property to be contiguous and adjoining the present corporate limits of the City of Jonesboro, Arkansas; that proper notice had been given for the time and in the manner prescribed by law, and in all things pertaining thereto had been done in a manner prescribed by law, and that said lands and territories should be annexed to and made a part of the City of Jonesboro, Arkansas, subject to the acceptance of same by the City Council of said City at the proper time, as provided by law; and

WHEREAS, the time fixed by law for appealing from said order of annexation made by the County Court has

expired and no appeal has been taken from said order; and

WHEREAS, the Jonesboro Metropolitan Area Planning Commission has recommended proper zoning of the said lands upon annexation approved by the City of Jonesboro, Arkansas; and

WHEREAS, it appears to the City Council that all applicable laws of the State of Arkansas and of the City of Jonesboro have been complied with in presenting this ordinance to the City Council.

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

SECTION I: The following described lands and territory contiguous and adjoining the City of Jonesboro, Arkansas, is hereby accepted as part of and annexed to and made a part of the City of Jonesboro, Arkansas:

Tract 1

PART OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST QUARTER CORNER OF SECTION 1 AFORESAID; THENCE SOUTH 89° 15'06" WEST, 296.16 FEET TO A POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY #49, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 33°12'50" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE 767.84 FEET; THENCE SOUTH 39°55'26" WEST, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 171.17 FEET; THENCE SOUTH 19°23'07" WEST, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 133.88 FEET; THENCE SOUTH 33°12'50" WEST, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 772.35 FEET TO A POINT LYING ON THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2,197.76 FEET, A CHORD BEARING OF SOUTH 34°17'59" WEST AND A CHORD DISTANCE OF 82.58 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 2°09'10", A DISTANCE OF 82.58 FEET TO THE END OF SAID CURVE; THENCE SOUTH 40°53'05" WEST, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 369.27 FEET; THENCE SOUTH 49°52'48" WEST, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 336.35 FEET; THENCE SOUTH 60°50'46" WEST, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 273.33 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF THE MINOR PLAT OF A+ MINI STORAGE (BOOK "C", PAGE 200) AND THE CENTERLINE OF BRIDGER CREEK; THENCE NORTH 23°11'58" WEST, ALONG THE CENTERLINE OF SAID BRIDGER CREEK AND ALONG SAID EASTERLY LINE, DEPARTING FROM SAID WESTERLY RIGHT-OF-WAY LINE, 420.43 FEET; THENCE NORTH 84°39'47" WEST, CONTINUING ALONG SAID CENTERLINE AND SAID EASTERLY LINE, 93.20 FEET; THENCE NORTH 22°11'47" WEST, CONTINUING ALONG SAID CENTERLINE AND ALONG SAID EASTERLY LINE, 123.30 FEET; THENCE NORTH 43°43'47" WEST, CONTINUING ALONG SAID CENTERLINE AND ALONG SAID EASTERLY LINE, 203.50 FEET; THENCE NORTH 56°33'47" WEST, CONTINUING ALONG SAID CENTERLINE AND ALONG SAID EASTERLY LINE, 59.40 FEET; THENCE SOUTH 82° 34'11" WEST, CONTINUING ALONG SAID CENTERLINE AND ALONG SAID EASTERLY LINE, 80.50 FEET TO A POINT LYING ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 1 AFORESAID; THENCE NORTH 00°49'13" EAST, ALONG SAID WEST LINE, 1,534.44 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 1; THENCE NORTH 89° 15'06" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 1, 2,335.39 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 3,277,229 SQ. FT. OR 75.23 ACRES, MORE OR LESS.

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

Tract 2

PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 14 NORTH, RANGE 4 EAST AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 14 NORTH, RANGE 5 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST QUARTER CORNER OF SECTION 1 AFORESAID; THENCE SOUTH 89° 15'06" WEST, 296.16 FEET TO A POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY #49; THENCE NORTH 33°12'50" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 1,051.08 FEET TO THE POINT OF BEGINNING; THENCE NORTH 62°16'57" WEST, DEPARTING FROM SAID WESTERLY RIGHT-OF-WAY LINE, 292.59 FEET TO A POINT LYING ON THE EAST LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE NORTH 01°10'29" EAST, ALONG SAID EAST LINE, 286.88 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE SOUTH 89°14'17" WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1, 2,644.36 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE NORTH 00°36'15" EAST, ALONG THE WEST LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1, 1,311.60 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE NORTH 89°31'35" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1, 2,657.00 FEET TO THE NORTHEAST CORNER OF SAID SECTION 1; THENCE NORTH 89°31'38" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 14 NORTH, RANGE 5 EAST AFORESAID, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY #49 AFORESAID; THENCE SOUTH 01°12'35" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 16.44 FEET; THENCE SOUTH 56°47'38" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 25.00 FEET; THENCE SOUTH 33°12'50" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE 150.14 FEET; THENCE SOUTH 34°51'02" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE 350.14 FEET; THENCE SOUTH 27°30'12" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 150.75 FEET; THENCE SOUTH 33°12'50" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE 1381.02 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 4,831,720 SQ. FT. 110.92 ACRES, MORE OR LESS.

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

(collectively, Tract 1 and Tract 2 will be referred to as the "Territory").

SECTION II: That the above described Territory shall be annexed to and made a part of Ward Three (3) of the City of Jonesboro, Arkansas, and the same shall henceforth be a part of said ward as fully as existing parts of said ward.

SECTION III: The Zoning Ordinance of the City of Jonesboro, Arkansas, codified as Chapter 117 of the

Jonesboro Municipal Code, should be, and it hereby is amended so that the individual parcels within the Territory are zoned as requested and depicted in the Map, more specifically:

A. Tract 1. All of Tract 1 is zoned as the RS-4 classification, except the following parcels (fronting Highway 49 North) are zoned the "C-3" classification:

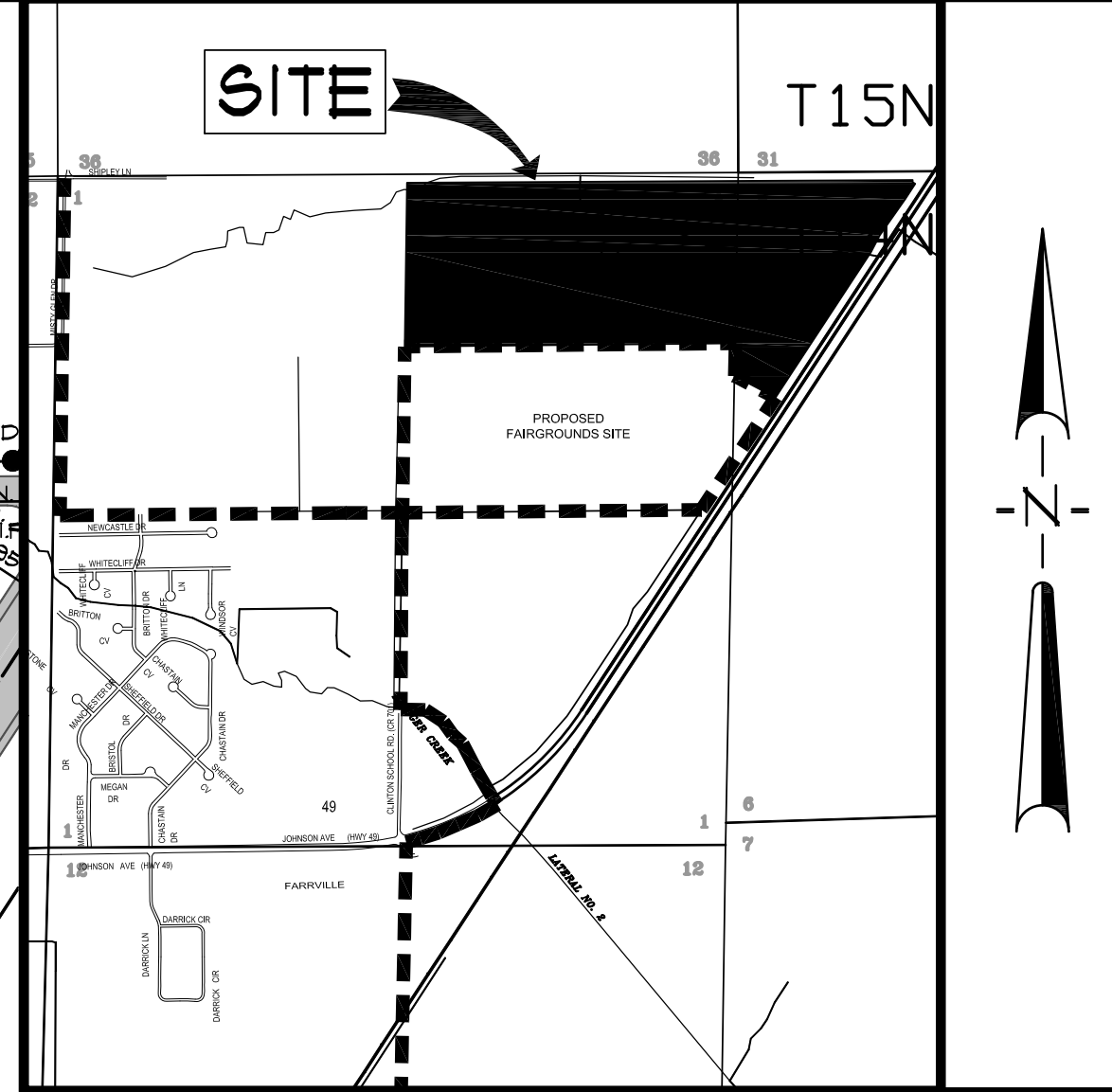
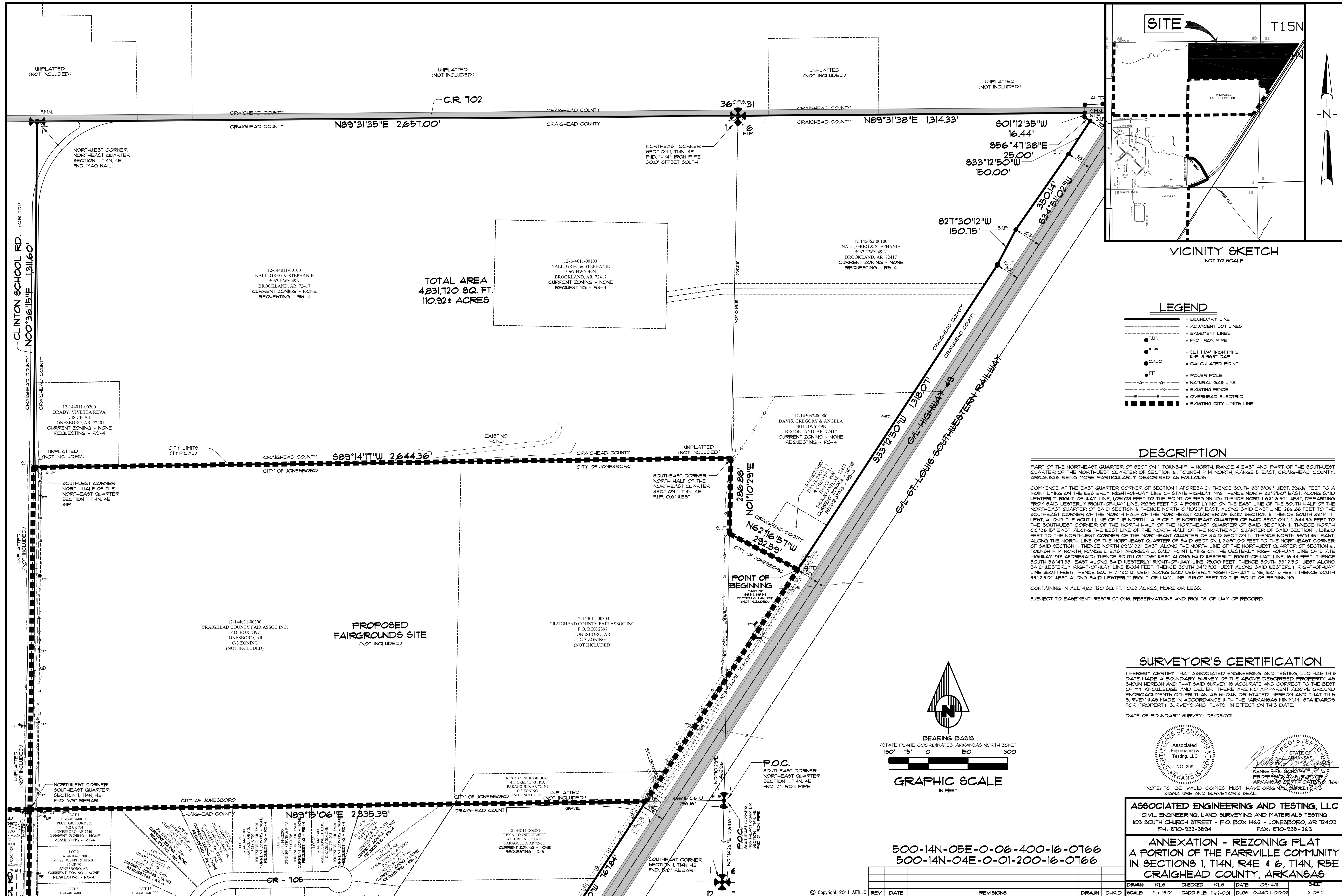
Parcel No.12-144014-00600 (Rex and Connie Gilbert)
Parcel No.12-144014-00900 (Rex and Connie Gilbert)
Parcel No.12-144014-01200 (CEO ASSOCIATES LLC)
Parcel No.12-144014-01300 (JORDYN-COLE, INC)
Parcel No.12-144014-01400 (ARKLA GAS COMPANY)
Parcel No.12-144014-00500 (Marcus and Rhonda Pruitt)
Parcel No.12-144014-00700 (Marcus and Rhonda Pruitt)
Parcel No.12-144014-00300 (Galen A. Rottinghaus)

B. Tract 2. All of Tract 2 is zoned the "RS-4" classification.

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

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

SECTION VI: Because of the need to quickly regulate and enforce the limitations, restrictions, and requirements of the zoning and building laws in the City of Jonesboro, and in order to ensure safe and consistent planning, construction and development, this Ordinance is necessary for the preservation of the public peace, health, comfort, convenience, morals, safety and welfare of the City of Jonesboro, Arkansas, and an emergency is therefore declared to exist and this Ordinance shall be in full force and effect from the date of its adoption.



