



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Council Agenda City Council

Thursday, October 20, 2011

6:30 PM

Huntington Building

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

City Council Chambers, Huntington Building

SPECIAL CALLED FINANCE COMMITTEE MEETING AT 6:00 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

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-11:087 Minutes for the City Council meeting on October 4, 2011

Attachments: [Minutes](#)

RES-11:162 A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR LOT 1 KEITH DAVIS MINOR PLAT, 6023 SOUTH CARAWAY ROAD, A RESIDENTIAL DEVELOPMENT

Sponsors: Engineering

Attachments: [Maintenance Agreement.pdf](#)

Legislative History

10/4/11	Public Works Council Committee	Recommended to Council
---------	-----------------------------------	------------------------

RES-11:163 A RESOLUTION TO CONTRACT WITH TYRER DENTAL CARE FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [Tyrer Dental Care](#)

Legislative History

10/10/11 Public Services Council Recommended to Council
 Committee

RES-11:164 A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER
MANAGEMENT FACILITIES FOR "REPLAT OF NOELL PARKER ROAD ADDITION",
DNW, A COMMERCIAL DEVELOPMENT

Sponsors: Engineering

Attachments: [Maintenance Agreement.pdf](#)

Legislative History

10/4/11 Public Works Council Recommended to Council
 Committee

RES-11:169 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN
AGREEMENT WITH GARVER, LLC TO PERFORM PROFESSIONAL ENGINEERING
SERVICES

Sponsors: Engineering

Attachments: [Agreement.pdf](#)

Legislative History

10/4/11 Public Works Council Recommended to Council
 Committee

RES-11:176 A RESOLUTION TO CONTRACT WITH REGIONS BANK FOR SPONSORSHIP OF
ONE SCOREBOARD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [Regions Bank](#)

Legislative History

10/10/11 Public Services Council Recommended to Council
 Committee

RES-11:178 A RESOLUTION TO CONTRACT WITH NEA BAPTIST CLINIC FOR SPONSORSHIP
OF FIVE SCOREBOARD SIGNS AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [Nea Baptist Clinic](#)

Legislative History

10/10/11 Public Services Council Recommended to Council
 Committee

RES-11:179 A RESOLUTION APPROVING THE RECOMMENDATION OF THE LOCAL
FIREMENS PENSION BOARD AND TO LEVY A ONE-HALF (.5) MILL TAX ON ALL
REAL AND PERSONAL PROPERTY FOR THE LOCAL FIREMENS PENSION AND
RELIEF FUND

Sponsors: Finance

Legislative History

10/11/11 Finance & Administration Recommended to Council
 Council Committee

RES-11:180 A RESOLUTION APPROVING THE RECOMMENDATION OF THE JONESBORO POLICE PENSION BOARD AND TO LEVY A ONE-HALF (.5) MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE JONESBORO POLICE PENSION FUND

Sponsors: Finance

Legislative History

10/11/11 Finance & Administration Recommended to Council
Council Committee

RES-11:181 A RESOLUTION TO LEVY A 2 MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE PUBLIC LIBRARY TAX

Sponsors: Finance

Legislative History

10/11/11 Finance & Administration Recommended to Council
Council Committee

6. NEW BUSINESS

ORDINANCES ON FIRST READING

ORD-11:069 AN ORDINANCE TO AMEND THE 2011 ANNUAL BUDGET AND THE CITY SALARY & ADMINISTRATION PLAN FOR THE CITY OF JONESBORO TO ADD AN OFFICE MANAGER TO THE PARKS AND RECREATION DEPARTMENT

Sponsors: Parks & Recreation and Human Resources

Attachments: [Office Manager - Parks](#)

EMERGENCY CLAUSE

Legislative History

10/11/11 Finance & Administration Recommended to Council
Council Committee

ORD-11:076 AN ORDINANCE TO AMEND SECTION 2.55 OF THE JONESBORO CODE OF ORDINANCES FOR THE ESTABLISHMENT OF NEW WARD BOUNDARIES BASED ON THE 2010 CENSUS INFORMATION AND UTILIZATION OF THE SECRETARY OF STATE'S SOFTWARE PROGRAM

Sponsors: Mayor's Office

EMERGENCY CLAUSE

ORD-11:078 AN ORDINANCE TO AMEND ORD-07:29 REGARDING PURCHASES

Sponsors: Finance

EMERGENCY CLAUSE

Legislative History

10/11/11 Finance & Administration Recommended to Council
Council Committee

ORD-11:079 AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2011 BUDGET AND AUTHORIZING A 3% COST OF LIVING INCREASE TO ALL FULL-TIME EMPLOYEES AND ELECTED OFFICIALS OF THE CITY OF JONESBORO

Sponsors: Finance

Attachments: [Mayor's Statement](#)

EMERGENCY CLAUSE

Legislative History

10/11/11 Finance & Administration Recommended to Council
Council Committee

ORD-11:080 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 AND R-2 TO RM-12 FOR PROPERTY LOCATED AT 2700 AND 2703 WAKEFIELD DRIVE AS REQUESTED SANDA GREENE

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

ORD-11:082 AN ORDINANCE TO AMEND CHAPTER 117 OF THE JONESBORO MUNICIPAL CODE KNOWN AS THE ZONING ORDINANCE PROVIDING FOR A CHANGE IN ZONE DISTRICT BOUNDARIES FROM C-2 TO C-1 FOR PROPERTY LOCATED AT 901 SOUTH MAIN STREET AS REQUESTED BY FIRST UNITED METHODIST CHURCH

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

7. UNFINISHED BUSINESS

8. MAYOR'S REPORTS

9. CITY COUNCIL REPORTS

10. PUBLIC COMMENTS

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

11. ADJOURNMENT



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-11:087 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 10/10/2011 **In control:** City Council
On agenda: **Final action:**
Title: Minutes for the City Council meeting on October 4, 2011
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

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

title
Minutes for the City Council meeting on October 4, 2011



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Meeting Minutes City Council

Tuesday, October 4, 2011

6:00 PM

Huntington Building

PUBLIC WORKS COMMITTEE MEETING AT 5:45 P.M.

1. CALL TO ORDER BY MAYOR PERRIN AT 6:00 P.M.

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL BY CITY CLERK DONNA JACKSON

Councilman Coleman left the meeting at 6:15 p.m. during the Mayor's Report.

Present 11 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Mikel Fears and Charles Coleman

Absent 1 - Rennell Woods

4. SPECIAL PRESENTATIONS

COM-11:073 Proclamation for the United Way Campaign kick-off

Sponsors: Mayor's Office

Mayor Perrin presented the proclamation to United Way Executive Director Nanette Heard and encouraged citizens to support the United Way.

This item was Read.

5. CONSENT AGENDA

Approval of the Consent Agenda

A motion was made by Councilman Chris Moore, seconded by Councilwoman Ann Williams, to Approve the Consent Agenda. A motion was made that these files be approved by consent voice vote

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

Absent: 1 - Rennell Woods

MIN-11:083 Minutes for the City Council meeting on September 20, 2011.

Attachments: [Minutes](#)

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

RES-11:167 RESOLUTION APPROVING AN AMENDMENT TO THE PRINCIPAL GROUP ANNUITY CONTRACT

Sponsors: Finance

Attachments: [Principal Amendment](#)

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

Enactment No: R-EN-115-2011

6. NEW BUSINESS

ORDINANCES ON FIRST READING

ORD-11:065 AN ORDINANCE TO AMEND THE JONESBORO CODE OF ORDINANCES CHAPTER 6, ARTICLE II, SECTION 6-47 (e) CHANGING THE APPEAL PROCESS AFTER A DECISION IS RENDERED BY THE PUBLIC SAFETY COMMITTEE ON AN ALCOHOL PERMIT VIOLATION.

Sponsors: Mayor's Office and Police Department

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

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

Councilman Moore noted the ordinance only changes the appeal process in that appeals regarding decisions by the Public Safety Committee will be sent to Circuit Court instead of the City Council.

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

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

Absent: 1 - Rennell Woods

Enactment No: O-EN-055-2011

ORD-11:068 AN ORDINANCE TO AMEND THE 2011 ANNUAL BUDGET FOR THE CITY OF JONESBORO TO ADD AN ADDITIONAL GRANTS PROJECT COORDINATOR TO THE GRANTS DEPARTMENT

Sponsors: Grants and Human Resources

Attachments: [CDBG or GRANTS Project Coord](#)

Mayor Perrin explained ORD-11:068, ORD-11:072 and ORD-11:073 are all due to a realignment of the Grants Department and JETS. They are all budget neutral. He also

noted ORD-11:073 is a part-time position becoming a full-time position, but will still be paid by Federal Transportation Authority funding.

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

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

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

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

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

Absent: 1 - Rennell Woods

Enactment No: O-EN-056-2011

ORD-11:072 AN ORDINANCE TO AMEND THE 2011 ANNUAL BUDGET AND THE CITY SALARY & ADMINISTRATION PLAN FOR THE CITY OF JONESBORO TO ADD A TRANSPORTATION OPTIONS COORDINATOR TO THE JETS DEPARTMENT

Sponsors: JETS and Human Resources

Attachments: [Transportation Options Coordinator](#)

Councilwoman Williams offered the ordinance for first reading by title only.

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

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

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

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

Absent: 1 - Rennell Woods

Enactment No: O-EN-057-2011

ORD-11:073 AN ORDINANCE TO AMEND THE 2011 ANNUAL BUDGET TO ADD A PARATRANSIT COORDINATOR TO THE JETS DEPARTMENT

Sponsors: JETS and Human Resources

Attachments: [Paratransit Coordinator](#)

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

Councilman Moore motioned, seconded by Councilwoman Williams, to suspend the

rules and waive second and third readings. All voted aye.

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

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

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

Absent: 1 - Rennell Woods

Enactment No: O-EN-058-2011

7. UNFINISHED BUSINESS

ORDINANCES ON SECOND READING

ORD-11:064 AN ORDINANCE AMENDING THE STORMWATER MANANGEMENT REGULATIONS TO INCLUDE ADDITIONAL DEFINITIONS AND FOR CLARITY PURPOSES

Sponsors: Engineering

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

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

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

Absent: 1 - Rennell Woods

Enactment No: O-EN-059-2011

ORD-11:077 AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FOR PROPERTY LOCATED AT 2807 STADIUM AS REQUESTED BY G&P DEVELOPMENT

Attachments: [Plat](#)
[MAPC Report](#)
[Application for Zoning Ordinance Map Amendment](#)
[Development Plan](#)

Councilman Moore questioned whether the Mayor's Office has heard any complaints regarding this rezoning. Mayor Perrin answered no.

Councilman Moore motioned, seconded by Councilman Coleman, to suspend the rules and waive the third reading. All voted aye.

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

vote

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

Absent: 1 - Rennell Woods

Enactment No: O-EN-060-2011

ORDINANCES ON THIRD READING**ORD-11:075**

AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO C-3 LUO FOR PROPERTY LOCATED AT 3012 PARKWOOD DRIVE AS REQUESTED BY ROGER BARNHILL

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

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

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

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

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

Absent: 1 - Rennell Woods

Enactment No: O-EN-061-2011

8. MAYOR'S REPORTS

Mayor Perrin reported on the following items:

They will have the legal descriptions next week for the new ward boundaries. An ordinance will be written to adopt the new boundaries. All Council members will remain in their current wards.

They met with AHTD concerning the enhancement project on Phillips Drive. Two letters should be sent out tomorrow regarding the project.

A preliminary application has been filed through the East Arkansas Planning Development District (EAPDD). He has met with Congressman Crawford and he hopes to meet with other mayors. The grant has to be a minimum of \$10 million relating to connecting roads. They are looking at a button loop on Stadium Blvd off Highway 63.

He has invited Conway Mayor Tab Townsell to the next Council meeting in order to discuss roundabouts.

9. CITY COUNCIL REPORTS

Councilman Street commended Councilman McCall and Communications Officer Jack Turner for their work regarding the recent Jonesboro Barbecue Fest. He added the City crews also did a good job and received a lot of compliments.

Councilman McCall thanked the Parks, Fire, Police, Streets and Sanitation Departments for their work with the Barbecue Fest. He also commended 911 Director Jeff Presley for his long hours and work for the Fest.

Councilman Vance noted the October 18th regularly scheduled meeting is on the same night as the nationally televised ASU football game. Councilman Moore motioned, seconded by Councilwoman Williams, to reschedule the next Council meeting to October 20th. All voted aye.

