



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Council Agenda City Council

Tuesday, March 19, 2013

5:30 PM

Huntington Building

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

City Council Chambers, Huntington Building

SPECIAL CALLED FINANCE COMMITTEE MEETING AT 5:10 P.M.

City Council Chambers, Huntington Building

PUBLIC HEARING AT 5:20 P.M.

Regarding the vacation and abandonment of a twenty foot drainage easement in Lots 9 and 10 of Block E in Phase II, Rossland Hills Subdivision as requested by Steve Mitchell

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

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL BY CITY CLERK DONNA JACKSON

4. SPECIAL PRESENTATIONS

COM-13:022 Airport Commission presentation by Mr. Bob Gibson

Sponsors: Mayor's Office

5. CONSENT AGENDA

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

MIN-13:025 Minutes for the City Council meeting on March 5, 2013

Attachments: [Minutes](#)

RES-13:016 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A CONTRACT WITH CRAIGHEAD COUNTY JONESBORO PUBLIC LIBRARY FOR PUBLIC SERVICE

Sponsors: Mayor's Office

Attachments: [Public Library & COJ Contract](#)

Legislative History

3/5/13 Finance & Administration Recommended to Council
Council Committee

RES-13:031 A RESOLUTION TO CONTRACT WITH ACADEMY SPORTS AND OUTDOORS FOR SPONSORSHIP OF A BASEBALL FIELD AT JOE MACK CAMPBELL PARK

Sponsors: Parks & Recreation

Attachments: [City of Jonesboro - Baseball Field Sponsorship Agreement 02.18.13](#)

Legislative History

3/11/13 Public Services Council Recommended to Council
Committee

RES-13:032 A RESOLUTION TO CONTRACT WITH ACADEMY SPORTS AND OUTDOORS FOR SPONSORSHIP OF A CONCESSION STAND SIGN AT JOE MACK CAMPBELL PARK

Sponsors: Parks & Recreation

Attachments: [City of Jonesboro - Concession Stand Sponsorship Agreement clean 02.18.13](#)

Legislative History

3/11/13 Public Services Council Recommended to Council
Committee

RES-13:033 A RESOLUTION TO CONTRACT WITH ACADEMY SPORTS AND OUTDOORS FOR SPONSORSHIP OF 5 OUTFIELD SIGNS AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [City of Jonesboro - Southside Softball Complex Field Signs Sponsorship Agreeer](#)

Legislative History

3/11/13 Public Services Council Recommended to Council
Committee

RES-13:034 A RESOLUTION TO CONTRACT WITH SLEEP CHEAP FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [Sleep Cheap](#)

Legislative History

3/11/13 Public Services Council Recommended to Council
Committee

RES-13:037 A RESOLUTION TO CONTRACT WITH FAIRFIELD INN AND SUITES FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [Fairfield Inn and Suites](#)

Legislative History

3/11/13 Public Services Council Recommended to Council
Committee

RES-13:038 A RESOLUTION TO CONTRACT WITH SLEEP CHEAP FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [Sleep Cheap](#)

Legislative History

3/11/13 Public Services Council Recommended to Council
Committee

RES-13:040 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO CONTRACT WITH HAYWOOD, KENWARD, BARE & ASSOCIATES, INC. TO PROVIDE LAND SURVEY SERVICES FOR THE PLSS REMONUMENTATION PROJECT

Sponsors: Engineering

Attachments: [Contract.pdf](#)

Legislative History

3/5/13 Public Works Council Recommended to Council
Committee

RES-13:042 A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR KERCHEVAL'S KERSEY LANE MINOR PLAT (A RESIDENTAL DEVELOPMENT)

Sponsors: Engineering

Attachments: [Maintenance Agreement.pdf](#)

Legislative History

3/5/13 Public Works Council Recommended to Council
Committee

RES-13:043 RESOLUTION TO MAKE APPOINTMENTS/REAPPOINTMENTS TO THE BUILDING FACILITIES COMMITTEE, CAPITAL IMPROVEMENT COMMITTEE AND CITY WATER & LIGHT BOARD OF DIRECTORS

Sponsors: Mayor's Office

Legislative History

3/5/13 Nominating and Rules Recommended to Council
Committee

RES-13:044 A RESOLUTION TO CONTRACT WITH JONESBORO GREENWAY FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [Jonesboro Greenway](#)

Legislative History

3/11/13 Public Services Council Recommended to Council
Committee

RES-13:047 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO APPOINT THE FOLLOWING MEMBERS TO THE MASTER STREET PLAN COMMITTEE AS RECOMMENDED BY MAYOR PERRIN

Sponsors: Mayor's Office

Legislative History

3/5/13 Nominating and Rules Recommended to Council
 Committee

6. NEW BUSINESS

ORDINANCES ON FIRST READING

ORD-13:010 AN ORDINANCE AUTHORIZING A CITY COUNCIL MEMBER TO DO BUSINESS WITH THE CITY OF JONESBORO

Sponsors: Finance

Legislative History

3/5/13 Finance & Administration Recommended to Council
 Council Committee

ORD-13:012 AN ORDINANCE TO VACATE AND ABANDON 20 FOOT OF A DRAINAGE EASEMENT IN LOT 9 AND 10 OF BLOCK "E" OF PHASE II IN ROSSLAND HILLS' SUBDIVISION AND DECLARING AN EMERGENCY FOR THE PURPOSE OF PLAT RECORDING, PENDING PROPERTY TRANSFER BY THE AFFECTED PROPERTY OWNER, CRAIGHEAD COUNTY, JONESBORO, ARKANSAS.

Attachments: [Petition](#)
 [Plats](#)
 [Planning Letter](#)
 [Engineering Letter](#)
 [Application](#)
 [Adjacent Owner Forms](#)

EMERGENCY CLAUSE

7. UNFINISHED BUSINESS

ORDINANCES ON THIRD READING

ORD-13:007 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM C-3 TO PD-R FOR PROPERTY LOCATED ON THE SOUTH SIDE OF MACEDONIA ROAD, EAST SIDE OF HIGHWAY 351 AS REQUESTED BY K&G PROPERTIES

Attachments: [Plat](#)
 [MAPC Report](#)
 [Letter from Sage Meadows Association](#)
 [Agreement with Sage Meadows Board](#)
 [Opposition letter and plat](#)
 [Newspaper article from opposition](#)
 [Opposition petition and plat](#)
 [Signed petition](#)

Legislative History

2/19/13 City Council Held at one reading

3/5/13 City Council Held at second reading

ORD-13:008 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM C-3 TO RS-8 FOR PROPERTY LOCATED ON THE SOUTH SIDE OF MACEDONIA ROAD, EAST SIDE OF HIGHWAY 351 AS REQUESTED BY K&G PROPERTIES

Attachments: [Plat](#)
 [MAPC Report](#)
 [Lot layout](#)
 [Letter from Sage Meadows Association](#)
 [Agreement with Sage Meadows Board](#)
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 [Signed petition](#)

Legislative History

2/19/13 City Council Held at one reading
3/5/13 City Council Held at second reading

8. MAYOR'S REPORTS

COM-13:020 State of the City Address from Mayor Perrin

Sponsors: Mayor's Office

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 #: COM-13:022 **Version:** 1 **Name:** Airport Commission presentation by Bob Gibson
Type: Other Communications **Status:** To Be Introduced
File created: 3/7/2013 **In control:** City Council
On agenda: **Final action:**
Title: Airport Commission presentation by Mr. Bob Gibson
Sponsors: Mayor's Office
Indexes: Presentations
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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title
Airport Commission presentation by Mr. Bob Gibson



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-13:025 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 3/8/2013 **In control:** City Council
On agenda: **Final action:**
Title: Minutes for the City Council meeting on March 5, 2013
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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title
Minutes for the City Council meeting on March 5, 2013



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Meeting Minutes City Council

Tuesday, March 5, 2013

5:30 PM

Huntington Building

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

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

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL BY CITY CLERK DONNA JACKSON

Councilman Fears left at 5:54 p.m.

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

4. SPECIAL PRESENTATIONS

COM-13:019 Special presentation by Paul Phillips from Crews & Associates to Mayor Perrin for the 2012 City of Distinction Award

Sponsors: Mayor's Office

Mayor Perrin explained at the Municipal League Winter Conference in January the City of Jonesboro received the City of Distinction Award for downtown improvements. Mr. Phillips from Crews & Associates, the current sponsor for the City of Distinction Award, explained the award is a competition that recognizes outstanding achievements in initiatives in cities throughout the state. A panel of judges determine the winners. He presented the award and congratulated the City for the achievement.

This item was Read.

5. CONSENT AGENDA

Approval of the Consent Agenda

A motion was made by Councilman Chris Gibson, seconded by Councilman John Street, to Approve the Consent Agenda. A motion was made that these files be approved by consent voice vote

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

MIN-13:019 Minutes for the City Council meeting on February 19, 2013

Attachments: [Minutes](#)

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

MIN-13:020 Minutes for the special called City Council meeting on February 22, 2013

Attachments: [Minutes](#)

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

RES-13:008 A RESOLUTION TO CONTRACT WITH NEA BAPTIST CLINIC FOR SPONSORSHIP OF A BASEBALL FIELD AT JOE MACK CAMPBELL PARK

Sponsors: Parks & Recreation

Attachments: [Nea Baptist Clinic](#)

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

Enactment No: R-EN-030-2013

6. NEW BUSINESS

ORDINANCES ON FIRST READING

ORD-13:011 AN ORDINANCE WAIVING COMPETITIVE BIDDING AND ENTERING INTO A CONTRACT WITH MOTOROLA FOR THE INSTALLATION AND ONE YEAR MAINTENANCE SUPPORT FOR RADIO CONSOLE UPGRADES TO THE ARKANSAS WIRELESS INFORMATION SYSTEM AKA AWIN FOR THE JONESBORO E911 DEPARTMENT

Sponsors: E911

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

Councilman Moore questioned whether this is considered to be a sole source. Mayor Perrin answered yes.

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

After passage of the ordinance, Councilman Gibson 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: 12 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods;Mikel Fears and Charles Coleman

Enactment No: O-EN-008-2013

RESOLUTIONS TO BE INTRODUCED

RES-13:041 RESOLUTION TO SET A PUBLIC HEARING REGARDING THE VACATION AND ABANDONMENT OF TWENTY FOOT (20') DRAINAGE EASEMENT IN LOT 9 AND 10, BLOCK 'E' IN PHASE II IN ROSSLAND HILLS SUBDIVISION AS REQUESTED BY STEVE MITCHELL

Attachments: [Petition](#)
[Plats](#)
[Planning letter](#)
[Engineering letter](#)
[Application](#)
[Adjacent owner forms](#)

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

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

Enactment No: R-EN-031-2013

7. UNFINISHED BUSINESS*ORDINANCES ON SECOND READING*

ORD-13:007 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM C-3 TO PD-R FOR PROPERTY LOCATED ON THE SOUTH SIDE OF MACEDONIA ROAD, EAST SIDE OF HIGHWAY 351 AS REQUESTED BY K&G PROPERTIES

Attachments: [Plat](#)
[MAPC Report](#)
[Letter from Sage Meadows Association](#)
[Agreement with Sage Meadows Board](#)
[Opposition letter and plat](#)
[Newspaper article from opposition](#)
[Opposition petition and plat](#)
[Signed petition](#)

Ms. Sue Winstead, 4949 Winged Foot Lane, spoke in opposition to the rezoning due to the street connecting with the roundabout. She asked for the street to run parallel to Western Gales. She presented the Council with a petition that has 145 signatures asking for the street to run next to Western Gales. She discussed the road and noted if the road is put where they are requesting, they will be able to access areas faster than going through the roundabout.

Councilman Gibson questioned whether City Engineer Craig Light has been out there to look at the ingress/egress situation. Mr. Light explained he saw a drawing of the road attaching to the roundabout. He stated he is not sure the roundabout was made to be a roundabout; rather, the fountain was placed there as a feature. They have not

received any formal plans due to this being a rezoning. Councilman Vance asked for Mr. Light to elaborate more concerning the Council's responsibility versus the MAPC's responsibility at the next step. Mr. Light noted this is just a rezoning request and they have not received any formal plans on what they are planning to do at the site. He added he has seen two drawings concerning road connections, but when the formal plans are submitted they will review those plans to figure out what is best with the connection. Mr. Light further explained the island feature at the entrance of Sage Meadows is not necessarily a roundabout. It's more of a circle drive with a fountain for aesthetics, but if the developers decide to connect to that area they will have to make some changes in order to make that area a true roundabout in order to meet the geometric standards of a roundabout. He noted it will be expensive for the developer to do that. Mr. Light stated his personal preference is not to connect to the roundabout area. He explained he prefers the straight route connecting the two points and as a right-in/right-out only, which would make it a little harder for some residents to get to the clubhouse area but they could still access it other ways. Once the plans are submitted, they will review the plans, make their recommendations and submit them to the MAPC, who will ultimately make the decision.

Councilman Fears clarified they are voting on a rezoning, but without the knowledge of how the final layout will be. Councilman Vance noted that is the standard way rezonings are approved. He explained before the developer will spend the money on a subdivision design, they need to know what the zoning will be. The developer asks for a rezoning, then draws up plans with the engineer for preliminary and final approval by the MAPC, which is when the street access will be looked at by the Engineering and Planning Departments. He noted the Council can let the MAPC know they are concerned about the access. City Attorney Phillip Crego agreed, noting the Council can pass their concerns on to the MAPC, but the final layout is not part of this rezoning request. Councilman Moore then questioned what options the Council has if they do not like the final plans of the subdivision. City Attorney Crego explained the neighborhood would have appeal options with the Circuit Court. Councilman Vance then questioned if the Council has the right, in city ordinances, to require certain street access. City Attorney Crego answered no, he does not think the Council has that right.

Kevin Kessinger, property owner, stated he met with the homeowner's association and has indicated to them that the street access will occur wherever the City Engineer tells him. He is not set on any location and wants the best for the neighborhood. They agreed to do residential development instead of commercial and will put the street wherever the City decides it should go.

Councilman Moore asked if the letter showing Mr. Kessinger's agreement to put the street wherever the Engineer Department states could be added on as a condition of the rezoning. City Attorney Crego answered no, because it is under the responsibility of the MAPC, not the Council. He reiterated the neighborhood has recourse with the Circuit Court, but he doesn't think the concerns will be ignored by the MAPC. Mayor Perrin explained they met regarding this rezoning and the layout they are looking at is not the best option for the street. He added their concerns will be heard by the MAPC and Mr. Kessinger has agreed to do whatever the City wants.

This item was Held at second reading.

ORD-13:008

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM C-3 TO RS-8 FOR PROPERTY LOCATED ON THE SOUTH SIDE OF MACEDONIA ROAD, EAST SIDE OF HIGHWAY 351 AS REQUESTED BY K&G PROPERTIES

Attachments: [Plat](#)
[MAPC Report](#)
[Lot layout](#)
[Letter from Sage Meadows Association](#)
[Agreement with Sage Meadows Board](#)
[Opposition letter and plat](#)
[Newspaper article from opposition](#)
[Opposition petition and plat](#)
[Signed petition](#)

This item was Held at second reading.

8. MAYOR'S REPORTS

Mayor Perrin reported on the following items:

He, along with Chief Financial Officer Ben Barylske, Chief Operating Officer LM Duncan, Grants Administrator Heather Clements and City Clerk Donna Jackson will be leaving in the morning for Washington, DC on the Chamber of Commerce trip. They will be meeting with several entities regarding grants.

He will do the State of the City Address at the next meeting.

He has not received any response from Wolverine concerning their property on Aggie Road, so another letter was sent to both attorneys. He will follow up with a telephone call and trip to Michigan, if needed.

He met with Burlington Northern Railroad today concerning the crossing on Patrick. It should be fixed within the next three weeks. Union Pacific has taken care of their crossing, so once Burlington Northern is finished the crossing will be smoother. The crossing is near the Salvation Army office. Councilman Coleman noted the crossing at Aggie and Kitchen is still bad. Mayor Perrin corrected himself, noting the crossing at Fisher is the one that is being fixed. Councilman Coleman noted he went by there yesterday and you can barely get your car over it. Mayor Perrin stated they are working on it and are onsite today.

9. CITY COUNCIL REPORTS

Councilman Johnson thanked the Mayor for his help in the speed limit reduction on Highway 49 north. He noted it has been moved to Bridger Road and the speed limit is down to 50 mph.

Councilwoman Williams motioned, seconded by Councilman Gibson, to place ORD-13:005, RES-13:014, RES-13:035 and RES-13:045 on the agenda. All voted aye.

ORD-13:005

AN ORDINANCE TO AMEND THE 2013 ANNUAL BUDGET KNOWN AS ORDINANCE NUMBER O-EN-049-2012 AND TO AMEND RESOLUTION NUMBER 09:201 ADOPTING THE CITY SALARY & ADMINISTRATION PLAN; FOR THE PURPOSE OF CREATING A STORMWATER PROGRAM MANAGER; FOR THE APPROPRIATION OF FUNDS; AND DECLARING AN EMERGENCY FOR THE CONTINUITY OF SERVICES IN THE ENGINEERING DEPARTMENT

Sponsors: Engineering

Attachments: [Stormwater Program Manager](#)

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

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

After passage of the ordinance, Councilwoman Williams motioned, seconded by Councilman Gibson, 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: 12 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods;Mikel Fears and Charles Coleman

Enactment No: O-EN-009-2013

RES-13:014

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO PARTICIPATE IN THE TAPS COOPERATIVE PURCHASING PROGRAM.

Sponsors: Finance

Councilwoman Williams explained this resolution will allow the City to purchase equipment at a cheaper price for the Mercantile Building. She noted the City has done this before. Mayor Perrin agreed.

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

Enactment No: R-EN-032-2013

RES-13:035

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS CERTIFYING LOCAL GOVERNMENT ENDORSEMENT OF BUSINESS TO PARTICIPATE IN THE TAX BACK PROGRAM (AS AUTHORIZED BY SECTION 15-4-2706(d) OF THE CONSOLIDATED INCENTIVE ACT OF 2003)

Sponsors: Mayor's Office

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

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

Enactment No: R-EN-033-2013

RES-13:045

A RESOLUTION TO AMEND RESOLUTION NUMBER 09:201 ADOPTING THE CITY SALARY & ADMINISTRATION PLAN FOR THE PURPOSE OF CREATING A MECHANICS HELPER POSITION IN THE JETS DEPARTMENT

Sponsors: JETS

Attachments: [Mechanics Helper](#)

Councilwoman Williams stated the position is budget neutral.

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

Enactment No: R-EN-034-2013

Councilman Vance stated he was on Stadium Boulevard yesterday and went from Parker Road towards the northern city limits on Highway 49 and wasn't stopped at a red light until he hit the city limits. He also noted coming back all the traffic lights were green from the city limits to the Highway 63 on-ramp. He thanked the traffic engineer for his work to help with the traffic problem. Mayor Perrin added the Grants Department secured the loan that paid for the device and software being used by the traffic engineer to work on traffic flow in the city.

10. PUBLIC COMMENTS

Ms. Winstead, who spoke during the rezoning earlier in the meeting, questioned whether she needed to come back at the next meeting. Mayor Perrin stated she can, but he feels like the concerns they and the Council have will be passed on to the MAPC. He added it was nice that the developer stated publically that he would do whatever the City Engineer recommends. Councilman Gibson noted if any more concerns come up, he will voice them at the next meeting.

11. ADJOURNMENT

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

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



Legislation Details (With Text)

File #:	RES-13:016	Version:	1	Name:	Tax remittance to the public library
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	2/1/2013	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A CONTRACT WITH CRAIGHEAD COUNTY JONESBORO PUBLIC LIBRARY FOR PUBLIC SERVICE				
Sponsors:	Mayor's Office				
Indexes:	Taxes				
Code sections:					
Attachments:	Public Library & COJ Contract				

Date	Ver.	Action By	Action	Result
3/5/2013	1	Finance & Administration Council Committee		

Title

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A CONTRACT WITH CRAIGHEAD COUNTY JONESBORO PUBLIC LIBRARY FOR PUBLIC SERVICE

Body

WHEREAS, the City of Jonesboro has received a contract from Craighead County Jonesboro Public Library; and

WHEREAS, this contract is for the purposes of remitting the City's portion of property tax to the Craighead County Jonesboro Public Library; and

WHEREAS, the City of Jonesboro believes the benefits to be derived from the operation and maintenance of a public library will enhance the quality of life of the City of Jonesboro and its residents; and

WHEREAS, it is in the best interest of the City of Jonesboro that the City Council authorize the Mayor and City Clerk to execute this contract.