- LEGEND**
- BOUNDARY LINE
 - - - ADJACENT LOT LINES
 - - - EASEMENT LINES
 - F.I.P.
 - S.I.P.
 - CALC.
 - P.P.
 - - - NATURAL GAS LINE
 - - - EXISTING FENCE
 - - - OVERHEAD ELECTRIC
 - EXISTING CITY LIMITS LINE

DESCRIPTION

PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 14 NORTH, RANGE 4 EAST AND PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 14 NORTH, RANGE 5 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST QUARTER CORNER OF SECTION 1 AFORESAID; THENCE SOUTH 89°15'06" WEST 236.16 FEET TO A POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY #49; THENCE NORTH 33°12'50" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 109.08 FEET TO THE POINT OF BEGINNING; THENCE NORTH 62°16'51" WEST, DEPARTING FROM SAID WESTERLY RIGHT-OF-WAY LINE, 292.58 FEET TO A POINT LYING ON THE EAST LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE NORTH 0°12'35" EAST, ALONG SAID EAST LINE, 286.88 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE SOUTH 89°14'11" WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1, 2,644.36 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE NORTH 0°03'36" EAST, ALONG THE WEST LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1, 1,316.60 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE NORTH 89°31'33" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1, 2,691.00 FEET TO THE NORTHEAST CORNER OF SAID SECTION 1; THENCE NORTH 89°31'33" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 14 NORTH, RANGE 5 EAST AFORESAID, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY #49 AFORESAID; THENCE SOUTH 01°12'35" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 16.44 FEET; THENCE SOUTH 56°41'38" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 25.00 FEET; THENCE SOUTH 33°12'50" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 150.00 FEET; THENCE SOUTH 21°30'12" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 150.75 FEET; THENCE SOUTH 33°12'50" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 138.01 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 4,831,720 SQ. FT. 110.92 ACRES, MORE OR LESS.

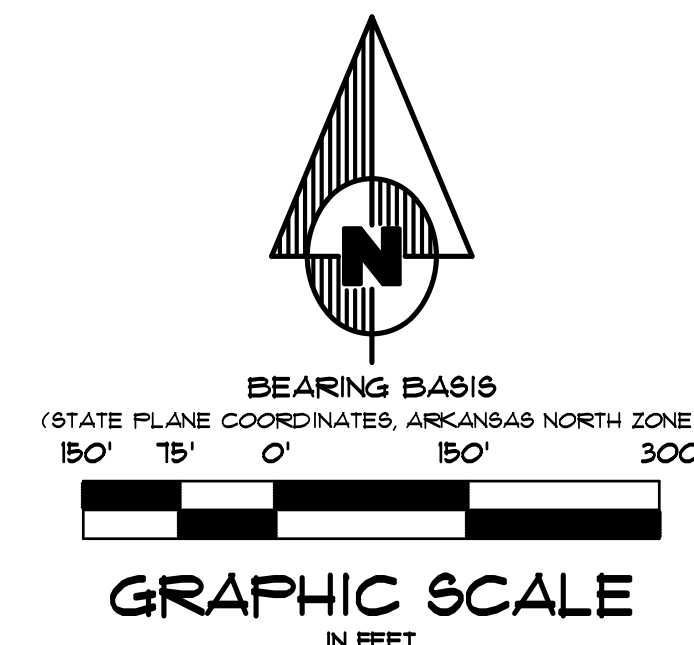
SUBJECT TO EASEMENT, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

SURVEYOR'S CERTIFICATION

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

DATE OF BOUNDARY SURVEY: 09/08/2011

Associated Engineering & Testing, LLC
 No. 299
 STATE OF ARKANSAS
 REGISTERED SURVEYOR
 KENNETH SCARF
 ARKANSAS CERTIFICATE NO. 766
 SIGNATURE AND SURVEYOR'S SEAL



ASSOCIATED ENGINEERING AND TESTING, LLC
 CIVIL ENGINEERING, LAND SURVEYING AND MATERIALS TESTING
 103 SOUTH CHURCH STREET - P.O. BOX 1462 - JONESBORO, AR 72403
 PH: 810-932-5594 FAX: 810-935-1263

ANNEXATION - REZONING PLAT
 A PORTION OF THE FARRVILLE COMMUNITY
 IN SECTIONS 1, T14N, R4E & 6, T14N, R5E
 CRAIGHEAD COUNTY, ARKANSAS

DRAWN: KLS	CHECKED: KLS	DATE: 09/14/11	SHEET
SCALE: 1" = 150'	CADD FILE: 1162-001	DWG#: 041401-0002	2 OF 2



City of Jonesboro City Council
Staff Report – AZ 12-01: Farrville Community Annexation
Huntington Building - 900 W. Monroe
For Consideration by the Council on February 21, 2012

REQUEST: To consider an annexation of property containing approximately 186.16 acres more or less and a rezoning from County Land to C-3 General Commercial and RS-4 Single Family as recommended by the MAPC.

PURPOSE: A request to consider an approval by the Metropolitan Area Planning Commission forwarded to the City Council for final action.

APPLICANT/ OWNER: Ralph W. Waddell, Attorney for Petitioners, P.O. Box 1700, Jonesboro, AR (See Petition attached)

LOCATION: 0.1 miles north of Farrville Curve on the west side of Highway 49 North. West boundary is CR 701; North boundary is CR 702 (Proposed Fairgrounds property is not included).

SITE DESCRIPTION:

Tract Size:	Approx. 186.16 acres
Frontage:	Approx. 2,846.04 ft. on CR 701; Approx. 3,971.33 ft. on CR 702; and approx. 2,560 linear ft. of CR705 (Oak Subdivision).
Topography:	Flat to sloping terrain
Existing Developmt.:	The subject property consists of existing businesses, a residential subdivision and large tract rural/single family residential.

SURROUNDING CONDITIONS:	<u>ZONE</u>	<u>LAND USE</u>
North:	Rural	Not in City Limits
South:	R-1, C-3, I-1	General Commercial/Residential
East:	Commercial	Not in City Limits
West:	Rural	Developing/ Single Family Subdivision

HISTORY: County Judge Order was filed on December 13, 2011 approving the release of the lands into the City of Jonesboro, AR (See Attachment). On April 19, 2011 Council approved Fairgrounds annexation under ORD 11:026 as C-3 General Commercial (not included in this case)

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

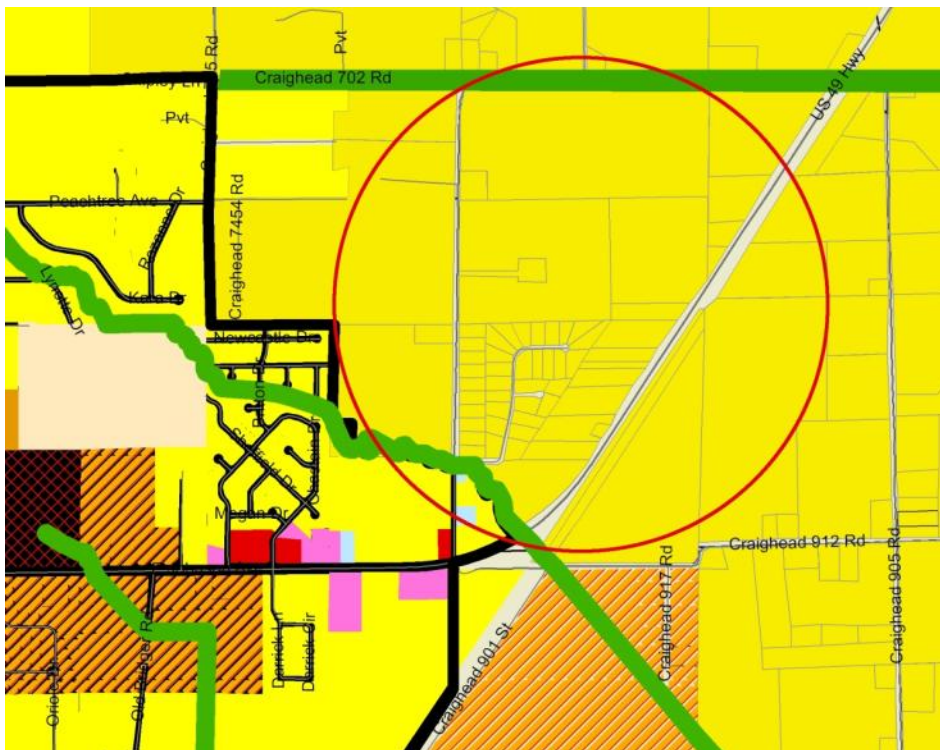
Approval Criteria- Section 117-34- Amendments:

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

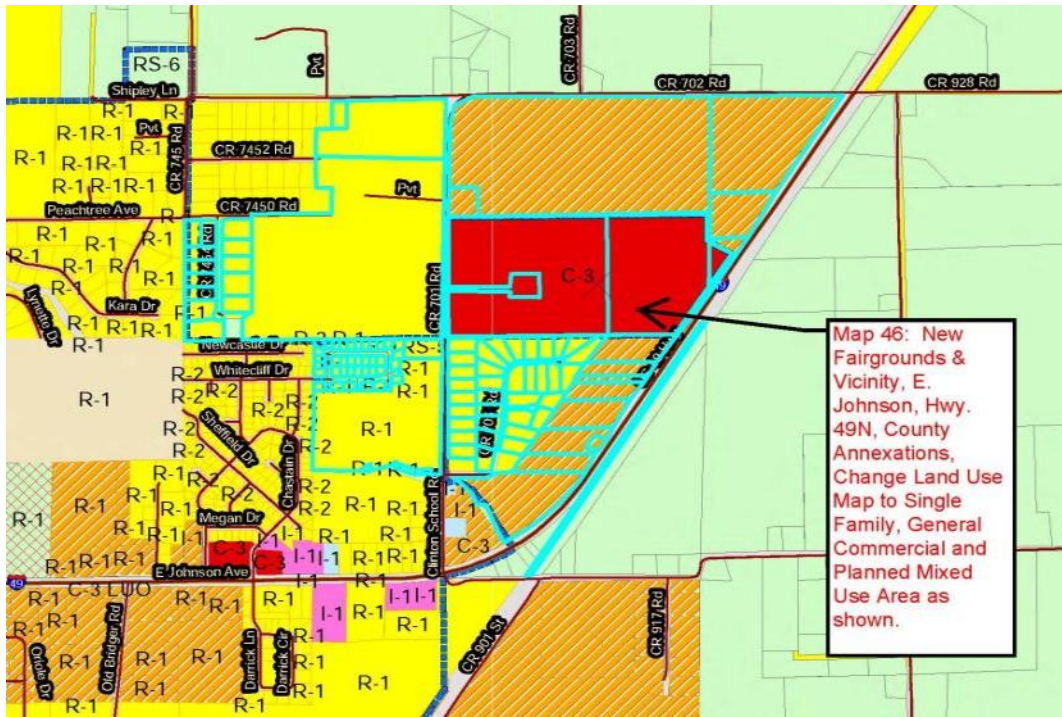
- (a) Consistency of the proposal with the Comprehensive Plan
- (b) Consistency of the proposal with the purpose of the zoning ordinance.
- (c) Compatibility of the proposal with the zoning, uses and character of the surrounding area;
- (d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;
- (e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property;
- (f) Length of time the subject property has remained vacant as zoned, as well as its zoning at the time of purchase by the applicant; and
- (g) Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, and emergency medical services.

COMPREHENSIVE PLAN FUTURE LAND USE MAP

The Future Land Use Map adopted on January 5, 2010 shows this area to be within the Northeast Sector and to be recommended as a Low Density Single Family Residential. Pending Land Use Updates are being considered by the Land Use Advisory Committee, MAPC and Council. The areas fronting along Highway 49 will most-likely continue to develop as Commercial. Planned Mixed Use Area should be considered in the future as we study the Land Use map, to promote change that will occur in an orderly fashion with consideration of buffering and access management. The core residential uses should be preserved as Single Family on the new Land Use updates also. The Planned Mixed Use area should progress in the future as some form of planned district that could include Commercial, Office Uses, service oriented uses as well as some level of residential.



CURRENT LAND USE MAP - 2010



Possible Area Land Use Changes



Vicinity Map/ Current Zoning Map

Master Street Plan Review:

The Jonesboro Master Street Plan adopted on January 5, 2010 shows Highway 49N to be a Principal Arterial. The subject property fronts on County Road 701 (Clinton School Rd.), and County Road 702. CR 705 falls within Oak Subdivision which will become a City Street in entirety including a 350- ft. Cove Street. The street names may need to be reassigned with a City Identifier. Neither of these streets is improved to City standards with curb and gutter. County Road 701 and County Road 702 will most-likely continue to function as Collector Roads in the future; therefore, 40 ft. from Center line may be needed on the larger tract to the north, petitioned for RS-4 containing 110.92 +/- acres.

Road Conditions: Hwy. 49 N-Paved, CR 702 Paved; CR 705 Paved no curb/gutter; CR 701 Paved no curb/gutter to north line of Oak Subdivision- Gravel to the north to CR 702.

Findings:

The proposed annexation has been forthcoming since the 78.66 acres were recently annexed for the new NEA Fairgrounds location (April 2011), with the addition of the acreage to the north of the fairgrounds. All of the requested zone changes attributed with the subject properties are equivalent to current land uses. This annexation will promote clarity within the Jonesboro City Limits Boundary in the incorporated areas in the immediate vicinity. The Oak Subdivision as well as the commercial properties along Highway 49 will close the gap for mapping purposes. Land Use recommendations are clarified in the above findings.

The Oak Subdivision is a platted subdivision formerly approved by Craighead County. A total of 37 single family lots will be taken into the City Limits as part of this petition. The new zoning classification of RS-4 has the following lot constraint requirements:

<i>Zoning</i>	<i>Minimum</i>		<i>Front</i>	<i>Rear</i>	<i>Side</i>
<i>Classifica- tion</i>	<i>Lot Width (in feet)</i>	<i>Minimum Lot Area</i>	<i>Setback (in feet)</i>	<i>Setback (in feet)</i>	<i>Setback (in feet)</i>
RS-4	80	10,890 s.f.	25	25	7.5 each

The Oak Subdivision lots will be in compliance with the minimum standards if the annexation/ rezoning is approved. Utilities servicing the property are being provided by other sources. The single family lots will gain City services such as: Trash pickup, fire and police, and street maintenance along City public/dedicated right of ways. ACA Section 14-40-606. **Rights and privileges of new inhabitants**, states: As soon as the resolution or ordinance declaring the annexation has been adopted or passed, the territory shall be deemed and taken to be a part and parcel of the limits of the city or incorporated town, and the inhabitants residing therein shall have and enjoy all the rights and privileges of the inhabitants within the original limits of the city or incorporated town.