10. PUBLIC COMMENTS

11. ADJOURNMENT

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

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

Absent: 1 - Rennell Woods

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

Attest:

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



Legislation Details (With Text)

File #:	RES-11:162	Version:	1	Name:	Maintenance agreement with Sarah Davis for 6023 S. Caraway Road
Type:	Resolution	Status:			Recommended to Council
File created:	9/12/2011	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 KEITH DAVIS MINOR PLAT, 6023 SOUTH CARAWAY ROAD, A RESIDENTIAL DEVELOPMENT				
Sponsors:	Engineering				
Indexes:					
Code sections:					
Attachments:	Maintenance Agreement.pdf				

Date	Ver.	Action By	Action	Result
10/4/2011	1	Public Works Council Committee		

Title

A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR LOT 1 KEITH DAVIS MINOR PLAT, 6023 SOUTH CARAWAY ROAD, 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, Sarah Davis has submitted a Maintenance Agreement for Stormwater Management Facilities for Lot 1 Keith Davis Minor Plat, 6023 South Caraway Road 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 Sarah Davis and authorizes the filing of a record plat for Lot 1 Keith Davis Minor Plat, 6023 South Caraway Road 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: Residential
Project Address: 6023 South Cera way
Owner(s): Keith & Sarah Davis
Owner Address: 1200 North Wilson St.
City: Harrisburg State: AR Zip Code: 72432

In accordance with Section 112-157 of the Jonesboro Municipal Code, this agreement is made and entered into this 6 day of September, 2011, by and between the City of Jonesboro, an Arkansas municipal corporation, hereinafter called the "City" and Sarah Davis, 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 6023 South Cera way as recorded in the records of Craighead County, Arkansas.
LOT 1 KEITH DAVIS MINOR PLAT

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.

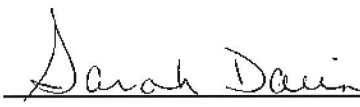
WHEREAS, adequate maintenance is defined herein as the general upkeep of the facilities, specifically the mowing and trimming of grasses or other vegetative cover and the removal of litter and other minor debris that could impact the functionality of the facility or that would otherwise be considered 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:	<u>Sarah Davis</u> Printed Name	 Signature	<u>9-6-11</u> Date
Owner/Agent:	_____ Printed Name	_____ Signature	_____ Date

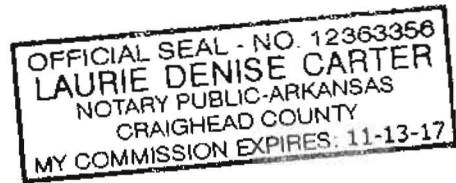
STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day before me, the undersigned officer, personally appeared Sarah Davis, 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 6 day of September 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-11:163	Version:	1	Name:	Contract with Tyrer Dental Care for sign sponsorship at Southside Complex
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	9/13/2011	In control:		In control:	Public Services Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH TYRER DENTAL CARE FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	Tyrer Dental Care				

Date	Ver.	Action By	Action	Result
10/10/2011	1	Public Services Council Committee		

title
A RESOLUTION TO CONTRACT WITH TYRER DENTAL CARE 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, Tyrer Dental Care is seeking sponsorship recognition on one outfield sign at Southside Softball Complex; and

WHEREAS, Tyrer Dental Care 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 Tyrer Dental Care 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 Tyrer Dental Care (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this 06th Day of September, 2011 (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 **October 6, 2011**.
 - A sum of **\$300.00** shall be paid on **October 6, 2012**.
 - A sum of **\$300.00** shall be paid on **October 6, 2013**.

- (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: ~~Tyrer Dental Care~~
Name: [Signature]
Title: _____
Date: 9-12-11

CITY OF JONESBORO

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

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #: RES-11:164 **Version:** 1 **Name:** Maintenance agreement with Dennis & Kay Noell for Noell Parker Road Addition Replat
Type: Resolution **Status:** Recommended to Council
File created: 9/14/2011 **In control:** Public Works Council Committee
On agenda: **Final action:**
Title: A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR “REPLAT OF NOELL PARKER ROAD ADDITION”, DNW, A COMMERCIAL DEVELOPMENT
Sponsors: Engineering
Indexes: Contract
Code sections:
Attachments: [Maintenance Agreement.pdf](#)

Date	Ver.	Action By	Action	Result
10/4/2011	1	Public Works Council Committee		

Title

A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR “REPLAT OF NOELL PARKER ROAD ADDITION”, DNW, A COMMERCIAL 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, Dennis and Kay Noell has submitted a Maintenance Agreement for Stormwater Management Facilities for “Replat of Noell Parker Road Addition”, DNW 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 Dennis and Kay Noell and authorizes the filing of a record plat for “Replat of Noell Parker Road Addition”, DNW 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: DNW
Project Address: 1711 E. Parker Rd
Owner(s): Dennis and Kay Noell
Owner Address: 3011 Sloan 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 13 day of September, 2011, by and between the City of Jonesboro, an Arkansas municipal corporation, hereinafter called the "City" and Dennis and Kay Noell, 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 DNW as recorded in the records of Craighead County, Arkansas. REPLAT OF NOELL PARKER ROAD ADDITION

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.


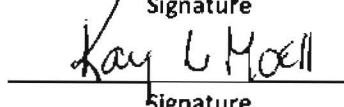
WHEREAS, adequate maintenance is defined herein as the general upkeep of the facilities, specifically the mowing and trimming of grasses or other vegetative cover and the removal of litter and other minor debris that could impact the functionality of the facility or that would otherwise be considered 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:	Dennis C. Noell		9-13-11
	Printed Name	Signature	Date
Owner/Agent:	Kay Noell		9/13/11
	Printed Name	Signature	Date

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

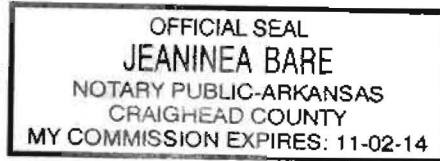
On this day before me, the undersigned officer, personally appeared Dennis and Kay Noell, to me well known to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had executed the same for the purposes therein stated and set forth.

WITNESS my hand and seal this 13 day of September 2011.

Jeanine Bare

Notary Public (Printed Name)

Jeanine Bare
Notary Public (Signature)



My Commission Expires: 11/2/14

Accepted by:

Mayor

Date

City Clerk

Date



Legislation Details (With Text)

File #:	RES-11:169	Version:	1	Name:	Contract with Garver LLC for engineering on the Bridge Street Bridge project
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	9/20/2011	In control:		In control:	Public Works Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH GARVER, LLC TO PERFORM PROFESSIONAL ENGINEERING SERVICES				
Sponsors:	Engineering				
Indexes:	Contract				
Code sections:					
Attachments:	Agreement.pdf				

Date	Ver.	Action By	Action	Result
10/4/2011	1	Public Works Council Committee		

Title

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH GARVER, LLC TO PERFORM PROFESSIONAL ENGINEERING SERVICES

Body

WHEREAS, the City of Jonesboro desires to enter into an agreement for professional engineering services for site investigations, structural analysis and design, and preparing detailed contract plans for rehabilitation improvements to the Bridge Street Bridge in the City of Jonesboro;

WHEREAS, based on annual Statement of Qualifications submitted, the firm selected to perform professional engineering services for rehabilitation improvements to the Bridge Street Bridge is Garver, LLC;

WHEREAS, Garver, LLC has agreed to provide the Scope of Services detailed in the attached agreement for a lump sum cost of \$49,500.00;

WHEREAS, funding for the execution of the agreement shall come from the Capital Improvements budget and compensation shall be paid in accordance with the agreement.

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 an agreement with Garver, LLC in the amount of \$49,500.00 to perform professional engineering services for the rehabilitation improvements to the Bridge Street Bridge.

Section 2: That the funding for the execution of the agreement shall come from the Capital Improvements budget and compensation shall be paid in accordance with the agreement.

Section 3: 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.

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
CITY OF JONESBORO
JONESBORO, ARKANSAS
Project No. 11017150**

This is an agreement made as of September 13, 2011, between the **City of Jonesboro**, hereinafter called "Owner" and **Garver, LLC**, hereinafter called the "Engineer".

The Owner intends to make the following improvements:

Repairs to the Bridge Street Bridge including the bridge deck, bridge joints, bearing replacement, and spall repair.

The Engineer will provide engineering services related to these improvements as described herein.

The Owner and the Engineer in consideration of the mutual covenants in this contract agree in respect of the performance of professional engineering services by the Engineer and the payment for those services by the Owner as set forth below. Execution of the agreement by the Engineer and the Owner constitutes the Owner's written authorization to the Engineer to proceed on the date first above written with the services described herein.

SECTION 1 - EMPLOYMENT OF THE ENGINEER

The Owner agrees to employ the Engineer, and the Engineer agrees to perform professional engineering services in connection with the proposed improvements as stated in the sections to follow. These services will conform to the requirements and standards of the Owner, and the standards of skill and care ordinarily used by members of the Engineer's profession practicing under similar conditions. For having rendered such services, the Owner agrees to pay the Engineer compensation as stated in the sections to follow. All of the engineering and surveying services included in this agreement will be supplied by the Engineer's personnel.

SECTION 2 - SCOPE OF SERVICES

The Engineer's scope of services is described in attached Appendix A.

SECTION 3 - PAYMENT

For the work described under SECTION 2 - SCOPE OF SERVICES, the Owner will pay the Engineer on a lump sum basis. The Owner intends to pay the Engineer from its General Fund and represents that funds are available to pay the Engineer from the General Fund, or funds will be borrowed from another source as necessary to pay the Engineer.

If any payment due the Engineer under this agreement is not received within 60 days from date of invoice, the Engineer may elect to suspend services under this agreement without penalty or

liquidated damages assessed from the Owner.

The table below presents a summary of the fee amounts and fee types for this contract.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Construction Plans - Rehabilitation	\$49,500	Lump Sum
TOTAL FEE	\$49,500	Lump Sum

The lump sum amount to be paid under this agreement is \$49,500. For informational purposes, a breakdown of the Engineer's estimated costs is included in Appendix B with approximate current hourly rates for each employee classification.

The Owner will pay the Engineer on a monthly basis, based upon statements submitted by the Engineer to the Owner indicating the estimated proportion of the work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge. Any unused portion of the fee, due to delays beyond the Engineer's control, will be increased 6% annually with the first increase effective on or about June 1, 2012.

Additional Services (Extra Work). For work not described or included in Section 2 – Scope of Services but requested by the Owner in writing, the Owner will pay the Engineer, for time spent on the project, at the rates shown in Appendix B for each classification of the Engineer's personnel plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Appendix B will be increased annually with the first increase effective on or about June 1, 2012.

SECTION 4 - OWNER'S RESPONSIBILITIES

In connection with the project, the Owner's responsibilities shall include, but not be limited to, the following:

1. Giving thorough consideration to all documents presented by the Engineer and informing the Engineer of all decisions within a reasonable time so as not to delay the work of the Engineer.
2. Making provision for the employees of the Engineer to enter public and private lands as required for the Engineer to perform necessary preliminary surveys and other investigations.
3. Coordination with the BNSF and UP railroads.
4. Removal of a portion of the bridge deck sliding plates at designated locations to explore the existing condition underneath. (4 locations)
5. Removal of a portion of existing asphalt overlay at the top of the approach slab to determine the thickness of the overlay. (2 locations)
6. Obtaining the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition

and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this contract, except as otherwise described in Section 2 – Scope of Services.

7. Furnishing the Engineer such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of the Owner. Such documents or data will be returned upon completion of the work or at the request of the Owner.
8. Paying all plan review and advertising costs in connection with the project.
9. Providing legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
10. Furnishing permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
11. Giving prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the project or other events which may substantially alter the Engineer's performance under this Agreement.
12. Owner will not hire any of the Engineer's employees during performance of this contract and for a period of one year beyond completion of this contract.

SECTION 5 – MISCELLANEOUS

5.1 Instruments of Service

The Engineer's instruments of service provided by this agreement consist of the printed hard copy reports, drawings, and specifications issued for the Assignment or Project; whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the Owner, the Engineer will furnish to the Owner both printed hard copies and electronic media. In the event of a conflict in their content, however, the printed hard copies shall take precedence over the electronic media.

The Engineer's electronic media are furnished without guarantee of compatibility with the Owner's software or hardware, and the Engineer's sole responsibility for the electronic media is to furnish a replacement for defective disks within thirty (30) days after delivery to the Owner.

The Engineer retains ownership of the printed hard copy drawings and specifications and the electronic media. The Owner is granted a license for their use, but only in the operation and maintenance of the Project or Assignment for which they were provided. Use of these materials for modification, extension, or expansion of this Project or on any other project, unless under the direction of the Engineer, shall be without liability to the Engineer and the Engineer's consultants. The Owner shall indemnify, defend, save harmless the Engineer, the Engineer's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of the Owner's use of these materials for modification, extension, or expansion of this Project or on any other project not under the direction of the Engineer.