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

1. This contract is for the purposes of remitting the City's portion of property tax to Craighead County Jonesboro Public Library.
2. That this contract is for the best interest of the residents of the City of Jonesboro.
3. The Mayor and City Clerk are hereby authorized to execute said contract.

**Public Service Contract
Between
The City of Jonesboro
And
Craighead County Jonesboro Public Library**

This contract is entered into on this 1st of January 2013 between the Craighead County Jonesboro Public Library, located at 315 W. Oak Ave., Jonesboro, Arkansas and The City of Jonesboro, located at 515 W. Washington, Jonesboro, Arkansas.

Craighead County Jonesboro Public Library is currently funded by a 2 mill property tax that is collected by Craighead County and remitted to The Craighead County Jonesboro Public Library by way of the County Treasurer and transactions are posted in the County's annual operating budget as required by law.

Whereas, The City of Jonesboro by way of this contract will receive the City portion of the tax collections from the County Treasurer and will remit them to The Craighead County Jonesboro Public Library.

With these funds, the Craighead County Jonesboro Public Library will provide services to the citizens of Jonesboro and Craighead County as normally associated with this type of public facility.

This contract shall be effective January 1, 2013 and remain in effect for a period of one (1) year and expiring December 31, 2013. This contract will be entered into annually at the beginning of each calendar year to satisfy the scope of the law.

City Official:

Craighead County Jonesboro Public Library Official:

Harold Perrin
Mayor City of Jonesboro

Phyllis Burkett
Library Director

Donna Jackson
City Clerk



Legislation Details (With Text)

File #:	RES-13:031	Version:	1	Name:	Contract with Academy Sports for field sponsorship at Joe Mack
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	2/20/2013	In control:		In control:	Public Services Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH ACADEMY SPORTS AND OUTDOORS FOR SPONSORSHIP OF A BASEBALL FIELD AT JOE MACK CAMPBELL PARK				
Sponsors:	Parks & Recreation, Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	City of Jonesboro - Baseball Field Sponsorship Agreement 02.18.13				

Date	Ver.	Action By	Action	Result
3/11/2013	1	Public Services Council Committee		

title

A RESOLUTION TO CONTRACT WITH ACADEMY SPORTS AND OUTDOORS FOR SPONSORSHIP OF A BASEBALL FIELD AT JOE MACK CAMPBELL PARK

body

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

WHEREAS, Academy Sports and Outdoors is seeking sponsorship recognition on a baseball field at Joe Mack Campbell Park;

WHEREAS, Academy Sports and Outdoors is sponsoring the field for the sum of \$12,500 for a period of 5 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 Academy Sports and Outdoors for the sponsorship of a field at Joe Mack Campbell Park. A copy of said contract is attached as "Exhibit A."

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



This Sponsorship Summary (“Summary”), naming Academy Sports + Outdoors (“Academy”) as a Sponsor of the **City of Jonesboro’s Baseball Field Located at Joe Mack Campbell Park** (“Recipient”), is governed by that certain Sponsorship Rider (“Rider”) between Academy and Vendor executed on **February 1, 2013** (“Effective Date”).

The term of this Summary is for the period of time from the Effective Date until January 31, 2018.

Academy will provide the following to Recipient:

- Shall pay over a period of **5** years for the erected 6’ X 12’ sign and sponsorship the total sum of **\$12,500**.
 - A sum of **\$2,500** shall be paid on **March 1, 2013**.
 - A sum of **\$2,500** shall be paid on **March 1, 2014**.
 - A sum of **\$2,500** shall be paid on **March 1, 2015**.
 - A sum of **\$2,500** shall be paid on **March 1, 2016**.
 - A sum of **\$2,500** shall be paid on **March 1, 2017**.

Academy will receive the following sponsorship benefits from Recipient:

- Logo shall be put on a sign to be erected on a designated athletic field at Joe Mack Campbell Park.
 - The designated field shall be known thereafter by Academy Sports + Outdoors Field and said sign and name shall remain for a period of **five years**.
- Academy shall have an option to renew this agreement for an additional five years.
- Recipient will furnish a 6’ x 12’ sign to be erected for Academy’s designated field and will be responsible for said sign maintenance throughout the term of this agreement. It is also agreed that Academy reserves the right cease payment if said sign is not properly maintained. However, it shall be the responsibility of Academy to bear any expense made to said sign should changes be requested during the term of this agreement.
- It is agreed by Recipient and Academy that Academy shall not be responsible for the maintenance or upkeep on sponsored field and Academy shall not be responsible with regards to any liability actions which may be brought against the Recipient resulting from accidents which might occur on sponsored field.
- Academy will be prominently featured on all printed and digital forms.
- Academy will receive consideration as a tournament packet pick up location

Invoicing:

- Recipient shall submit invoice for payment processing via email to:
promotionsinvoices@academy.com

This SPONSORSHIP RIDER (“Rider”) is entered into on **February 1, 2013** (the “Effective Date”) between **Academy, Ltd., d/b/a Academy Sports + Outdoors (“Academy”)**, a Texas limited partnership located at 1800 North Mason Road, Katy, Texas 77449 and the **City of Jonesboro (“Recipient”)**, located at **515 W. Washington, Jonesboro, Arkansas 72401**. Academy and Recipient may sometimes be referenced herein individually as “Party” or collectively as the “Parties”. This Addendum is made part of the Sponsorship Summary (“Summary”) by and between the Parties dated **February 1, 2013**. This Rider, agreed to by both parties, modifies the terms and conditions of the Summary. Should any conflict arise between the Summary and this Rider, this Rider shall control and supersede all prior agreements and understandings, with respect to the subject matter hereof. Academy and Recipient agree that the following provisions shall be included as a part of the Sponsorship Agreement.

TERMS & CONDITIONS

1. PRICING AND INVOICING

- 1.1 Nothing herein shall permit an increase in the price for promotional or sponsorship rights or consideration specified in any Summary unless approved in writing and signed by Academy. All invoices will be paid within 45 days after receipt of a valid and correct invoice.
- 1.2 Academy shall have the right at any time to set-off any amount owed by Recipient to Academy under this Rider or any other agreements between the Parties from and against any amount due and owing by Academy to Recipient under this Rider.

2. REPRESENTATIONS, WARRANTIES, AND GUARANTEES

- 3.1 Each Party warrants, represents, and guarantees to the other that:
 - a. The party (i) understands all of the terms of this Rider; (ii) has had the opportunity to review this Rider with its counsel; (iii) has the full power and authority to enter and perform this Rider; (iv) has completed all necessary action to duly authorize the execution, delivery and performance of this Rider; and (v) confirms that this Rider has been duly executed and delivered on behalf of Recipient and is the valid and binding obligation of Recipient;
 - b. The Party shall comply with all applicable federal, state, and local laws, statutes, codes, regulations, requirements, decrees, orders, judgments, injunctions, and all other government and/or regulatory directives (collectively, “Laws”) at all times during the Term of this Rider; and
 - c. All services, consideration, or materials provided pursuant to the Rider do not infringe any actual or alleged patent, design, trade name, trademark, copyright, intellectual property right, trade secret, or any other intellectual property right or entitlement of any third party.

3. MARKS

- 4.1 Except for the limited license, if any, granted under this Rider or any Summary for the use of copyrights, service marks, logos, trademarks, word marks, symbols, emblems, designs, patents, or other intellectual property (collectively “Marks”), each Party’s Marks under trademark or copyright law or other property rights shall inure to the benefit of and be the exclusive property of the Party owning such Marks. Except as set forth herein, neither Party may use the other Party’s Marks without prior written consent. Each Party agrees that nothing in this Rider shall give one Party any right, title or interest in the other Party’s Marks and nothing contained herein shall be construed as an assignment or grant from one Party to the other of any right, title or interest in or to the other Party’s Marks.

4. INDEMNIFICATION

- 5.1 **EXCEPT TO THE EXTENT PROHIBITED BY LAW, RECIPIENT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS ACADEMY, ITS PARENTS, AFFILIATES, SUBSIDIARIES, OFFICERS, MANAGERS, PARTNERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL ALLEGATIONS, CLAIMS, LAWSUITS, JUDGMENTS, LOSSES, CIVIL PENALTIES, LIABILITIES, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES AND COURT COSTS (EACH A “CLAIM”), ARISING OUT OF OR RELATED TO (A) ANY INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY ANY ACT OR OMISSION OF RECIPIENT OR RELATED TO A PROMOTIONAL EVENT UNDER THIS RIDER; (B) ANY NEGLIGENT OR GROSSLY NEGLIGENT**

ACTION, INACTION, OMISSION OR INTENTIONAL MISCONDUCT OF RECIPIENT IN ITS PERFORMANCE OF THIS RIDER; (C) RECIPIENT'S BREACH OF ANY REPRESENTATION, WARRANTY, TERM, COVENANT, OR OTHER OBLIGATION UNDER THIS RIDER, INCLUDING COMPLIANCE WITH ALL LAWS; AND/OR (D) ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS BY ANY PRODUCT OR SERVICE DELIVERED PURSUANT TO THIS RIDER.

5. LIMITATIONS AND WAIVERS

6.1 DAMAGE LIMITATIONS. REGARDLESS OF THE LEGAL OR EQUITABLE BASIS OF ANY CLAIM IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS RIDER, OR ANY OTHER DAMAGES (EXCEPT DIRECT DAMAGES), INCLUDING WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF REVENUES OR PROFITS, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR THE ALLEGED BREACHING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.2 LIMITATION OF LIABILITY. EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS RIDER, REGARDLESS OF THE FORM OF ACTION, SHALL NEVER EXCEED THE TOTAL AMOUNT PAID OR INCURRED BY ACADEMY TO RECIPIENT UNDER THIS RIDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH ACTION, THE LIMITATION OF LIABILITY CONTAINED IN THIS SECTION IS CUMULATIVE WITH ALL OF ACADEMY'S EXPENDITURES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. EACH PARTY HEREBY RELEASES THE OTHER PARTY FROM ALL OBLIGATIONS, LIABILITY, CLAIMS, OR DEMANDS IN EXCESS OF THIS LIMITATION. THE PARTIES ACKNOWLEDGE THAT EACH OF THE RELIED UPON THE INCLUSION OF THE LIMITATION IN CONSIDERATION FOR ENTERING INTO THIS RIDER. THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO THE INDEMNITY OBLIGATIONS THAT EACH PARTY MAY OWE TO THE OTHER UNDER THIS RIDER.

6. ASSIGNMENT

7.1 Either Party may assign this Rider to a present or future parent, subsidiary, or affiliated entity, including a future successor or party acquiring all or part of the Party's business. All other assignments, transfers, or delegations require written consent of both Parties. Any attempted assignment or transfer in contravention of this Section shall be void.

7. ENTIRE AGREEMENT/CHANGES

8.1 This Rider constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous agreements, understandings, negotiations, representations or proposals or any kind, whether written, oral or otherwise. Neither Party has relied upon any statements, representations or other communications that are not contained in this Rider. This Rider may not be modified or amended except in writing executed by the duly authorized representatives of each Party to this Rider.

8. RELATIONSHIP OF THE PARTIES

9.1 The relationship of Academy and Recipient under this Rider shall be that of independent contractors and nothing herein or in any related document or representation shall be construed to create or imply any relationship of employment, agency, partnership, exclusivity, or any other relationship other than that of independent contractors. Academy and Recipient acknowledge and agree that each is engaged in a separate and independent business and neither shall state, represent, or imply any interest in or control over the business of the other.

9. CHOICE OF LAW AND FORUM

10.1 THE LAWS OF THE STATE OF ARKANSAS GOVERN THIS RIDER AND ANY DISPUTES RELATED TO THIS RIDER WITHOUT REFERENCE TO PRINCIPLES OF CHOICE OR CONFLICTS OF LAW. EXCEPT WHERE INJUNCTIVE OR OTHER EQUITABLE RELIEF IS SOUGHT, THE PARTIES AGREE THAT, AS A CONDITION PRECEDENT TO ANY ACTION REGARDING DISPUTES ARISING UNDER THIS RIDER, SUCH DISPUTES SHALL FIRST BE SUBMITTED TO MEDIATION BEFORE A PROFESSIONAL MEDIATOR SELECTED BY THE PARTIES, AT A MUTUALLY AGREED TIME AND PLACE, AND WITH THE MEDIATOR'S FEES SPLIT EQUALLY BETWEEN THE PARTIES.

IN WITNESS WHEREOF, the Parties hereto have executed this Rider as of the latest date written below.

ACADEMY

CITY OF JONESBORO

ACADEMY, LTD., d/b/a
ACADEMY SPORTS + OUTDOORS

By: ACADEMY MANAGING CO., L.L.C.
It's General Partner

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Legislation Details (With Text)

File #:	RES-13:032	Version:	1	Name:	Contract with Academy Sports for concession stand sign at Joe Mack
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	2/20/2013	In control:		In control:	Public Services Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH ACADEMY SPORTS AND OUTDOORS FOR SPONSORSHIP OF A CONCESSION STAND SIGN AT JOE MACK CAMPBELL PARK				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	City of Jonesboro - Concession Stand Sponsorship Agreement clean 02.18.13				

Date	Ver.	Action By	Action	Result
3/11/2013	1	Public Services Council Committee		

title
A RESOLUTION TO CONTRACT WITH ACADEMY SPORTS AND OUTDOORS FOR SPONSORSHIP OF A CONCESSION STAND SIGN AT JOE MACK CAMPBELL PARK

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

WHEREAS, Academy Sports and Outdoors is seeking sponsorship recognition on one concession stand sign at Joe Mack Campbell Park; and

WHEREAS, Academy Sports and Outdoors is sponsoring the concession stand sign for the sum of \$1,000 for a period of 1 year;

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Academy Sports and Outdoors for the sponsorship of one concession stand sign at Joe Mack Campbell Park. A copy of said contract is attached as "Exhibit A."

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



This Sponsorship Summary (“Summary”), naming Academy Sports + Outdoors (“Academy”) as a Sponsor of the **City of Jonesboro’s Concession Stand Located at Joe Mack Campbell Park** (“Recipient”), is governed by that certain Sponsorship Rider (“Rider”) between Academy and Vendor executed on **February 1, 2013** (“Effective Date”).

The term of this Summary is for the period of time from the Effective Date until January 31, 2014.

Academy will provide the following to Recipient:

- Shall pay a sum of **\$1,000.00** on **March 1st, 2013** for the erected 36” X 72” sign and sponsorship

Academy will receive the following sponsorship benefits from Recipient:

- Logo shall be put on a sign to be erected on a designated concession stand at Joe Mack Campbell Park.
- Academy shall have an option to renew this agreement for an additional year.
- Recipient will furnish a 36” x 72” sign to be erected for Academy’s designated concession stand and will be responsible for said sign maintenance throughout the term of this agreement.
- It is agreed by Recipient and Academy that Academy shall not be responsible for the maintenance or upkeep on sponsored concession stand and Academy shall not be responsible with regards to any liability actions which may be brought against the Recipient resulting from accidents which might occur at sponsored concession stand.
- Academy will be prominently featured on all printed and digital forms.
- Academy will receive consideration as a tournament packet pick up location

Invoicing:

- Recipient shall submit invoice for payment processing via email to: **promotionsinvoices@academy.com**

This SPONSORSHIP RIDER (“Rider”) is entered into on **February 1, 2013** (the “Effective Date”) between **Academy, Ltd., d/b/a Academy Sports + Outdoors (“Academy”)**, a Texas limited partnership located at 1800 North Mason Road, Katy, Texas 77449 and the **City of Jonesboro (“Recipient”)**, located at **515 W. Washington, Jonesboro, Arkansas 72401**. Academy and Recipient may sometimes be referenced herein individually as “Party” or collectively as the “Parties”. This Addendum is made part of the Sponsorship Summary (“Summary”) by and between the Parties dated **February 1, 2013**. This Rider, agreed to by both parties, modifies the terms and conditions of the Summary. Should any conflict arise between the Summary and this Rider, this Rider shall control and supersede all prior agreements and understandings, with respect to the subject matter hereof. Academy and Recipient agree that the following provisions shall be included as a part of the Sponsorship Agreement.

TERMS & CONDITIONS

1. PRICING AND INVOICING

- 1.1 Nothing herein shall permit an increase in the price for promotional or sponsorship rights or consideration specified in any Summary unless approved in writing and signed by Academy. All invoices will be paid within 45 days after receipt of a valid and correct invoice.
- 1.2 Academy shall have the right at any time to set-off any amount owed by Recipient to Academy under this Rider or any other agreements between the Parties from and against any amount due and owing by Academy to Recipient under this Rider.

2. REPRESENTATIONS, WARRANTIES, AND GUARANTEES

- 3.1 Each Party warrants, represents, and guarantees to the other that:
 - a. The party (i) understands all of the terms of this Rider; (ii) has had the opportunity to review this Rider with its counsel; (iii) has the full power and authority to enter and perform this Rider; (iv) has completed all necessary action to duly authorize the execution, delivery and performance of this Rider; and (v) confirms that this Rider has been duly executed and delivered on behalf of Recipient and is the valid and binding obligation of Recipient;
 - b. The Party shall comply with all applicable federal, state, and local laws, statutes, codes, regulations, requirements, decrees, orders, judgments, injunctions, and all other government and/or regulatory directives (collectively, “Laws”) at all times during the Term of this Rider; and
 - c. All services, consideration, or materials provided pursuant to the Rider do not infringe any actual or alleged patent, design, trade name, trademark, copyright, intellectual property right, trade secret, or any other intellectual property right or entitlement of any third party.

3. MARKS

- 4.1 Except for the limited license, if any, granted under this Rider or any Summary for the use of copyrights, service marks, logos, trademarks, word marks, symbols, emblems, designs, patents, or other intellectual property (collectively “Marks”), each Party’s Marks under trademark or copyright law or other property rights shall inure to the benefit of and be the exclusive property of the Party owning such Marks. Except as set forth herein, neither Party may use the other Party’s Marks without prior written consent. Each Party agrees that nothing in this Rider shall give one Party any right, title or interest in the other Party’s Marks and nothing contained herein shall be construed as an assignment or grant from one Party to the other of any right, title or interest in or to the other Party’s Marks.

4. INDEMNIFICATION

- 5.1 **EXCEPT TO THE EXTENT PROHIBITED BY LAW, RECIPIENT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS ACADEMY, ITS PARENTS, AFFILIATES, SUBSIDIARIES, OFFICERS, MANAGERS, PARTNERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL ALLEGATIONS, CLAIMS, LAWSUITS, JUDGMENTS, LOSSES, CIVIL PENALTIES, LIABILITIES, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES AND COURT COSTS (EACH A “CLAIM”), ARISING OUT OF OR RELATED TO (A) ANY INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY ANY ACT OR OMISSION OF RECIPIENT OR RELATED TO A PROMOTIONAL EVENT UNDER THIS RIDER; (B) ANY NEGLIGENT OR GROSSLY NEGLIGENT**

ACTION, INACTION, OMISSION OR INTENTIONAL MISCONDUCT OF RECIPIENT IN ITS PERFORMANCE OF THIS RIDER; (C) RECIPIENT'S BREACH OF ANY REPRESENTATION, WARRANTY, TERM, COVENANT, OR OTHER OBLIGATION UNDER THIS RIDER, INCLUDING COMPLIANCE WITH ALL LAWS; AND/OR (D) ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS BY ANY PRODUCT OR SERVICE DELIVERED PURSUANT TO THIS RIDER.