All annexed lots being zoned C-3 General Commercial shall be in compliance of the C-3 General Commercial standards and will be subject to all City Ordinances in effect for any new improvements. City service noted above, will be provided excluding commercial trash pick-up.

<i>Bulk Dimension Requirements for C-3</i>
<i>Minimum lot size</i>
Nonresidential uses (sq. ft.) 6,500
Minimum lot width (all uses) 50'
Minimum lot depth (all uses) 100'
<i>Street setback</i>
Nonresidential uses 25'
Interior side set-back 10'
<i>Rear setback</i>
Nonresidential uses 20'
Maximum lot coverage (all uses) 60%
Percent of total lot area (building floor area) NS

The single family lots to the north of the subject property all have a current single family residence. Each will all be in compliance with the RS-4 single family standards. If the entire 110.92 acres to the north were redeveloped into new single family subdivisions, the net amount of homes could total approximately 377, considering new infrastructure (roads, drainage, etc.). This takes into account a 15% reduction in the acreage used to calculate the net useable acreage. This does not account for any commercial redevelopment along Highway 49 N frontage, which may occur within a 20 year time frame if such properties are rezoned to commercial.

Fire Safety/Emergency Response Review:

According to the report by the Fire Marshal’s office, the annexation records show the distance from the nearest City of Jonesboro Fire Station to the property and to the further most edge of the property to be 3.1 miles (Nearest) and 4.2 miles (Farthest). Water Main Size: 6” – CR 701; 6: CR 705; 10” Hwy. 49, 6” CR 702. Fire Hydrants – 2 onsite; 4 service the Oak Subdivision.

School Board District Letter:

Superintendent Kevin McGaughey responded with a letter of full support from the Brookland School District.

Arkansas Code of 1987/ Arkansas State Code:

Statue Statues and Court Decisions, ACA 14-40-601

Section ACA 14-40-601 includes all statue provisions for the Petition Method for Annexations which relates to the subject case. All required documentation is on record and attached to the Commissions agenda for public review.

MAPC RECORD OF PROCEEDINGS: Public Held February 14, 2012

Applicant: Mr. Bobby Gibson, Attorney for Petitioners (on behalf of Ralph W. Waddell): Mr. Gibson presented the case and stated that he concurred with the Staff Report. He spoke on the agreements made with the property owners within the vicinity of the new fairgrounds. The Fair Board is making good on its promise of the previous

annexation to have the additional property annexed into the City. Mr. Gibson added that the petition is in compliance with the County and City requirements, and the request is that MAPC will also designate the zoning of the land in the process- C-3 along Highway 49N and RS-4 for the Oak Subdivision residential lots; and, RS-4 for the properties to the North of the new fairgrounds. The zoning classifications are consistent with the use of the existing properties. Mr. Gibson opened the floor up for Commissioner's questions.

Opposition: None

Staff: Mr. Spriggs gave a summary of the Staff Report and comments concerning the land use plan that currently shows the property as Single Family Residential; however Staff has identified the area as one that needs to be updated to address the growth in the overall planning area due to the relocation of the fairgrounds and the new hospital.

The Master Street Plan review was summarized which shows Highway 49N to be a Principal Arterial. The subject property fronts on County Road 701 (Clinton School Rd.), and County Road 702. CR 705 falls within Oak Subdivision which will become a City Street in entirety including a 350- ft. Cove Street. The street names may need to be reassigned with a City Identifier. Neither of these streets is improved to City standards with curb and gutter. County Road 701 and County Road 702 will most-likely continue to function as Collector Roads in the future. Concerns over the future improvements to the north segment of Clinton School Rd. (701) were discussed.

Mr. Spriggs added that this annexation will close the gap on the Zoning Map and City limits which was anticipated with the prior new fairgrounds annexation. The platted subdivision – Oak Subdivision would be classified as RS-4 with the lot constraints meeting the minimum standards. The new single family residents will gain City services such as: Trash pickup, fire and police service, and street maintenance along City public/dedicated right of ways. As noted in the report, the net amount of homes could total approximately 377, considering new infrastructure (roads, drainage, etc.) for the future redevelopment of the larger residential tracts to the north. This is using a 15% reduction in the acreage to calculate the net useable acreage. All annexed lots being zoned C-3 General Commercial shall be in compliance of the C-3 General Commercial standards and will be subject to all City Ordinances in effect for any new improvements.

Mr. Spriggs stated that the Fire Marshal's office has reviewed the request and noted that the annexation shows that the distance from the nearest City of Jonesboro Fire Station to the property and to the further most edge of the property to be 3.1 miles (Nearest) and 4.2 miles (Farthest). Superintendent Kevin McGaughey responded with a letter of full support from the Brookland School District.

Mr. Michael Morris (City Engineering Department) gave comments on the right of ways needed to satisfy the Master Street Plan.

Mr. Joe Tomlinson asked if the parcels would satisfy the functional classifications of the Master Street Plan. Mr. Spriggs noted that County Rd. 701 and 702 would be construed as Collector Roads (80 ft. right of ways). Mr. Gibson noted that the discussion of the right of ways would be outside the parameters of this petition. Mr. Spriggs stated that we assume the properties could be replatted in the future, then at that time the right of way could be

donated. At this point we typically ask for the donation of right of way. Planning has the subdivision plat (Oak Subdivision) on file that was recorded by Craighead County.

Commission Action:

Ms. Nix made a motion *that we place Case: AZ-12-01 Farrville Community Annexation on the floor for consideration and for recommendation to City Council for annexation and rezoning to C-3 General Commercial and RS-4 Single Family Residential in Ward 3. The MAPC finds that the use will be compatible and suitable with the zoning, uses and character of the surrounding area. Motion was seconded by Mr. Joe Tomlinson.*

Roll Call Vote: Mr. Hoelscher – Aye; Ms. Nix- Aye; Mr. Kelton- Aye; Mr. Tomlinson- Aye; Mr. Scurlock- Aye.

Absent were: Ms. Margaret Norris, Mr. Brian Dover, Mr. Johnny White. Chair: Lonnie Roberts.

Measure Passed with a 5 -0 vote.

Conclusion:

The MAPC and the Planning Staff recommend that approval of the Annexation and Rezoning of Case AZ12-01, 186.16 acres, C-3 General Commercial and RS-4 Single Family Residential to the City Council for final adoption.

Respectfully Submitted for Council Consideration,



Otis T. Spriggs, AICP
Planning & Zoning Director

Site Photographs



View looking North of Clinton School Road.



View looking North of Clinton School Road/CR 705 Rd intersection.



View looking East of Clinton School Road/CR 705 intersection.



View looking North of the subdivision.



View looking East of the Budweiser Plant.



View looking North of residences and new fairgrounds construction in background.



View looking East of new fairgrounds location.



View Looking South along Clinton School Rd. (unimproved).



View Looking North along Clinton School Rd. (unimproved).



View Looking Southwest along Clinton School Rd./CR 702 (unimproved).



View Looking West along Clinton School Rd./CR 702 (unimproved).



View looking South of residence surrounded by pine trees.



View looking East along Shipley Rd. (CR 702).



View looking West along Shipley Rd. (CR 702).



View looking South at Hwy 49/ CR 702 intersection.



View looking West of driveway and residence surrounded by pine trees.



View looking North along Hwy 49.



View looking North along Hwy 49.



View looking Northwest from Hwy 49 (Farrville Curve).



View looking Northeast from Hwy 49 (Farrville Curve).

FILED

IN THE COUNTY COURT OF CRAIGHEAD COUNTY, ARKANSAS JAN 30 2012

No. 2011-4

NANCY NELMS
COUNTY & PROBATE COURT CLERK

**AMENDED ORDER APPROVING ANNEXATION OF
CERTAIN LANDS INTO THE CITY OF JONESBORO, ARKANSAS**

On this 30th day of January, 2012, the Petition for Amendment to Order Approving Annexation of Certain Lands into the City of Jonesboro, Arkansas came on for approval. The Court finds as follows:

1. On December 13, 2011, this Court entered its Order Approving Annexation of Certain Lands into the City of Jonesboro, Arkansas (the "Order").
2. Subsequent to entry of the Order, a minor error in the legal description to Tract 2 was discovered.
3. The correct legal description to Tract 2 is as follows:

Tract 2

PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 14 NORTH, RANGE 4 EAST AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 14 NORTH, RANGE 5 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST QUARTER CORNER OF SECTION 1 AFORESAID; THENCE SOUTH 89°15'06" WEST, 296.16 FEET TO A POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY #49; THENCE NORTH 33°12'50" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 1,051.08 FEET TO THE POINT OF BEGINNING; THENCE NORTH 62°16'57" WEST, DEPARTING FROM SAID WESTERLY RIGHT-OF-WAY LINE, 292.59 FEET TO A POINT LYING ON THE EAST LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE NORTH 01°10'29" EAST, ALONG SAID EAST LINE, 286.88 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE SOUTH 89°14'17" WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF THE

NORTHEAST QUARTER OF SAID SECTION 1, 2,644.36 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE NORTH 00°36'15" EAST, ALONG THE WEST LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1, 1,311.60 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE NORTH 89°31'35" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1, 2,657.00 FEET TO THE NORTHEAST CORNER OF SAID SECTION 1; THENCE NORTH 89°31'38" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 14 NORTH, RANGE 5 EAST AFORESAID, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY #49 AFORESAID; THENCE SOUTH 01°12'35" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 16.44 FEET; THENCE SOUTH 56°47'38" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 25.00 FEET; THENCE SOUTH 33°12'50" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE 150.14 FEET; THENCE SOUTH 34°51'02" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE 350.14 FEET; THENCE SOUTH 27°30'12" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 150.75 FEET; THENCE SOUTH 33°12'50" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, **1381.02** FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 4,831,720 SQ. FT. 110.92 ACRES, MORE OR LESS.

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

4. The legal description to Tract 2 in the Order is hereby modified and amended to reflect the correct legal description contained in paragraph 3 above.

5. This Amended Order is effective *nunc pro tunc*.

IT IS SO ORDERED.



County Judge

Attest:



County Clerk

G:\USERS\RW\FAIR\Oak Subd. Annexation\amended order approving annexation.wpd

IN THE COUNTY COURT OF CRAIGHEAD COUNTY, ARKANSAS

No. 2011-4

**ORDER APPROVING ANNEXATION OF
CERTAIN LANDS INTO THE CITY OF JONESBORO, ARKANSAS**

On this 13th day of December, 2011, the Petition for Approval to Annex Certain Lands into the City of Jonesboro, Arkansas (the "Petition") filed by those landowners identified by their signature pages to the Petition (collectively, the "Petitioners") was presented to the Craighead County Court (the "Court"). The Court finds as follows:

1. The Petition was filed on November 4, 2011 by Petitioners asking that the following lands located in Craighead County, Arkansas, be annexed into the City of Jonesboro, Arkansas:

Tract 1

PART OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST QUARTER CORNER OF SECTION 1 AFORESAID; THENCE SOUTH 89°15'06" WEST, 296.16 FEET TO A POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY #49, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 33°12'50" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE 767.84 FEET; THENCE SOUTH 39°55'26" WEST, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 171.17 FEET; THENCE SOUTH 19°23'07" WEST, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 133.88 FEET; THENCE SOUTH 33°12'50" WEST, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 772.35 FEET TO A POINT LYING ON THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2,197.76 FEET, A CHORD BEARING OF SOUTH 34°17'59" WEST AND A CHORD DISTANCE OF 82.58 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 2°09'10", A DISTANCE OF 82.58 FEET TO THE END OF SAID CURVE; THENCE SOUTH 40°53'05"

FILED

DEC 13 2011

NANCY NELMS
COUNTY & PROBATE COURT CLERK

WEST, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 369.27 FEET; THENCE SOUTH 49°52'48" WEST, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 336.35 FEET; THENCE SOUTH 60°50'46" WEST, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 273.33 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF THE MINOR PLAT OF A+ MINI STORAGE (BOOK "C", PAGE 200) AND THE CENTERLINE OF BRIDGER CREEK; THENCE NORTH 23°11'58" WEST, ALONG THE CENTERLINE OF SAID BRIDGER CREEK AND ALONG SAID EASTERLY LINE, DEPARTING FROM SAID WESTERLY RIGHT-OF-WAY LINE, 420.43 FEET; THENCE NORTH 84°39'47" WEST, CONTINUING ALONG SAID CENTERLINE AND SAID EASTERLY LINE, 93.20 FEET; THENCE NORTH 22°11'47" WEST, CONTINUING ALONG SAID CENTERLINE AND ALONG SAID EASTERLY LINE, 123.30 FEET; THENCE NORTH 43°43'47" WEST, CONTINUING ALONG SAID CENTERLINE AND ALONG SAID EASTERLY LINE, 203.50 FEET; THENCE NORTH 56°33'47" WEST, CONTINUING ALONG SAID CENTERLINE AND ALONG SAID EASTERLY LINE, 59.40 FEET; THENCE SOUTH 82°34'11" WEST, CONTINUING ALONG SAID CENTERLINE AND ALONG SAID EASTERLY LINE, 80.50 FEET TO A POINT LYING ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 1 AFORESAID; THENCE NORTH 00°49'13" EAST, ALONG SAID WEST LINE, 1,534.44 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 1; THENCE NORTH 89°15'06" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 1, 2,335.39 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 3,277,229 SQ. FT. OR 75.23 ACRES, MORE OR LESS.