Because data stored in electronic media form can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that the Owner shall indemnify, defend, save harmless the Engineer, the Engineer's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of changes or modifications to the data in electronic media form in the Owner's possession or released to others by the Owner and for any use of the electronic media and printed hard copy drawings and specifications outside the license granted by this provision.

5.2 Opinions of Cost

Since the Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, the Engineer's Estimates of Project Costs and Construction Costs provided for herein are to be made on the basis of the Engineer's experience and qualifications and represent the Engineer's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the Engineer cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from estimates prepared by the Engineer.

The Owner understands that the construction cost estimates developed by the Engineer do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the Owner, the Engineer will not be required to re-design the project without additional compensation.

5.3 Utilities

The Engineer will not research existing utilities. However, we will include any utility information provided by the City.

5.4 Insurance

The Engineer currently has in force, and agrees to maintain in force for the life of this Contract, the following schedule of insurance:

Worker's Compensation	Statutory Limit
Automobile Liability (Combined Property Damage and Bodily Injury)	\$500,000.00
General Liability (Combined Property Damage and Bodily Injury)	\$1,000,000.00
Professional Liability	\$2,000,000.00

5.5 Records

The Engineer will retain all pertinent records for a period of two years beyond completion of the project. Owner may have access to such records during normal business hours.

5.6 Indemnity Provision

Subject to the limitation on liability set forth in Section 5.8, the Engineer agrees to indemnify the Owner for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of the Engineer, its subconsultants, or any other party for whom the Engineer is legally liable, in the performance of their professional services under this contract.

The Owner agrees to indemnify the Engineer for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of the Owner, its agents, or any other party for whom the Owner is legally liable, in the performance of their professional services under this contract.

In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of the Engineer and the Owner, they shall be borne by each party in proportion to its own negligence.

5.7 Design without Construction Phase Services

It is understood and agreed that the Engineer's Scope of Services under this Agreement does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the Owner. The Owner assumes all responsibility for interpretation of the Construction Contract Documents and for construction observation and supervision and waives any claims against the Engineer that may be in any way connected thereto.

In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any loss, claim or cost, including reasonable attorneys' fees and costs of

defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Construction Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Engineer.

If the Owner requests in writing that the Engineer provide any specific construction phase services and if the Engineer agrees in writing to provide such services, then they shall be compensated for the work as Additional Services.

5.8 Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Owner and the Engineer, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Engineer to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of the Engineer to all those named shall not exceed \$500,000, or the Engineer's total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contractor warranty, and indemnity obligations.

Engineer shall not be liable to Owner for any special, indirect, or consequential damages, such as, but not limited to, loss of revenue or loss of anticipated profits.

5.9 Mediation

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and the Engineer agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

The Owner and the Engineer further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

SECTION 6 - CONTROL OF SERVICES

This is an Arkansas Contract and in the event of a dispute concerning a question of fact in connection with the provisions of this contract which cannot be disposed of by mutual agreement between the Owner and Engineer, the matter shall be resolved in accordance with the Laws of the State of Arkansas.

This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one (1) party through no fault to the other party or for the convenience of the Owner upon delivery of written notice to the Engineer. If this Agreement is so terminated, the Engineer shall be paid for the time and materials expended to accomplish the services performed to date, as provided in SECTION 3 - PAYMENT; however, the

Engineer may be required to furnish an accounting of all costs.

SECTION 7 - SUCCESSORS AND ASSIGNS

The Owner and the Engineer each bind himself and his successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the Owner nor the Engineer shall assign, sublet, or transfer their interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION 8 - APPENDICES AND EXHIBITS

8.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:

- 8.1.1 Appendix A - Scope of Services
- 8.1.2 Appendix B - Fee Spreadsheet

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

OWNER

ENGINEER

CITY OF JONESBORO

GARVER, LLC

By: _____

By: *[Signature]*

Title: _____

Title: *Vice President*

ATTEST: _____

ATTEST: *[Signature]*

APPENDIX A – SCOPE OF SERVICES

2.1 General

Generally, the scope of services includes site investigations, structural analysis and design, and preparing detailed contract plans for rehabilitation improvements to the Bridge Street Bridge. Improvements will consist primarily of the following:

- **Determination of Repairs** – The Bridge Street Bridge Rehab Project will involve a site visit to assess the bridge condition and determine the repair needs. In addition, the latest AHTD bridge inspection report, the existing bridge plans, and the repair plans from 1979 will be reviewed.
- **Bridge Deck** – Based on the site visit on April 14, 2011, the bridge deck that was visually inspected appears to be in good shape. The plans will include removal and replacement of the existing asphalt overlay with a new concrete transition at both ends of bridge. The repair may involve approach slab removal and replacement.
- **Bridge Joints** – The plans will include details for joint replacement using X.J.S. Joints. A portion of the existing slider plates will be removed and new nosing material will be added at each joint.
- **Bearing Replacement** – The plans will include details to replace the existing rocker bearings with new elastomeric bearings. New concrete pedestals at piers may be needed for the bearing replacement. For all piers adjacent to the railroad tracks, a structural steel support system will be designed and detailed to facilitate bearing removal and replacement of the bearings with minimum interference with the railroad tracks. For the other piers, the contractor will be required to provide the jacking and bracing using his/her preferred method and utilizing existing equipments and material and thus this will minimize the cost of the operation.
- **Spall Repair** – The plans will provide spall repair details for the beams, piers, and abutments. The plans will identify field designated locations. We also recommend the use of Fiber Reinforcing Wrapping for spalls located at the columns and beam ends to provide additional strength.
- **Maintenance of Traffic** – Bearing replacement, joint replacement, and approach slab repair portion of bridge repair work cannot be performed under traffic; therefore, traffic control plans for a signed detour will be developed to reroute the traffic during these particular repairs. The contractor can perform the other work during this period.
- **Specifications** – Garver will provide specifications and special provisions necessary for the inclusion in the bid documents.

- **Opinion of Probable Cost** – Garver will provide a probable cost based on weighted averages and experience.

2.4 Coordination

The Engineer will attend coordination meetings with the Owner and other agencies/railroad officials as required.

2.7 Preliminary Design

The preliminary design phase submittal will include a site visit, drawings, and an opinion of probable construction cost. The preliminary design phase will represent approximately 60 percent of final construction contract plans. This submittal will not include technical specifications or “front end” contract documents. The Engineer will not begin final design until the preliminary design is approved by the Owner in writing.

2.8 Final Design

During the final design phase of the project, the Engineer will conduct final designs to prepare construction plans and specifications, for one construction contract, including final construction details and quantities, special provisions, and opinion of probable construction cost. The Engineer will also make final field inspection with Owner, make any needed plan changes as a result of the final field inspection.

2.14 Project Deliverables

The following will be submitted to the Owner, or others as indicated, by the Engineer:

1. Three copies of the Preliminary Plans with opinion of probable construction cost.
2. Three copies of the Final Plans and Specifications with opinion of probable construction cost.
3. Electronic files as requested.

2.15 Extra Work

The following items are not included under this agreement but will be considered as extra work:

1. Redesign for the Owner’s convenience or due to changed conditions after previous alternate direction and/or approval.
2. Submittals or deliverables in addition to those listed herein.
3. Coordination or design of any utilities relocation.
4. Preparation of a Storm Water Pollution Prevention Plan (SWPPP).
5. Construction materials testing.
6. Geotechnical testing.
7. Surveying.
8. Advertising and bid services.
9. Title II services.
10. Construction administration and inspection.
11. Front end sections of construction contract documents.
12. Load rate the bridge
13. Plans for temporary construction easement for the contractor’s equipment and storage of

material during construction.

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and the Engineer.

2.16 Schedule

The Engineer shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

<u>Phase Description</u>	<u>Calendar Days</u>
Site Visit and Inspection	7 days from start date
Analyze Existing Plans and Reports	14 days from start date
Preliminary Design	77 days from start date
Final Site Visit with City	7 days from receipt of Owner's comments
Final Plans	21 days from receipt of Owner's comments

APPENDIX B
Project Name/Number
Garver Hourly Rate Schedule

Classification	Rates
Engineers / Architects	
E-1	\$ 88.00
E-2	\$ 99.00
E-3	\$ 123.00
E-4	\$ 143.00
E-5	\$ 176.00
E-6	\$ 235.00
Planners	
P-1	\$ 103.00
P-2	\$ 124.00
Designers	
D-1	\$ 80.00
D-2	\$ 111.00
Technicians	
T-1	\$ 71.00
T-2	\$ 92.00
Surveyors	
S-1	\$ 38.00
S-2	\$ 51.00
S-3	\$ 67.00
S-4	\$ 99.00
S-5	\$ 127.00
2-Man Crew (Survey)	\$ 160.00
3-Man Crew (Survey)	\$ 200.00
2-Man Crew (GPS Survey)	\$ 180.00
3-Man Crew (GPS Survey)	\$ 220.00
Construction Observation	
C-1	\$ 77.00
C-2	\$ 108.00
C-3	\$ 144.00
Administration	
X-1	\$ 49.00
X-2	\$ 66.00
X-3	\$ 109.00

APPENDIX B

CITY OF JONESBORO BRIDGE STREET BRIDGE REHAB PROJECT

FEE SUMMARY

<u>Title I Services</u>	<u>Estimated Fees</u>
Rehab Plans	\$49,500.00
Subtotal for Title I Services	\$49,500.00

APPENDIX B

CITY OF JONESBORO
BRIDGE STREET BRIDGE REHAB PROJECT

BRIDGE REPAIR

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	F-2	P-1	D-2	D-1	T-2	T-1	S-5	S-4	S-3	S-2	S-1	2-Man Crew (Survey)	3-Man Crew (Survey)	2-Man Crew (GPS Survey)	3-Man Crew (GPS Survey)	C-3	C-2	C-1	X-3	X-2	X-1	MANHOUR SUBTOTALS
	\$225.00 hr	\$176.00 hr	\$142.00 hr	\$125.00 hr	\$99.00 hr	\$86.00 hr	\$124.00 hr	\$109.00 hr	\$111.00 hr	\$60.00 hr	\$92.00 hr	\$71.00 hr	\$127.00 hr	\$95.00 hr	\$67.00 hr	\$51.00 hr	\$36.00 hr	\$160.00 hr	\$200.00 hr	\$160.00 hr	\$220.00 hr	\$144.00 hr	\$108.00 hr	\$77.00 hr	\$105.00 hr	\$66.00 hr	\$45.00 hr	
1. Preliminary Plans																												
Site Visit		6		6																								
Layout Drawing				1	7						7																	
Quantities and General Notes				3	7						7																	
Typical Section Drawing (bearings)					3						7																	
Bearing Assembly Design and Detailing (steel units -36 Bearing)				7	24						18																	
Joint Removal and Replacement with X.J.S. Joints (13 joints)				3	8						7																	
Spall Repair Details				1	7						7																	
Approach Slab Repair Details				1	7						3																	
Jacking and Bracing Design and Details by Railroad Track Piers				8	12						12																	
Riser Blocks detailing		1		3	12						12																	
Regular Jacking Details (spans not adjacent to the railroad track)				1	3						3																	
Railroad Clearance Details and Special Specifications		1		1	7						7																	
Railroad Coordination		7		7																								
Maintenance of Traffic		3				12																						
Probable Cost Estimate		1		1	6																							
Subtotal - Preliminary Plans	0	21	0	47	122	12	0	0	0	0	108	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
2. Final Plans																												
Site Visit		8		8																								
Coordination Meeting		8		8																								
Layout Drawing				1	1						1																	
Quantities and General Notes				1	1						1																	
Specifications		2		4	16						8																	
Typical Section Drawing (bearings)				1	1						1																	
Bearing Assembly Design and Detailing (steel units -36 Bearing)				1	8						6																	
Joint Removal and Replacement with X.J.S. Joints (13 joints)				1	3						1																	
Spall Repair Details				1	1						1																	
Approach Slab Repair Details				1	4						1																	
Jacking and Bracing Design and Details by Railroad Track Piers				1	4						4																	
Riser Blocks detailing		1		1	6						6																	
Regular Jacking Details (spans not adjacent to the railroad track)				1	4						4																	
Railroad Clearance Details and Special Specifications		1		1	1						1																	
Railroad Coordination		1		1	1						1																	
Maintenance of Traffic		1				4																						
Probable Cost Estimate		1		1	2																							
Subtotal - Final Plans	0	23	0	33	48	0	0	0	0	0	36	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

Hours: 0 44 0 80 170 12 0 0 0 0 144 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 450

Salary Costs: \$0.00 \$7,744.00 \$0.00 \$9,840.00 \$16,830.00 \$1,056.00 \$0.00 \$0.00 \$0.00 \$0.00 \$13,248.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$48,718.00

SUBTOTAL - SALARIES: \$48,718.00

DIRECT NON-LABOR EXPENSES
 Document Printing/Reproduction/Assembly \$232.00
 Postage/Freight/Courier \$100.00
 Office Supplies/Equipment \$50.00
 Communications \$0.00
 Survey Supplies \$0.00
 Aerial Photography \$0.00
 GPS Equipment \$0.00
 Computer Modeling/Software Use \$0.00
 Traffic Counting Equipment \$0.00
 Travel Costs \$400.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$782.00

SUBTOTAL: \$49,500.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$49,500.00



Legislation Details (With Text)

File #:	RES-11:176	Version:	1	Name:	Contract with Regions Bank for Southside Softball sign sponsorship
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	10/4/2011	In control:		In control:	Public Services Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH REGIONS BANK FOR SPONSORSHIP OF ONE SCOREBOARD SIGN AT SOUTHSIDE SOFTBALL COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	Regions Bank				

Date	Ver.	Action By	Action	Result
10/10/2011	1	Public Services Council Committee		

title

A RESOLUTION TO CONTRACT WITH REGIONS BANK FOR SPONSORSHIP OF ONE SCOREBOARD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

body

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

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

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

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Regions Bank 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 **Regions Bank** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this **06th** Day of **October, 2011** (the "Effective Date").