5. LIMITATIONS AND WAIVERS

6.1 DAMAGE LIMITATIONS. REGARDLESS OF THE LEGAL OR EQUITABLE BASIS OF ANY CLAIM IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS RIDER, OR ANY OTHER DAMAGES (EXCEPT DIRECT DAMAGES), INCLUDING WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF REVENUES OR PROFITS, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR THE ALLEGED BREACHING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.2 LIMITATION OF LIABILITY. EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS RIDER, REGARDLESS OF THE FORM OF ACTION, SHALL NEVER EXCEED THE TOTAL AMOUNT PAID OR INCURRED BY ACADEMY TO RECIPIENT UNDER THIS RIDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH ACTION, THE LIMITATION OF LIABILITY CONTAINED IN THIS SECTION IS CUMULATIVE WITH ALL OF ACADEMY'S EXPENDITURES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. EACH PARTY HEREBY RELEASES THE OTHER PARTY FROM ALL OBLIGATIONS, LIABILITY, CLAIMS, OR DEMANDS IN EXCESS OF THIS LIMITATION. THE PARTIES ACKNOWLEDGE THAT EACH OF THE RELIED UPON THE INCLUSION OF THIS LIMITATION IN CONSIDERATION FOR ENTERING INTO THIS RIDER. THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO THE INDEMNITY OBLIGATIONS THAT EACH PARTY MAY OWE TO THE OTHER UNDER THIS RIDER.

6. ASSIGNMENT

7.1 Either Party may assign this Rider to a present or future parent, subsidiary, or affiliated entity, including a future successor or party acquiring all or part of the Party's business. All other assignments, transfers, or delegations require written consent of both Parties. Any attempted assignment or transfer in contravention of this Section shall be void.

7. ENTIRE AGREEMENT/CHANGES

8.1 This Rider constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous agreements, understandings, negotiations, representations or proposals or any kind, whether written, oral or otherwise. Neither Party has relied upon any statements, representations or other communications that are not contained in this Rider. This Rider may not be modified or amended except in writing executed by the duly authorized representatives of each Party to this Rider.

8. RELATIONSHIP OF THE PARTIES

9.1 The relationship of Academy and Recipient under this Rider shall be that of independent contractors and nothing herein or in any related document or representation shall be construed to create or imply any relationship of employment, agency, partnership, exclusivity, or any other relationship other than that of independent contractors. Academy and Recipient acknowledge and agree that each is engaged in a separate and independent business and neither shall state, represent, or imply any interest in or control over the business of the other.

9. CHOICE OF LAW AND FORUM

10.1 THE LAWS OF THE STATE OF ARKANSAS GOVERN THIS RIDER AND ANY DISPUTES RELATED TO THIS RIDER WITHOUT REFERENCE TO PRINCIPLES OF CHOICE OR CONFLICTS OF LAW. EXCEPT WHERE INJUNCTIVE OR OTHER EQUITABLE RELIEF IS SOUGHT, THE PARTIES AGREE THAT, AS A CONDITION PRECEDENT TO ANY ACTION REGARDING DISPUTES ARISING UNDER THIS RIDER, SUCH DISPUTES SHALL FIRST BE SUBMITTED TO MEDIATION BEFORE A PROFESSIONAL MEDIATOR SELECTED BY THE PARTIES, AT A MUTUALLY AGREED TIME AND PLACE, AND WITH THE MEDIATOR'S FEES SPLIT EQUALLY BETWEEN THE PARTIES.

IN WITNESS WHEREOF, the Parties hereto have executed this Rider as of the latest date written below.

ACADEMY

CITY OF JONESBORO

ACADEMY, LTD., d/b/a
ACADEMY SPORTS + OUTDOORS

By: ACADEMY MANAGING CO., L.L.C.
It's General Partner

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Legislation Details (With Text)

File #:	RES-13:033	Version:	1	Name:	Contract with Academy Sports for sign sponsorship at Southside
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	2/20/2013	In control:		In control:	Public Services Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH ACADEMY SPORTS AND OUTDOORS FOR SPONSORSHIP OF 5 OUTFIELD SIGNS AT SOUTHSIDE SOFTBALL COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	City of Jonesboro - Southside Softball Complex Field Signs Sponsorship Agreement clean 02.18.13				

Date	Ver.	Action By	Action	Result
3/11/2013	1	Public Services Council Committee		

title
A RESOLUTION TO CONTRACT WITH ACADEMY SPORTS AND OUTDOORS FOR SPONSORSHIP OF 5 OUTFIELD SIGNS AT SOUTHSIDE SOFTBALL COMPLEX

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

WHEREAS, Academy Sports and Outdoors is seeking sponsorship recognition on five outfield signs at Southside Softball Complex; and

WHEREAS, Academy Sports and Outdoors is sponsoring the outfield signs for the sum of \$300.00 per sign 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 Academy Sports and Outdoors for the sponsorship of 5 outfield 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.



This Sponsorship Summary (“Summary”), naming Academy Sports + Outdoors (“Academy”) as a Sponsor of the **City of Jonesboro’s Field Signs Located at Southside Softball Complex** (“Recipient”), is governed by that certain Sponsorship Rider (“Rider”) between Academy and Vendor executed on **February 1, 2013** (“Effective Date”).

The term of this Summary is for the period of time from the Effective Date until January 31, 2016.

Academy will provide the following to Recipient:

- Shall pay over a period of **(3)** three years for the field signs and sponsorship the total sum of **\$4,500**.
 - A sum of **\$1,500.00** shall be paid on **March 1st, 2013**.
 - A sum of **\$1,500.00** shall be paid on **March 1st, 2014**.
 - A sum of **\$1,500.00** shall be paid on **March 1st, 2015**.

Academy will receive the following sponsorship benefits from Recipient:

- Logo shall be put on **(5)** five field signs to be displayed at the Southside Softball Complex fields.
- Academy shall have an option to renew this agreement for an additional three years.
- Recipient will furnish **(5)** five 4’ x 6’ signs to be erected at **(5)** five separate softball fields and will be responsible for said sign maintenance throughout the term of this agreement. It is also agreed that Academy reserves the right cease payment if said signs are not properly maintained. However, it shall be the responsibility of Academy to bear any expense made to said signs should changes be requested during the term of this agreement.
- It is agreed by Recipient and Academy that Academy shall not be responsible for the maintenance or upkeep on sponsored signs and Academy shall not be responsible with regards to any liability actions which may be brought against the Recipient resulting from accidents which might occur on sponsored fields.
- Academy will be prominently featured on all printed and digital forms.
- Academy will receive consideration as a tournament packet pick up location

Invoicing:

- Recipient shall submit invoice for payment processing via email to: **promotionsinvoices@academy.com**

This SPONSORSHIP RIDER (“Rider”) is entered into on **February 1, 2013** (the “Effective Date”) between **Academy, Ltd., d/b/a Academy Sports + Outdoors (“Academy”)**, a Texas limited partnership located at 1800 North Mason Road, Katy, Texas 77449 and the **City of Jonesboro (“Recipient”)**, located at **515 W. Washington, Jonesboro, Arkansas 72401**. Academy and Recipient may sometimes be referenced herein individually as “Party” or collectively as the “Parties”. This Addendum is made part of the Sponsorship Summary (“Summary”) by and between the Parties dated **February 1, 2013**. This Rider, agreed to by both parties, modifies the terms and conditions of the Summary. Should any conflict arise between the Summary and this Rider, this Rider shall control and supersede all prior agreements and understandings, with respect to the subject matter hereof. Academy and Recipient agree that the following provisions shall be included as a part of the Sponsorship Agreement.

TERMS & CONDITIONS

1. PRICING AND INVOICING

- 1.1 Nothing herein shall permit an increase in the price for promotional or sponsorship rights or consideration specified in any Summary unless approved in writing and signed by Academy. All invoices will be paid within 45 days after receipt of a valid and correct invoice.
- 1.2 Academy shall have the right at any time to set-off any amount owed by Recipient to Academy under this Rider or any other agreements between the Parties from and against any amount due and owing by Academy to Recipient under this Rider.

2. REPRESENTATIONS, WARRANTIES, AND GUARANTEES

- 3.1 Each Party warrants, represents, and guarantees to the other that:
 - a. The party (i) understands all of the terms of this Rider; (ii) has had the opportunity to review this Rider with its counsel; (iii) has the full power and authority to enter and perform this Rider; (iv) has completed all necessary action to duly authorize the execution, delivery and performance of this Rider; and (v) confirms that this Rider has been duly executed and delivered on behalf of Recipient and is the valid and binding obligation of Recipient;
 - b. The Party shall comply with all applicable federal, state, and local laws, statutes, codes, regulations, requirements, decrees, orders, judgments, injunctions, and all other government and/or regulatory directives (collectively, “Laws”) at all times during the Term of this Rider; and
 - c. All services, consideration, or materials provided pursuant to the Rider do not infringe any actual or alleged patent, design, trade name, trademark, copyright, intellectual property right, trade secret, or any other intellectual property right or entitlement of any third party.

3. MARKS

- 4.1 Except for the limited license, if any, granted under this Rider or any Summary for the use of copyrights, service marks, logos, trademarks, word marks, symbols, emblems, designs, patents, or other intellectual property (collectively “Marks”), each Party’s Marks under trademark or copyright law or other property rights shall inure to the benefit of and be the exclusive property of the Party owning such Marks. Except as set forth herein, neither Party may use the other Party’s Marks without prior written consent. Each Party agrees that nothing in this Rider shall give one Party any right, title or interest in the other Party’s Marks and nothing contained herein shall be construed as an assignment or grant from one Party to the other of any right, title or interest in or to the other Party’s Marks.

4. INDEMNIFICATION

- 5.1 **EXCEPT TO THE EXTENT PROHIBITED BY LAW, RECIPIENT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS ACADEMY, ITS PARENTS, AFFILIATES, SUBSIDIARIES, OFFICERS, MANAGERS, PARTNERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL ALLEGATIONS, CLAIMS, LAWSUITS, JUDGMENTS, LOSSES, CIVIL PENALTIES, LIABILITIES, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES AND COURT COSTS (EACH A “CLAIM”), ARISING OUT OF OR RELATED TO (A) ANY INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY ANY ACT OR OMISSION OF RECIPIENT OR RELATED TO A PROMOTIONAL EVENT UNDER THIS RIDER; (B) ANY NEGLIGENT OR GROSSLY NEGLIGENT**

ACTION, INACTION, OMISSION OR INTENTIONAL MISCONDUCT OF RECIPIENT IN ITS PERFORMANCE OF THIS RIDER; (C) RECIPIENT'S BREACH OF ANY REPRESENTATION, WARRANTY, TERM, COVENANT, OR OTHER OBLIGATION UNDER THIS RIDER, INCLUDING COMPLIANCE WITH ALL LAWS; AND/OR (D) ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS BY ANY PRODUCT OR SERVICE DELIVERED PURSUANT TO THIS RIDER.

5. LIMITATIONS AND WAIVERS

6.1 DAMAGE LIMITATIONS. REGARDLESS OF THE LEGAL OR EQUITABLE BASIS OF ANY CLAIM IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS RIDER, OR ANY OTHER DAMAGES (EXCEPT DIRECT DAMAGES), INCLUDING WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF REVENUES OR PROFITS, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR THE ALLEGED BREACHING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.2 LIMITATION OF LIABILITY. EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS RIDER, REGARDLESS OF THE FORM OF ACTION, SHALL NEVER EXCEED THE TOTAL AMOUNT PAID OR INCURRED BY ACADEMY TO RECIPIENT UNDER THIS RIDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH ACTION, THE LIMITATION OF LIABILITY CONTAINED IN THIS SECTION IS CUMULATIVE WITH ALL OF ACADEMY'S EXPENDITURES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. EACH PARTY HEREBY RELEASES THE OTHER PARTY FROM ALL OBLIGATIONS, LIABILITY, CLAIMS, OR DEMANDS IN EXCESS OF THIS LIMITATION. THE PARTIES ACKNOWLEDGE THAT EACH OF THE RELIED UPON THE INCLUSION OF THIS LIMITATION IN CONSIDERATION FOR ENTERING INTO THIS RIDER. THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO THE INDEMNITY OBLIGATIONS THAT EACH PARTY MAY OWE TO THE OTHER UNDER THIS RIDER.

6. ASSIGNMENT

7.1 Either Party may assign this Rider to a present or future parent, subsidiary, or affiliated entity, including a future successor or party acquiring all or part of the Party's business. All other assignments, transfers, or delegations require written consent of both Parties. Any attempted assignment or transfer in contravention of this Section shall be void.

7. ENTIRE AGREEMENT/CHANGES

8.1 This Rider constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous agreements, understandings, negotiations, representations or proposals or any kind, whether written, oral or otherwise. Neither Party has relied upon any statements, representations or other communications that are not contained in this Rider. This Rider may not be modified or amended except in writing executed by the duly authorized representatives of each Party to this Rider.

8. RELATIONSHIP OF THE PARTIES

9.1 The relationship of Academy and Recipient under this Rider shall be that of independent contractors and nothing herein or in any related document or representation shall be construed to create or imply any relationship of employment, agency, partnership, exclusivity, or any other relationship other than that of independent contractors. Academy and Recipient acknowledge and agree that each is engaged in a separate and independent business and neither shall state, represent, or imply any interest in or control over the business of the other.

9. CHOICE OF LAW AND FORUM

10.1 THE LAWS OF THE STATE OF ARKANSAS GOVERN THIS RIDER AND ANY DISPUTES RELATED TO THIS RIDER WITHOUT REFERENCE TO PRINCIPLES OF CHOICE OR CONFLICTS OF LAW. EXCEPT WHERE INJUNCTIVE OR OTHER EQUITABLE RELIEF IS SOUGHT, THE PARTIES AGREE THAT, AS A CONDITION PRECEDENT TO ANY ACTION REGARDING DISPUTES ARISING UNDER THIS RIDER, SUCH DISPUTES SHALL FIRST BE SUBMITTED TO MEDIATION BEFORE A PROFESSIONAL MEDIATOR SELECTED BY THE PARTIES, AT A MUTUALLY AGREED TIME AND PLACE, AND WITH THE MEDIATOR'S FEES SPLIT EQUALLY BETWEEN THE PARTIES.

IN WITNESS WHEREOF, the Parties hereto have executed this Rider as of the latest date written below.

ACADEMY

CITY OF JONESBORO

ACADEMY, LTD., d/b/a
ACADEMY SPORTS + OUTDOORS

By: ACADEMY MANAGING CO., L.L.C.
It's General Partner

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Legislation Details (With Text)

File #:	RES-13:034	Version:	1	Name:	Contract with Sleep Cheap for sign sponsorship at Southside
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	2/20/2013	In control:		In control:	Public Services Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH SLEEP CHEAP FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	Sleep Cheap				

Date	Ver.	Action By	Action	Result
3/11/2013	1	Public Services Council Committee		

title

A RESOLUTION TO CONTRACT WITH SLEEP CHEAP 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, Sleep Cheap is seeking sponsorship recognition on one outfield sign at Southside Softball Complex; and

WHEREAS, Sleep Cheap 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 Sleep Cheap 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 Sleep Cheap (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this 19th Day of February, 2013 (the "Effective Date").

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

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

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

I. Term

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

II. Advertisement at Facilities

- (1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR's logo shall be put on a sign to be displayed on chosen field at FACILITY for a period of **(3) three years**.
- (2) It is agreed between the parties that the SPONSOR shall pay over a period of **3 years** for the sign and sponsorship the total sum of **\$900.00**.
 - A sum of **\$300.00** shall be paid on **March 15th, 2013**.
 - A sum of **\$300.00** shall be paid on **March 15th, 2014**.
 - A sum of **\$300.00** shall be paid on **March 15th, 2015**.

- (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 8' 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: **Sleep Cheap**
Name: Tiffany Kelly
Title: Accountant
Date: 2/12/13

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-13:037	Version:	1	Name:	Contract with Fairfield Inn for sign sponsorship at Southside
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	2/21/2013	In control:		In control:	Public Services Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO CONTRACT WITH FAIRFIELD INN AND SUITES FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	Fairfield Inn and Suites				

Date	Ver.	Action By	Action	Result
3/11/2013	1	Public Services Council Committee		

title
A RESOLUTION TO CONTRACT WITH FAIRFIELD INN AND SUITES 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, Fairfield Inn and Suites is seeking sponsorship recognition on one outfield sign at Southside Softball Complex; and

WHEREAS, Fairfield Inn and Suites 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 Fairfield Inn and Suites 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 **Fairfield Inn and Suites** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this **20th** Day of **February, 2013** (the "Effective Date").

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

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

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

I. Term

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

II. Advertisement at Facilities

- (1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR's logo shall be put on a sign to be displayed on chosen field at FACILITY for a period of **(3) three years**.
- (2) It is agreed between the parties that the SPONSOR shall pay over a period of **3 years** for the sign and sponsorship the total sum of **\$900.00**.
 - A sum of **\$300.00** shall be paid on **March 20th, 2013**.
 - A sum of **\$300.00** shall be paid on **March 20th, 2014**.
 - A sum of **\$300.00** shall be paid on **March 20th, 2015**.

- (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 8' 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: **Fairfield Inn and Suites**
Name: Kimberly Sims
Title: Director of Sales
Date: 2-20-13

CITY OF JONESBORO

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

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-13:038	Version:	1	Name:	Contract with Sleep Cheap for sign sponsorship at Southside
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	2/21/2013	In control:		In control:	Public Services Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH SLEEP CHEAP FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	Sleep Cheap				

Date	Ver.	Action By	Action	Result
3/11/2013	1	Public Services Council Committee		

title

A RESOLUTION TO CONTRACT WITH SLEEP CHEAP 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, Sleep Cheap is seeking sponsorship recognition on one outfield sign at Southside Softball Complex; and

WHEREAS, Sleep Cheap 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 Sleep Cheap 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 Sleep Cheap (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this 19th Day of February, 2013 (the "Effective Date").

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

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

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

I. Term

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

II. Advertisement at Facilities

- (1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR's logo shall be put on a sign to be displayed on chosen field at FACILITY for a period of **(3) three years**.
- (2) It is agreed between the parties that the SPONSOR shall pay over a period of **3 years** for the sign and sponsorship the total sum of **\$900.00**.
 - A sum of **\$300.00** shall be paid on **March 15th, 2013**.
 - A sum of **\$300.00** shall be paid on **March 15th, 2014**.
 - A sum of **\$300.00** shall be paid on **March 15th, 2015**.

- (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 8' 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: **Sleep Cheap**
Name: Tiffany Kelly
Title: Accountant
Date: 2/12/13

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-13:040	Version:	1	Name:	Contract with HKB for PLSS remonumentation project
Type:	Resolution	Status:			Recommended to Council
File created:	2/27/2013	In control:			Public Works Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO CONTRACT WITH HAYWOOD, KENWARD, BARE & ASSOCIATES, INC. TO PROVIDE LAND SURVEY SERVICES FOR THE PLSS REMONUMENTATION PROJECT				
Sponsors:	Engineering				
Indexes:	Contract				
Code sections:					
Attachments:	Contract.pdf				

Date	Ver.	Action By	Action	Result
3/5/2013	1	Public Works Council Committee		

Title

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO CONTRACT WITH HAYWOOD, KENWARD, BARE & ASSOCIATES, INC. TO PROVIDE LAND SURVEY SERVICES FOR THE PLSS REMONUMENTATION PROJECT

Body

WHEREAS, the City of Jonesboro has desires to contract to provide land survey services for the PLSS Remonumentation Project;

WHEREAS, the firm selected for the PLSS Remonumentation project is Haywood, Kenward, Bare & Associates, Inc. of Jonesboro, Arkansas;

WHEREAS, Haywood, Kenward, Bare & Associates, Inc. has submitted the attached contract describing land survey services to be provided for the PLSS Remonumentation project; and,

WHEREAS, the funding for the contract shall come from budget amount in the Capital Improvement budget and compensation shall be paid in accordance with the contract documents.

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

Section 1. That the City of Jonesboro shall contract with Haywood, Kenward, Bare & Associates to provide land survey services for the PLSS Remonumentation project;

Section 2. The funding for the contract shall come from budget amount in the Capital Improvement budget and compensation shall be paid in accordance with the contract documents.