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

Tract 2

PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 14 NORTH, RANGE 4 EAST AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 14 NORTH, RANGE 5 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST QUARTER CORNER OF SECTION 1 AFORESAID; THENCE SOUTH 89°15'06" WEST, 296.16 FEET TO A POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY #49; THENCE NORTH 33°12'50" EAST, ALONG SAID WESTERLY RIGHT-OF-

WAY LINE, 1,051.08 FEET TO THE POINT OF BEGINNING; THENCE NORTH 62°16'57" WEST, DEPARTING FROM SAID WESTERLY RIGHT-OF-WAY LINE, 292.59 FEET TO A POINT LYING ON THE EAST LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE NORTH 01°10'29" EAST, ALONG SAID EAST LINE, 286.88 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE SOUTH 89°14'17" WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1, 2,644.36 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE NORTH 00°36'15" EAST, ALONG THE WEST LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1, 1,311.60 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE NORTH 89°31'35" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1, 2,657.00 FEET TO THE NORTHEAST CORNER OF SAID SECTION 1; THENCE NORTH 89°31'38" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 14 NORTH, RANGE 5 EAST AFORESAID, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY #49 AFORESAID; THENCE SOUTH 01°12'35" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 16.44 FEET; THENCE SOUTH 56°47'38" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 25.00 FEET; THENCE SOUTH 33°12'50" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE 150.14 FEET; THENCE SOUTH 34°51'02" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE 350.14 FEET; THENCE SOUTH 27°30'12" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 150.75 FEET; THENCE SOUTH 33°12'50" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 1318.07 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 4,831,720 SQ. FT. 110.92 ACRES, MORE OR LESS.

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

(hereafter, the "Real Estate").

2. The Court finds that Petitioners represent a majority of the total number of real estate owners of the Real Estate and Petitioners also own more than one-half (½) of the total acreage of the Real Estate.


3. On November 4, 2011, the Court entered an order in this matter, setting the matter for a public hearing on December 13, 2011, at 10:00 a.m.

4. On December 7, 2011, Petitioners filed in this Court a Proof of Publication, showing that notice of the hearing was published in *The Jonesboro Sun*, a newspaper of general circulation in Craighead County, once a week for three weeks prior to the hearing. The Court finds that the notice and publication thereof satisfy the requirements of Ark. Code Ann. § 14-40-602.

5. At the hearing, all interested persons were provided an opportunity to speak for or against the Petition and the relief requested therein.


6. After hearing all evidence for and against the Petition, the Court finds that the relief requested in the Petition should be granted, and the annexation of the Real Estate described above into the City of Jonesboro should be approved.

IT IS, THEREFORE, CONSIDERED, ORDERED AND ADJUDGED that the Petition is granted and the Real Estate described above shall be considered annexed into the City of Jonesboro, Arkansas, upon its acceptance thereof by proper ordinance. This Order shall be recorded by the County Clerk.




County Judge

Attest:



County Clerk

By: 

G:\USERS\RWW\FAIR\Oak Subd. Annexation\order approving annexation.wpd

FILED

NOV 04 2011

NANCY NELMS
COUNTY & PROBATE COURT CLERK

IN THE COUNTY COURT OF CRAIGHEAD COUNTY, ARKANSAS

No. 2011- 4

PETITION FOR APPROVAL TO ANNEX CERTAIN LANDS
INTO THE CITY OF JONESBORO, ARKANSAS

The undersigned Petitioners, consisting of those landowners identified by their signature pages to this Petition, petition the Craighead County Court to approve the annexation of the lands described below, located in Craighead County, Arkansas, into the city limits of the City of Jonesboro, Arkansas. In support of their Petition, Petitioners state:

1. Petitioners request that the following described lands located in Craighead County, Arkansas, be annexed into the city limits of Jonesboro, Arkansas:

Tract 1

PART OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST QUARTER CORNER OF SECTION 1 AFORESAID; THENCE SOUTH 89°15'06" WEST, 296.16 FEET TO A POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY #49, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 33°12'50" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE 767.84 FEET; THENCE SOUTH 39°55'26" WEST, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 171.17 FEET; THENCE SOUTH 19°23'07" WEST, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 133.88 FEET; THENCE SOUTH 33°12'50" WEST, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 772.35 FEET TO A POINT LYING ON THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2,197.76 FEET, A CHORD BEARING OF SOUTH 34°17'59" WEST AND A CHORD DISTANCE OF 82.58 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 2°09'10", A DISTANCE OF 82.58 FEET TO THE END OF SAID CURVE; THENCE SOUTH 40°53'05" WEST, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 369.27 FEET; THENCE SOUTH 49°52'48" WEST, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 336.35 FEET; THENCE SOUTH 60°50'46" WEST, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE,

273.33 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF THE MINOR PLAT OF A+ MINI STORAGE (BOOK "C", PAGE 200) AND THE CENTERLINE OF BRIDGER CREEK; THENCE NORTH 23°11'58" WEST, ALONG THE CENTERLINE OF SAID BRIDGER CREEK AND ALONG SAID EASTERLY LINE, DEPARTING FROM SAID WESTERLY RIGHT-OF-WAY LINE, 420.43 FEET; THENCE NORTH 84°39'47" WEST, CONTINUING ALONG SAID CENTERLINE AND SAID EASTERLY LINE, 93.20 FEET; THENCE NORTH 22°11'47" WEST, CONTINUING ALONG SAID CENTERLINE AND ALONG SAID EASTERLY LINE, 123.30 FEET; THENCE NORTH 43°43'47" WEST, CONTINUING ALONG SAID CENTERLINE AND ALONG SAID EASTERLY LINE, 203.50 FEET; THENCE NORTH 56°33'47" WEST, CONTINUING ALONG SAID CENTERLINE AND ALONG SAID EASTERLY LINE, 59.40 FEET; THENCE SOUTH 82°34'11" WEST, CONTINUING ALONG SAID CENTERLINE AND ALONG SAID EASTERLY LINE, 80.50 FEET TO A POINT LYING ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 1 AFORESAID; THENCE NORTH 00°49'13" EAST, ALONG SAID WEST LINE, 1,534.44 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 1; THENCE NORTH 89°15'06" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 1, 2,335.39 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 3,277,229 SQ. FT. OR 75.23 ACRES, MORE OR LESS.

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

Tract 2

PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 14 NORTH, RANGE 4 EAST AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 14 NORTH, RANGE 5 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST QUARTER CORNER OF SECTION 1 AFORESAID; THENCE SOUTH 89°15'06" WEST, 296.16 FEET TO A POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY #49; THENCE NORTH 33°12'50" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 1,051.08 FEET TO THE POINT OF BEGINNING; THENCE NORTH 62°16'57" WEST, DEPARTING FROM SAID WESTERLY RIGHT-OF-WAY LINE, 292.59 FEET TO A POINT LYING ON THE EAST LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE NORTH 01°10'29" EAST, ALONG SAID EAST LINE, 286.88 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTHEAST

QUARTER OF SAID SECTION 1; THENCE SOUTH 89°14'17" WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1, 2,644.36 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE NORTH 00°36'15" EAST, ALONG THE WEST LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1, 1,311.60 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE NORTH 89°31'35" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1, 2,657.00 FEET TO THE NORTHEAST CORNER OF SAID SECTION 1; THENCE NORTH 89°31'38" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 14 NORTH, RANGE 5 EAST AFORESAID, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY #49 AFORESAID; THENCE SOUTH 01°12'35" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 16.44 FEET; THENCE SOUTH 56°47'38" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 25.00 FEET; THENCE SOUTH 33°12'50" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE 150.14 FEET; THENCE SOUTH 34°51'02" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE 350.14 FEET; THENCE SOUTH 27°30'12" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 150.75 FEET; THENCE SOUTH 33°12'50" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 1318.07 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 4,831,720 SQ. FT. 110.92 ACRES, MORE OR LESS.

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

2. **Exhibit "A"** attached hereto and incorporated herein by reference is a map of Tract 1 conducted and prepared by Associated Engineering and Testing, LLC. Tract 1 includes thirty-eight (38) lots located in the Oak Subdivision - Phase I and Oak Subdivision - Second Addition, and seven (7) additional tracts of real estate adjoining Arkansas State Highway 49 North. The total acreage included in Tract 1 is 75.23 acres, more or less.

3. **Exhibit "B"** attached hereto and incorporated herein by reference is a map of Tract 2 conducted and prepared by Associated Engineering and Testing, LLC. Tract 2 consists of 110.92 acres, more or less.

4. Tract 1 and Tract 2 are referred to collectively herein as the "Real Estate."

5. The Petitioners represent a majority of the total number of real estate owners of Tract 1 and Tract 2 and Petitioners also own more than one-half (½) of the total acreage in Tract 1 and Tract 2.

6. The Petitioners desire to annex the Real Estate into the City of Jonesboro, Arkansas with all the services and utilities available to the citizens and inhabitants within the said City.

7. Due to the existing proximity to the city limits of Jonesboro, Arkansas, the highest and best use of the Real Estate is within the city limits of Jonesboro, Arkansas.

8. The Petitioners request that the Court set a date for a public hearing on this Petition, to be conducted not less than thirty (30) days from the date of the filing of this Petition pursuant to Ark. Code Ann. § 14-40-602.


9. Upon the date of hearing being set, the Petitioners, or their agents, shall cause notice of the hearing to be published in *The Jonesboro Sun* one (1) time a week for three (3) consecutive weeks prior to the hearing.

10. The Petitioners respectfully pray that the Craighead County Court approve annexation of the Real Estate into the City of Jonesboro, Arkansas, and that it enter an order granting their Petition.

11. The Petitioners, pursuant to Ark. Code Ann. §14-40-601, appoint and name Barrett & Deacon, P.A., as their agent in this matter and authorize such attorneys to act on their behalf.

Respectfully submitted,

Ralph W. Waddell (85163)
BARRETT & DEACON,
A Professional Association
P.O. Box 1700
Jonesboro, AR 72403-1700
(870) 931-1700

By: 
Ralph W. Waddell

(Addendum Signature Pages for Petitioners Follow)

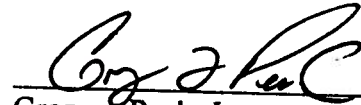
**ADDENDUM SIGNATURE PAGE TO
PETITION FOR APPROVAL TO ANNEX CERTAIN
LANDS INTO THE CITY OF JONESBORO, ARKANSAS**

PETITIONER:

Lot 1, Oak Subdivision (Phase I)

Signature:

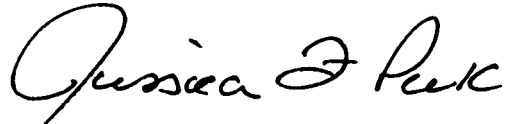
Name:



Gregory Peck, Jr.

462 CR 701

Jonesboro, AR 72401



**ADDENDUM SIGNATURE PAGE TO
PETITION FOR APPROVAL TO ANNEX CERTAIN
LANDS INTO THE CITY OF JONESBORO, ARKANSAS**

PETITIONER:

Lot 2, Oak Subdivision (Phase I)

Signature: _____

Name: Joseph Moss
463 CR 701
Jonesboro, AR 72401

PETITIONER:

Lot 2, Oak Subdivision (Phase I)

Signature: _____

Name: April Moss
463 CR 701
Jonesboro, AR 72401

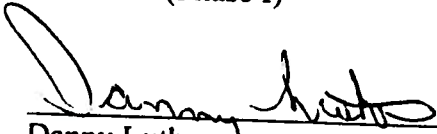
**ADDENDUM SIGNATURE PAGE TO
PETITION FOR APPROVAL TO ANNEX CERTAIN
LANDS INTO THE CITY OF JONESBORO, ARKANSAS**

PETITIONER:

Lot 10, Oak Subdivision (Phase I)

Signature:

Name:



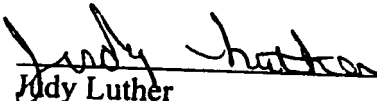
Danny Luther
218 CR 701
Jonesboro, AR 72401

PETITIONER:

Lot 10, Oak Subdivision (Phase I)

Signature:

Name:



Judy Luther
218 CR 701
Jonesboro, AR 72401

**ADDENDUM SIGNATURE PAGE TO
PETITION FOR APPROVAL TO ANNEX CERTAIN
LANDS INTO THE CITY OF JONESBORO, ARKANSAS**

PETITIONER:

Lot 11, Oak Subdivision (Second Addition)

Signature: Royce Gene Goza
Name: Royce Gene Goza
65 CR 705
Jonesboro, AR 72401

PETITIONER:

Lot 11, Oak Subdivision (Second Addition)

Signature: Linda A. Goza
Name: Linda A. Goza
65 CR 705
Jonesboro, AR 72401

**ADDENDUM SIGNATURE PAGE TO
PETITION FOR APPROVAL TO ANNEX CERTAIN
LANDS INTO THE CITY OF JONESBORO, ARKANSAS**

PETITIONER:

Lot 12, Oak Subdivision (Second Addition)

Signature: Gene Goza
Name: Gene Goza
65 CR 705
Jonesboro, AR 72401

PETITIONER:

Lot 12, Oak Subdivision (Second Addition)

Signature: Linda A. Goza
Name: Linda Goza
65 CR 705
Jonesboro, AR 72401

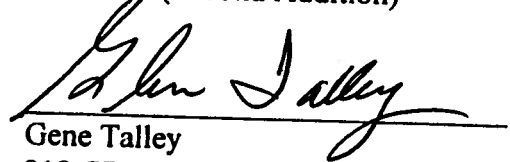
**ADDENDUM SIGNATURE PAGE TO
PETITION FOR APPROVAL TO ANNEX CERTAIN
LANDS INTO THE CITY OF JONESBORO, ARKANSAS**

PETITIONER:

Lot 13, Oak Subdivision (Second Addition)

Signature:

Name:



Gene Talley

218 CR 705

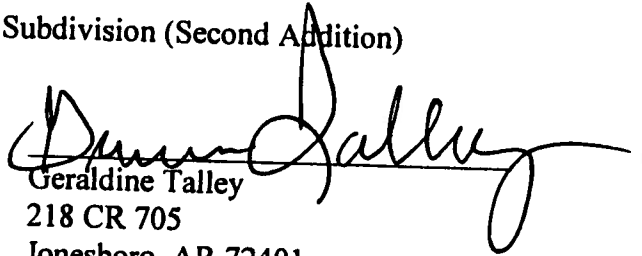
Jonesboro, AR 72401

PETITIONER:

Lot 13, Oak Subdivision (Second Addition)

Signature:

Name:



Geraldine Talley

218 CR 705

Jonesboro, AR 72401

**ADDENDUM SIGNATURE PAGE TO
PETITION FOR APPROVAL TO ANNEX CERTAIN
LANDS INTO THE CITY OF JONESBORO, ARKANSAS**

PETITIONER:

Lot 14, Oak Subdivision (Second Addition)

Signature:

Name:



Stephen D. Burnett

189 CR 705

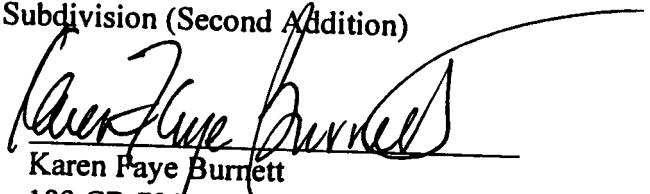
Jonesboro, AR 72401

PETITIONER:

Lot 14, Oak Subdivision (Second Addition)

Signature:

Name:



Karen Faye Burnett

189 CR 705

Jonesboro, AR 72401

**ADDENDUM SIGNATURE PAGE TO
PETITION FOR APPROVAL TO ANNEX CERTAIN
LANDS INTO THE CITY OF JONESBORO, ARKANSAS**

PETITIONER:

Lot 15, Oak Subdivision (Second Addition)

Signature: *Lucas Perkins*
Name: Lucas D. Perkins
217 CR 705
Jonesboro, AR 72401

Lucas Perkins

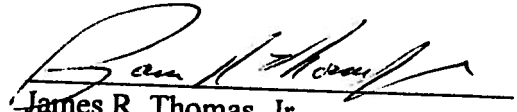
**ADDENDUM SIGNATURE PAGE TO
PETITION FOR APPROVAL TO ANNEX CERTAIN
LANDS INTO THE CITY OF JONESBORO, ARKANSAS**

PETITIONER:

Lot 16, Oak Subdivision (Second Addition)

Signature:

Name:



James R. Thomas, Jr.
243 CR 705
Jonesboro, AR 72401

Jimmy Thomas

**ADDENDUM SIGNATURE PAGE TO
PETITION FOR APPROVAL TO ANNEX CERTAIN
LANDS INTO THE CITY OF JONESBORO, ARKANSAS**

PETITIONER:

Lot 17, Oak Subdivision (Second Addition)
263 CR 705
Jonesboro, AR 72401

Housing and Urban Development
c/o Michaelson, Conner & Boul
Suite 300
4400 Will Rogers Parkway
Oklahoma City, OK 73108

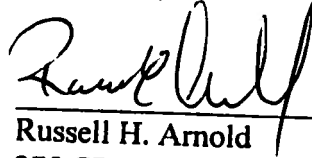
By: _____
Name: _____
Title: _____

**ADDENDUM SIGNATURE PAGE TO
PETITION FOR APPROVAL TO ANNEX CERTAIN
LANDS INTO THE CITY OF JONESBORO, ARKANSAS**

PETITIONER:

Lot 18, Oak Subdivision (Second Addition)

Signature:



Name:

Russell H. Arnold
275 CR 705
Jonesboro, AR 72401

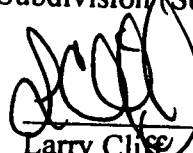
**ADDENDUM SIGNATURE PAGE TO
PETITION FOR APPROVAL TO ANNEX CERTAIN
LANDS INTO THE CITY OF JONESBORO, ARKANSAS**

PETITIONER:

Lot 19, Oak Subdivision (Second Addition)

Signature:

Name:



Larry Cliff

287 CR 705

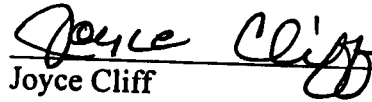
Jonesboro, AR 72401

PETITIONER:

Lot 19, Oak Subdivision (Second Addition)

Signature:

Name:



Joyce Cliff


287 CR 705

Jonesboro, AR 72401

**ADDENDUM SIGNATURE PAGE TO
PETITION FOR APPROVAL TO ANNEX CERTAIN
LANDS INTO THE CITY OF JONESBORO, ARKANSAS**

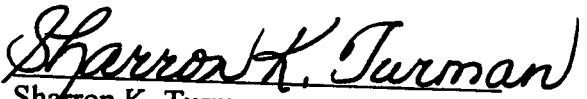
PETITIONER:

Lot 20, Oak Subdivision (Second Addition)

Signature: 
Name: Garry M. Turman
1916 Westwood Drive
Jonesboro, AR 72401

PETITIONER:

Lot 20, Oak Subdivision (Second Addition)

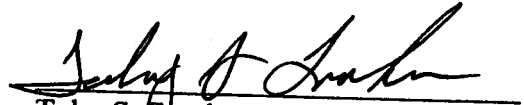
Signature: 
Name: Sharron K. Turman
1916 Westwood Drive
Jonesboro, AR 72401

**ADDENDUM SIGNATURE PAGE TO
PETITION FOR APPROVAL TO ANNEX CERTAIN
LANDS INTO THE CITY OF JONESBORO, ARKANSAS**

PETITIONER:

Lot 21, Oak Subdivision (Second Addition)

Signature:



Name:

Toby S. Eranks

323 CR 705

Jonesboro, AR 72401

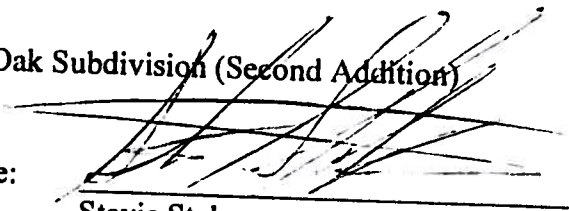
**ADDENDUM SIGNATURE PAGE TO
PETITION FOR APPROVAL TO ANNEX CERTAIN
LANDS INTO THE CITY OF JONESBORO, ARKANSAS**

PETITIONER:

Lot 22, Oak Subdivision (Second Addition)

Signature:

Name:



Stevie Stoker
353 CR 705
Jonesboro, AR 72401

PETITIONER:

Lot 22, Oak Subdivision (Second Addition)

Signature:

Name:


Rita Stoker
353 CR 705
Jonesboro, AR 72401

**ADDENDUM SIGNATURE PAGE TO
PETITION FOR APPROVAL TO ANNEX CERTAIN
LANDS INTO THE CITY OF JONESBORO, ARKANSAS**

PETITIONER:

Lot 23, Oak Subdivision (Second Addition)

Signature: _____

Name: Joseph Earl Walter
381 CR 705
Jonesboro, AR 72401

PETITIONER:

Lot 23, Oak Subdivision (Second Addition)

Signature: _____

Name: Kasey Simone
381 CR 705
Jonesboro, AR 72401

**ADDENDUM SIGNATURE PAGE TO
PETITION FOR APPROVAL TO ANNEX CERTAIN
LANDS INTO THE CITY OF JONESBORO, ARKANSAS**

PETITIONER:

Lot 24, Oak Subdivision (Second Addition)

Signature: Clell Smith
Name: Clell Smith
409 CR 705
Jonesboro, AR 72401

**ADDENDUM SIGNATURE PAGE TO
PETITION FOR APPROVAL TO ANNEX CERTAIN
LANDS INTO THE CITY OF JONESBORO, ARKANSAS**

PETITIONER:

Lot 25, Oak Subdivision (Second Addition)

Signature: _____

Name: Jimmy L. Laws
P.O. Box 19252
Jonesboro, AR 72401

PETITIONER:

Lot 25, Oak Subdivision (Second Addition)

Signature: _____

Name: Peggy Laws
P.O. Box 19252
Jonesboro, AR 72401

**ADDENDUM SIGNATURE PAGE TO
PETITION FOR APPROVAL TO ANNEX CERTAIN
LANDS INTO THE CITY OF JONESBORO, ARKANSAS**

PETITIONER:

Lot 26, Oak Subdivision (Second Addition)

Signature:

Name:

**Shelly Campbell
434 CR 705
Jonesboro, AR 72401**

**ADDENDUM SIGNATURE PAGE TO
PETITION FOR APPROVAL TO ANNEX CERTAIN
LANDS INTO THE CITY OF JONESBORO, ARKANSAS**

PETITIONER:

Lot 27, Oak Subdivision (Second Addition)

Signature: *Michael R. Atkinson*
Name: Michael R. Atkinson
400 CR 705
Jonesboro, AR 72401

PETITIONER:

Lot 27, Oak Subdivision (Second Addition)

Signature: *Judy F. Atkinson*
Name: Judy F. Atkinson
400 CR 705
Jonesboro, AR 72401

**ADDENDUM SIGNATURE PAGE TO
PETITION FOR APPROVAL TO ANNEX CERTAIN
LANDS INTO THE CITY OF JONESBORO, ARKANSAS**

PETITIONER:

Lot 28, Oak Subdivision (Second Addition)

Signature:

Name:



Sean Still

374 CR 705

Jonesboro, AR 72401

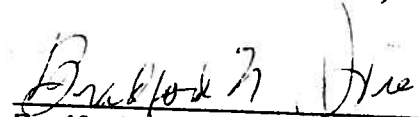
**ADDENDUM SIGNATURE PAGE TO
PETITION FOR APPROVAL TO ANNEX CERTAIN
LANDS INTO THE CITY OF JONESBORO, ARKANSAS**

PETITIONER:

Lot 29, Oak Subdivision (Second Addition)

Signature:

Name:




Bradford Ivie
350 CR 705
Jonesboro, AR 72401

PETITIONER:

Lot 29, Oak Subdivision (Second Addition)

Signature:

Name:

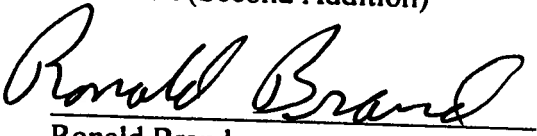


Magdalena Ivie
350 CR 705
Jonesboro, AR 72401

**ADDENDUM SIGNATURE PAGE TO
PETITION FOR APPROVAL TO ANNEX CERTAIN
LANDS INTO THE CITY OF JONESBORO, ARKANSAS**

PETITIONER:

Lot 30, Oak Subdivision (Second Addition)

Signature: 
Name: Ronald Brand
300 CR 705
Jonesboro, AR 72401

**ADDENDUM SIGNATURE PAGE TO
PETITION FOR APPROVAL TO ANNEX CERTAIN
LANDS INTO THE CITY OF JONESBORO, ARKANSAS**

PETITIONER:

Lot 31, Oak Subdivision (Second Addition)

Signature: _____

Name:

Michelle Nolen

252 CR 705

Jonesboro, AR 72401

**ADDENDUM SIGNATURE PAGE TO
PETITION FOR APPROVAL TO ANNEX CERTAIN
LANDS INTO THE CITY OF JONESBORO, ARKANSAS**

PETITIONER:

Lot 32, Oak Subdivision (Second Addition)

Signature: Brandon Foster
Name: Brandon Foster
236 CR 705
Jonesboro, AR 72401

PETITIONER:

Lot 32, Oak Subdivision (Second Addition)

Signature: Ami Foster
Name: Ami L. Foster
236 CR 705
Jonesboro, AR 72401

**ADDENDUM SIGNATURE PAGE TO
PETITION FOR APPROVAL TO ANNEX CERTAIN
LANDS INTO THE CITY OF JONESBORO, ARKANSAS**

PETITIONER:

Lot 33, Oak Subdivision (Second Addition)

Signature:

Name:



Byron K. Sangster

232 CR 705

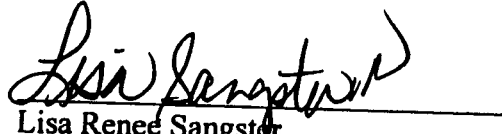
Jonesboro, AR 72401

PETITIONER:

Lot 33, Oak Subdivision (Second Addition)

Signature:

Name:



Lisa Renee Sangster

232 CR 705

Jonesboro, AR 72401

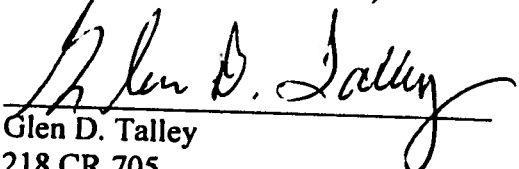
**ADDENDUM SIGNATURE PAGE TO
PETITION FOR APPROVAL TO ANNEX CERTAIN
LANDS INTO THE CITY OF JONESBORO, ARKANSAS**

PETITIONER:

Lot 34, Oak Subdivision (Second Addition)

Signature:

Name:

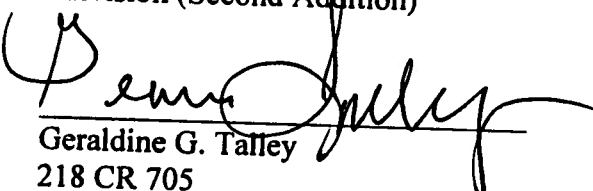

Glen D. Talley
218 CR 705
Jonesboro, AR 72401

PETITIONER:

Lot 34, Oak Subdivision (Second Addition)

Signature:

Name:


Geraldine G. Talley
218 CR 705
Jonesboro, AR 72401

**ADDENDUM SIGNATURE PAGE TO
PETITION FOR APPROVAL TO ANNEX CERTAIN
LANDS INTO THE CITY OF JONESBORO, ARKANSAS**

PETITIONER:

Lot 35, Oak Subdivision (Second Addition)

Signature:

Eddie G. Wells

Name:

Eddie G. Wells

194 CR 705

Jonesboro, AR 72401

PETITIONER:

Lot 35, Oak Subdivision (Second Addition)

Signature:

Patricia A. Wells

Name:

Patricia A. Wells

194 CR 705

Jonesboro, AR 72401


**ADDENDUM SIGNATURE PAGE TO
PETITION FOR APPROVAL TO ANNEX CERTAIN
LANDS INTO THE CITY OF JONESBORO, ARKANSAS**

PETITIONER:

Lot 36, Oak Subdivision (Second Addition)

Signature:

Name:


Terrell Jennings
166 CR 705
Jonesboro, AR 72401

**ADDENDUM SIGNATURE PAGE TO
PETITION FOR APPROVAL TO ANNEX CERTAIN
LANDS INTO THE CITY OF JONESBORO, ARKANSAS**

PETITIONER:

Lot 37, Oak Subdivision (Second Addition)

Signature: Melvin Blevins
Name: Melvin Blevins
108 CR 705
Jonesboro, AR 72401

PETITIONER:

Lot 37, Oak Subdivision (Second Addition)

Signature: Betty Blevins
Name: Betty Blevins
108 CR 705
Jonesboro, AR 72401

**ADDENDUM SIGNATURE PAGE TO
PETITION FOR APPROVAL TO ANNEX CERTAIN
LANDS INTO THE CITY OF JONESBORO, ARKANSAS**

PETITIONER:

Signature: Greg Nall
Name: Greg Nall

Address: 5987 Hwy 49 North
Brookland, AR 72417

PETITIONER:

Signature: Stephanie Nall
Name: Stephanie Nall

Address: 5967 Hwy 49N
Brookland, AR 72417

Parcel Nos. 12-144011-00100
12-145062-00100

**ADDENDUM SIGNATURE PAGE TO
PETITION FOR APPROVAL TO ANNEX CERTAIN
LANDS INTO THE CITY OF JONESBORO, ARKANSAS**

PETITIONER:

Signature: Gregory Davis
Name: Gregory Davis

Address: _____

PETITIONER:

Signature: Deceased
Name: Angela Davis

Address: _____

Parcel No. 12-145062-00900

**ADDENDUM SIGNATURE PAGE TO
PETITION FOR APPROVAL TO ANNEX CERTAIN
LANDS INTO THE CITY OF JONESBORO, ARKANSAS**

PETITIONER:

Signature: *Patsy Davis*
Name: Patsy Davis

Address: _____

PETITIONER:

Signature: *Chester L. Davis*
Name: Chester L. Davis

Address: _____

Parcel No. 12-145062-01000

**ADDENDUM SIGNATURE PAGE TO
PETITION FOR APPROVAL TO ANNEX CERTAIN
LANDS INTO THE CITY OF JONESBORO, ARKANSAS**

PETITIONER:

Signature:

Name:

Vivetta Reva Brady
Vivetta Reva Brady

Address:

748 CR 701

Jonesboro AR 72401

Parcel No. 12-144011-00200

**ADDENDUM SIGNATURE PAGE TO
PETITION FOR APPROVAL TO ANNEX CERTAIN
LANDS INTO THE CITY OF JONESBORO, ARKANSAS**

PETITIONER:

Signature: _____

Name: Rex Gilbert

Address: _____

PETITIONER:

Signature: _____

Name: Connie Gilbert

Address: _____

Parcel Nos. 12-144014-00600
12-144014-00900

**ADDENDUM SIGNATURE PAGE TO
PETITION FOR APPROVAL TO ANNEX CERTAIN
LANDS INTO THE CITY OF JONESBORO, ARKANSAS**

PETITIONER:

CEO ASSOCIATES LLC

By: Charles Onstead

Name: Charles Onstead

Title: mgr member

Address: 5461 Hwy 49
Brookland, AR 72417

Parcel No. 12-144014-01200

**ADDENDUM SIGNATURE PAGE TO
PETITION FOR APPROVAL TO ANNEX CERTAIN
LANDS INTO THE CITY OF JONESBORO, ARKANSAS**

PETITIONER:

JORDYN-COLE, INC.

By: _____

Name: _____

Title: _____

Address: _____

5487 Hwy 49N
BROOKLAND, AR 72417

Parcel No. 12-144014-01300

**ADDENDUM SIGNATURE PAGE TO
PETITION FOR APPROVAL TO ANNEX CERTAIN
LANDS INTO THE CITY OF JONESBORO, ARKANSAS**

PETITIONER:

ARKLA GAS COMPANY

By: _____

Name: _____

Title: _____

Address: _____

Parcel No. 12-144014-01400

**ADDENDUM SIGNATURE PAGE TO
PETITION FOR APPROVAL TO ANNEX CERTAIN
LANDS INTO THE CITY OF JONESBORO, ARKANSAS**

PETITIONER:

Signature: Marcus Pruitt
Name: Marcus Pruitt

Address: 704 S. Hunter
Jonesboro Ark 72401

PETITIONER:

Signature: Rhonda Pruitt
Name: Rhonda Pruitt

Address: 704 S. Hunter
Jonesboro Ark 72401

Parcel Nos. 12-144014-00500
12-144014-00700

**ADDENDUM SIGNATURE PAGE TO
PETITION FOR APPROVAL TO ANNEX CERTAIN
LANDS INTO THE CITY OF JONESBORO, ARKANSAS**

PETITIONER:

Signature: _____
Name: Galen A. Rottinghaus

Address: _____

Parcel No. 12-144014-00300

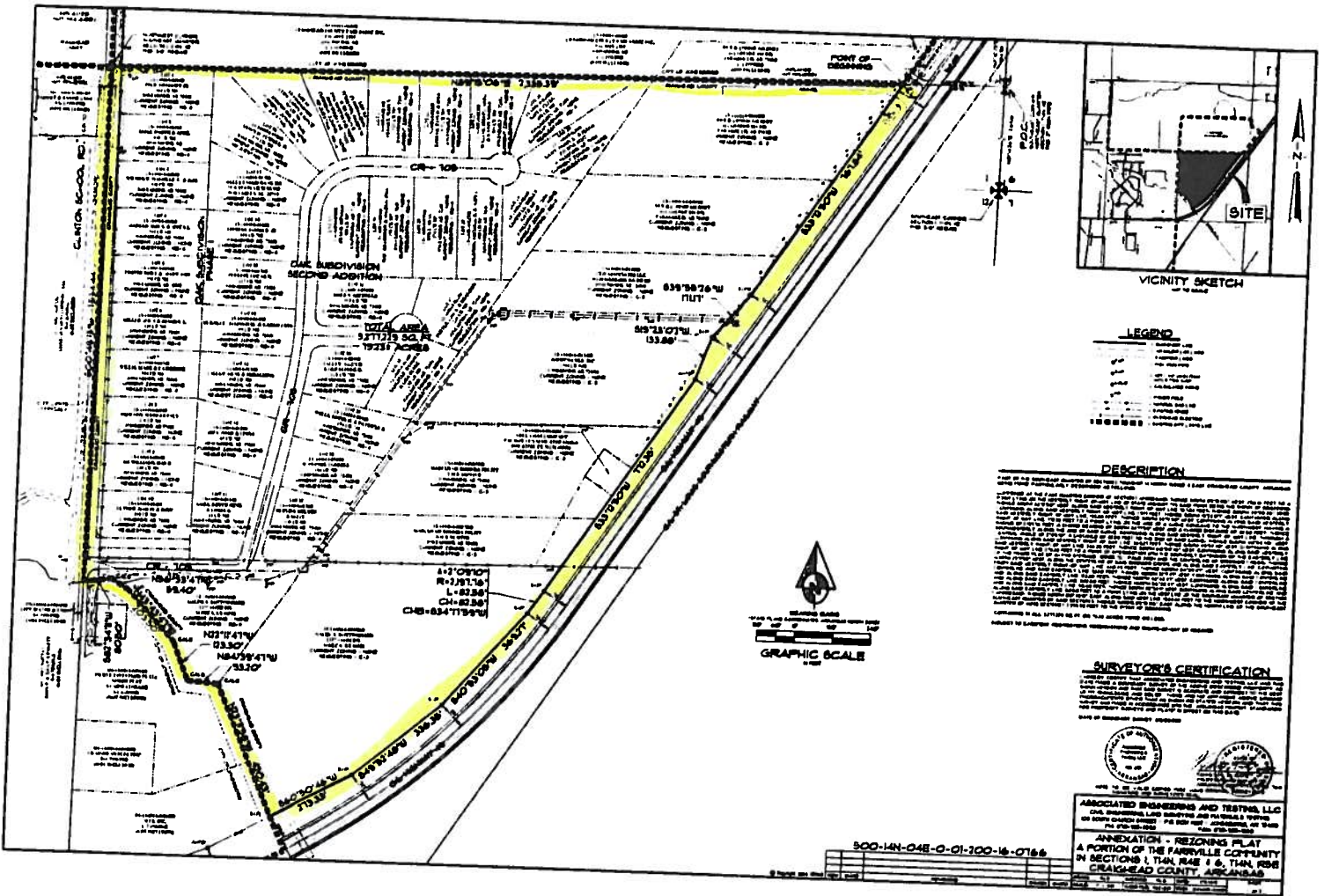
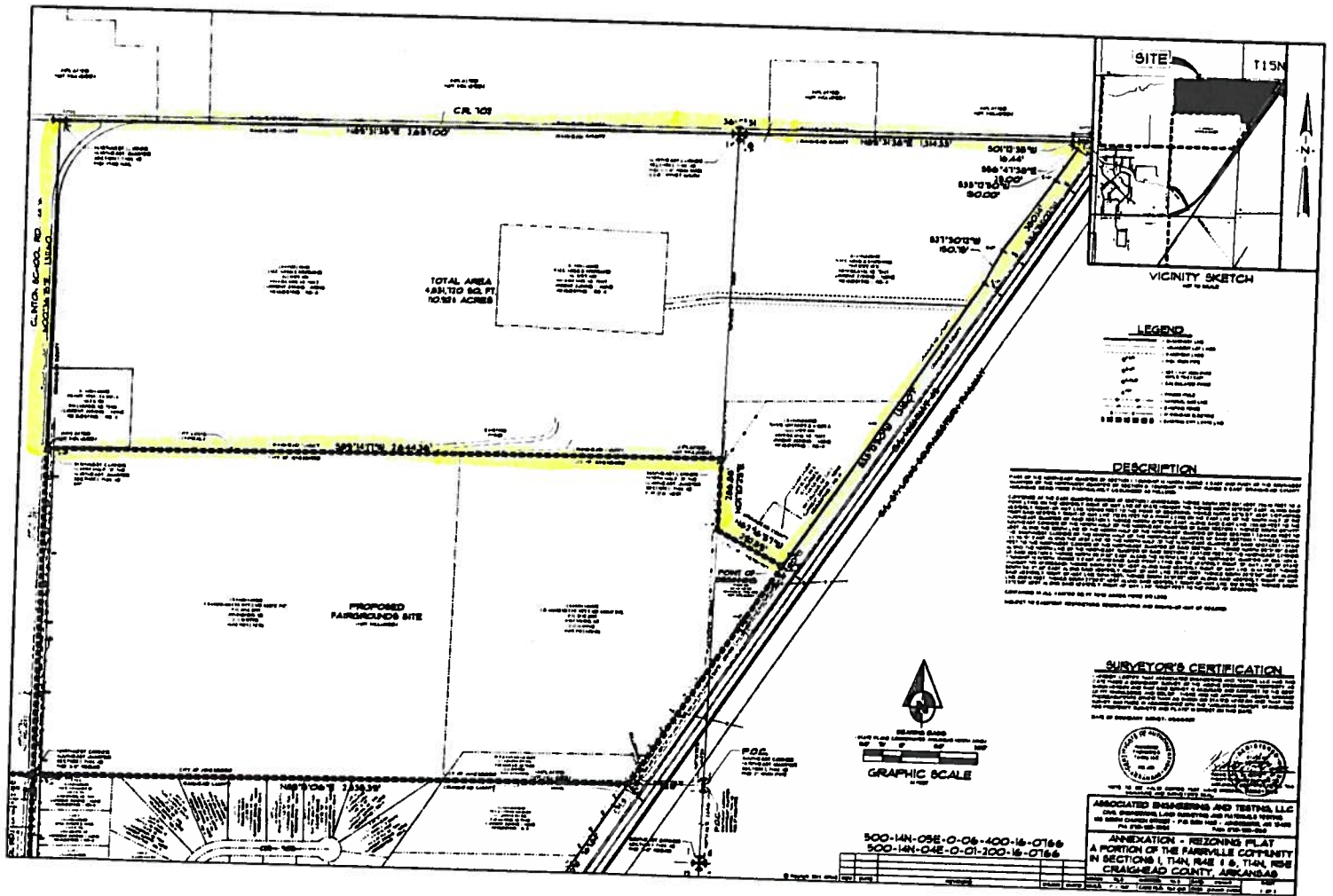


EXHIBIT
"A"

Blumberg No. 5200



ASSOCIATED ENGINEERING AND TESTING, LLC
 CIVIL ENGINEERING, LAND SURVEYING AND PUBLIC UTILITY ENGINEERING
 1000 N. UNIVERSITY BLVD., SUITE 200, MEMPHIS, TN 38103
 TEL: 901-521-1100 FAX: 901-521-1101
ANNEXATION - REZONING PLAT
 A PORTION OF THE FARRVILLE COMMUNITY
 IN SECTIONS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



Blanchard No. 5208

EXHIBIT
"B"

IN THE COUNTY COURT OF CRAIGHEAD COUNTY, ARKANSAS

No. 2011- 4

**PETITION FOR AMENDMENT TO ORDER
APPROVING ANNEXATION OF CERTAIN LANDS
INTO THE CITY OF JONESBORO, ARKANSAS**

The undersigned, Ralph W. Waddell of Barrett & Deacon, P.A., the appointed and named attorney for the Petitioners in this matter and acting on their behalf, states:

1. On December 13, 2011, this Court entered its Order Approving Annexation of Certain Lands into the City of Jonesboro, Arkansas (the "Order").
2. Subsequent to the entry of the Order, a minor error in the legal description to Tract 2 was discovered.
3. The correct legal description to Tract 2 is as follows:

Tract 2

PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 14 NORTH, RANGE 4 EAST AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 14 NORTH, RANGE 5 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST QUARTER CORNER OF SECTION 1 AFORESAID; THENCE SOUTH 89°15'06" WEST, 296.16 FEET TO A POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY #49; THENCE NORTH 33°12'50" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 1,051.08 FEET TO THE POINT OF BEGINNING; THENCE NORTH 62°16'57" WEST, DEPARTING FROM SAID WESTERLY RIGHT-OF-WAY LINE, 292.59 FEET TO A POINT LYING ON THE EAST LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE NORTH 01°10'29" EAST, ALONG SAID EAST LINE, 286.88 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE SOUTH 89°14'17" WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1, 2,644.36 FEET TO THE

FILED

JAN 27 2012

NANCY NELMS
COUNTY & PROBATE COURT CLERK

SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE NORTH 00°36'15" EAST, ALONG THE WEST LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1, 1,311.60 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE NORTH 89°31'35" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1, 2,657.00 FEET TO THE NORTHEAST CORNER OF SAID SECTION 1; THENCE NORTH 89°31'38" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 14 NORTH, RANGE 5 EAST AFORESAID, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY #49 AFORESAID; THENCE SOUTH 01°12'35" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 16.44 FEET; THENCE SOUTH 56°47'38" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 25.00 FEET; THENCE SOUTH 33°12'50" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE 150.14 FEET; THENCE SOUTH 34°51'02" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE 350.14 FEET; THENCE SOUTH 27°30'12" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 150.75 FEET; THENCE SOUTH 33°12'50" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, **1381.02** FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 4,831,720 SQ. FT. 110.92 ACRES, MORE OR LESS.