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

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

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

I. Term

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

II. Advertisement at Facilities

- (1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR's logo shall be put on one 20" X 7' score board to be displayed on chosen field at FACILITY for a period of **(3) three years**.
- (2) It is agreed between the parties that the SPONSOR shall pay over a period of **3 years** for the sign and sponsorship the total sum of **\$1500.00**.
A sum of **\$500.00** shall be paid on **November 6, 2011**.
A sum of **\$500.00** shall be paid on **November 6, 2012**.
A sum of **\$500.00** shall be paid on **November 6, 2013**.

- (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 a 20" x 7' 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: **Regions Bank**
Name: Jimmy Workman
Title: President
Date: 10-3-11

CITY OF JONESBORO

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

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #: RES-11:178 **Version:** 1 **Name:** Contract with NEA Baptist for Southside Softball sign sponsorship
Type: Resolution **Status:** Recommended to Council
File created: 10/5/2011 **In control:** Public Services Council Committee
On agenda: **Final action:**
Title: A RESOLUTION TO CONTRACT WITH NEA BAPTIST CLINIC FOR SPONSORSHIP OF FIVE SCOREBOARD SIGNS AT SOUTHSIDE SOFTBALL COMPLEX
Sponsors: Parks & Recreation
Indexes: Contract
Code sections:
Attachments: [Nea Baptist Clinic](#)

Date	Ver.	Action By	Action	Result
10/10/2011	1	Public Services Council Committee		

title

A RESOLUTION TO CONTRACT WITH NEA BAPTIST CLINIC FOR SPONSORSHIP OF FIVE SCOREBOARD SIGNS AT SOUTHSIDE SOFTBALL COMPLEX

body

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

WHEREAS, NEA Baptist Clinic is seeking sponsorship recognition on five scoreboard signs at Southside Softball Complex; and

WHEREAS, NEA Baptist Clinic is sponsoring the five score board signs for the sum of \$2,500 per year for a period of 3 years;

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with NEA Baptist Clinic for the sponsorship of five scoreboard signs 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 A SCORE BOARD SIGN LOCATED AT
SOUTHSIDE SOFTBALL COMPLEX

This agreement is made by and between Nea Baptist Clinic (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this 18th Day of October, 2011 (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 scoreboard signs 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 5' 20" X 7' signs to be displayed on chosen scoreboard's at FACILITY for a period of **(3) three years**.

- (2) It is agreed between the parties that the SPONSOR shall pay **\$7,500** for the signs and sponsorship.

A sum of **\$2,500** shall be paid on **November 1, 2011**

A sum of **\$2,500** shall be paid on **November 1, 2012**.

A sum of **\$2,500** shall be paid on **November 1, 2013**.

- (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 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 a 20'' x 7' sign to be placed for SPONSOR'S designated scoreboards. 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: **Nea Baptist Clinic**

Name: Deaundra Maddell
Title: Director of Marketing
Date: 10-5-11

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #: RES-11:179 **Version:** 1 **Name:** Firemen's pension fund millage
Type: Resolution **Status:** Recommended to Council
File created: 10/6/2011 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**

Title: A RESOLUTION APPROVING THE RECOMMENDATION OF THE LOCAL FIREMENS PENSION BOARD AND TO LEVY A ONE-HALF (.5) MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE LOCAL FIREMENS PENSION AND RELIEF FUND

Sponsors: Finance

Indexes: Millages

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
10/11/2011	1	Finance & Administration Council Committee		

Title

A RESOLUTION APPROVING THE RECOMMENDATION OF THE LOCAL FIREMENS PENSION BOARD AND TO LEVY A ONE-HALF (.5) MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE LOCAL FIREMENS PENSION AND RELIEF FUND

body

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

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

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

WHEREAS, the duly qualified and acting Board of the Fire Pension Fund has enacted and certified to the City Clerk a resolution finding that a regulated sum is necessary to discharge the functions of said Board in the year of 2012; and

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

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

Section 1: The City Council approves the resolution of the Fire Pension Fund board.

Section 2: The County Clerk is hereby authorized and directed to extend said tax upon the tax book, and that the same be collected in the same manner as other property taxes are collected.



Legislation Details (With Text)

File #: RES-11:180 **Version:** 1 **Name:** Police pension fund millage
Type: Resolution **Status:** Recommended to Council
File created: 10/6/2011 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**

Title: A RESOLUTION APPROVING THE RECOMMENDATION OF THE JONESBORO POLICE PENSION BOARD AND TO LEVY A ONE-HALF (.5) MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE JONESBORO POLICE PENSION FUND

Sponsors: Finance

Indexes: Millages

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
10/11/2011	1	Finance & Administration Council Committee		

Title

A RESOLUTION APPROVING THE RECOMMENDATION OF THE JONESBORO POLICE PENSION BOARD AND TO LEVY A ONE-HALF (.5) MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE JONESBORO POLICE PENSION FUND

body

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

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

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

WHEREAS, the duly qualified and acting Board of the Jonesboro Police Pension Fund has enacted and certified to the City Clerk a resolution finding that the regulated sum is necessary to discharge the functions of said Board in the year of 2012; and

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

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

Section 1: The City Council approves the resolution of the Jonesboro Police Pension Fund board.

Section 2: The County Clerk is hereby authorized and directed to extend said tax upon the tax book, and that

the same be collected in the same manner as other property taxes are collected.



Legislation Details (With Text)

File #: RES-11:181 **Version:** 1 **Name:** Public library millage
Type: Resolution **Status:** Recommended to Council
File created: 10/6/2011 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: A RESOLUTION TO LEVY A 2 MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE PUBLIC LIBRARY TAX
Sponsors: Finance
Indexes: Millages
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
10/11/2011	1	Finance & Administration Council Committee		

Title

A RESOLUTION TO LEVY A 2 MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE PUBLIC LIBRARY TAX

body

WHEREAS, pursuant to the terms of Amendment 30 of the Constitution of the State of Arkansas, a duly qualified election was held upon presentation of a petition by voters; and,

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

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

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

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



Legislation Details (With Text)

File #: ORD-11:069 **Version:** 1 **Name:** Amend salary plan to add an office manager to the Parks Department
Type: Ordinance **Status:** First Reading
File created: 9/6/2011 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: AN ORDINANCE TO AMEND THE 2011 ANNUAL BUDGET AND THE CITY SALARY & ADMINISTRATION PLAN FOR THE CITY OF JONESBORO TO ADD AN OFFICE MANAGER TO THE PARKS AND RECREATION DEPARTMENT
Sponsors: Parks & Recreation, Human Resources
Indexes: Position - creation/amendment
Code sections:
Attachments: [Office Manager - Parks](#)

Date	Ver.	Action By	Action	Result
10/11/2011	1	Finance & Administration Council Committee		

title
AN ORDINANCE TO AMEND THE 2011 ANNUAL BUDGET AND THE CITY SALARY & ADMINISTRATION PLAN FOR THE CITY OF JONESBORO TO ADD AN OFFICE MANAGER TO THE PARKS AND RECREATION DEPARTMENT

Body

WHEREAS, Ordinance Number 10:090 adopted the 2011 Budget; and

WHEREAS, Resolution Number 09:201 adopted the City Salary & Administration Plan; and

WHEREAS, it is recommended by the Finance Committee, to ensure sufficient staffing in the Parks and Recreation Department, that the position of Office Manager be added;

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

SECTION 1: The annual 2011 budget of the City of Jonesboro is amended by the addition of a Office Manager in the Parks & Recreation Department; and

SECTION 2: The City Salary & Administration Plan is amended to include the position of Officer Manager, in the Parks and Recreation Department, at a grade 113 with a salary range of \$30,199 to \$46,367.

SECTION 3: For the operational continuity of the City of Jonesboro it is hereby found and declared that an emergency exists and that this ordinance shall take effect from and after its passage and approval.

March 2011

Office Manager - Parks

Job Description

Exempt: No
Department: Parks and Recreation Department
Reports To: Parks and Recreation Director
Location: 3009 Dan Avenue Jonesboro AR
Date Prepared: June 28, 2011

GENERAL DESCRIPTION OF POSITION

General purpose is to assist in the day to day operations of the Parks & Recreation Department.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Acts as receptionist; answers the telephone and greets visitors, provides information, and takes messages for department staff. This duty is performed daily.
2. Utilization of recreational software that includes enrolling patrons and checking in visitors. This duty is performed daily.
3. Maintains office supply inventory; purchases office supplies as needed. This duty is performed irregularly.
4. Performs limited research concerning cemetery issues. This duty is performed irregularly.
5. Processes invoices and prepares authorization for payment forms. This duty is performed irregularly.
6. Assists with taking reservations and accepting fees for park facility rentals as needed. This duty is performed daily.
7. Work leader for part-time personnel. This duty is performed irregularly.
8. Assists with taking reservations and accepting fees for park facility rentals as needed. This duty is performed daily.
9. Composes and types routine correspondence. This duty is performed daily.
10. Work leader for part-time personnel. This duty is performed irregularly.
11. Sorts and distributes incoming and outgoing mail. This duty is performed daily.
12. Perform any other related duties as required or assigned.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty mentioned satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

EDUCATION AND EXPERIENCE

Knowledge of a specialized field (however acquired), such as basic accounting, computer, etc.
Equivalent of four years in high school, plus night, trade extension, or correspondence school specialized

training, equal to two years of college, plus 3 years related experience and/or training, and 7 to 11 months related management experience, or equivalent combination of education and experience.

RESPONSIBILITY FOR FUNDS, PROPERTY and EQUIPMENT

None.

SUPERVISORY RESPONSIBILITIES

None.

COMMUNICATION SKILLS

Ability to write reports, business correspondence, and policy/procedure manuals; Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

MATHEMATICAL SKILLS

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts such as fractions, ratios, and proportions to practical situations.

CRITICAL THINKING SKILLS

Ability to use common sense understanding in order to carry out detailed written or oral instructions. Ability to deal with problems involving a few known variables in situations of a routine nature.

SUPERVISION RECEIVED

Under direction where a definite objective is set up and the employee plans and arranges own work, referring only unusual cases to supervisor.

PLANNING

Considerable responsibility with regard to general assignments in planning time, method, manner, and/or sequence of performance of own work; may also occasionally assist in the planning of work assignments performed by others within a limited area of operation.

DECISION MAKING

Performs work operations which permit frequent opportunity for decision-making of minor importance and also frequent opportunity for decision-making of major importance; the latter of which would affect the work operations of other employees and/or clientele to a moderate degree.

MENTAL DEMAND

Close mental demand. Operations requiring close and continuous attention for control of operations. Operations requiring intermittent direct thinking to determine or select the most applicable way of handling situations regarding the organization's administration and operations; also to determine or select material and equipment where highly variable sequences are involved.

ANALYTICAL ABILITY / PROBLEM SOLVING

Moderately structured. Fairly broad activities using moderately structured procedures with only generally guided supervision. Interpolation of learned things in somewhat varied situations.