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 LAND SURVEY SERVICES

THIS CONTRACT, is made and entered into this ___ day of _____, 2013, by and between HAYWOOD, KENWARD, BARE & ASSOCIATES, INC. hereinafter referred to as "Contractor"; and the City of Jonesboro, Arkansas, hereinafter referred to as "Owner";

WHEREAS, the owner wish to engage Contractor in accordance with the terms and conditions herein to provide land surveyor services related to the PLSS REMONUMENTATION PROJECT, hereinafter referred to as "Project"; and

WHEREAS, Contractor desires to perform said services for the Owner in accordance with the terms and conditions provided herein.

NOW, THEREFORE, In consideration of the amounts to be paid to the Contractor for said services and the other conditions, covenants and agreements herein contained, the Contractor and the Owner hereby agree as follows:

1) **BASIC AGREEMENT**

A) PHASE 1 (North, West, and South Line of Township 14 North, Range 3 East)

- a) Provide to the Owner, draft corner certificate documents that list in detail the chronological history of the Standard and Closing Corners along the North, West, and South Lines Township 14N, Range 3 East (66 Corners).
 - (1) *Contractor shall complete service "a" in 14 calendar days upon receiving notice to proceed for a lump sum fee of \$10,794.30.*
- b) Conduct field surveys within Township 14 North, Range 3 East, to locate, measure, and document existing corners and evidence for use in analysis, calculations and final determinations of the above specified Standard and Closing Corners along said North, West, and South lines.
 - (1) *Contractor shall complete service "b" in 75 calendar days upon receiving notice to proceed for a fee of \$422.97 per individual corner measurement for up to 66 corners.*
 - (2) *Services "b", "c", and "d" shall be performed simultaneously.*
- c) Evaluate collected measurements and evidence to determine preliminary locations of the above specified Standard and Closing Corners along said North, West, and South lines.
 - (1) *Contractor shall complete service "c" in 75 calendar days upon receiving notice to proceed for a fee of \$146.15 per corner evaluation for up to 66 corners.*
 - (2) *Services "b", "c", and "d" shall be performed simultaneously.*
- d) Provide detailed worksheet of Township Lines that clearly identifies existing or calculated Standard and Closing Corners on said line.

- e) Detail findings in presentation form to a review committee as established and organized by the Owner.
- f) Provide final corner certificate documents and final plat (See attached exhibit).
 - (1) *Contractor shall complete service "f" in 30 calendar days upon receiving notice to proceed for a fee of \$197.63 per Corner Certificate for up to 66 Corners.*
- g) Monument each corner as directed by the Owner.
 - (1) *Contractor shall complete service "g" in 30 calendar days upon receiving notice to proceed for a fee of \$174.96 per Corner Monumentation for up to 66 corners.*

B) PHASE 2 (Sections 1 through 18, Township 14 North Range 3 East)

- a) Provide to the Owner, draft corner certificate documents that list in detail the chronological history of the Section, Quarter, and Center Quarter Corners within Sections 1-18 in Township 14N, Range 3 East (66 Corners).
 - (1) *Contractor shall complete service "a" in 14 calendar days upon receiving notice to proceed for a lump sum fee of \$10,794.30.*
- b) Conduct field surveys within Township 14 North, Range 3 East, to locate, measure, and document existing corners and evidence for use in analysis, calculations and final determinations of the above specified Section, Quarter, and Center Quarter Corners within Sections 1-18.
 - (1) *Contractor shall complete service "b" in 75 calendar days upon receiving notice to proceed for a fee of \$422.97 per individual corner measurement for up to 66 corners.*
 - (2) *Services "b", "c", and "d" shall be performed simultaneously.*
- c) Evaluate collected measurements and evidence to determine preliminary locations of the above specified Section, Quarter, and Center Quarter Corners within Sections 1-18, Township 14 North, Range 3 East.
 - (1) *Contractor shall complete service "c" in 75 calendar days upon receiving notice to proceed for a fee of \$146.15 per corner evaluation for up to 66 corners.*
 - (2) *Services "b", "c", and "d" shall be performed simultaneously.*
- d) Provide detailed worksheet that clearly identifies existing or calculated Section, Quarter, and Center Quarter Corners within Sections 1-18, Township 14 North, Range 3 East.
- e) Detail findings in presentation form to a review committee as established and organized by the Owner.
- f) Provide final corner certificate documents and final plat (See attached exhibit).

(1) Contractor shall complete service "f" in 30 calendar days upon receiving notice to proceed for a fee of \$197.63 per Corner Certificate for up to 66 Corners.

g) Monument each corner as directed by the Owner.

(1) Contractor shall complete service "g" in 30 calendar days upon receiving notice to proceed for a lump sum fee of \$174.96 per Corner Monumentation for up to 66 corners.

C) PHASE 3 (Sections 19 through 36, Township 14 North Range 3 East)

a) Provide to the Owner, draft corner certificate documents that list in detail the chronological history of the Section, Quarter, and Center Quarter Corners within Sections 19-36 in Township 14N, Range 3 East (55 Corners).

(1) Contractor shall complete service "a" in 14 calendar days upon receiving notice to proceed for a lump sum fee of \$8,995.25.

b) Conduct field surveys within Township 14 North, Range 3 East, to locate, measure, and document existing corners and evidence for use in analysis, calculations and final determinations of the above specified Section, Quarter, and Center Quarter Corners within Sections 19-36.

(1) Contractor shall complete service "b" in 75 calendar days upon receiving notice to proceed for a fee of \$422.97 per individual corner measurement for up to 55 corners.

(2) Services "b", "c", and "d" shall be performed simultaneously.

c) Evaluate collected measurements and evidence to determine preliminary locations of the above specified Section, Quarter, and Center Quarter Corners within Sections 19-36, Township 14 North, Range 3 East.

(1) Contractor shall complete service "c" in 75 calendar days upon receiving notice to proceed for a fee of \$146.15 per corner evaluation for up to 55 corners.

(2) Services "b", "c", and "d" shall be performed simultaneously.

d) Provide detailed worksheet that clearly identifies existing or calculated Section, Quarter, and Center Quarter Corners within Sections 19-36, Township 14 North, Range 3 East.

e) Detail findings in presentation form to a review committee as established and organized by the Owner.

f) Provide final corner certificate documents and final plat (See attached exhibit).

(1) Contractor shall complete service "f" in 30 calendar days upon receiving notice to proceed for a fee of \$197.63 per Corner Certificate for up to 55 Corners.

g) Monument each corner as directed by the Owner.

(1) Contractor shall complete service "g" in 30 calendar days upon receiving notice to proceed for a fee of \$174.96 per Corner Monumentation for up to 55 corners.

2) **TECHNICAL SPECIFICATIONS**

- A) This project shall comply with all applicable state and federal laws and regulations. Where those regulations are less restrictive than the specifications contained herein, these specifications shall apply.
- B) The basic guides for this project are the principles and practices set forth in the Bureau of Land Management publications "Restoration of Lost or Obliterated Corners and Subdivisions of Sections" and the "Manual of Surveying Instructions – 2009" (BLM Manual), as well as applicable state laws. The Contractor shall also adhere to the current "Arkansas Standards of Practice for Property Boundary Surveys and Plats" of the Arkansas State Board of Registration for Professional Engineers and Professional Surveyors.
- C) All measurements shall meet the current standards for "Urban Class A" property boundary surveys as adopted by the Arkansas State Board of Registration for Professional Engineers and Professional Surveyors.
- D) All corners shall be referenced the Owner's Low Distortion Projection System (Craighead County Coordinate System).
- E) Within the project area, the Contractor will encounter corner points with monuments that may require replacement dependent upon the material or state of deterioration. After completion of the corner search and measurements, the contractor shall furnish the owner with a list of corner points with Monumentation that might require replacement due to the following conditions. Where a corner point is monumented with material other than herein specified the Owner will determine whether it is acceptable or requires Monumentation. Unacceptable existing monuments are those easily moved, temporary in nature, and/or difficult to identify. They include, but are not limited to, wooden posts or stakes, iron pins, water and gas pipes, small or loose planted stones. The replaced monument shall be buried alongside the new monument (when practical) and so stated in the documentation.
- F) Plats and Corner Certificates shall be prepared in a CADD system and furnished to the owner in a .DWG format upon completion. Final plats and corner certificates shall be furnished to the Owner for review prior to recording.

3) **TITLE OR POSSESSION CONFLICTS**

- A) The Contractor is not required to resolve title or possession conflicts, but is required to report facts and any professional opinions regarding the conflict. For this project, the contractor shall be prepared to testify in court if called upon. These services will be considered outside the scope of this contract and in

consideration of the performance, additional payment will be made to the Contractor by the Owner in accordance with its prescribed regulations and procedures.

4) OWNER RESPONSIBILITIES

- A) Owner is responsible for providing public notice of this project.
- B) Owner is responsible for coordinating, scheduling, and facilitating project review meetings, including review committee meetings.
- C) Owner will be the primary contact for public interaction throughout the duration of this project. Public Comments and interaction will be directed through the Contractor to the Owner.
- D) Owner will be responsible for the recordation of final drawings with local and state officials.
- E) -Owner shall supply contractor with materials and monuments to be set.

5) PAYMENT PROCEDURES

- A) Invoices for services performed pursuant to this contract shall be submitted no more than once per month to the Owner's agent responsible for the administration of this contract.
- B) Invoices shall be submitted on forms acceptable to the owner, and shall be paid within 10 days upon approval of the Owner's agent.

6) TERMINATION

- A) The Owner reserves the right to terminate this contract for cause at any time during the term of the Contract upon default of the Contractor in providing the services in accordance with the terms and conditions contained herein. The Owner shall provide ten days written notice to Contractor to correct any deficiencies prior to termination of the Contract.
- B) The Owner reserves the right to terminate this contract for convenience at any time during the term of the Contract effective upon the receipt of notice by the Contractor.

7) FAIR EMPLOYMENT PRACTICES

- A) Neither Contractor nor the Contractor's agents and employees shall discriminate against any employee or applicant for employment, or be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, sex, disability, national origin, ancestry, age, or marital status.

8) INDEPENDENT CONTRACTOR

- A) The parties understand that this contractual agreement shall not create an employer/employee relationship and the Contractor, his employees, and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of this Contract.

9) INDEMNIFICATION

- A) Contractor shall indemnify, defend and save harmless the Owner, or its representatives from all claims, demands, suits, actions, payments, liability, and judgments, including reasonable attorney's fees arising out of the activities of Contractor or of Contractor's agents, servants, or employees. The Contractor shall not be required to indemnify the Owners for any damage resulting from the negligence of the Owners or their employees. In this connection, Contractor shall carry insurance in the following kinds and minimum limits as indicated:
- B) Worker's Compensation Insurance and Employer's Liability Insurance. The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this State covering all his employees, and in the case of any work sublet, the Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$500,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain equivalent insurance.
- C) General Liability Insurance. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the Owner against claims for damages resulting from (1) bodily injury, including wrongful death, (2) personal injury; liability, and (3) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be a combined single limit of \$500,000 and \$1,000,000 aggregate.
- a) The coverage shall be provided under a Comprehensive General Liability form of policy or similar thereto including contractual liability; and,
 - b) The property damage coverage shall include a Broad Form Property Damage Endorsement and shall include the following extensions of coverage: Contractual Liability, Products Liability and/or Completed Operations.
- D) Automobile Liability Insurance. The Contractor shall take out and maintain during the life of this contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:
- a) Bodily Injury Limits; \$500,000 Each Person; \$1,000,000 Each Occurrence
 - b) Property Damage Limit; \$500,000 Each Occurrence
 - c) Combined Single Limit; \$1,000,000

- E) Professional Liability Insurance. The Contractor shall maintain during the life of this contract, Professional Liability Insurance, naming and protecting Contractor against claims for damages resulting from the Contractor's errors, omissions, or negligent acts. Such policy shall contain a limit of liability not less than \$1,000,000 excluding defense costs and claim expenses.
- F) Certificate of Insurance. The insurance specified above shall be written by a company duly authorized and licensed to do business in the State of Arkansas and shall be maintained until Contractor's work has been completed and accepted by the Owner. A certificate of insurance evidencing policies required shall be furnished to the Owner, such certificate shall specifically indicate that insurance policies shall give the Owner at least thirty (30) days written notice in the event of cancellation of or material change in any of the policies.

10) APPLICABLE LAWS AND PERMITS

- A) The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.

11) OWNER'S REPRESENTATIVES

- A) The Owner hereby designates the City Engineering Department as the Owner's agent responsible for the administration of this Contract.

12) INDUSTRY STANDARDS

- A) Contractor warrants to the Owner that the services to be performed under this agreement shall be in accordance with accepted and established surveying practices and procedures and that Contractor's services shall conform to the requirements of this Agreement.

13) SUBCONTRACTORS

- A) Contractor warrants that no subcontractors will be used in the performance of this Agreement without Owner's written approval. In the event Owner authorizes the use of subcontractors, Owner may require a payment bond.

14) ASSIGNMENT

- A) This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the Owners.

15) GOVERNING LAW

- A) This Contract shall be governed by and interpreted in accordance with the laws of the State of Arkansas.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

ATTEST:

CITY OF JONESBORO, ARKANSAS

City Clerk

Mayor

Approved by Resolution No. _____

Dated _____

EXECUTION BY CONTRACTOR

HAYWOOD, KENWARD, BARE &
ASSOCIATES, INC.

1801 Latourette Drive, Jonesboro, AR 72404


(Address)

By:



Duly Authorized Official

ATTEST



Secretary



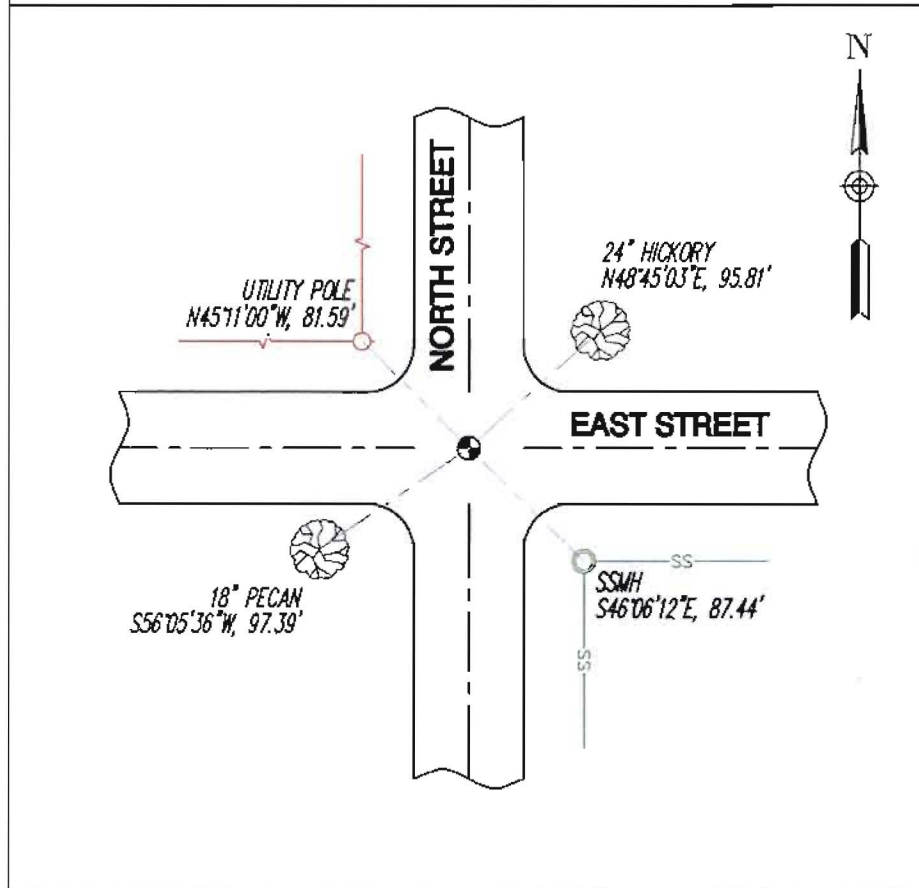
Legal Title of Official

PLSS CORNER CERTIFICATE

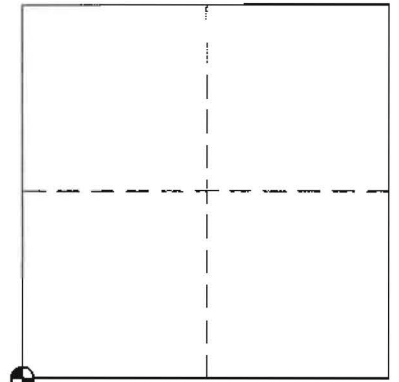
TOWNSHIP 14 NORTH, RANGE 4 EAST

CORNER NO. 100100

LOCATION SKETCH



CORNER LOCATION



SECTION 31 T14N R4E

CRAIGHEAD COUNTY LDP

N=533590.907

E=1693684.646

LATITUDE & LONGITUDE

LAT=35°47'33.19"N

LONG=90°42'50.69"W

ORIGINAL OR PERPETUATED CORNER RE-ESTABLISHED CORNER EXISTING MONUMENT OR PAROL EVIDENCE

DESCRIPTION OF MONUMENT AND ACCESSORIES:

Set 36" aluminum monument for the common corner of Townships 14 North, Ranges 3 and 4 East, and Townships 13 North, Ranges 3 and 4 East. See attached surveyor's report for reference documents and methods used for establishment of said corner.

24" Hickory - N48°45'03"E, 95.81'

Sanitary Sewer Manhole - S46°06'12"E, 87.44'

18" Pecan - S56°05'36"W, 97.39'

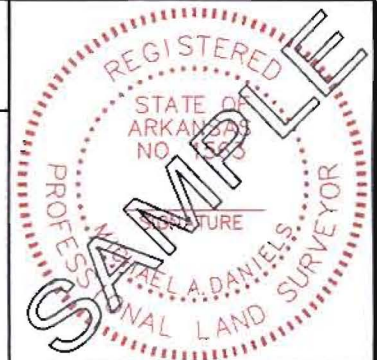
Utility Pole - N45°11;00"w, 81.59'

I, Michael A. Daniels, PS #1563, certify on this date 01/01/2012 that evidence was found for the corner described and I have established monuments and accessories to perpetuate the corner position as shown and sketched hereon.

City of
Jonesboro
 ARKANSAS
 P O. Box 1845 Phone: (870) 932-2438
 515 W. Washington Ave. Fax: (870) 933-4664
 Jonesboro, AR 72401 cengineer@jonesboro.org

I, Joshua E. Bettis, PS #1572, City Surveyor, have reviewed this corner's location, documentation, and methodology for acceptance and/or monumentation.

Joshua E. Bettis, City Surveyor _____ Date





Legislation Details (With Text)

File #:	RES-13:042	Version:	1	Name:	Maintenance agreement for Kercheval's Kersey Lane Minor Plat
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	2/28/2013	In control:		In control:	Public Works Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR KERCHEVAL'S KERSEY LANE MINOR PLAT (A RESIDENTAL DEVELOPMENT)				
Sponsors:	Engineering				
Indexes:	Contract				
Code sections:					
Attachments:	Maintenance Agreement.pdf				

Date	Ver.	Action By	Action	Result
3/5/2013	1	Public Works Council Committee		

Title

A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR KERCHEVAL'S KERSEY LANE MINOR PLAT (A RESIDENTAL DEVELOPMENT)

Body

WHEREAS, the Section 112-157 of the Jonesboro Municipal code requires a maintenance agreement assuring perpetual maintenance of Stormwater Management Improvements and drainage easements to be dedicated to the City be agreed upon by the City and the developer prior to final plat approval;

WHEREAS, Kevin Kercheval has submitted a Maintenance Agreement for Stormwater Management Facilities for Kercheval's Kersey Lane Minor Plat 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.

WHEREAS, the Maintenance Agreement and the final plat are to be filed concurrently with the Craighead County Circuit Clerk, upon final approval of the plat.

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

Section 1: The City of Jonesboro accepts the attached maintenance agreement with Kevin Kercheval for Kercheval's Kersey Lane Minor Plat and authorizes the Mayor and City Clerk to execute all documents necessary to effectuate the agreement.

Section 2: The executed agreement is to be retained by the City Clerk until such time as the Clerk is provided with the approved final plat of the development by the Planning Department so that both documents can be filed concurrently with the Craighead County Circuit Clerk.