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

4. The legal description to Tract 2 in the Order should be modified and amended to reflect the correct legal description contained in paragraph 3 above.

Respectfully submitted,

Ralph W. Waddell (85163)
BARRETT & DEACON,
A Professional Association
P.O. Box 1700
Jonesboro, AR 72403-1700
(870) 931-1700

By: 
Ralph W. Waddell



TO: Aldermen

FROM: Mayor Harold Perrin

DATE: February 15, 2012

RE: Cost Analysis of Annexation

Before the City Council now is the annexation of land of Hwy 49 North and I wanted to share with you that the administration has done their due diligence and revenue exceeds our cost. All departments have reviewed this and have sent emails to my office stating this would not create a burden at all on this annexation. Also one of the major concerns was the ISO rating and this annexation taking it down to 702 is 4.7 miles which is under the 5 miles from the central fire station.

The land north of the fairgrounds would be annexed and we anticipate will be used for commercialization which would also bring in additional sales tax revenue for the city of Jonesboro. Should you have any questions please feel free to call the office and I will go over any information you would like to see in person.



Legislation Details (With Text)

File #:	ORD-12:007	Version:	1	Name:	Rezoning by Carlos Wood
Type:	Ordinance	Status:		Status:	First Reading
File created:	2/16/2012	In control:		In control:	City Council
On agenda:		Final action:		Final action:	
Title:	AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO RM-8 L.U.O. FOR PROPERTY LOCATED AT TURFWAY DRIVE/SADDCREST DRIVE AS REQUESTED BY B&T LAND CO.				
Sponsors:					
Indexes:	Rezoning				
Code sections:					
Attachments:	Plat MAPC Report Duplex Drawings				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

title
AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES.

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

SECTION 1: CHAPTER 117, known as the zoning ordinance of the City of Jonesboro, Arkansas, be amended as recommended by the Metropolitan Area Planning Commission by the changes in zoning classifications as follows:

From Residential, R-1, To Multi-Family, RM-8 L.U.O., 42 Duplexes, THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

Lot 5 through Lot 32 Block '1', and Lot 1 through Lot 14 Block '2' of Bridlewood Phase One
A PART OF SECTIONS 33 AND 34, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commence at the ¼ Corner of Sections 33 and 34, T14N, R4E, Craighead County, Arkansas; thence S 89° 06'25" W 301.29 feet to the NE Corner of Lot 5 Block '1'; thence South 109.85 feet; thence S 25°26'45" E 83.78 feet; thence N 89°05'46" E 105.40 feet to the NE Corner of Lot 1, Block '2'; thence South 992.98 feet; thence East 326.13 feet to the NE Corner of Lot 32, Block '1'; thence South 133.40 feet to the SE Corner of said Lot 32; thence West 649.46 feet to the SW Corner of Lot 24, Block '1'; thence North 1103.01 feet to the NW Corner of Lot 8, Block '1'; thence West 12.58 feet to the East Right-of-Way of the Missouri-Pacific Railroad; thence N 11°53'44" E along said railroad right-of-way 209.35 feet to the NW Corner of Lot 6, Block '1'; thence N 89°06'25" E 151.39 feet to the point of beginning, containing 10.11 acres more or less.

SECTION 2: THE REZONING OF THIS PROPERTY SHALL ADHERE TO THE FOLLOWING STIPULATIONS:

- 1) Maximum number of units shall be limited to 84 units (42 Lots / Townhouse Duplexes).
- 2) Access driveways shall satisfy city standards and be coordinated with the appropriate reviewing agencies for approval.
- 3) A final Site Plan shall be required to be reviewed and approved by the MAPC and shall include final details on setbacks, drainage, grading, access management, signage, lighting photometrics, landscaping including privacy fences in the rear yards, and all site improvements approved by this petition.
- 4) An area shall be set aside for child recreational and common open space purposes and details shall be presented during the Site Plan approval process.

Osment, Copeland & Adnot

I-1

N 89°06'25" E 151.39' S 89°06'25" W 301.29'

MISSOURI-PACIFIC RAILROAD
WEST 12.58'

QUARTER COR.
SEC. 33 & 34,
T14N-R4E

REQUEST TO REZONE R-1 TO RM-8 LUO DUPLEXES

REQUESTED PROPERTY OUTLINED IN RED
BEING A PART OF THE N 1/2 OF THE SW 1/4, SECTION 34,
PART OF THE NE 1/4 SE 1/4, SECTION 33, ALL IN T14N-R4E.

LOTS 5 THROUGH 32 IN BLOCK 1 AND LOTS 1 THROUGH 14 IN
BLOCK 2 OF BRIDLEWOOD PHASE ONE, MORE PARTICULARLY
DESCRIBED AS FOLLOWS; COMMENCE AT THE 1/4 CORNER OF
SECTIONS 33 AND 34, T14N-R4E, CRAIGHEAD COUNTY, ARKANSAS,
THENCE S 89°06'25" W 301.29 FEET TO THE NE CORNER OF LOT
5, BLOCK 1; THENCE SOUTH 109.85 FEET THENCE S 25°26'45" E
83.78 FEET; THENCE N 89°05'46" E 105.40 FEET TO THE NE COR-
NER OF LOT 1, BLOCK 2; THENCE SOUTH 992.98 FEET; THENCE
EAST 326.13 FEET TO THE NE CORNER OF LOT 32, BLOCK 1;
THENCE SOUTH 133.40 FEET TO THE SE CORNER OF SAID LOT
32; THENCE WEST 649.46 FEET TO THE SW CORNER OF LOT 24,
BLOCK 1; THENCE NORTH 1103.01 FEET TO THE NW CORNER
OF LOT 8, BLOCK 1; THENCE WEST 12.58 FEET TO THE EAST
RIGHT-OF-WAY OF THE MISSOURI-PACIFIC RAILROAD; THENCE
N 11°53'44" E ALONG SAID RAILROAD RIGHT-OF-WAY 209.35 FEET
TO THE NW CORNER OF LOT 6, BLOCK 1; THENCE N 89°06'25" E
151.39 FEET TO THE POINT OF BEGINNING, CONTAINING 10.11
ACRES, MORE OR LESS.



NORTH 1103.01'

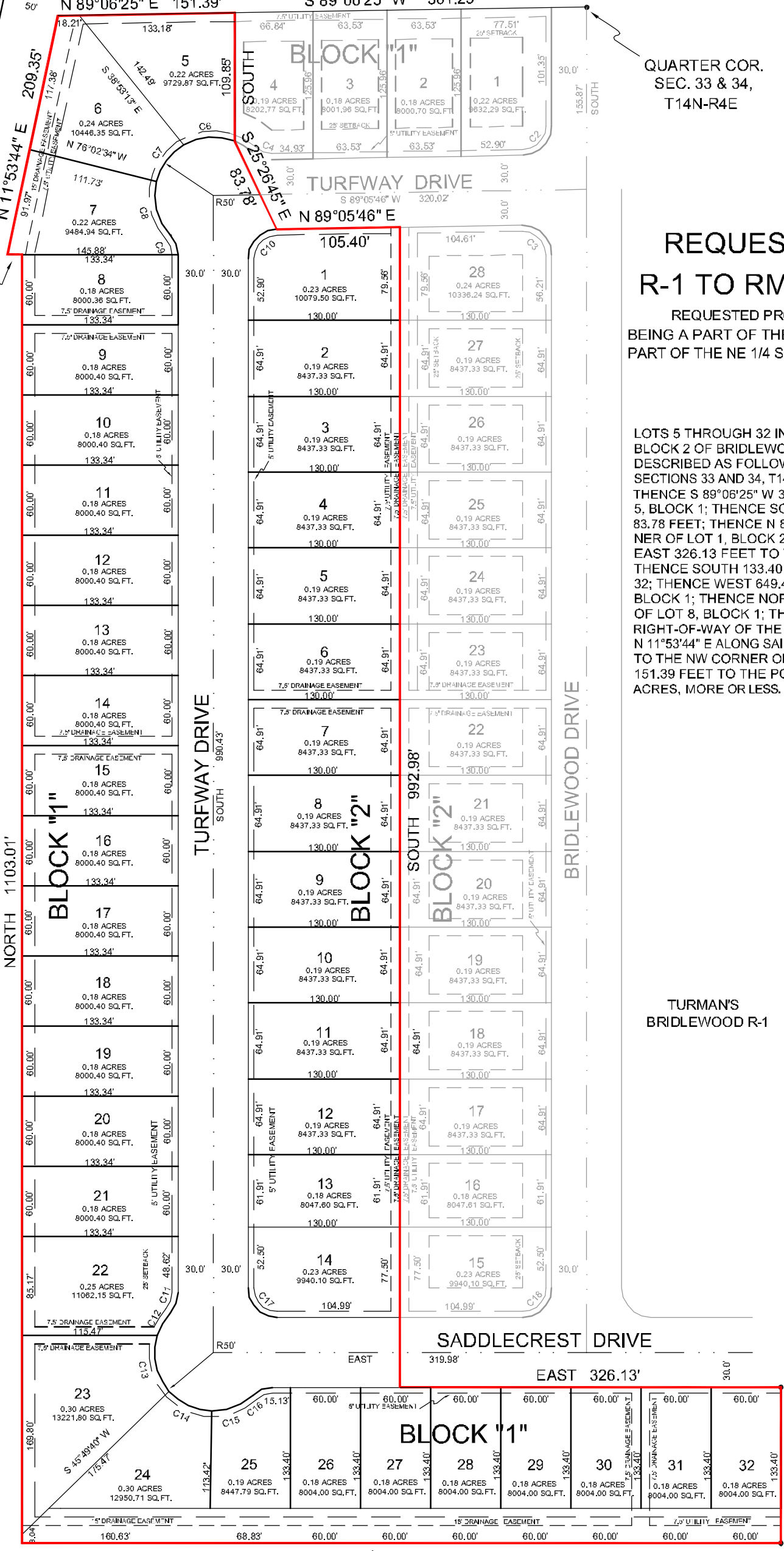
BLOCK "1"

BLOCK "2"

BLOCK "2"

DETENTION
POND

TURMAN'S
BRIDLEWOOD R-1



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	DELTA ANGLE
C8	50.00	45.37	43.83	51 59'11"
C7	50.00	40.08	39.00	45 54'39"
C8	50.00	49.98	47.58	58 47'28"
C9	25.00	18.69	18.28	42 50'00"
C10	25.00	38.88	35.08	89 05'48"
C11	25.00	18.69	18.28	42 50'00"
C12	50.00	22.73	22.53	28 02'40"
C13	50.00	50.81	48.85	58 13'29"
C14	50.00	41.55	40.37	47 38'48"
C15	50.00	38.21	37.29	43 47'03"
C16	25.00	18.69	18.28	42 50'00"
C17	25.00	39.27	35.36	90 00'00"

UNDEVELOPED
A-1

PLAT OF SURVEY

TURMAN CONSTRUCTION INC.
4744 STADIUM BLDV., JONESBORO AR. 72404

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

PLAN SCALE:
1" = 100.00'

REVISION		
DATE:	12/16/2011	SHEET ONE OF ONE

City of Jonesboro City Council
Staff Report – RZ 11-29: B&T Land Co. LLC. Bridlewood Subdivision
Huntington Building - 900 W. Monroe
For Consideration by the Council on February 21, 2012

REQUEST: To consider a rezoning of a parcel of land containing 10.11 acres more or less

PURPOSE: A request to consider recommendation to Council for a rezoning from R-1 Single Family District to “RM-12” L.U.O. Duplexes. (Original Request Modified by MAPC)

APPLICANT OWNER: B&T Land Co. LLC. Bridlewood Subdivision, Jonesboro AR 72401
 SAME

LOCATION: Turfway Dr. / Saddlecrest Dr., Jonesboro, AR

SITE DESCRIPTION: Tract Size: Approx. +/- 10.11 Acres
 Frontage: Approx. 990.43’ +/- Turfway Dr.; 319.98’ +/- on Saddlecrest Dr.
 Topography: Flat
 Existing Devlopmt.: Vacant Lots

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

HISTORY: The site is part of the recorded Bridlewood Subdivision.

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

COMPREHENSIVE PLAN FUTURE LAND USE MAP

The Current/Future Land Use Map recommends this location as Single Family. The proposed rezoning is not consistent with the land use map, however the site is adjacent to an active rail road as well is southeast of an R-2 Low Density District as well as apartments to the north that were approved under a Conditional Use within an I-1 Industrial District. A revision in the land use map could be deemed justifiable in this instance.

Approval Criteria- Section 117-34- Amendments:

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

- (a) Consistency of the proposal with the Comprehensive Plan
- (b) Consistency of the proposal with the purpose of the zoning ordinance.
- (c) Compatibility of the proposal with the zoning, uses and character of the surrounding area;
- (d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;
- (e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property;
- (f) Length of time the subject property has remained vacant as zoned, as well as its zoning at the time of purchase by the applicant; and
- (g) Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, and emergency medical services.



Vicinity/Zoning Map

Findings:

Master Street Plan/Transportation

The subject site is served by Richardson Dr. / Longcrest Dr. which are both local streets. The rezoning plat demonstrates Turfway Dr. and Saddlecree Dr. at 60 ft. of right of way (which both meet the minimum local street requirement). Driveway access drives shall be submitted and coordinated with the Jonesboro

Engineering Department for approval.

MAPC RECORD OF PROCEEDINGS: 1/10/2012

RZ-11-29 RZ 11:29 B&T Land Co., Bridlewood Rezoning B&T Land Co. LLC. Bridlewood Subdivision requests MAPC consideration of a rezoning of 10.11 acres from R-1 Single Family Residential to RM-12 L.U.O. Duplexes for property located on Turfway Dr. / Saddlecrest Dr., Bridlewood Subdivision (West of the intersection of Richardson and Longcrest Drives)

Carlos Wood, Engineer representing the owner. This is an existing Phase 1 of Bridlewood Subdivision. And due to the lack of sales, the owner seeks to rezone these lots and a street adjacent to the common area and the rail road for duplexes.