USE OF MACHINES, EQUIPMENT AND/OR COMPUTERS

Occasional use of complex machines and equipment (desktop/laptop computer and software, road and production machines and equipment, etc.)

ACCURACY

Probable errors would not likely be detected until they reached another department, office or patron, and would then require considerable time and effort to correct the situation. Frequently, possibility of error that would affect the organization's prestige and relationship with the public to a limited extent, but

where succeeding operations or supervision would normally preclude the possibility of a serious situation arising as a result of the error or decision.

PUBLIC CONTACT

Regular contacts with patrons, either within the office or in the field. May also involve occasional self-initiated contacts to patrons. Lack of tact and judgment may result in a limited type of problem for the organization.

EMPLOYEE CONTACT

Contacts of considerable importance within the department or office, such as those required in coordination of effort, or frequent contacts with other departments or offices, generally in normal course of performing duties. Requires tact in discussing problems and presenting data and making recommendations, but responsibility for action and decision reverts to others.

REQUIRED CERTIFICATES, LICENSES, REGISTRATIONS

Not indicated.

PREFERRED CERTIFICATES, LICENSES, REGISTRATIONS

Not indicated.

SOFTWARE SKILLS REQUIRED

Intermediate: Accounting, Database, Spreadsheet, Word Processing/Typing

Basic: 10-Key, Alphanumeric Data Entry, Payroll Systems, Presentation/PowerPoint

ADDITIONAL INFORMATION

Not indicated.

PHYSICAL ACTIVITIES

The following physical activities described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions and expectations.

While performing the functions of this job, the employee is regularly required to stand, walk, sit, use hands to finger, handle, or feel, reach with hands and arms, talk or hear; and frequently required to taste or smell; occasionally required to climb or balance, stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision; and distance vision.

ENVIRONMENTAL CONDITIONS

The following work environment characteristics described here are representative of those an employee encounters while performing essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the functions of this job, the employee is occasionally exposed to outdoor weather conditions. The noise level in the work environment is usually moderate.



Legislation Details (With Text)

File #: ORD-11:076 **Version:** 1 **Name:** Establishing new ward boundaries
Type: Ordinance **Status:** First Reading
File created: 9/14/2011 **In control:** City Council
On agenda: **Final action:**
Title: AN ORDINANCE TO AMEND SECTION 2.55 OF THE JONESBORO CODE OF ORDINANCES FOR THE ESTABLISHMENT OF NEW WARD BOUNDARIES BASED ON THE 2010 CENSUS INFORMATION AND UTILIZATION OF THE SECRETARY OF STATE'S SOFTWARE PROGRAM
Sponsors: Mayor's Office
Indexes: Other
Code sections:
Attachments:

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

title
AN ORDINANCE TO AMEND SECTION 2.55 OF THE JONESBORO CODE OF ORDINANCES FOR THE ESTABLISHMENT OF NEW WARD BOUNDARIES BASED ON THE 2010 CENSUS INFORMATION AND UTILIZATION OF THE SECRETARY OF STATE'S SOFTWARE PROGRAM

body
WHEREAS, the Jonesboro City Council adopted resolution file number RES-11:133 on August 2, 2011, authorizing the Mayor and City Clerk to utilize the assistance of computer software through the Secretary of State's Office for the establishment of new ward boundaries; And

WHEREAS, criteria was submitted based on information from the 2010 census; And

WHEREAS, all effort is being made to have the new ward boundaries completed by mandated State deadlines for the 2012 election.

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

SECTION 1: That Section 2.55 of the City of Jonesboro Code of Ordinances is hereby amended to read as follows:

WARD 1: Beginning at the intersection of the Railroad and the Corporate Limits (near Mahon Drive); thence easterly along the Railroad to the centerline of South Culberhouse Street; thence south along the centerline of South Culberhouse Street to the centerline of West Oak Street; thence west along the centerline of West Oak Street to the centerline of Flint Street; thence south along the centerline of Flint Street to the centerline of West Nettleton Avenue; thence west along the centerline of West Nettleton to the centerline of Cole Street; thence south along the centerline of Cole Street to the centerline of Wood Street; thence southwesterly along the centerline of Wood Street to the centerline of US Highway 63 (Joe N Martin Expressway); thence easterly along the centerline of US Highway 63 (Joe N Martin Expressway) to the centerline of US Highway 49 (Southwest Drive); thence southerly along the centerline of US Highway 49 (Southwest Drive) to the centerline of Wood Street; thence northwesterly along the centerline of Wood Street to the centerline of Neely Road;

thence westerly along the centerline of Neely Road to the centerline of Woodsprings Road; thence westerly along the centerline of Woodsprings Road to the centerline of Friendly Hope Road; thence southerly along the centerline of Friendly Hope Road to the centerline of Flemon Road; thence easterly along the centerline of Flemon Road to the intersection of Flemon Road, Kellers Chapel Road and Maple Valley Drive; thence southerly along the centerline of Maple Valley Drive to the intersection of Maple Valley Drive, US Highway 49 (Southwest Drive) and Wimpy Lane; thence southerly along the centerline of Wimpy Lane to the Corporate Limits; thence westerly along the Corporate Limits to the point of beginning.

WARD 2: Beginning at the intersection of Culberhouse Street and the Railroad; thence south along the centerline of South Culberhouse Street to the centerline of West Oak Street ; thence east along the centerline of West Oak Street to the centerline of Flint Street; thence south along the centerline of Flint Street to the centerline of West Nettleton Avenue; thence east along the centerline of Nettleton Avenue to the centerline of Kitchen Street; thence north along the centerline of Kitchen Street to the centerline of East Oak Avenue; thence east along the centerline of East Oak Avenue to the centerline of South Patrick Street; thence north along the centerline of South Patrick Street to the Railroad; thence westerly along the Railroad to the centerline of North Fisher Street; thence Northerly along the centerline of North Fisher Street to the centerline of Aggie Road; thence easterly along the centerline of Aggie Road to the centerline of Howard Street; thence north along the centerline of Howard Street to the centerline of AR Highway 91 (East Johnson Avenue); thence east along the centerline of AR Highway 91 (East Johnson Avenue) to the centerline of Howard Street; thence north along the centerline of Howard Street to the centerline of Calion Street; thence west and north along the centerline of Calion Street to the centerline of Belt Street; thence east along the centerline of Belt Street to the centerline of Greensboro Road; thence northeasterly along the centerline of Greensboro Road to the centerline of North Caraway Road; thence north to the centerline of Lost Creek; thence northeasterly along the centerline of Lost Creek to the intersection of Lost Creek and the Corporate Limits; thence westerly along the Corporate Limits to the intersection of the Corporate Limits and the Railroad (near Mahon Drive); thence easterly along the Railroad to the point of beginning.

WARD 3: Beginning at the intersection of US Highway 49 (East Johnson Avenue)and Clinton School Road; thence southwesterly along the centerline of US Highway 49 (East Johnson Avenue) to the intersection of US Highway 49 (East Johnson Avenue)and Stadium Boulevard; thence south along the centerline of Stadium Boulevard to the centerline of AR Highway 18 (East Highland Drive); thence west along the center line of AR Highway 18 (East Highland Drive) to the centerline of South Caraway Road; thence north along the centerline of South Caraway Road to the centerline of East Nettleton Avenue; thence west along the centerline of East Nettleton Avenue to the centerline of Kitchen Street; thence north along the centerline of Kitchen Street to the centerline of East Oak Avenue; thence east along the centerline of East Oak Avenue to the centerline of South Patrick Street; thence north along the centerline of South Patrick Street to the Railroad; thence westerly along the Railroad to the centerline of North Fisher Street; thence Northerly along the centerline of North Fisher Street to the centerline of Aggie Road; thence easterly along the centerline of Aggie Road to the centerline of Howard Street; thence north along the centerline of Howard Street to the centerline of AR Highway 91 (East Johnson Avenue); thence east along the centerline of AR Highway 91 (East Johnson Avenue) to the centerline of Howard Street; thence north along the centerline of Howard Street to the centerline of Calion Street; thence west and north along the centerline of Calion Street to the centerline of Belt Street; thence east along the centerline of Belt Street to the centerline of Greensboro Road; thence northeasterly along the centerline of Greensboro Road to the centerline of North Caraway Road; thence north to the centerline of Lost Creek; thence northeasterly along the centerline of Lost Creek to the intersection of Lost Creek and the Corporate Limits; thence along the Corporate Limits to the point of beginning.

WARD 4: Beginning at the intersection of West Nettleton Avenue and Cole Street; thence south along the centerline of Cole Street to the centerline of Wood Street; thence southwesterly along the centerline of Wood

Street to the centerline of US Highway 63 (Joe N Martin Expressway); thence southeasterly along the centerline of US Highway 63 (Joe N Martin Expressway) to the centerline of US Highway 49 (Southwest Drive); thence southwesterly along the centerline of US Highway 49 (Southwest Drive) to the centerline of Wood Street; thence northwesterly along the centerline of Wood Street to the centerline of Neely Road; thence westerly along the centerline of Neely Road to the centerline of Woodsprings Road; thence westerly along the centerline of Woodsprings Road to the centerline of Friendly Hope Road; thence southerly along the centerline of Friendly Hope Road to the centerline of Flemon Road; thence easterly along the centerline of Flemon Road to the intersection of Flemon Road, Kellers Chapel Road and Maple Valley Drive; thence southerly along the centerline of Maple Valley Drive to the intersection of Maple Valley Drive, US Highway 49 (Southwest Drive) and Wimpy Lane; thence southerly along the centerline of Wimpy Lane to the Corporate Limits; thence easterly along the Corporate Limits to the centerline of the Railroad (east of South Caraway Road and south of Glover Road); thence northerly along the Railroad to the centerline of AR Highway 1B (Harrisburg Road); thence northerly along the centerline of AR Highway 1B (Harrisburg Road); to the centerline of East Craighead Forest Road; thence west along the centerline of East Craighead Forest Road to the centerline of AR Highway 141 (South Culberhouse Road); thence north along the centerline of AR Highway 141 (South Culberhouse Road) to the centerline of US Highway 63 (Joe N Martin Expressway); thence east along US Highway 63 (Joe N Martin Expressway) to the centerline of AR Highway 1B (Harrisburg Road); thence northerly along the centerline of AR Highway 1B (Harrisburg Road) to the centerline of Stonebridge Drive; thence easterly along the centerline of Stonebridge Drive to the easternmost intersection of Stonebridge Drive and Arrowhead Drive; thence east along the centerline of Arrowhead Drive to the centerline of Indian Trails; thence north along the centerline of Indian Trails to the centerline of AR Highway 18 (East Highland Drive); thence east along the centerline of AR Highway 18 (East Highland Drive) to the centerline of South Caraway Road; thence north along the centerline of South Caraway Road to the centerline of East Nettleton Avenue; thence west along the centerline of East Nettleton Avenue to the point of beginning.

WARD 5: Beginning at the intersection of AR Highway 18 (East Highland Drive) and Stadium Boulevard; thence south along the centerline of Stadium Boulevard to the centerline of Race Street; thence east along the centerline of Race Street to the centerline of Richardson Drive; thence south along the centerline of Richardson Drive to the centerline of US Highway 63 (Joe N Martin Expressway); thence east along the centerline of US Highway 63 (Joe N Martin Expressway) to the centerline of the Railroad; thence southwesterly along the Railroad to the centerline of Colony Drive; thence east along the centerline of Colony Drive to the centerline of Richardson Drive; thence south along the centerline of Richardson Drive to the centerline of Limestone Drive; thence east along the centerline of Limestone Drive to the Corporate Limits; thence southwesterly along the Corporate Limits to the centerline of the Railroad (east of South Caraway Road and south of Glover Road); thence northerly along the Railroad to the centerline of AR Highway 1B (Harrisburg Road); thence northerly along the centerline of AR Highway 1B (Harrisburg Road); to the centerline of East Craighead Forest Road; thence west along the centerline of East Craighead Forest Road to the centerline of AR Highway 141 (South Culberhouse Road); thence north along the centerline of AR Highway 141 (South Culberhouse Road) to the centerline of US Highway 63 (Joe N Martin Expressway); thence east along US Highway 63 (Joe N Martin Expressway) to the centerline of AR Highway 1B (Harrisburg Road); thence northerly along the centerline of AR Highway 1B (Harrisburg Road) to the centerline of Stonebridge Drive; thence easterly along the centerline of Stonebridge Drive to the easternmost intersection of Stonebridge Drive and Arrowhead Drive; thence east along the centerline of Arrowhead Drive to the centerline of Indian Trails; thence north along the centerline of Indian Trails to the centerline of AR Highway 18 (East Highland Drive); thence east along the centerline of AR Highway 18 (East Highland Drive) to the point of beginning.