**MAINTENANCE AGREEMENT
FOR STORMWATER MANAGEMENT FACILITIES**

Property Identification

Project Name: Kercheval's Kersey Lane Minor Plat
Project Address: 5532 Kersey Lane
Owner(s): Kevin Kercheval
Owner Address: 547 County Road 130
City: Bono **State:** AR **Zip Code:** 72416

In accordance with Section 112-157 of the Jonesboro Municipal Code, this agreement is made and entered into this ___ day of _____, 20___, by and between the City of Jonesboro, an Arkansas municipal corporation, hereinafter called the "City" and _____ **Kevin Kercheval** _____, 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 _____ **Kercheval's Kersey Lane Minor Plat** _____ as recorded in the records of Craighead County, Arkansas.

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

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

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


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

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

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

1. The on-site stormwater runoff management facilities shall be constructed by the Developer, its successors and assigns, in accordance with the plans and specifications identified in the Plan.

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

Owner/Agent:	Kevin Kercheval <small>Printed Name</small>	<i>K+T Investments of NCA LLC</i>  <small>Signature</small>	2-28-13 <small>Date</small>
Owner/Agent:	 <small>Printed Name</small>	 <small>Signature</small>	 <small>Date</small>

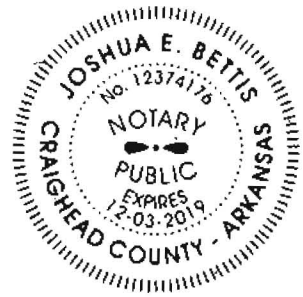
STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day before me, the undersigned officer, personally appeared Kevin Kercheval, 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 28th day of February, 2013.

Joshua E. Bettis
Notary Public (Printed Name)

[Signature]
Notary Public (Signature)



My Commission Expires: 12/03/2019

Accepted by:

Mayor

Date

City Clerk

Date



Legislation Details (With Text)

File #: RES-13:043 **Version:** 1 **Name:** Appointments/reappointments to boards and commissions
Type: Resolution **Status:** Recommended to Council
File created: 2/28/2013 **In control:** Nominating and Rules Committee
On agenda: **Final action:**
Title: RESOLUTION TO MAKE APPOINTMENTS/REAPPOINTMENTS TO THE BUILDING FACILITIES COMMITTEE, CAPITAL IMPROVEMENT COMMITTEE AND CITY WATER & LIGHT BOARD OF DIRECTORS
Sponsors: Mayor's Office
Indexes: Appointment/Reappointment, Board/Commission
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
3/5/2013	1	Nominating and Rules Committee		

title
RESOLUTION TO MAKE APPOINTMENTS/REAPPOINTMENTS TO THE BUILDING FACILITIES COMMITTEE, CAPITAL IMPROVEMENT COMMITTEE AND CITY WATER & LIGHT BOARD OF DIRECTORS

body
WHEREAS, the following appointments and/or reappointments have been recommended by Mayor Harold Perrin.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS, that the following boards and commissions appointments be confirmed:

BUILDING FACILITIES COMMITTEE

Reappointment of Barry Phillips, Ben Barylske, Craig Light, Erick Woodruff, Gene Vance, Keith Sanders, Kevin Miller, LM Duncan, Michael Yates, Otis Spriggs and Terry Adams to one-year terms expiring February 28, 2014

CAPITAL IMPROVEMENTS COMMITTEE

Appointment of Marsha Guffey to a one-year term expiring February 28, 2014
Reappointment of Heather Clements, Erick Woodruff, Keith Sanders, Ben Barylske, Craig Light, John Street, Kevin Miller, LM Duncan, Michael Yates, Wixson Huffstetler to one-year terms expiring February 28, 2014

CITY WATER & LIGHT BOARD OF DIRECTORS

Reappointment of John Street and Barry Phillips to three-year terms expiring February 28, 2016



Legislation Details (With Text)

File #:	RES-13:044	Version:	1	Name:	Contract with Jonesboro Greenway for Southside sign sponsorship
Type:	Resolution	Status:			Recommended to Council
File created:	2/28/2013	In control:			Public Services Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH JONESBORO GREENWAY FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	Jonesboro Greenway				

Date	Ver.	Action By	Action	Result
3/11/2013	1	Public Services Council Committee		

title
A RESOLUTION TO CONTRACT WITH JONESBORO GREENWAY 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, Jonesboro Greenway is seeking sponsorship recognition on one outfield sign at Southside Softball Complex; and

WHEREAS, Jonesboro Greenway 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 Jonesboro Greenway 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 Jonesboro Greenway (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this 28th Day of February, 2013 (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 **April 1st, 2013**.
 - A sum of **\$300.00** shall be paid on **April 1st, 2014**.
 - A sum of **\$300.00** shall be paid on **April 1st, 2015**.

- (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 8' 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: **Jonesboro Greenway**

Name: Debra Hay

Title: Location MGR

Date: 2-28-13

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #: RES-13:047 **Version:** 1 **Name:** Establishment of Master Street Plan Committee
Type: Resolution **Status:** Recommended to Council
File created: 3/4/2013 **In control:** Nominating and Rules Committee
On agenda: **Final action:**
Title: RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO APPOINT THE FOLLOWING MEMBERS TO THE MASTER STREET PLAN COMMITTEE AS RECOMMENDED BY MAYOR PERRIN
Sponsors: Mayor's Office
Indexes: Board/Commission
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
3/5/2013	1	Nominating and Rules Committee		

Title
RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO APPOINT THE FOLLOWING MEMBERS TO THE MASTER STREET PLAN COMMITTEE AS RECOMMENDED BY MAYOR PERRIN

Body
WHEREAS, it has been determined the current Master Street Plan for the City of Jonesboro is in great need of updating to reflect recent growth patterns as well as promote planning principals while providing orderly development within the diverse areas of our community; and

WHEREAS, it is the desire of Mayor Perrin to form an advisory committee to make recommendations to the City Council for formal adoption of updates to the Master Street Plan to address the current and future needs of City Government; and

WHEREAS, Mayor Perrin has recommended appointments of the following persons to serve on the Master Street Plan Committee for a term of one year:

Dr. Glenn Putnam
Josh Brown
Marvin Day
Ben Owens, Sr.
Ed Way
Mike Cameron
Sally Broadway
John Street
Mark Ward
Rick Stripling

Ex Officio Members:
Cpt. Scott Roper Police Dept.

Otis Spriggs	City Planning Director
Dr. Marsha Guffey	MPO Director
Alan Dunn	Asst. Fire Chief
Steve Tippet	Street Superintendent
LM Duncan	Chief Operations Officer
Mark Nichols	Traffic Engineer
Craig Light	City Engineer

BE IT THEREFORE RESOLVED by the City Council of the City of Jonesboro, Arkansas that the recommended appointments as listed above are hereby confirmed to serve on the Master Street Plan Committee.



Legislation Details (With Text)

File #:	ORD-13:010	Version:	4	Name:	Authorization for Gene Vance to do business with the City
Type:	Ordinance	Status:		Status:	First Reading
File created:	2/14/2013	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	AN ORDINANCE AUTHORIZING A CITY COUNCIL MEMBER TO DO BUSINESS WITH THE CITY OF JONESBORO				
Sponsors:	Finance				
Indexes:	Other				
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
3/5/2013	4	Finance & Administration Council Committee		

Title

AN ORDINANCE AUTHORIZING A CITY COUNCIL MEMBER TO DO BUSINESS WITH THE CITY OF JONESBORO

Body

WHEREAS, Arkansas Code Annotated 14-42-107 et seq provides that interest in office or contracts is prohibited by any alderman, council member, official or municipal employee, and

WHEREAS, Gene Vance is owner or owns an interest in Jonesboro Overhead Door, LLC & Vance Construction Solutions, LLC located at 925 East Parker Road, Jonesboro, Arkansas, and

WHEREAS, the City of Jonesboro has a limited number of company's providing Overhead Door Service & Renovations and Small Commercial Construction Services, and

WHEREAS, prohibiting competitive bidding and services by Jonesboro Overhead Door, LLC & Vance Construction Solutions, LLC would create an advantage to other local company's, and

WHEREAS, special permission will need to be given by the City Council for the City of Jonesboro to seek bids and services from Jonesboro Overhead Door, LLC & Vance Construction Solutions, LLC.

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

Section 1: The City Council for the City of Jonesboro gives special permission for Jonesboro Overhead Door, LLC & Vance Construction Solutions, LLC to be allowed to participate in competitive bidding and provide services for the City of Jonesboro.

Section 2; The City Council for the City of Jonesboro authorizes Jonesboro Overhead Door, LLC & Vance Construction Solutions, LLC to conduct business with City up to \$ 150,000 for each calendar year.



Legislation Details (With Text)

File #:	ORD-13:012	Version:	1	Name:	Abandonment for a drainage easement in Rossland Hills Subdivision
Type:	Ordinance	Status:		Status:	First Reading
File created:	3/7/2013	In control:		In control:	City Council
On agenda:		Final action:			
Title:	AN ORDINANCE TO VACATE AND ABANDON 20 FOOT OF A DRAINAGE EASEMENT IN LOT 9 AND 10 OF BLOCK "E" OF PHASE II IN ROSSLAND HILLS' SUBDIVISION AND DECLARING AN EMERGENCY FOR THE PURPOSE OF PLAT RECORDING, PENDING PROPERTY TRANSFER BY THE AFFECTED PROPERTY OWNER, CRAIGHEAD COUNTY, JONESBORO, ARKANSAS.				
Sponsors:					
Indexes:	Abandonment, Public hearing				
Code sections:					
Attachments:	Petition Plats Planning Letter Engineering Letter Application Adjacent Owner Forms				

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

title
AN ORDINANCE TO VACATE AND ABANDON 20 FOOT OF A DRAINAGE EASEMENT IN LOT 9 AND 10 OF BLOCK "E" OF PHASE II IN ROSSLAND HILLS' SUBDIVISION AND DECLARING AN EMERGENCY FOR THE PURPOSE OF PLAT RECORDING, PENDING PROPERTY TRANSFER BY THE AFFECTED PROPERTY OWNER, CRAIGHEAD COUNTY, JONESBORO, ARKANSAS.

body
WHEREAS, a petition was duly filed with the City Council of the City of Jonesboro, Arkansas of the 21st day of February asking the City Council to vacate and abandon a twenty foot (20') drainage easement located along the property line adjoining lots 9 and 10, Block "E" of Phase II, Rossland Hills' Subdivision to the City of Jonesboro, Craighead County Arkansas now appearing of record in Plat Cabinet "B", Page 138 in the office of the Recorder of Craighead County, beginning at and ending at the points shown on the Abandonment Plat accompanying the Petition thereof, hereinbefore described, has heretofore been and easement has not been actually used by the public generally or the utilities for a period of at least five (5) years subsequent to the filing of the plat: that all the easement holders have filed with the council their written consent to the abandonment and that public interest and welfare will not be adversely affected by the abandonment of the easement:

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

Section 1: The City of Jonesboro, Arkansas releases, vacates, and abandons all its rights, together with the

rights of the public generally, in and to the drainage easement designated as follows:

A twenty foot (20') drainage easement located along the line of lots 9 and 10, Block "E", of Phase II, Rossland Hills Subdivision to the City of Jonesboro, Craighead County Arkansas now appearing of record in Plat "B", Page 138, in the office of the Circuit Clerk and Recorder of Craighead County.

Section 2: It is further found that due to the immediate need of the affected property owner to record the plat, an emergency is declared to exist and this ordinance being necessary for the purpose of avoiding any further delay in the transfer of property.

Section 3: A copy of the ordinance duly certified by the City Clerk shall be filed in the office of the recorder of Craighead County, Arkansas and shall be filed in the Deed Records of such office.

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

PETITION TO ABANDON

We the undersigned, being the owners of described property containing a twenty foot (20') drainage easement located in the City of Jonesboro, Arkansas, the portion involved described as follows:

A twenty foot (20') drainage easement locate along the line of Lots 9 and 10 in Block "E" of Phase II, Rossland Hills Subdivision to the City of Jonesboro, Craighead County Arkansas now appearing of record in Plat Cabinet "B" Page 138, in the office of the recorder of Craighead County.

Herewith file and present this petition to the City Council of the City of Jonesboro, Arkansas to have the twenty foot (20') drainage easement described above vacated and abandoned.

DATED this ____ day of ____, 2013

PROPERTY OWNER: Steve Mitchell

3904 Thousand Oaks Dr.

Jonesboro, Ar 72404

Steve Mitchell

Steve Mitchell

Marlan Phillips

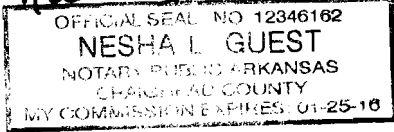
3913 Towering Oaks Dr.

Jonesboro, Ar 72404

Marlan Phillips

Marlan Phillips

Nesha L. Guest



3901
TOWERING OAKS
WILSON JAMES CARL JR

PHILLIPS
INVESTMENTS

PHILLIPS
INVESTMENTS

3913
TOWERING OAKS

318

317

316

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324 323

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332

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9

10

334-333

337

Abandoned - 20' - Drainage
Easement - With 10'-0" Each Lot

TOWERING OAKS DR

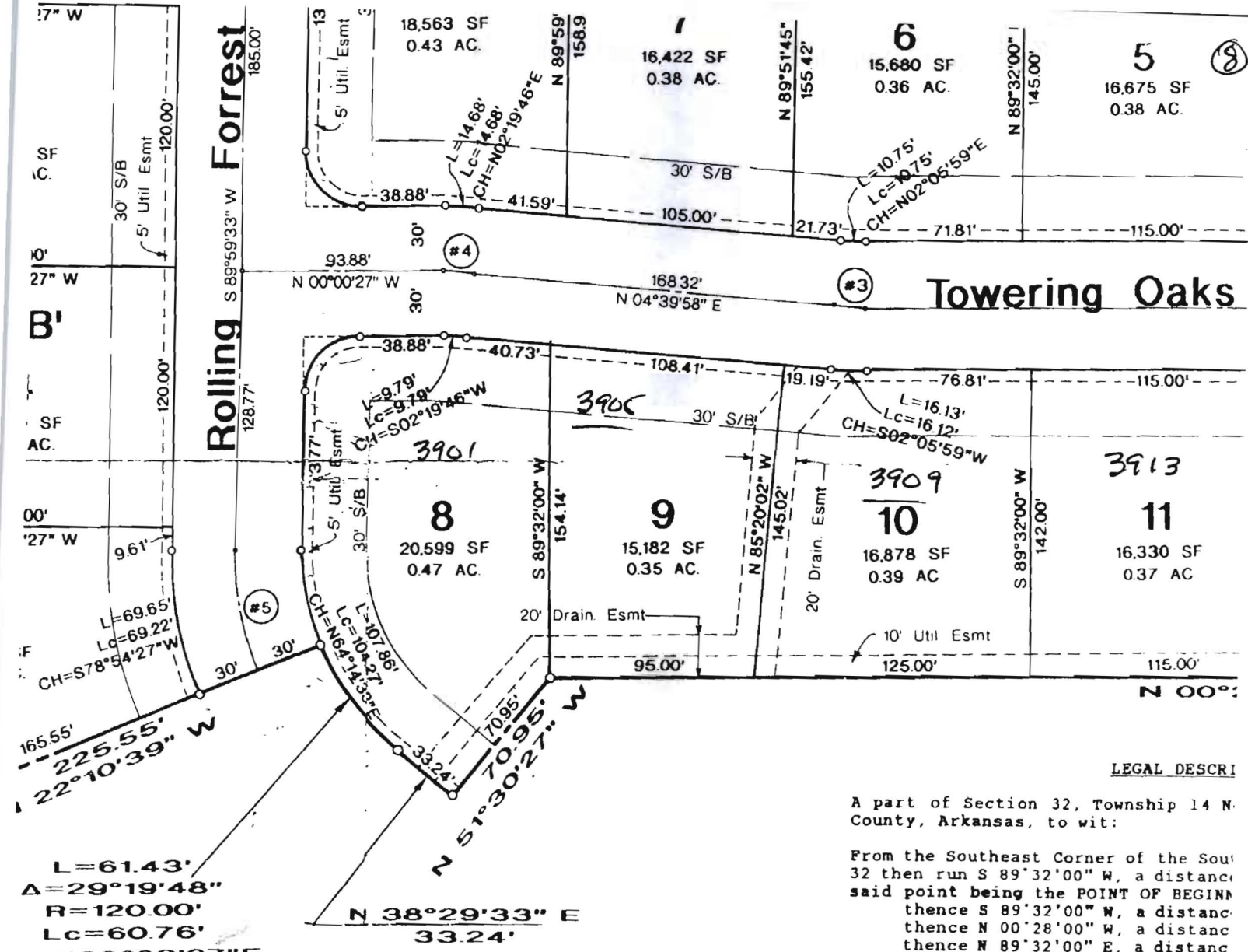
1/4" No STREET CATCHAGE

6

PS.
ENTS

904
AND OAKS
ESTMENTS, INC

908
AND OAKS



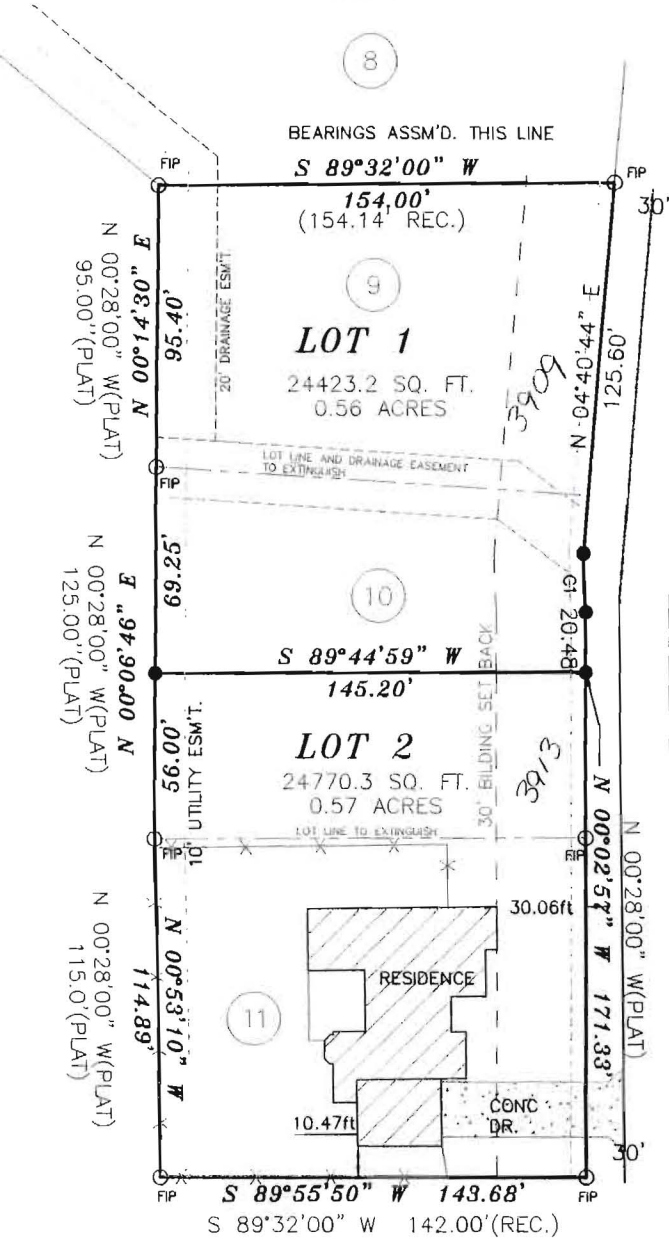
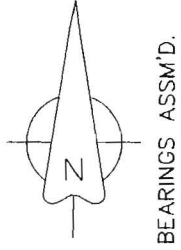
LEGAL DESCR

A part of Section 32, Township 14 N. County, Arkansas, to wit:

From the Southeast Corner of the Sou 32 then run S 89°32'00" W, a distance
said point being the POINT OF BEGINN
thence S 89°32'00" W, a distanc
thence N 00°28'00" W, a distanc
thence N 89°32'00" E, a distanc
thence N 00°28'00" W, a distanc
thence N 51°30'27" W, a distanc

This is The ORIGINAL drainage before Replat.