Staff: Mr. Spriggs summarize the findings of the staff report (attached to the agenda). The adopted master land use plan recommends this area as low density single family; however, as noted in the staff report points to the fact that the site is adjacent to an active rail road as well is southeast of an R-2 Low Density District as well as apartments to the north that were approved under a Conditional Use within an I-1 Industrial District. A revision in the land use map could be deemed justifiable in this instance.

The existing platted subdivision was reviewed in regards to the requested RM-12 submitted. The RM-12 District allows for a density level having approximately 12 units per acre which could net a potential 121 units. However, the applicant is proposing 2 units per lot, which 42 lots will yield 84 units (42 duplexes). Staff recommends a modification to the request, to an RM-8 LUO, with a maximum 84 units. This will allow for lots that will be more comparable and will accommodate the proposed structure which is 42'-4" wide, having side yards averaging 10 ft. each; as oppose to the requested RM-12 District which would have required 15 ft. side yard setbacks.

Questions have been raised concerning the required parking at 2 spaces per duplexes. The applicant needs to address the parking concept. Some of the homes have been used as rentals, we are told. We have noted 3 staff conditions in the staff report. (Conditions were read).

Public Input: None Present.

Mr. Hoelscher asked about the status of the property between this and the rail road track? Mr. Wood noted that the land is owned by the applicant and it is an impoundment area. Mr. White asked if the lots that are already platted will remain as-is. Mr. Wood: Yes.

Ms. Nix: Where do the children play? Mr. Wood: In the overall plan there was an intention to have a community area to the far east in another phase; they haven't done it thus far. If the Commission desired, I am sure they may not be opposed to one or two lots as a play area. Since they haven't been able to sell the lots. Ms. Nix addressed her concerns because of the location and adjacency to the railroad. Mr. Wood: This is something that can be addressed during the site plan review. Mr. Spriggs stated that if the applicant can demonstrate how this can be achieved it would be good. Mr. Wood: We can designate the number of lots that the MAPC or the Council and the owner can agree upon to dedicate it as a community or recreational area. We would have to look to see which area is best. Mr. White: I feel this is a valid concern that we are now adding 84 families as oppose to 32 homes where everyone would have had their own homes. Mr. White stated that it is comforting to know, as Ms. Nix has noted that there is some area where the children can play besides the street or the rail road track.

Mr. Wood gave ideas of having a lot in the center of the west side of the block next to the

impoundment area with a fenced in area; or a lot to the north on the cove section or on the southern cove section. The detention is a separate entity from a lot stand point. Those areas can be called a common area as it is developed and can be a part of the bill of assurance so all of the lots/families that live there can have a voting interest in it to make sure it is maintained and kept up. Mr. Scurlock noted that it would be a good idea.

MAPC passed the requested Zone Change submitted by B&T Land Co. LLC, Case RZ 11-29, a request to rezone property from “R-1” to RM-8 L.U.O., 42 Duplexes, subject to the following conditions:

1. Maximum number of units shall be limited to 84 units (42 Lots/ Townhouse Duplexes).
2. Access driveways shall satisfy city standards and be coordinated with the appropriate reviewing agencies for approval.
3. A final site plan shall be required to be reviewed and approved by the MAPC and shall include final details on setbacks, drainage, grading, access management, signage, lighting photometrics, landscaping including privacy fences in the rear yards, and all site improvements approved by this petition.
4. An area shall be set aside for child recreational and common open space purposes and details shall be presented during the Site Plan approval process.

(Approved: 6-0 Vote): **Motion was made by Mr. Scurlock, 2nd by Ms. Norris. Vote:** Mr. Hoelscher- Aye; Mr. White- Aye; Mr. Scurlock- Aye ; Ms. Norris- Aye; Mr. Tomlinson- Aye; Ms. Nix- Aye. **Absent:** Dover; Kelton.

Zoning compliance:

The applicant is requesting a change to a RM-12 L.U.O., duplexes on 42 individual lots. Currently the Bridlewood Subdivision has progressed in development as single family homes, of which some have been occupied as rental units. The applicant has presented 2 level townhome-style duplex layouts for consideration that will have an attractive character and will blend in with the character of the area. Immediately north of the site is a low density multi-family development, a railroad to the east, as well as an R-2 Low Density District that has developed as single family homes (Paddock Subdivision).

The RM-12 District allows for a density level having approximately 12 units per acre which could net a potential 121 units. However, the applicant is proposing 2 units per lot, which 42 lots will yield 84 units (42 duplexes). Staff recommends a modification to the request, to an RM-8 LUO, with a maximum 84 units. This will allow for lots that will be more comparable and will accommodate the proposed structure which is 42’-4” wide, having side yards averaging 10 ft. each; as oppose to the requested RM-12 District which would have required 15 ft. side yard setbacks.

A site layout for the lots should be submitted so that driveway/parking access can be evaluated to assure compliance with the minimum and maximum drive width requirements along the right of way. This should be demonstrated to the MAPC. Jonesboro Code of Ordinances, Section 117-324, ***Off-street parking and loading***, requires 2 parking spaces per duplex.

Conclusion:

The MAPC voted to recommend approval to City Council of the Zoning Change submitted by B&T Land Co. LLC, Case RZ 11-29, a request to rezone property from “R-1” to RM-8 L.U.O., 42 Duplexes, subject to the following conditions:

1. Maximum number of units shall be limited to 84 units (42 Lots/ Townhouse Duplexes).
2. Access driveways shall satisfy city standards and be coordinated with the appropriate reviewing agencies for approval.
3. A final site plan shall be required to be reviewed and approved by the MAPC and shall include final details on setbacks, drainage, grading, access management, signage, lighting photometrics, landscaping including privacy fences in the rear yards, and all site improvements approved by this petition.
4. An area shall be set aside for child recreational and common open space purposes and details shall be presented during the Site Plan approval process.

Respectfully Submitted for Council Consideration,



Otis T. Spriggs, AICP
Planning & Zoning Director

Site Photographs



View looking South towards site along Richardson Dr.



View looking South of proposed site along Turfway Dr.



View looking East along Turfway near subdivision entrance.



View looking North along Turfway Dr.



View looking North along Turfway Dr.



View looking West of Railroad track and adjacent commercial property.



View looking East of vacant lots.

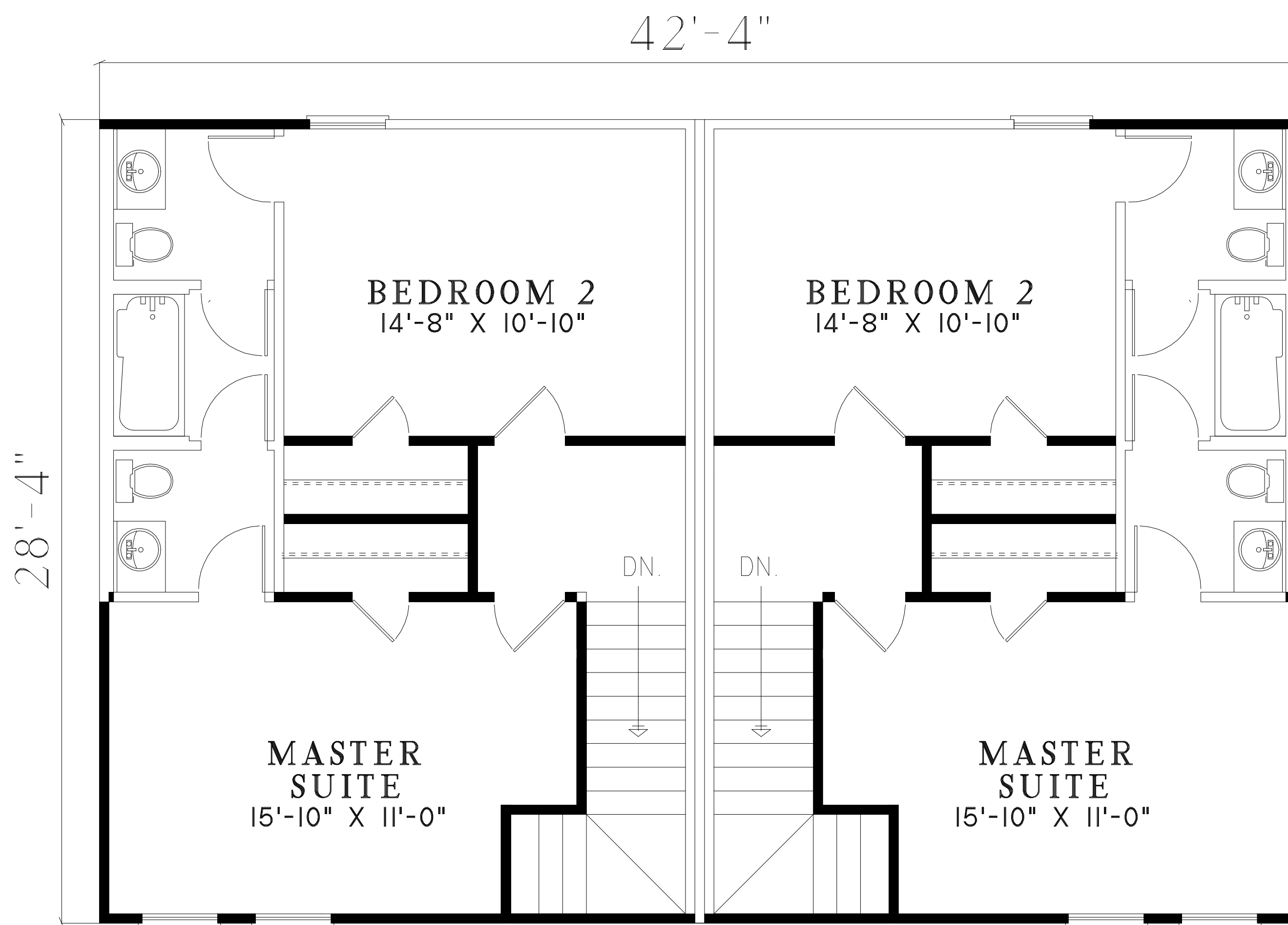


View looking North of Phase I Bridlewood Subdivision (along Bridlewood Dr.).

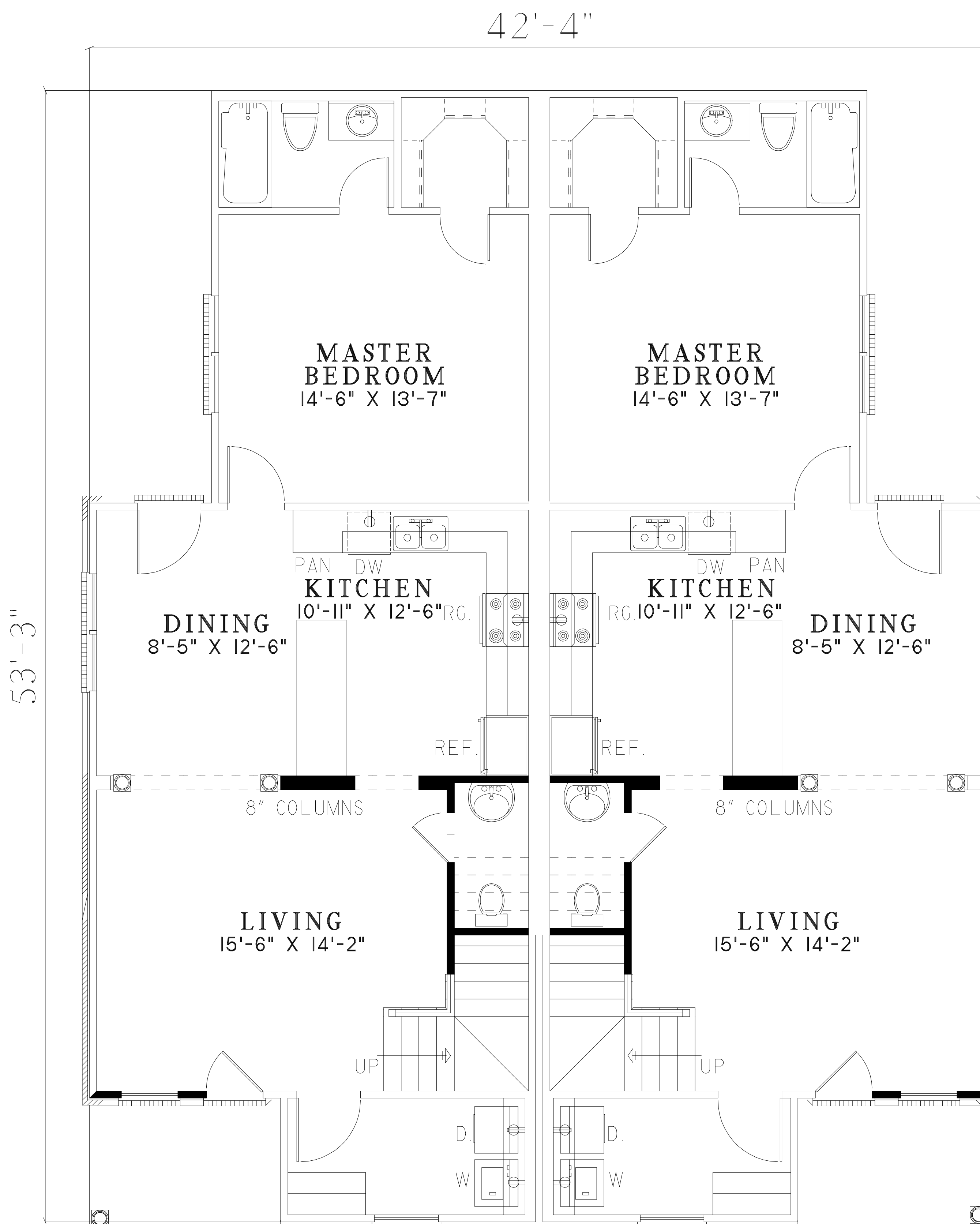


View looking South of future subdivision expansion.





Upper Floor



Main Floor

1500 SQ.FT.

EA. UNIT

Nelson Design Group LLC
RESIDENTIAL PLANNERS - DESIGNERS