WARD 6: Beginning at the intersection of US Highway 49 (East Johnson Avenue) and Clinton School Road; thence southwesterly along the centerline of US Highway 49 (East Johnson Avenue) to the intersection of US Highway 49 (East Johnson Avenue) and Stadium Boulevard; thence south along the centerline of Stadium

Boulevard to the centerline of Race Street; thence east along the centerline of Race Street to the centerline of Richardson Drive; thence south along the centerline of Richardson drive to the centerline of US Highway 63 (Joe N Martin Expressway); thence east along the centerline of US Highway 63 (Joe N Martin Expressway) to the centerline of the Railroad; thence southwesterly along the Railroad to the centerline of Colony Drive; thence east along the centerline of Colony Drive to the centerline of Richardson Drive; thence south along the centerline of Richardson Drive to the centerline of Limestone Drive; thence east along the centerline of Limestone Drive to the Corporate Limits; thence northeasterly along the Corporate Limits to the point of beginning.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: It is found and declared by the City Council that an emergency exists and this ordinance being necessary for the preservation of the public peace, health, and safety, shall take effect from and after its passage and approval.



Legislation Details (With Text)

File #: ORD-11:078 **Version:** 1 **Name:** Amend ORD-07:29 regarding Purchases
Type: Ordinance **Status:** First Reading
File created: 10/6/2011 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: AN ORDINANCE TO AMEND ORD-07:29 REGARDING PURCHASES
Sponsors: Finance
Indexes: Code of Ordinances amendment
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
10/11/2011	1	Finance & Administration Council Committee		

Title
AN ORDINANCE TO AMEND ORD-07:29 REGARDING PURCHASES
body

WHEREAS, the municipal governing body shall provide, by ordinance, the procedure for making all purchases which do not exceed the sum set forth in Ark. Code Ann. 14-58-303.

THEREFORE, BE IT ORDAINED, by the Jonesboro City Council that ORD-07:29 be amended as follows:

SECTION 1: ORD-07:29, Section 1, shall read as follows: On all purchases between \$1,000.00 and \$2,000.00 (before sales tax), no less than three telephone bids will be received by the Purchasing Agent and said telephone bids shall be documented. In cases where three or more telephone bids are not obtainable, the Purchasing Agent shall document the said reasons therefore:

SECTION 2: ORD-07:29, Section 2, shall read as follows: Purchases between \$2,000.00 and \$20,000.00 (before sales tax) shall have written approval by the Mayor (or designated person in his absence) before such purchases will be made. No less than three written bids will be received by the Purchasing Agent. In all cases, approval must be before the fact. In cases where three or more written bids are not obtainable, the Purchasing Agent shall document said reasons therefore.

SECTION 3: ORD-07:29, Section 3, shall read as follows: Purchases that amount to \$20,000.00 (before sales tax) or more, the Purchasing Agent shall follow the Formal Bidding Procedures, as outlined in Ark. Code Ann. 14-58-303.

SECTION 4: All ordinances and or parts of ordinances in conflict herewith are hereby specifically repealed.

SECTION 5: It is further found that due to immediate need to expedite the purchasing process and reduce time constraints, 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-11:079	Version:	1	Name:	Authorizing 3% cost of living increase for City employees and elected officials
Type:	Ordinance	Status:		Status:	First Reading
File created:	10/11/2011	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2011 BUDGET AND AUTHORIZING A 3% COST OF LIVING INCREASE TO ALL FULL-TIME EMPLOYEES AND ELECTED OFFICIALS OF THE CITY OF JONESBORO				
Sponsors:	Finance				
Indexes:	Employee benefits				
Code sections:					
Attachments:	Mayor's Statement				

Date	Ver.	Action By	Action	Result
10/11/2011	1	Finance & Administration Council Committee		

Title

AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2011 BUDGET AND AUTHORIZING A 3% COST OF LIVING INCREASE TO ALL FULL-TIME EMPLOYEES AND ELECTED OFFICIALS OF THE CITY OF JONESBORO

body

WHEREAS, all full-time employees and elected officials of the City of Jonesboro are to be provided with a three (3%) percent cost of living increase to be effective retroactively to October 1, 2011.

WHEREAS, the City of Jonesboro passed the 2011 Budget in ORD-10:090, which will need to be amended in order to effectuate said salary increases, and the budgeted amount for salaries will need to be increased a total of \$147,165.28;

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

1. The 2011 Budget is hereby amended to provide for a three percent (3%) cost of living increase for all full-time employees and elected officials of the City of Jonesboro effective October 1st, 2011.
2. The sum of \$147,165.28 shall be added to the budget for salaries, said sum coming from the following funds: General Fund in the amount of \$116,450.44; Street Fund in the amount of \$18,247.74; E-911 Fund in the amount of \$5,368.37; Federal Grant in the amount of \$2,064.33; CDBG in the amount of \$833.38; MPO in the amount of \$529.12; Softball in the amount of \$253.91 and Jets in the amount of \$3,417.98.
3. This ordinance being necessary for the financial continuity of the City of Jonesboro, Arkansas an emergency is declared to exist and this ordinance shall take effect from and after its passage and approval.

STATEMENT REGARDING 3% COL

This administration has made fiscal responsibility our top priority. We have worked diligently to streamline and improve efficiencies in reporting, been completely committed to full transparency, and have made daily management of cash and expenses en route to a balanced budget our primary goal.

I am proud of what we have accomplished. Throughout that process, we have been battling a softer than normal economy, which has presented challenges and opportunities on a multitude of levels. One such level has been our ability to continue to provide cost-of-living adjustments and pay increases to city employees.

We recognize that during a down economy it is all our responsibilities to share in the struggle. We feel that our employees have done that; and have done so with a willingness to not only maintain, but increase the level of service we provide to our citizens. I am proud of how each and every member of our team has responded under these conditions.

Still, it has been almost three years since we were able to provide any sort of across the board adjustment. During that time, we have continued to cut expenses and expand services whenever possible. Now, we are hoping to in some small way begin to move in a forward direction in terms of employee compensation.

After a diligent review of finances and early projections for 2012, it is our request that the City Council Finance Committee consider a 3% cost-of-living increase across the board for employees of the city of Jonesboro. This increase would become effective retroactive to October 1, 2011. This increase would serve as the increase for 2012, meaning there will be no additional increases during the next budget cycle.

I know that as we average this out over the years' of receiving no increase at all that it minimizes the impact; but these have been and continue to be challenging economic times and in all fairness I am convinced that this is the best we can do for both our employees and the citizens that we serve.



Legislation Details (With Text)

File #:	ORD-11:080	Version:	1	Name:	Rezoning by Sanda Greene
Type:	Ordinance	Status:		Status:	First Reading
File created:	10/12/2011	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 AND R-2 TO RM-12 FOR PROPERTY LOCATED AT 2700 AND 2703 WAKEFIELD DRIVE AS REQUESTED SANDA GREENE				
Sponsors:					
Indexes:	Rezoning				
Code sections:					
Attachments:	Plat MAPC Report				

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 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 CLASSIFICATION AS FOLLOWS:

FROM Residential, R-1 TO Residential RM-12, THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:
Lot 8 Wakefield Subdivision (2700 Wakefield Drive)

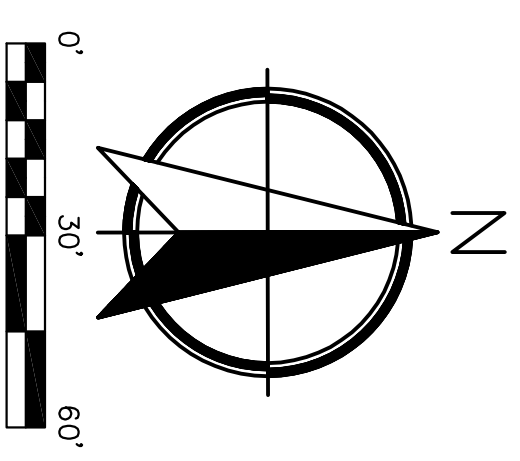
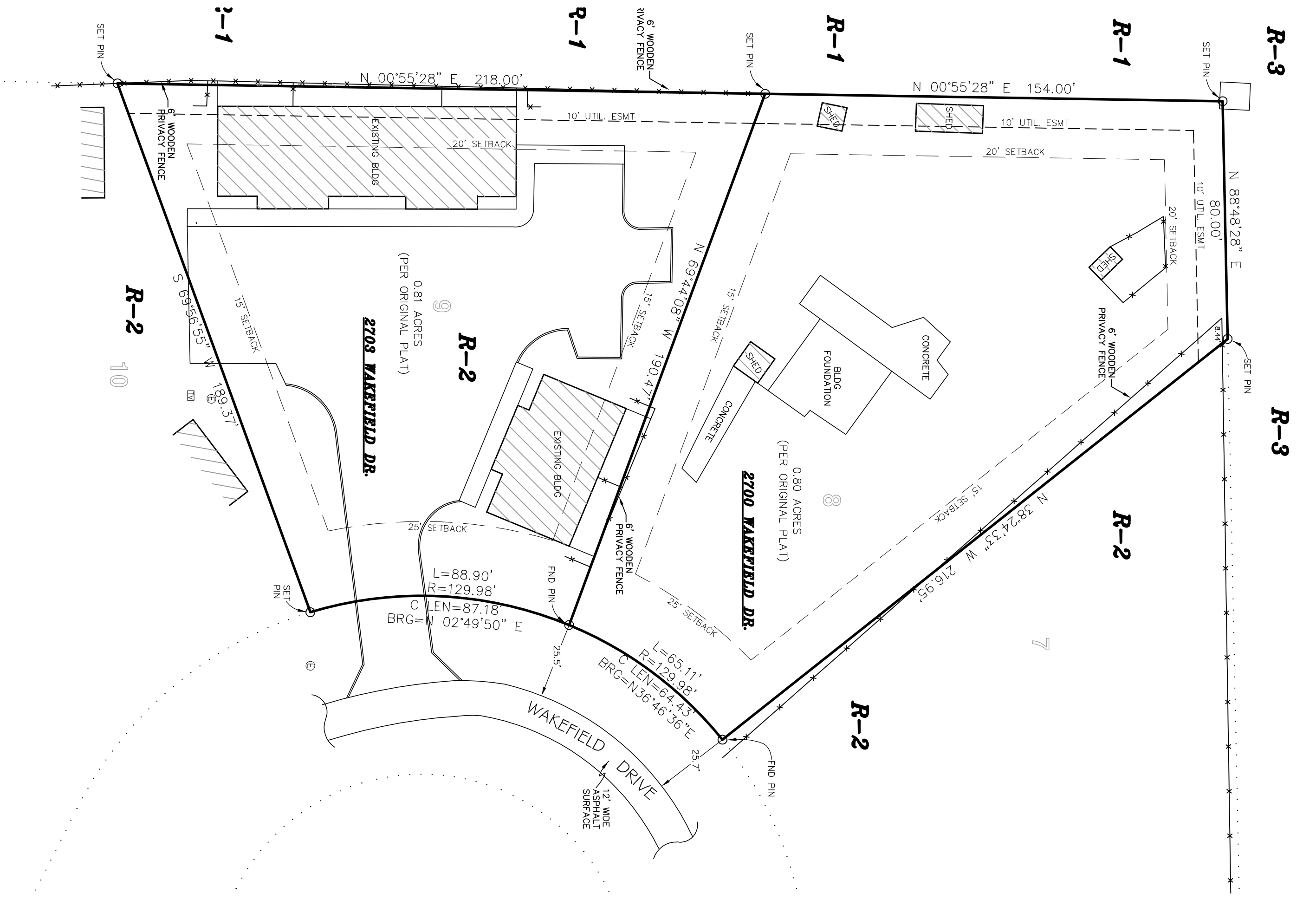
AND

FROM Residential, R-2 TO Residential RM-12, THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:
Lot 9 Wakefield Subdivision (2703 Wakefield Drive)