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD LENGTH	TANGENT
C1	06°15'05"	180.00'	19.64'	19.63'	9.83'



C/L TOWERING OAKS DRIVE

DESCRIPTION:

A REPLAT OF LOTS 9, 10, AND 11 IN BLOCK "E" OF ROSSLAND HILLS, PHASE II TO THE CITY OF JONESBORO, ARKANSAS AS SHOWN BY PLAT IN PLAT CABINET "B" AT PAGE 138 IN THE OFFICE OF CIRCUIT COURT CLERK AND EX-OFFICIO RECORDER, CRAIGHEAD COUNTY, ARKANSAS.

SURVEYORS NOTES:

- The bearings shown on this plat are assumed and are to be used to define the general direction and true angle at the intersection of property and land lines.
- Property is subject utility services and underground utility lines not located.

OWNER CERTIFICATION:

WE HEREBY CERTIFY THAT WE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT WE ADOPT THE PLAN OF THE SUBDIVISION AND DEDICATED PERPETUAL USE OF ALL STREETS AND EASEMENTS AS NOTED AND WE FURTHER CERTIFY THAT WE HAVE READ AND ACKNOWLEDGED THE FOLLOWING STATEMENT.

Marlan Phillips
MARLAN PHILLIPS

Steve Mitchell
STEVE MITCHELL

DARLENE PHILLIPS

SHIRLEY MITCHELL

LEGEND

These standard symbols will be found in the drawing.

- FOUND CORNER AS NOTED
- SET 1/2" REBAR W/ CAP
- FD COTTON PICKER SPINDLE
- ▲ HIGHWAY RIGHT OF WAY MARKER
- ⊙ FOUND REBAR
- △ CALCULATED CORNER
- FENCE LINE
- ELECTRIC
- SET PK NAIL
- POWER POLE

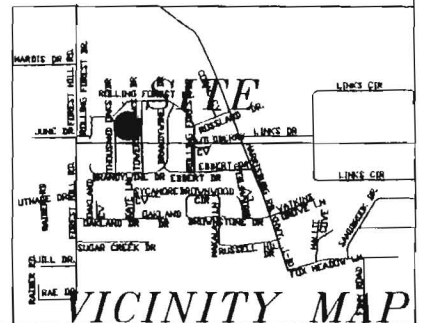
City of Jonesboro ARKANSAS	DATE <u>2/20/13</u>
	FILE # <u>RP13-06</u>
<input checked="" type="checkbox"/> FINAL APPROVAL	
<input type="checkbox"/> PRELIMINARY (NOT FOR RECORDING)	
APPROVED BY: _____	
PLANNING DEPT	_____
ENGINEERING DEPT	_____

SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY I HAVE ON THIS DATE SURVEYED THE ABOVE DESCRIBED PROPERTY IN ACCORDANCE WITH MONUMENTS FOUND AND THIS PLAT CONFORMS TO THAT SURVEYED.

H & S HIME PROFESSIONAL SURVEYING SERVICES
POB No. 353
BROOKLAND, ARKANSAS 72417

STATE CODE: 500-14N-04E-0-32-30Q-16-1142



H & S HIME PROFESSIONAL SURVEYING SERVICES
POB No. 353
BROOKLAND, ARKANSAS 72417

PHONE: 870 972 1288
FAX: 870 972 1011
E-MAIL: hshime_butch@yahoo.com

**MITCHELL - PHILLIPS
TOWERING OAKS DR.
REPLAT OF**

drawn: HH	LOTS 9, 10, & 11 IN BLOCK "E" OF ROSSLAND HILLS, PHASE II TO THE CITY JONESBORO, ARKANSAS (PLAT "B" @ PG. 138)
date: 2-05-2013	
scale: 1"=50'	client: STEVE MITCHELL MARLAN PHILLIPS



PLANNING & ZONING DEPARTMENT



307 Vine Street
Jonesboro, AR 72401
(870) 932-0406 Voice
(870) 336-3036 Fax
www.jonesboro.org

February 26, 2013

Steve Mitchell
3904 Thousand Oaks Dr.
Jonesboro, AR 72404

Re: Abandonment of a 20 ft. Drainage Easement
Lots 9 & 10, Block "E" of Phase II, Rossland Hills Sub.

Dear Mr. Mitchell,

The City of Jonesboro Planning Department has received your request to abandon a 20 ft. Drainage Easement, as described on the petition and drawing provided by you.

The Planning Department has no objection to this abandonment request and has determined that it will not cause any noncompliance with the Zoning or Subdivision Regulations.

If you require any additional information, please advise us at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Otis T. Spriggs".

Otis T. Spriggs AICP
Planning Director, City Jonesboro, AR



City of Jonesboro
Engineering Department
Huntington Building
PO Box 1845
307 Vine Street
Jonesboro, AR 72401
Phone: (870) 932-2438

February 26, 2013

Mr. Steve Mitchell
3904 Thousand Oaks Dr.
Jonesboro, AR 72404

RE: Easement Abandonment

Dear Mr. Mitchell,

The City of Jonesboro Engineering Department concurs with the abandonment a twenty foot (20') drainage easement located along the line of Lots 9 and 10 in Block "E" of Phase II, Rossland Hills Subdivision to the City of Jonesboro, Craighead County Arkansas not appearing of the record in Plat Cabinet "B" Page 138, in the office of the recorder of Craighead County.

If you have any questions or comments please feel free to contact me at the above reference number.

Sincerely,

A handwritten signature in black ink, appearing to read "Craig Light".

Craig Light, PE CFM
City Engineer



Easement / Street/ Alley Abandonment

Application Form

Please fill out this form completely, supplying all necessary information and documentation to support your request. Your application will not be placed on the City Council agenda until the application is completed and required information provided.

Property Information	Address <input type="text" value="3909 Towering Oaks Dr."/>	Project Information	Select the property type being vacated:	
	<i>Attach legal description of property to this application. May be found on warranty deed or current survey of property.</i>		<input type="checkbox"/> Alley <input type="checkbox"/> Utility Easement <input type="checkbox"/> Street or R.O.W. <input checked="" type="checkbox"/> Drainage Easement <input type="checkbox"/> Cross Access Easement	

Owner	Name <input type="text" value="STEVE MITCHELL"/>	Phone <input type="text" value="870-530.0035"/>	<input checked="" type="checkbox"/> Select if this is the primary contact
	Address <input type="text" value="3904 Thousand Oaks Dr."/>	Fax <input type="text" value="870-931-4275"/>	
	City, State, Zip <input type="text" value="Jonesboro, AR 72404"/>	E-mail <input type="text" value="Samitchell65@Suddenlink.net"/>	

Applicant / Representative	Name <input type="text" value="Same"/>	Phone <input type="text"/>	<input type="checkbox"/> Select if this is the primary contact
	Address <input type="text"/>	Fax <input type="text"/>	
	City, State, Zip <input type="text"/>	E-mail <input type="text"/>	

Applicant/Representative: I certify that the foregoing statements and answers herein made all data, information and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination or approval. I understand that the City might not approve what I am applying for, or might set conditions on approval.

✓ Steve Mitchell

Date: 1-21-13

Property Owner/Authorized Agent: I certify that I am the owner of the property that is the subject of this application and that I have read this application and consent to its filing. (If signed by the authorized agent, a letter from the property owner must be provided indicating that the agent is authorized to act on his/her behalf).

✓ Steve Mitchell

Date: 1-21-13

Note: The samples provided in this packet only to assist proponents in preparing the required documents. Proponents should satisfy themselves as to the legal sufficiency for their specific use in accordance with Arkansas State Code, Section 14-301 which regulates the abandonment of public easements and rights of ways.

Date Application Submitted	Date Approved by City Engineer	Date Approved by City Planner
Date Accepted as Complete	Legistar File No.:	Abandonment Type:

ADJACENT PROPERTY OWNER NOTIFICATION FORM

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

Date 1-21-2013

Address of Vacation 3909 - Towering Oaks Dr.

Adjacent Property Address 3901 Towering Oaks Dr

Lot 8 Block "E" Subdivision Rossland Hills Sub

Requested Vacation:

I have been notified of the petition to vacate the following: 20' drainage Easement
described as follows:

Legal Description:

A twenty foot (20') drainage easement located along the Property line of lot 9 and a 10, Block "E" of Phase II, Rossland Hills Suddivision, Craighead County Arkansas now appearing of record in plat Cabinet "B", Page 138 In the office of the Recorder of Craighead County,

**Attach exhibit and/or vicinity map of what is being vacated.*

ADJACENT PROPERTY OWNERS COMMENTS:

- I do not object to the requested vacation(s) described above.
- I do object to the requested vacation(s) described above because:

Signature of Adjacent Property Owner

(5)a

ADJACENT PROPERTY OWNER NOTIFICATION FORM

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

Date 1-21-2013

Address of Vacation 3909 - Towering Oaks Dr.

Adjacent Property Address 3904 Thousand Oaks Dr.

Lot 6+7 Block "E" Subdivision Rossland Hills Sub.

Requested Vacation:

I have been notified of the petition to vacate the following: 20' drainage Easement
described as follows:

Legal Description:

A twenty foot (20') drainage easement located along the Property line of lot 9 and a 10, Block "E" of Phase II, Rossland Hills Suddivision, Craighead County Arkansas now appearing of record in plat Cabinet "B", Page 138 In the office of the Recorder of Craighead County,

*Attach exhibit and/or vicinity map of what is being vacated.

ADJACENT PROPERTY OWNERS COMMENTS:

I do not object to the requested vacation(s) described above.

I do object to the requested vacation(s) described above because:

Steve Mitchell
Signature of Adjacent Property Owner

Note: This sample is provided only to assist proponents in preparing the required documents. Proponents should satisfy themselves as to the legal sufficiency for their specific use in accordance with Arkansas State Code, Section 14-301 which regulates the abandonment of public easements and rights of ways.

ADJACENT PROPERTY OWNER NOTIFICATION FORM

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

Date 1-21-2013

Address of Vacation 3909 Towering Oaks Dr.

Adjacent Property Address 3913 Towering Oaks Dr

Lot 11 Block "E" Subdivision Rossland Hills Sub.

Requested Vacation:

I have been notified of the petition to vacate the following: 20' drainage Easement
described as follows:

Legal Description:

A twenty foot (20') drainage easement located along the Property line of lot 9 and a 10, Block "E" of Phase II, Rossland Hills Suddivision, Craighead County Arkansas now appearing of record in plat Cabinet "B", Page 138 In the office of the Recorder of Craighead County,

*Attach exhibit and/or vicinity map of what is being vacated.

ADJACENT PROPERTY OWNERS COMMENTS:

- I do not object to the requested vacation(s) described above.
- I do object to the requested vacation(s) described above because:

Marlan Phillips
Signature of Adjacent Property Owner

Note: This sample is provided only to assist proponents in preparing the required documents. Proponents should satisfy themselves as to the legal sufficiency for their specific use in accordance with Arkansas State Code, Section 14-301 which regulates the abandonment of public easements and rights of ways.



Legislation Details (With Text)

File #:	ORD-13:007	Version:	1	Name:	Rezoning by K&G Properties
Type:	Ordinance	Status:		Status:	Third Reading
File created:	2/14/2013	In control:		In control:	City Council
On agenda:		Final action:			
Title:	AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM C-3 TO PD-R FOR PROPERTY LOCATED ON THE SOUTH SIDE OF MACEDONIA ROAD, EAST SIDE OF HIGHWAY 351 AS REQUESTED BY K&G PROPERTIES				
Sponsors:					
Indexes:	Rezoning				
Code sections:					
Attachments:	Plat MAPC Report Letter from Sage Meadows Association Agreement with Sage Meadows Board Opposition letter and plat Newspaper article from opposition Opposition petition and plat Signed petition				

Date	Ver.	Action By	Action	Result
3/5/2013	1	City Council		
2/19/2013	1	City Council	Held at one reading	

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: Commercial, C-3
TO: Planned Development - Residential, PD-R

THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

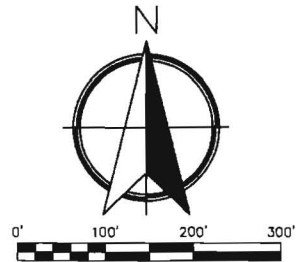
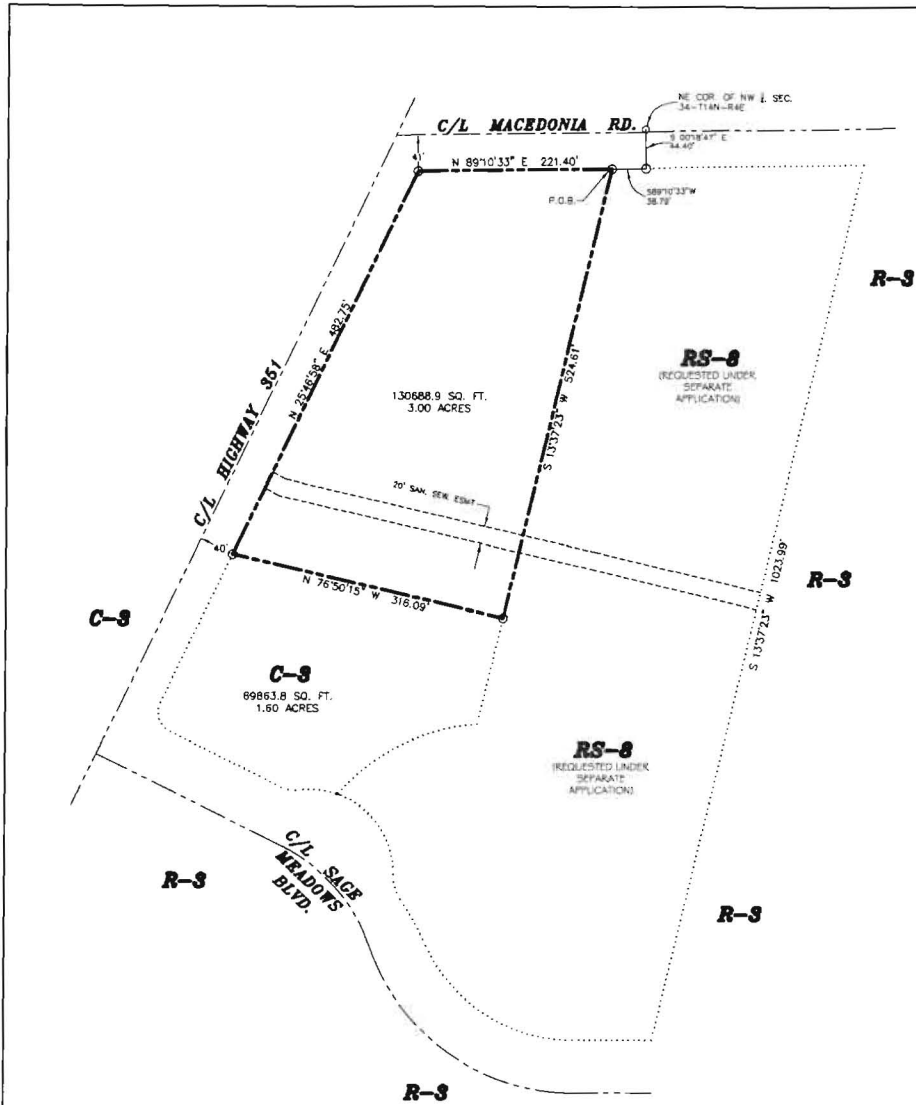
A part of the Northeast Quarter of the Northwest Quarter of Section 34, Township 15 North, Range 4 East, and also being a part of the Village at Sage Meadows Phase 1-E (never developed) in Craighead County, Arkansas

being more particularly described as follows:

From the Northeast corner of the Northwest Quarter of said Section 34,
Run S00°18'47"E a distance of 44.40 ft. to a point on the South right of way line of Macedonia Road;
Thence S89°10'33"W along said South right of way line a distance of 38.79 ft. to the POINT OF
BEGINNING;
Thence leaving said right of way line,
Run S13°37'23"W a distance of 524.61 ft. to a point;
Thence N76°50'15"W a distance of 316.09 ft. to a point on the Easterly right of way line of Highway 351;
Thence N25°46'58"E along said Easterly right of way line a distance of 482.75 ft. to a point on aforesaid South
right of way line of Macedonia Road;
Thence N89°10'33"E along said South right of way line a distance of 221.40 ft. to the POINT OF
BEGINNING, containing 3.00 acres.

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

- 1) Proposed development shall satisfy all requirements of the City Engineer and current Stormwater Drainage Design Manual.
- 2) Preliminary and final subdivision plans shall be approved by the MAPC prior to development.
- 3) Applicant shall comply with Master Street Plan for Macedonia Road and Highway 351 rights-of-way.
- 4) The use of this district shall be limited to detached single family units.
- 5) Twenty percent of the development shall be used as common open space.



LEGAL DESCRIPTION

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

From the Northeast corner of the Northwest Quarter of said Section 34,
 Run S00°18'47\"/>

CERTIFICATE OF SURVEY

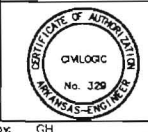
To all parties interested in Title to these premises: I hereby certify that I have prior to this day made a survey of the above described property as shown on the Plat of Survey hereon. The property lines and corner monuments, to the best of my knowledge and ability, are correctly established; the improvements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

EXISTING ZONING: C-3
REQUESTED ZONING: PD-R, 16 RESIDENTIAL
UNITS PER ACRE.

- NOTES**
- 1) THIS SURVEY AND PLAT ARE THE PROPERTY OF THE SURVEYOR AND ARE INTENDED FOR THE SOLE USE AND BENEFIT OF THE SURVEYOR & CLIENT.
 - 2) BEARINGS BASED ON GPS OBSERVATION.
 - 3) THE CLOSEST PRECEDENT OF THE PLAT IS IN EXCESS OF 1' IN 150,000'
 - 4) THE RESEARCH COMPLETED FOR THIS SURVEY INCLUDES LEGAL DESCRIPTION PROVIDED AND OUR OWN RESEARCH AT THE COURTHOUSE.
 - 5) ALL PINS SET ARE "X" PINS, UNLESS NOTED OTHERWISE.
 - 6) OWNER: K & G PROPERTIES, LLC
 - 7) FLOOD PLAIN: THIS TRACT DOES NOT LIE WITHIN THE 100-YR FLOOD PLAIN FOR FLOOD INSURANCE RATE MAP OF CRAIGHEAD CO., ARK. AND UNINCORPORATED AREAS. COMMUNITY PANEL NO. 050300042 C, DATED 08/27/97. THIS TRACT DOES LIE WITHIN A ZONE "X" FLOOD PLAIN, PER THE MAP REFERENCED ABOVE.

REVISED 2-5-13: ADDITIONAL PROPERTY ADDED.

ENGINEERS		PLANNERS		SURVEYORS	
Civilogic					
203 Southwest Dr., Jonesboro, AR (870) 932-7880 - www.civilogic.net					
REZONING PLAT FT. SAGE MEADOWS JONESBORO, ARKANSAS FOR K & G PROPERTIES, LLC					
Date	Scale	Job No.	Sheet		
01-09-13	1"=100'	112146	1 of 1		
Section	Township	Range	County		
34	15N	04E	CRAIGHEAD		
ONLY COPIES WITH HOLLY COLOURED SIGNATURE ARE VALID CIVILOGIC COPIES					
© 2013, Civilogic Drawn By: RE Checked by: GH					





City of Jonesboro City Council
Staff Report – RZ 13-02: K&G Properties – Planned District
Huntington Building - 900 W. Monroe
For Consideration by the Council on February 19, 2013

REQUEST: To consider a rezoning of a parcel of land containing 3.0 acres more or less.

PURPOSE: A request to consider a recommendation to Council for a rezoning from C-3 General Commercial to a Planned Development District, “PD-R” District, for single family detached landminium units.

**APPLICANT/
OWNER:** K and G Properties, LLC, 6161 Castleton Cove, Olive Branch, MS 38654

LOCATION: South Side of Macedonia Road, East Side of Highway 351; located north of the entrance way to Sage Meadows Subdivision/Sage Meadows Boulevard.

SITE DESCRIPTION: **Tract Size:** Approx. 130,688.9 S.F. – 3.00 Acres
Frontage: Total of 221.40’ along Macedonia Road, 482.75’ along Highway 351
Topography: The site has topographic relief, and drains generally to the west, toward Highway 351. There is existing grassy vegetation on the majority of the site.
Existing Development: The site is currently vacant.

SURROUNDING CONDITIONS:	<u>ZONE</u>	<u>LAND USE</u>
North:	R-1	Sparse single family development (Outside City Limits)
South:	C-3	Industrial Use
East:	C-3	(RS-8 requested)
West:	R-1, R-3	Highway 351, and unincorporated Craighead County – currently appears to be primarily agricultural uses.

HISTORY:

On February 9, 2000, The Metropolitan Area Planning Commission ("MAPC") approved a Planned Unit Development overlay on the property (PUD 99-02).

No development of the PUD had occurred, nor have there been any building permits issued, in the eight (8) years since the final plan for the PUD was approved on or about February 9, 2000, and no extensions have been granted.

The MAPC recommended that said PUD approval be revoked and the lands revert to the original C-3 commercial use classification. JG Properties, LLC, joined in the recommendation of the MAPC and requested that the City Council repeal and revoke the previous approval of the PUD.

City Council, under Ordinance 08:057 reverted the property back to C-3 General Commercial.

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 Medium Density Residential. While the Land Use Plan recommends this site for future uses as single family, recent rezoning/reverting of the subject property to C-3 General Commercial prompts further study of the adopted Land Use Map.

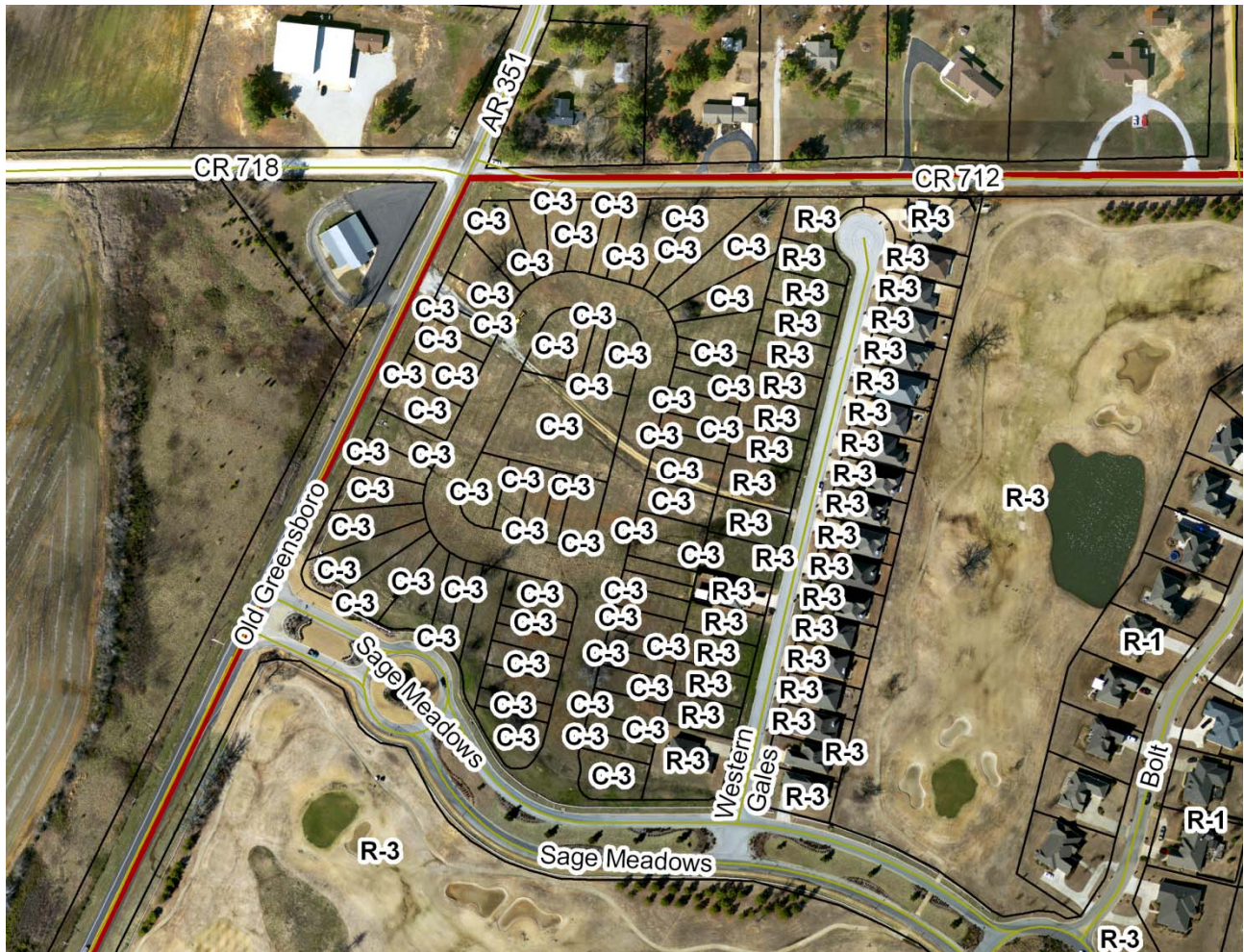
This petition for rezoning is currently consistent with the Land Use Plan.

Approval Criteria Checklist- 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 list. Staff has reviewed each and offers explanations and findings as listed in the rezoning checklist below:

Criteria	Consistent (Yes or No)	Explanation
(a) Consistency of the proposal with the Comprehensive Plan	Yes- Land Use Comp. Plan Adoption Pending	See Land Use Section Above.
(b) Consistency of the proposal with the purpose of the zoning ordinance.	No plan proposed at this time. Consistent with immediate housing to the direct east (Western Gales Dr.).	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area;	No plan proposed at this time. Consistent with immediate housing to the direct east (Western Gales Dr.).	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;	Yes it is suitable for single family residential.	
(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;	No detriment.	

<p>(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</p>	<p>Property has never been developed. Originally rezoned for multi-family under a PUD that expired; then later reverted back to C-3.</p>	
<p>(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.</p>	<p>Applicant states no major impacts. Access management should be coordinated.</p>	



Vicinity/Zoning Map

MAPC RECORD OF PROCEEDINGS: Public Hearing held February 12, 2013

Applicant:

Mr. Kessinger, Member of K and G Properties, LLC, presented the case before the MAPC, noting that this request is located on the NW corner of Macedonia and Hwy. 351 on three (3) acres. The request is to rezone to a Planned District (PD-R) Residential District. This approach is what makes sense the most. You cannot build large homes on this tract. Condominiums will be located just off of Hwy. 351 with one access that will split off to the C-3 General Commercial tract.

Mr. Kessinger noted that his company builds these condominiums all over the mid-south area in Mississippi.

Staff:

Mr. Spriggs gave staff comments and a summary of the Staff Report. Noting the history of the case: City Council, under Ordinance 08:057 reverted the property back to C-3 General Commercial. He also noted that the original PUD was approved for attached condominiums originally. The applicant wants to develop the property with a private drive access and also construct stand alone/self-contained single family structures. Mr. Kessinger concurred.

The definition of *Landominiums* was explained as built in other parts of the country (as defined in the Staff Report).

The MPO, Director reviewed the proposal and stated no opposition, but suggested an outlet on Macedonia with possible connection to Western Gales Drive, with the one connection to Sage Meadows Blvd. No other objections were submitted by other departments or agencies. The conditions were read.

The subject site is served by Macedonia Road (Principal/major Arterial); and Hwy. 351 (Minor Arterial) on the Master Street Plan. The proposed right-of-way is noted as 60 ft. from the center line of Sage meadows Blvd. and 40 ft. from Hwy. 351. Principal Arterials require a 120 ft.; and, Minor Arterials require a 100 ft. right-of-way, by which the proposed is less in both instances.

Public Input:

No other input received. The submitted letter from the P.O.A. was recognized.

Commission Action:

Motion as made by Mr. Scurlock, to approve the zoning request subject to Staff conditions and make recommendation to City Council for approval; Motion was seconded by Mr. Kelton. Motion carried with the following vote:

Mr. Scurlock- Aye; Mr. Tomlinson- Aye; Ms. Elmore- Aye; Mr. Hoelscher- Aye; Mr. Kelton- Aye; Mr. Rees- Aye; Ms. Nix- Aye. Absent: Mr. Dover. 7-0 in favor.

Findings:

Master Street Plan/Transportation

The subject site is served by Macedonia Road (Principal/major Arterial); and Hwy. 351 (Minor Arterial) on the Master Street Plan. The proposed right-of-way is noted as 60 ft. from the center line of Sage meadows Blvd. and 40 ft. from Hwy. 351. Principal Arterials require a 120 ft.; and, Minor Arterials require a 100 ft. right-of-way, by which the proposed is less in both instances.

Zoning Code Compliance Review:

The applicant is requesting that 16 units per acre be approved. The applicant is marketing “landominium” style detached single family units for the subject 3 acre tract of land.

Definition of “Landominium”

A type of residential property in which the owner owns both the home and the land on which the home is built. The home is a part of a community, like a condominium, where the landscaping, maintenance and other services are provided by a homeowners' association. Although the City of Jonesboro Code of Ordinances do not define the term, it is used in other parts of the country. The style of home will closely replicate the homes directly east on Western Gales Dr. of which the lots were reduced in size do to R-3 Zoning District regulations, and the setbacks being reduced to 5 ft. in the side yard. Most *Landominium* lots have zero-lot-line restrictions.

The application lacks details of a proposed layout. This is needed to verify that requirements such as the 20% common open space required for planned developments with all residential dwelling units is adhered to. Other details such as storm water detention or retention and private street layout should be demonstrated by the applicant.

Department/Agency	Reports/ Comments	Comments
Engineering	No objection	Right of Way Dedications
Streets/Sanitation	No objection	No comments to date
Police	No objection	No comments to date
Fire Department	No objection	No comments to date
MPO	No Opposition	Suggested an outlet on Macedonia with possible connection to Western Gales Drive, with the one connection to Sage Meadows Blvd.
Utility Companies	No comments	No comments to date

Conclusion:

The MAPC and the Planning Department Staff find that the requested Zone Change submitted by K and G Properties, LLC should be evaluated based on the above observations and criteria, of Case RZ 13-02 noted above, a request to rezone property from “C-3” General Commercial District to “PD-R”, 16 Units per acre. As noted in the record of proceedings, this case is recommended to Council for approval based on 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 a preliminary and final site development plan be submitted and reviewed by the MAPC prior to any future redevelopment of the proposed site as required by Planned District Developments.
3. The applicant agrees to comply with the Master Street Plan recommendations for the Macedonia Rd. & Hwy. 351 right-of-ways.
4. The use of this district shall be limited to detached single family units.
5. The applicant shall provide 20% common open space for the PD-R District.

Respectfully Submitted for Council Consideration,



Otis T. Spriggs, AICP
Planning & Zoning Director

Site Photographs



View looking West of Site



View looking North from Church Entrance at intersection of Macedonia & Hwy #351



View looking North from Church Entrance at intersection of Macedonia & Hwy #351 (Site on Right)



View looking south along Hwy. 351 Site on left



View looking east at site from Hwy. 351



View looking east at site from Hwy. 351



View looking west from Western Gales Dr. (Site in background)



View looking Northwest from Gales Dr. (Site in background)



View looking north on Western Gales Dr.



View looking west on Sage Meadows Blvd. towards main entrance



View looking west on Sage Meadows Blvd. towards main entrance



View looking Northeast towards Sage Meadows main entrance (Site in Background)



View looking North along HWY 351 frontage at the Sage Meadows main entrance (Site in Background)



February 10, 2013

Otis Spriggs, City Planner
City of Jonesboro
900 West Monroe
Jonesboro, AR 72403

Dear Mr. Spriggs,

The Sage Meadows POA Board of Directors has met with Mr. Kevin Kessinger with K & G Properties, LLC on multiple occasions, to discuss his future plans for development of the property located just to the north of the Sage Meadows entrance that is currently zoned commercial. Our understanding of the rezoning request and future plans are outlined below;

1. The western most approx. one half of the property is to be rezoned RS-8, which only allows for single family dwelling very close in size to the home already located along Western Gales of our subdivision. We also understand that there will be access to Sage Meadow Blvd and Macedonia Road.
2. Approx 3 acres of the remaining eastern half of the property is to be rezoned RM-16, which allows for condominiums. We understand that access to this section will be restricted to St. Hwy 351.
3. The remaining approx. 1.6 acres will remain C-3.

Based on our understanding of the rezoning request and the future plans, we do not oppose the request. We feel that allowing access to Sage Meadow Blvd by the single family homes and restricting access for the condos to St. Hwy 351, would be the best reasonable solution to traffic in the neighborhood. While we have seen a proposed plat showing the access to Sage Meadow Blvd connecting at the round-about near our entrance, we would request that the city engineers look at the traffic situation very closely and recommend the best possible place for that connection. We are open to access at the round-about or having the new street come straight out and hit Sage Meadows Blvd.

Sincerely,

Sage Meadow POA Board

AGREEMENT BETWEEN
SAGE MEADOWS PROPERTY OWNERS ASSOC. BOARD

AND

K & G PROPERTIES, LLC.

This Agreement is made and entered into this date, by and between K & G Properties, LLC and the Sage Meadows Property Owners Association Board.

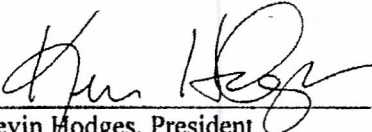
WHEREAS, the Sage Meadows Property Owners Association Board and K & G Properties, LLC wants the property described in Exhibit A & B to be a part of the Sage Meadows Development and fall under the Sage Meadows Development Covenants & Restrictions.

While the Sage Meadows Property Owners Association Board agrees to not oppose the egress/ingress to Sage Meadows Blvd, the Association Board would like for the street connection to Sage Meadows Blvd be at the spot recommended by the City of Jonesboro as the best spot possible to prevent traffic issues.

K & G Properties, LLC agrees to not remove or allow the property described in Exhibits A & B to be removed from the Sage Meadows Development, between the time the property is rezoned and the time it is platted, provided access is granted to Sage Meadows Blvd.

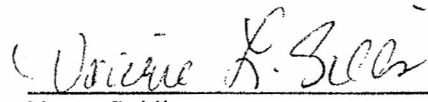
WHEREAS, The parties hereto agree that each party has reviewed and negotiated this Agreement and further agrees to be fully bound by and subject to the same. The parties further agree that performance of the obligations created under this Agreement may be enforced by a court of law by any remedy available, including but not limited to specific performance of the terms and conditions herein.

SAGE MEADOWS PROPERTY OWNERS ASSOCIATION, INC.

By: 
Kevin Hodges, President

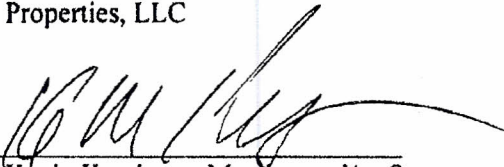
Subscribed and sworn to before me by Kevin Hodges on this 11th day of February, 2013.



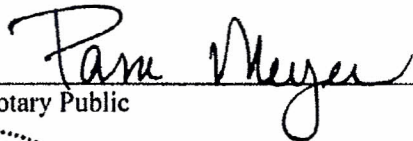

Notary Public

My Commission Expires:

K & G Properties, LLC

By: 
Kevin Kessinger, Member and/or Owner

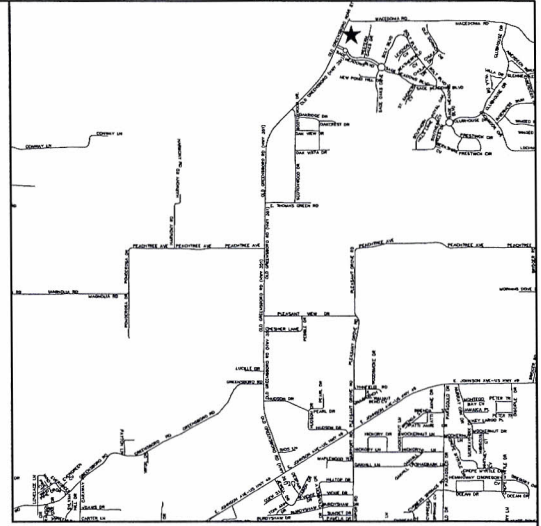
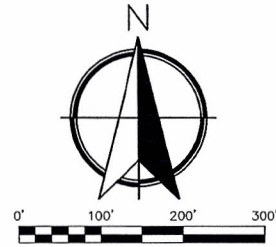
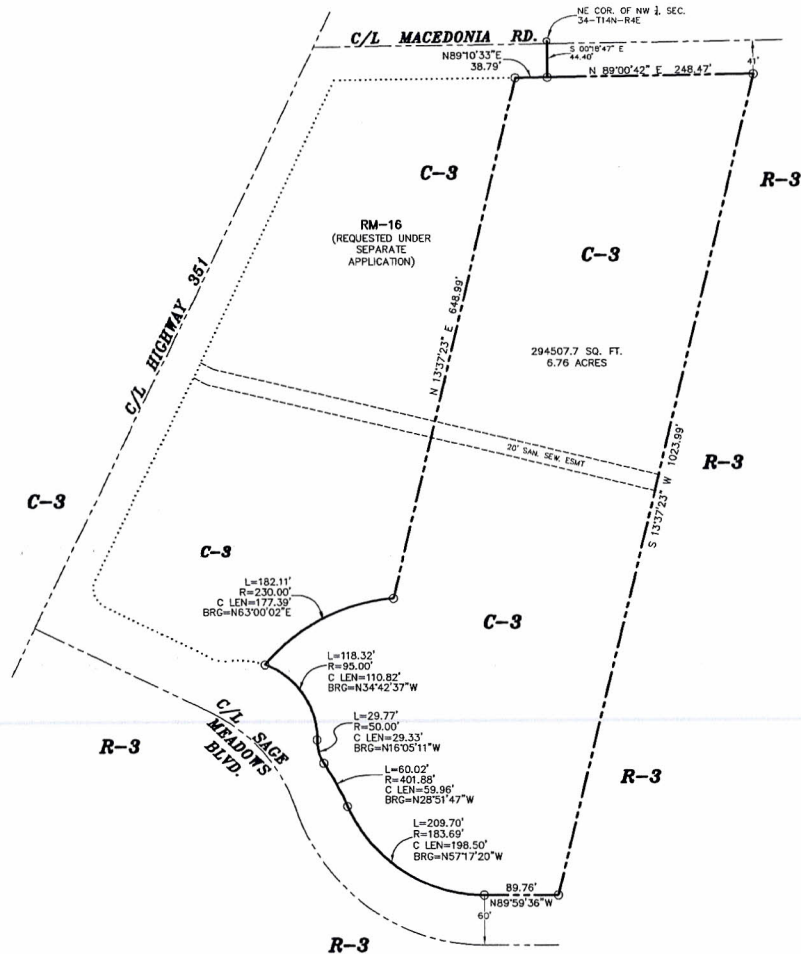
Subscribed and sworn to before me by Kevin Kessinger on this 1st day of February, 2013.