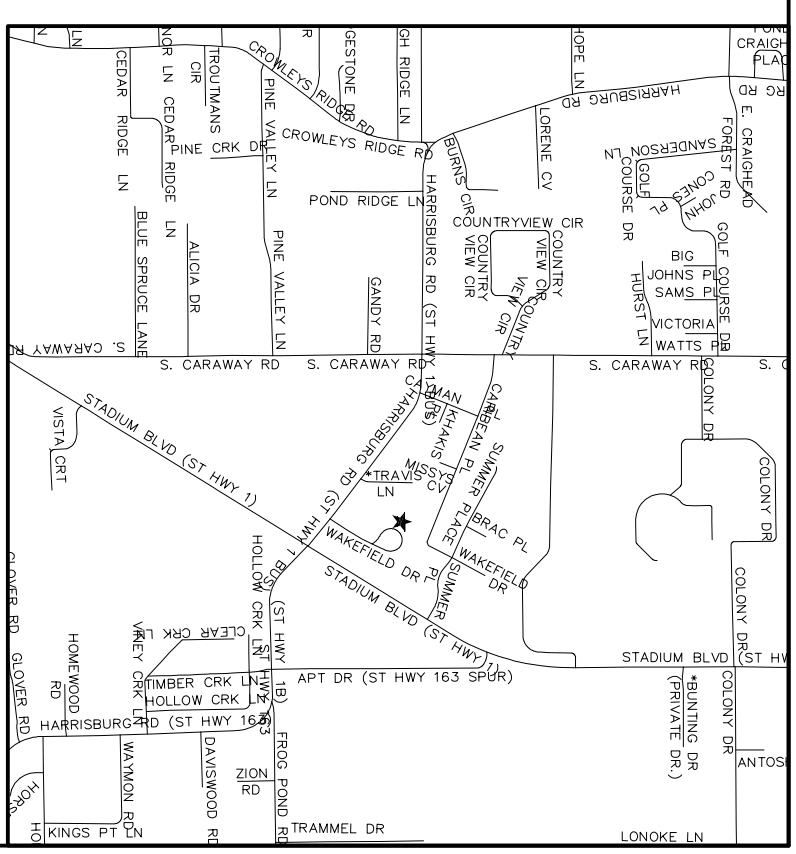
SECTION 2: THE REZONING OF THIS PROPERTY SHALL ADHERE TO THE FOLLOWING STIPULATIONS:

- 1) The maximum number of units to be placed upon the two lots equals seventeen (17).
- 2) Lighting shall be maintained at levels in compliance with City of Jonesboro Standards and Specifications.



LEGEND

- These standard symbols will be found in the drawing.
- x---x--- 6' WOOD PRIVACY FENCE
 - ⊙ TRANSFORMER
 - TV CABLE TV BOX



LEGAL DESCRIPTION:
 Lot 8 and 9, Wakefield Acres Subdivision, Jonesboro, Craighead County, Arkansas.

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

**LOT 8: EXISTING R-1 ZONING
 LOT 9: EXISTING R-2 ZONING
 REQUESTED RM-12 ZONING**

- NOTES:**
- 1) THIS SURVEY AND PLAT ARE THE PROPERTY OF THE SURVEYOR AND ARE INTENDED FOR THE SALE USE AND BENEFIT OF THE SURVEYOR & CLIENT.
 - 2) BEARINGS BASED ON GPS OBSERVATION.
 - 3) THE CLOSURE PRECISION OF THE PLAT IS IN EXCESS OF 1" IN 96,000'.
 - 4) THE RESEARCH COMPLETED FOR THIS SURVEY INCLUDES LEGAL DESCRIPTION PROVIDED AND LEGAL OF A LARGER TRACT.
 - 5) ALL PINS SET ARE 7/8" REBAR, UNLESS NOTED OTHERWISE.
 - 6) FLOOD PLAN: THIS TRACT DOES NOT LIE WITHIN THE 100-YR FLOOD PLAIN PER FLOOD INSURANCE RATE MAP OF CRAIGHEAD CO., ARK. AND INCORPORATED AREAS, COMMUNITY PANEL NO. 050310304 G, DATED 08/27/91. THIS TRACT DOES LIE WITHIN A ZONE "X" FLOOD PLAIN, PER THE MAP REFERENCED ABOVE.

ENGINEERS PLANNERS SURVEYORS	
REZONING PLAT LOT 8 & 9, WAKEFIELD ACRES 2700 & 2703 WAKEFIELD DRIVE JONESBORO, ARKANSAS	
FOR SANDIA GREENE	
Date: 09-19-11 Section: 9 Township: 13N Range: 04E	Job No.: 111104 County: CRAIGHEAD Sheet No.: 1 of 1
Scale: 1"=30' State of ARKANSAS No. 2723 EXPIRES 09-19-11 REGISTERED PROFESSIONAL SURVEYOR	State of ARKANSAS No. 329 REGISTERED PROFESSIONAL ENGINEER
ONLY COPIES WITH VOLET COLORED SIMILATURE ARE VALID OUTLDOG COPIES	© 2011, Civilogic Drawn By: RE Checked by: GH



City of Jonesboro City Council
Staff Report – RZ 11-21: Sanda Greene 2700/2703 Wakefield Dr.
Huntington Building - 900 W. Monroe
For Consideration by the Council on October 18, 2011

REQUEST: To consider a rezoning of a parcel of land containing 1.61 acres more or less

PURPOSE: A request to consider recommendation by the MAPC for a rezoning from “R-1” Single-Family to “RM-12”.

APPLICANT OWNER: Sanda Greene 1720 S. Caraway Rd., Jonesboro AR 72401
 Jerry Whitlow 1799 Hwy. 177 S, Salesville, AR 72653

LOCATION: 2700/2703 Wakefield Dr.

SITE Tract Size: Approx. +/- 1.61 Acres (70,131 s.f.)
 (34,848 s.f.) .80 acres +/- 2700 Wakefield Dr.
 (35,283 s.f.) .81 acres +/- 2703 Wakefield Dr.

DESCRIPTION: Frontage: Approx. 151.6’ +/- Wakefield Dr.
 Topography: Flat
 Existing Development: Existing slab, 6 Multi-Family Units

SURROUNDING CONDITIONS:	<u>ZONE</u>	<u>LAND USE</u>
North:	R-3	Single-Family Homes
South:	R-2	Apartments
East:	R-2	Apartments
West:	R-1	Single-Family Homes

HISTORY: Six Multi-Family Units existing on lot 9 of Wakefield Dr. (R-2) and fire damage caused the Single Family structure on lot 8 to be demolished. Rezoning occurred in the Wake field Acres Subdivision and the current owner of lot 8 did not want to join the request.

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 Residence Transitional. The proposed rezoning is consistent with the land use map.

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

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

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



Vicinity/Zoning Map

Findings:

Zoning compliance:

The applicant is requesting a change to a RM-12 L.U.O., which will allow an average of 19 units total for the two tracts combined. Maximum building square-footages should also be demonstrated by the applicant to depict lot coverage and setbacks and parking compliance.

Consideration should be taken in keeping the density to a minimum and any new pervious and disturbed property will be subject to storm water regulations. Twelve units per acre is considered compatible with the old R-2 District standards. A site layout showing building configuration would be helpful in determining if this change will result in too much density. Staff recommended that the applicant present a layout to the Commission/Council prior to final approval (Layouts are attached).

Landscaping/Lighting/Dumpster Location/Screening/ Signage:

The final plan should be submitted to illustrate location and details on Landscaping, Lighting, Dumpster Location and Screening. Parking lot calculations shall meet the minimum requirements of Zoning Ordinances.

RECORD OF PROCEEDINGS: PUBLIC HEARING HELD BY MAPC ON OCTOBER 11, 2011:

Mr. George Hamman, Civilogic, appeared before the Commission on behalf of Ms. Sanda Greene. Mr. Jerry Whitlow was the owner, but since application submittal, Ms. Greene has closed on the property and is now the owner. The site does have proper right of way on Wakefield Dr. as noted in the report, and we can comply.

Mr. Hamman: The maximum density allowed in the RM-12 is actually 19, but we have provided a couple of layouts and we feel comfortable with having only 17 units total.

Public Input: None.

Staff: Mr. Spriggs presented the findings of the staff report; noting that the subject property belonged to an opposing previous owner that held out on the abutting rezoning. All of the lots in the circle have been developed consistently under the R-2 Zoning as duplexes, four-plexes and apartments. Staff feels that the petition is consistent with the Land Use Plan and the surrounding densities. Staff concurs that the rezoning is appropriate.

Commission Action: *Motion was made by Mr. Kelton to approve the rezoning subject to the Staff recommended conditions; Motion was 2nd by Mr. Tomlinson. .*

Roll Call Vote: *Mr. Kelton- Aye; Mr. Tomlinson- Aye; Ms. Norris- Aye; Mr. Dover- Aye. ; Mr. White- Aye (Chair Voted to pass the measure).*

5-0 Vote unanimously approved. Absent were: *Mr. Hoelscher, Mr. Roberts, Mr. Scurlock, and Ms. Nix (left meeting early).*

Conclusion:

The MAPC and the Planning Department Staff find that the requested Zone Change submitted by Sanda Greene, should be evaluated based on the above observations and criteria, of Case RZ 11-21, a request to rezone property from “R-1” to RM-12 L.U.O., Max. 17 Units, and it is hereby recommended approval to the Jonesboro City Council.

The conditions for recommendation of approval shall include the following:

1. The applicant agrees to modify the plat and show 30 ft. from centerline of street right-of- way. Access drives shall satisfy city standards and be coordinated with the appropriate reviewing agencies for approval.
2. Details on maximum building sizes and setbacks shall be submitted for final approval in the Final Site Plan stage.
3. Maximum Density and number of units shall be 17 as approved by the MAPC.
4. A site plan shall be required to be reviewed and approved by the Staff and shall include final details on drainage, grading, access management, signage, parking, lighting photometrics, landscaping and all site improvements approved by this petition.

Respectfully Submitted for Council Consideration,

Otis T. Spriggs, AICP
Planning & Zoning Director

Site Photographs



View looking Southwest towards site.



View looking West adjacent from site.



View looking South from the site.



View looking East along Wakefield Dr.



View looking East of additional apartments.



View looking West of demolished Single Family Home foundation and storage buildings.



View looking East from the rear yard.



View looking East from the rear yard.



View looking North along rear property line.



Legislation Details (With Text)

File #: ORD-11:082 **Version:** 1 **Name:** Rezoning by First United Methodist Church
Type: Ordinance **Status:** First Reading
File created: 10/13/2011 **In control:** City Council
On agenda: **Final action:**
Title: AN ORDINANCE TO AMEND CHAPTER 117 OF THE JONESBORO MUNICIPAL CODE KNOWN AS THE ZONING ORDINANCE PROVIDING FOR A CHANGE IN ZONE DISTRICT BOUNDARIES FROM C-2 TO C-1 FOR PROPERTY LOCATED AT 901 SOUTH MAIN STREET AS REQUESTED BY FIRST UNITED METHODIST CHURCH
Sponsors:
Indexes: Rezoning
Code sections:
Attachments: [Plat](#)
[MAPC Report](#)

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

title
AN ORDINANCE TO AMEND CHAPTER 117 OF THE JONESBORO MUNICIPAL CODE KNOWN AS THE ZONING ORDINANCE PROVIDING FOR A CHANGE IN ZONE DISTRICT BOUNDARIES
body
BE IT ORDAINED by the City Council of the City of Jonesboro, Arkansas:

SECTION 1. That Chapter 117 of the Jonesboro Municipal Code known as the Zoning Ordinance of the City of Jonesboro, Arkansas, be amended by the change in zone district boundaries as follows:

From C-2, Downtown Fringe Commercial District to C-1, Downtown Core Commercial District, that land described as follows:

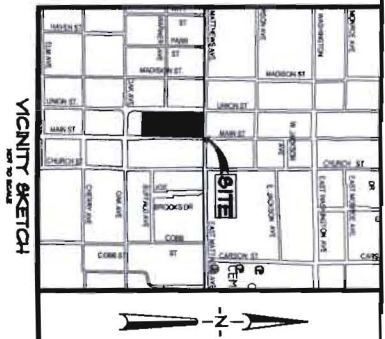
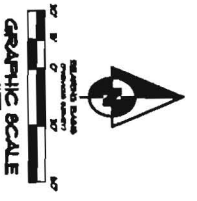
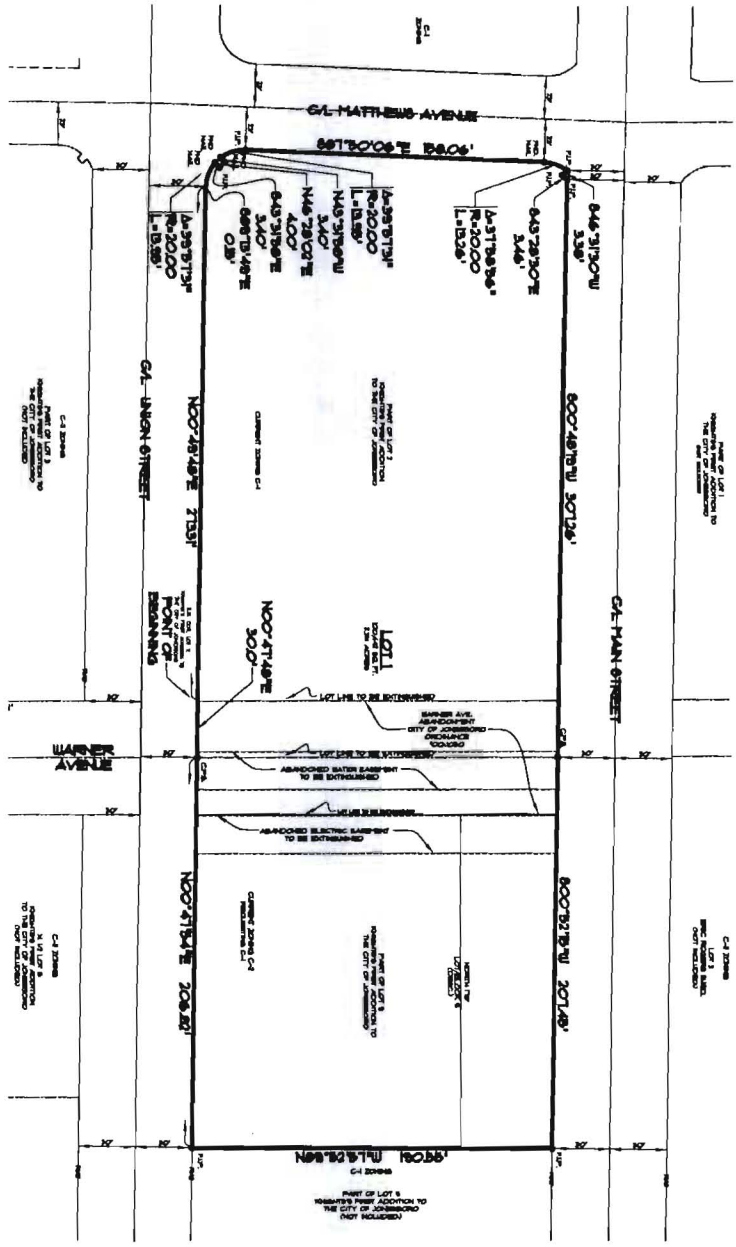
LEGAL DESCRIPTION
PART OF LOTS 2 AND 9 OF KNIGHTS'S FIRST ADDITION TO THE CITY OF JONESBORO AS RECORDED IN THE PUBLIC RECORDS IN JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, AND THE ABANDONED RIGHT-OF-WAY FOR WARNER AVE. PER THE ABANDONMENT BY THE CITY OF JONESBORO, ORDINANCE #00:1050, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2 OF KNIGHTS'S FIRST ADDITION TO THE CITY OF JONESBORO AS RECORDED IN THE PUBLIC RECORDS IN JONESBORO, CRAIGHEAD COUNTY, ARKANSAS: THENCE NORTH 00°49'48" EAST ALONG THE WEST LINE OF SAID LOT 2 AND THE EASTERLY RIGHT OF WAY LINE OF UNION STREET, 273.31 FEET TO A POINT ON THE INTERSESTION OF THE WEST LINE OF SAID LOT 2 AND THE SOUTHERLY RIGHT OF WAY LINE OF MATHEWS AVENUE: THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF MATHEWS AVENUE AS FOLLOWS, SOUTH 89°13'49" EAST 0.15 FEET TO A POINT BEING ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 20.00 FEET AND WHOSE RADIUS POINT

BEARS SOUTH 89°13'50" EAST, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 39°57'31", A DISTANCE OF 13.95 FEET, SOUTH 43°31'58" EAST 3.40 FEET, NORTH 46°28'02" EAST 4.00 FEET, NORTH 43°31'58" WEST 3.40 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 20.00 FEET AND WHOSE RADIUS POINT BEARS SOUTH 37°47'37" EAST, EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 39°57'31", A DISTANCE OF 13.95 FEET, SOUTH 87°50'06" EAST 158.06 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 20.00 FEET, EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 37°58'56", A DISTANCE OF 13.26 FEET, SOUTH 46°31'30" WEST 3.38 FEET, SOUTH 43°28'30" EAST 3.46 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2 AND THE WESTERLY RIGHT OF WAY LINE OF MAIN STREET: THENCE SOUTH 00°48'19" WEST ALONG THE EAST LINE OF SAID LOT 2 AND THE WESTERLY RIGHT OF WAY LINE OF MAIN STREET, 307.26 FEET TO THE INTERSECTION OF THE EAST LINE OF SAID LOT 2 AND THE CENTERLINE OF WARNER AVENUE (ABANDONED): THENCE SOUTH 00°52'15" WEST, ALONG THE EAST LINE OF LOT 9 AFORESAID AND CONTINUING THE WESTERLY RIGHT-OF-WAY LINE OF MAIN STREET, 207.45 FEET: THENCE NORTH 89°52'57" WEST, DEPARTING FROM SAID EAST LINE AND SAID WESTERLY RIGHT-OF-WAY LINE, 190.55 FEET TO A POINT LYING ON THE WEST LINE OF SAID LOT 9 AND THE EASTERLY RIGHT-OF-WAY LINE OF UNION STREET AFORESAID: THENCE NORTH 00°47'54" EAST, ALONG SAID WEST LINE AND SAID EASTERLY RIGHT-OF-WAY LINE, 206.82 FEET: THENCE NORTH 00°47'48" EAST, 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 100,442 SQ. FT. OR 2.31 ACRES, MORE OR LESS.

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



DESCRIPTION

THE CITY OF SAN JOSE HAS REVIEWED THE PLANS AND SPECIFICATIONS FOR THE PROPOSED PROJECT AND HAS DETERMINED THAT THE PROJECT IS IN ACCORDANCE WITH THE CITY OF SAN JOSE ZONING ORDINANCES AND THE CITY OF SAN JOSE PLANNING AND DEVELOPMENT DEPARTMENT'S STANDARDS AND SPECIFICATIONS FOR THE CITY OF SAN JOSE. THE CITY OF SAN JOSE HAS REVIEWED THE PLANS AND SPECIFICATIONS FOR THE PROPOSED PROJECT AND HAS DETERMINED THAT THE PROJECT IS IN ACCORDANCE WITH THE CITY OF SAN JOSE ZONING ORDINANCES AND THE CITY OF SAN JOSE PLANNING AND DEVELOPMENT DEPARTMENT'S STANDARDS AND SPECIFICATIONS FOR THE CITY OF SAN JOSE.

OWNER'S CERTIFICATION

I, the undersigned, certify that I am the owner of the property described in the above plat, and that the information furnished herein is true and correct to the best of my knowledge and belief.

SURVEYOR'S CERTIFICATION

I, the undersigned, certify that I am a duly licensed and qualified surveyor, and that I have personally supervised the survey and preparation of the above plat, and that the information furnished herein is true and correct to the best of my knowledge and belief.

NO.	DATE	DESCRIPTION	BY
1	1/15/20	PRELIMINARY	...
2	1/20/20	...	...
3	1/25/20	...	...
4	1/30/20	...	...
5	2/5/20	...	...
6	2/10/20	...	...
7	2/15/20	...	...
8	2/20/20	...	...
9	2/25/20	...	...
10	2/30/20	...	...

NE PLAT AND RECONING PLAT
FIRST UNITED METHODIST CHURCH
PART OF LOTS 2 & 3, KNEELS FIRST ADDN
JOHNSON, ARIZONA

ASSOCIATED SURVEYORS AND ENGINEERS, LLC
 1000 N. 1ST ST., SUITE 100, SAN JOSE, CA 95113
 TEL: (408) 281-1111 FAX: (408) 281-1112
 WWW.ASSOCIATEDSURVEYORS.COM

DATE OF SURVEY: 01/15/20

DATE OF PLAT: 01/20/20

SCALE: 1" = 40'

PROJECT NO: 2019-0001

LOT: 1



City of Jonesboro City Council
Staff Report – RZ 11-22: First United Methodist Church-901 S. Main St.
Huntington Building - 900 W. Monroe
For Consideration by the Council on October 18, 2011

REQUEST: To consider a rezoning of a parcel of property containing approximately 0.90 acres more or less from C-2 Downtown Fringe to C-1 Downtown Core and make recommendation to City Council.

PURPOSE: A request to consider the approval by the Metropolitan Area Planning Commission, as recommend to City Council for final action as C-1 Downtown Core and consolidate lots with replat submittal .

APPLICANT/ OWNER: First United Methodist Church, 901 S. Main St. Jonesboro AR 72404

LOCATION: 901 S. Main St.

SITE DESCRIPTION: Tract Size: Approx. 0.90 +/- acres, 39,530 Sq. ft. +/-
 Frontage: Approx. 206.82’ ft. along Union Ave., 207.45’ Main St.
 Topography: Developed
 Existing Develop00:1050mt.: Church

SURROUNDING CONDITIONS:	<u>ZONE</u>	<u>LAND USE</u>
North:	C-1	Commercial-First Baptist Church
South:	C-2	Commercial-Law and General Offices
East:	C-1	Commercial-Parking Lot
West:	C-2	Commercial-Parking Lot

HISTORY: Former Site of the First Christian Church which the zoning is C-2. Warner Avenue was abandoned by the City of Jonesboro under ORD:00:1050 adopted on 2/7/2000. The acreage on either side of the abandoned right of way has remained two dissimilar zoning districts since.

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 Northwest Sector and to be recommended as a Public, Semi-Public, and Institution. Currently the City is updating the Comprehensive Plan, which is predicted to be adopted by February 2012. Consistency is achieved.

Zoning/Vicinity Map



Master Street Plan

The property is located along Union St. which is recommended as a collector street on the adopted Master Street Plan from its current status. A 60 ft. road easement is denoted on the submitted rezoning

plat, which the minimum 80' right-of-way is required on collector streets. However the road way is existing and presently there are no future plans to widen Union St.

Findings:

The proposal will result in the existing C-2 Commercial zoned property to be rezoned to C-1 Downtown Core. This area is zoned and utilized as a mixture of several churches, medical offices, businesses/offices, and a few multi-family uses in that segment of the city (see zoning map on previous page).

The applicant is proposing to consolidate 2 lots and develop a 10,000 square foot building on the existing acreage with the existing roadways Main St and Union bordering each side.

RECORD OF PROCEEDINGS: PUBLIC HEARING HELD BY MAPC ON OCTOBER 11, 2011:

Mr. John Easley, Associated Engineering, appeared before the commission explaining that the request is to rezone the property and make it consistent with the abutting C-1 Downtown Core District. The existing church, First Christian Church is completing their new construction on Woodsprings Road and the applicants will be expanding to the south.

Public Input: None.

Staff: Mr. Spriggs presented the findings of the staff report; noting that the subject property is being petitioned for rezoning to correct the previously abandoned right of way of Warner Ave., with the inclusion of the church property to the south. Staff feels that the petition is consistent with the Land Use Plan and the surrounding area. Staff concurs that the rezoning is appropriate.

Commission Action: *Motion was made by Mr. Kelton to approve the rezoning subject to the Staff recommended conditions; Motion was 2nd by Ms. Norris.*

Roll Call Vote: *Mr. Kelton- Aye; Mr. Tomlinson- Aye; Ms. Norris- Aye; Mr. Dover- Aye. ; Mr. White- Aye (Chair Voted to pass the measure).*

5-0 Vote unanimously approved. Absent were: *Mr. Hoelscher, Mr. Roberts, Mr. Scurlock, and Ms. Nix (left meeting early).*

Conclusion:

The MAPC and the Planning Department Staff recommend the requested Zone Change as submitted by First United Methodist Church, Case RZ 11-22, C-1 should be approved by the City Council for rezoning. This change will be in keeping with good land use principles, subject to the following conditions:

1. That the proposed development shall satisfy all requirements of the City Engineer, satisfying all requirements of the current Stormwater Drainage Design Manual.
2. That the final replat be submitted before the issuance of a building permit.
3. That a final site plan shall be presented to the MAPC for final approval including details on lighting, landscaping, parking/loading, and signage.

Respectfully Submitted for Council Consideration,

A handwritten signature in black ink, appearing to read "Otis T. Spriggs". The signature is fluid and cursive, written in a professional style.

Otis T. Spriggs, AICP
Planning & Zoning Director

SITE PHOTOGRAPHS



View looking East along Matthews Ave.



View looking South at the intersection of Matthews Ave./Union St.



View looking West of subject site and Warner St. dead end.



View looking West of abutting Law Office and subject property.



View looking North at the subject property frontage.



View looking West of church property.