Notary Public

My Commission Expires:

9/8/2013





LEGAL DESCRIPTION:

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

From the Northeast corner of the Northwest Quarter of said Section 34, Run S00°18'47"E a distance of 44.40 ft. to a point on the South right of way line of Macedonia Road and the POINT OF BEGINNING;

Thence N89°00'42"E along said South right of way line a distance of 248.47 ft. to a point;

Thence leaving said right of way line, Run S13°37'23"W a distance of 1023.99 ft. to a point on the Northerly right of way line of Sage Meadows Boulevard;

Thence run along said Northerly right of way line as follows:

N89°59'36"W a distance of 89.76 ft. to a point,

Then run along a curve to the right, said curve having a radius of 183.69 ft., an arc of 209.70 ft., a chord length of 198.50 ft. and a chord bearing of N57°17'20"W to a point,

Then run along a curve to the left, said curve having a radius of 401.88 ft., an arc of 60.02 ft., a chord length of 59.96 ft. and a chord bearing of N28°51'47"W to a point,

Then run along a curve to the right, said curve having a radius of 50.00 ft., an arc of 29.77 ft., a chord length of 29.33 ft. and a chord bearing of N16°05'11"W to a point,

Then run along a curve to the left, said curve having a radius of 95.00 ft., an arc of 118.32 ft., a chord length of 110.82 ft. and a chord bearing of N34°42'37"W to a point;

Thence leaving said Northerly right of way line of Sage Meadows Boulevard;

Run along a curve to the right, said curve having a radius of 230.00 ft., an arc of 182.11 ft., a chord length of 177.39 ft. and a chord bearing of N63°00'02"E to a point;

Thence N13°37'23"E a distance of 648.99 ft. to a point on aforesaid South right of way line of Macedonia Road;

Thence N89°10'33"E along said South right of way line a distance of 38.79 ft. to the POINT OF BEGINNING, containing 6.76 acres.

CERTIFICATE OF SURVEY:

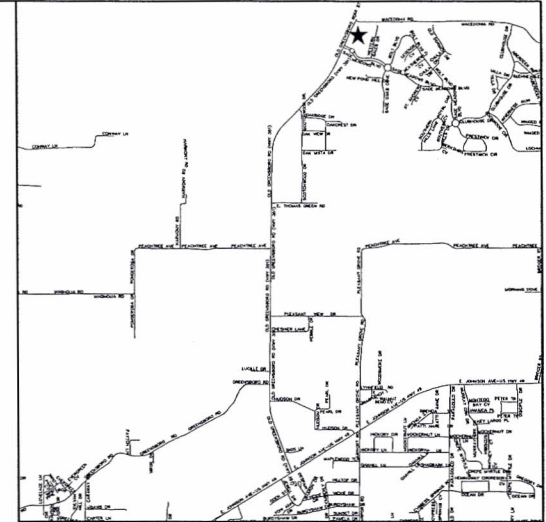
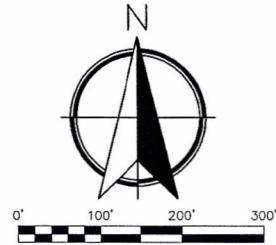
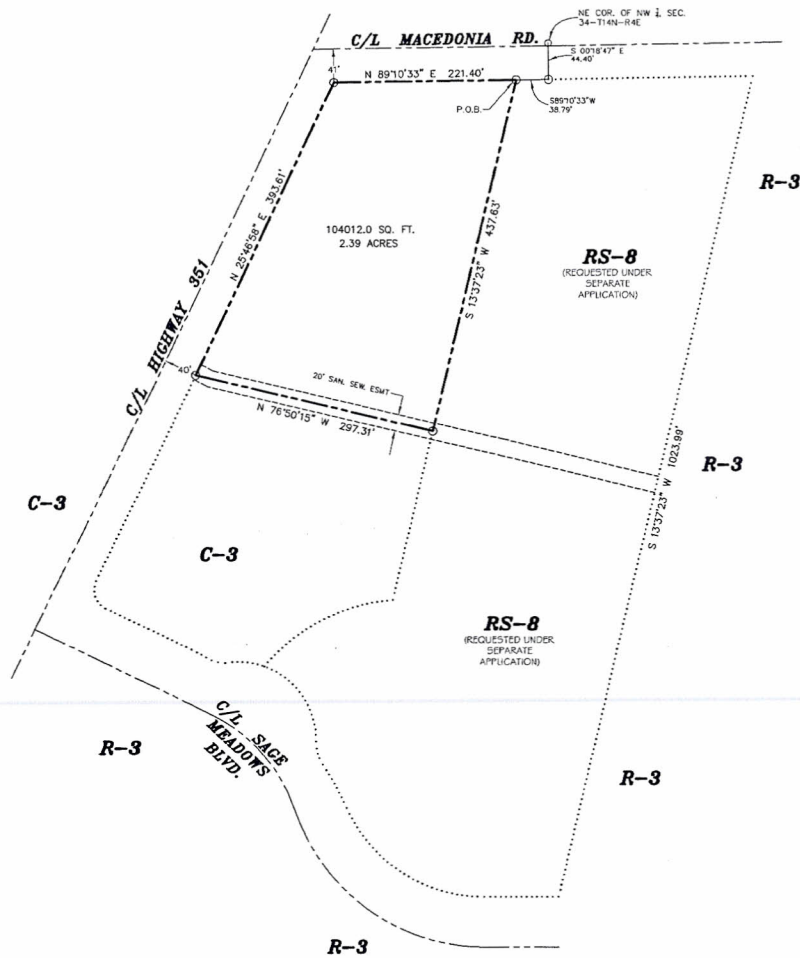
To all parties interested in Title to these premises: I hereby certify that I have prior to this day made a survey of the above described property as shown on the Plat of Survey hereon. The property lines and corner monuments, to the best of my knowledge and ability, are correctly established; the improvements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

**EXISTING C-3 ZONING
REQUESTED RS-8 ZONING**

- NOTES
- 1) THIS SURVEY AND PLAT ARE THE PROPERTY OF THE SURVEYOR AND ARE INTENDED FOR THE SOLE USE AND BENEFIT OF THE SURVEYOR & CLIENT.
 - 2) REARINGS BASED ON GPS OBSERVATION.
 - 3) THE CLOSURE PRECISION OF THE PLAT IS IN EXCESS OF 1" IN 500,000.
 - 4) THE RESEARCH COMPLETED FOR THIS SURVEY INCLUDES LEGAL DESCRIPTION PROMISES AND OUR OWN RESEARCH AT THE COURTHOUSE.
 - 5) ALL PINS SET ARE 2" REBAR, UNLESS NOTED OTHERWISE.
 - 6) OWNER: K & G PROPERTIES, LLC
 - 7) FLOOD PLAIN: THIS TRACT DOES NOT LIE WITHIN THE 100-YR FLOOD PLAN PER FLOOD INSURANCE RATE MAP OF CRAIGHEAD CO., ARK. AND INCORPORATED AREAS. COUNTY FINDER NO. 000000000 C. DATED 06/07/04. THIS TRACT DOES LIE WITHIN A ZONE "X" FLOOD PLAN, PER THE MAP REFERENCED ABOVE.

ENGINEERS		PLANNERS		SURVEYORS	
Civilogic					
203 Southwest Dr., Jonesboro, AR--(870)932-7880--www.civilogic.net					
REZONING PLAT PT. SAGE MEADOWS JONESBORO, ARKANSAS FOR K & G PROPERTIES, LLC					
Date	Scale	Job No.	Sheet		
01-09-13	1"=100'	112146	1 of 1		
Section	Township	Range	County		
34	15N	04E	CRAIGHEAD		
ONLY COPIES WITH VIOLET COLORED SIGNATURE ARE VALID CIVILOGIC COPIES					
© 2013, Civilogic		Drawn By: RE	Checked by: GH		

Exhibit B



LEGAL DESCRIPTION:

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

From the Northeast corner of the Northwest Quarter of said Section 34,
 Run S00°18'47"E a distance of 44.40 ft. to a point on the South right of way line of Macedonia Road;
 Thence S89°10'33"W along said South right of way line a distance of 38.79 ft. to the POINT OF BEGINNING;
 Thence leaving said right of way line,
 Run S13°37'23"W a distance of 437.63 ft. to a point;
 Thence N76°50'15"W a distance of 297.31 ft. to a point on the Easterly right of way line of Highway 351;
 Thence N25°46'58"E along said Easterly right of way line a distance of 393.61 ft. to a point on aforesaid South right of way line of Macedonia Road;
 Thence N89°10'33"E along said South right of way line a distance of 221.40 ft. to the POINT OF BEGINNING, containing 2.39 acres.

CERTIFICATE OF SURVEY:

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

NOTES:

- 1) THIS SURVEY AND PLAT ARE THE PROPERTY OF THE SURVEYOR AND ARE INTENDED FOR THE SOLE 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 150,000'.
- 4) THE RESEARCH COMPLETED FOR THIS SURVEY INCLUDES LEGAL DESCRIPTION PROMISES AND OUR OWN RESEARCH AT THE COURTHOUSE.
- 5) ALL PINS SET ARE 2" REBAR, UNLESS NOTED OTHERWISE.
- 6) OWNER: K & G PROPERTIES, LLC.
- 7) FLOOD PLAIN: THIS TRACT DOES NOT LIE WITHIN THE 100-YR FLOOD PLAIN PER FLOOD INSURANCE RATE MAP OF CRAIGHEAD CO., ARK. AND INCORPORATED AREAS. COUNTY PANEL NO. 050300002 C. DATED 06/27/14. THIS TRACT DOES LIE WITHIN A ZONE "X" FLOOD PLAIN, PER THE MAP REFERENCED ABOVE.

**EXISTING C-3 ZONING
 REQUESTED RM-16 ZONING**

ENGINEERS		PLANNERS		SURVEYORS	
Civilogic					
203 Southwest Dr., Jonesboro, AR - (870) 932-7880 - www.civilogic.net					
REZONING PLAT PT. SAGE MEADOWS JONESBORO, ARKANSAS FOR K & G PROPERTIES, LLC					
Date	Scale	Job No.	Sheet		
01-09-13	1"=100'	112146	No.		
Section	Township	Range	County	1 of 1	
34	15N	04E	CRAIGHEAD		
ONLY COPIES WITH VIOLET COLORED SIGNATURE ARE VALID CIVILOGIC COPIES					
© 2013, Civilogic		Drawn By:	RE	Checked by:	GH

RE: Rezoning Lot C-1 of Sage Meadows Phase 1-D

Mayor Perrin & Members of the Jonesboro City Council:

We would appreciate K&G Properties having to abide by and develop the entrance to their development as explained in the attached article in the Jonesboro Sun, May 14, 2008. There should not be an access road provided at the Circle Fountain to Sage Meadows Boulevard. We feel the entrance onto Sage Meadows Boulevard should be as shown in the plat for The Village at Sage Meadows Phase 1-E (see attached map). At the time the article was written there were several hundred homes served by that single entrance into Sage Meadows while today that community has grown to over 500 homes with Sage Meadows Boulevard serving as the only entrance.

Allowing access to Sage Meadows Boulevard from the north at the Circle Fountain with additional traffic would be a dangerous and unwelcome plan. Traffic is difficult during July 4th activities, holiday celebrations, golf tournaments, the semi-annual yard sales, and other such events causing major disruptions to our neighborhood. And on a daily basis, in particular, from 7-8:30 in the mornings the traffic seeking to enter the highway is often backed up 15-20 cars deep often all the way to the Bolt Boulevard roundabout. Allowing still more traffic access to Sage Meadows Boulevard at the Circle Fountain roughly 5 car-lengths from the highway would certainly be very dangerous and cause major headaches.

Please keep the entrance to Sage Meadows as it has always been – a circle fountain -- where people can take photos, stop to make cell calls, or to simple get assistance or directions to where they are going.

At the least, a platted development plan should be submitted before approval.

Thank you,

Concerned citizens of Sage Meadows (Please call Sue Winstead with any questions or concerns @ 870-933-6715 or Gil Fowler @ 870-935-6846)

LINE TABLE		
LINE	LENGTH	BEARING
L1	17.77	N72°12'27" W
L2	1.80	S12°12'27" E

CURVE TABLE						
CURVE	LENGTH	RADIUS	LENGTH TANGENT	CHORD	BEARING	NO. 14
C1	5.27	25.00	5.27	8.15	0° 00'	0.17
C2	22.56	25.00	22.56	34.74	22° 30'	0.54
C3	22.50	25.00	22.50	34.59	22° 30'	0.54
C4	48.81	50.00	48.81	74.38	45° 00'	1.17
C5	13.18	50.00	13.18	20.13	11° 15'	0.30
C6	22.78	50.00	22.78	35.35	22° 30'	0.54
C7	47.12	50.00	47.12	71.00	45° 00'	1.17
C8	47.12	50.00	47.12	71.00	45° 00'	1.17
C9	80.74	100.00	80.74	125.73	70° 00'	2.24
C10	114.17	100.00	114.17	175.00	70° 00'	3.24
C11	6.14	100.00	6.14	9.27	11° 15'	0.13
C12	26.88	100.00	26.88	40.83	22° 30'	0.54
C13	24.97	100.00	24.97	37.42	22° 30'	0.50
C14	23.08	100.00	23.08	34.61	22° 30'	0.47
C15	14.77	100.00	14.77	22.15	11° 15'	0.26
C16	26.41	100.00	26.41	39.61	22° 30'	0.53
C17	26.40	100.00	26.40	39.60	22° 30'	0.53
C18	37.86	100.00	37.86	56.79	35° 00'	0.74
C19	37.86	100.00	37.86	56.79	35° 00'	0.74
C20	70.00	100.00	70.00	106.10	70° 00'	1.41
C21	36.87	100.00	36.87	55.64	35° 00'	0.69
C22	34.18	100.00	34.18	51.27	35° 00'	0.64
C23	23.08	100.00	23.08	34.61	22° 30'	0.47
C24	22.00	100.00	22.00	33.14	22° 30'	0.45
C25	50.79	100.00	50.79	76.18	35° 00'	1.06
C26	26.00	100.00	26.00	39.00	22° 30'	0.51
C27	11.88	100.00	11.88	17.80	11° 15'	0.23
C28	13.66	100.00	13.66	20.49	11° 15'	0.26
C29	26.00	100.00	26.00	39.00	22° 30'	0.51
C30	26.00	100.00	26.00	39.00	22° 30'	0.51
C31	24.97	100.00	24.97	37.42	22° 30'	0.50
C32	24.97	100.00	24.97	37.42	22° 30'	0.50
C33	24.13	100.00	24.13	36.28	22° 30'	0.48
C34	44.81	100.00	44.81	67.18	35° 00'	0.86
C35	18.43	100.00	18.43	27.72	11° 15'	0.34
C36	37.86	100.00	37.86	56.79	35° 00'	0.74
C37	37.86	100.00	37.86	56.79	35° 00'	0.74
C38	40.00	100.00	40.00	60.00	35° 00'	0.78
C39	26.41	100.00	26.41	39.61	22° 30'	0.53
C40	48.81	100.00	48.81	74.38	45° 00'	1.17
C41	12.82	100.00	12.82	19.38	11° 15'	0.25
C42	11.82	100.00	11.82	17.80	11° 15'	0.23
C43	11.82	100.00	11.82	17.80	11° 15'	0.23

LOT AREA CHART					
LOT NO.	SF	ACRES	LOT NO.	SF	ACRES
1	4,800	0.11	11	4,800	0.11
2	4,800	0.11	12	4,800	0.11
3	4,800	0.11	13	4,800	0.11
4	4,800	0.11	14	4,800	0.11
5	4,800	0.11	15	4,800	0.11
6	4,800	0.11	16	4,800	0.11
7	4,800	0.11	17	4,800	0.11
8	4,800	0.11	18	4,800	0.11
9	4,800	0.11	19	4,800	0.11
10	4,800	0.11	20	4,800	0.11
21	4,800	0.11	31	4,800	0.11
22	4,800	0.11	32	4,800	0.11
23	4,800	0.11	33	4,800	0.11
24	4,800	0.11	34	4,800	0.11
25	4,800	0.11	35	4,800	0.11
26	4,800	0.11	36	4,800	0.11
27	4,800	0.11	37	4,800	0.11
28	4,800	0.11	38	4,800	0.11
29	4,800	0.11	39	4,800	0.11
30	4,800	0.11	40	4,800	0.11
31	4,800	0.11	41	4,800	0.11
32	4,800	0.11	42	4,800	0.11
33	4,800	0.11	43	4,800	0.11
34	4,800	0.11	44	4,800	0.11
35	4,800	0.11	45	4,800	0.11
36	4,800	0.11	46	4,800	0.11
37	4,800	0.11	47	4,800	0.11
38	4,800	0.11	48	4,800	0.11
39	4,800	0.11	49	4,800	0.11
40	4,800	0.11	50	4,800	0.11
41	4,800	0.11	51	4,800	0.11
42	4,800	0.11	52	4,800	0.11
43	4,800	0.11	53	4,800	0.11
44	4,800	0.11	54	4,800	0.11
45	4,800	0.11	55	4,800	0.11
46	4,800	0.11	56	4,800	0.11
47	4,800	0.11	57	4,800	0.11
48	4,800	0.11	58	4,800	0.11
49	4,800	0.11	59	4,800	0.11
50	4,800	0.11	60	4,800	0.11
51	4,800	0.11	61	4,800	0.11
52	4,800	0.11	62	4,800	0.11
53	4,800	0.11	63	4,800	0.11
54	4,800	0.11	64	4,800	0.11
55	4,800	0.11	65	4,800	0.11
56	4,800	0.11	66	4,800	0.11
57	4,800	0.11	67	4,800	0.11
58	4,800	0.11	68	4,800	0.11
59	4,800	0.11	69	4,800	0.11
60	4,800	0.11	70	4,800	0.11
61	4,800	0.11	71	4,800	0.11
62	4,800	0.11	72	4,800	0.11
63	4,800	0.11	73	4,800	0.11
64	4,800	0.11	74	4,800	0.11
65	4,800	0.11	75	4,800	0.11
66	4,800	0.11	76	4,800	0.11
67	4,800	0.11	77	4,800	0.11
68	4,800	0.11	78	4,800	0.11
69	4,800	0.11	79	4,800	0.11
70	4,800	0.11	80	4,800	0.11
71	4,800	0.11	81	4,800	0.11
72	4,800	0.11	82	4,800	0.11
73	4,800	0.11	83	4,800	0.11
74	4,800	0.11	84	4,800	0.11
75	4,800	0.11	85	4,800	0.11
76	4,800	0.11	86	4,800	0.11
77	4,800	0.11	87	4,800	0.11
78	4,800	0.11	88	4,800	0.11
79	4,800	0.11	89	4,800	0.11
80	4,800	0.11	90	4,800	0.11
81	4,800	0.11	91	4,800	0.11
82	4,800	0.11	92	4,800	0.11
83	4,800	0.11	93	4,800	0.11
84	4,800	0.11	94	4,800	0.11
85	4,800	0.11	95	4,800	0.11
86	4,800	0.11	96	4,800	0.11
87	4,800	0.11	97	4,800	0.11
88	4,800	0.11	98	4,800	0.11
89	4,800	0.11	99	4,800	0.11
90	4,800	0.11	100	4,800	0.11

LEGAL DESCRIPTION
 Part of the North half of Section 34, T15N, R4E, City of Jonesboro, Craighead County, Arkansas, being more particularly described as follows:

Commencing at the northeast corner of the northwest quarter of said Section 34; thence S 00° 31' 20" E, 41.00 feet to a point on the south right of way line of Woodville Road and the point of beginning; thence N 80° 35' 46" E, 248.47 feet to a point; thence S 14° 12' 27" W, 1023.88 feet to a point on the north right of way line of Sage Meadows Boulevard; thence N 89° 25' 18" W, 85.78 feet to a point on a curve; thence northwesterly with a curve to the right having a radius of 183.85 feet and a curve length of 206.70 feet to a point on a curve; thence southwesterly with a curve to the left having a radius of 401.88 feet and a curve length of 58.88 feet to a point on a curve; thence northwesterly with a curve to the right having a radius of 50.00 feet and a curve length of 28.88 feet to a point on a curve; thence northwesterly with a curve to the left having a radius of 85.00 feet and a curve length of 158.31 feet to a point on a curve; thence northwesterly with a curve to the right having a radius of 50.00 feet and a curve length of 28.88 feet to a point on a curve; thence southwesterly with a curve to the left having a radius of 401.88 feet and a curve length of 24.14 feet to a point; thence N 83° 37' 58" W, 113.64 feet to a point on a curve; thence northwesterly with a curve to the right having a radius of 25.00 feet and a curve length of 39.27 feet to a point on the east right of way line of Highway 351; thence N 20° 22' 02" E, 873.83 feet to a point; thence N 89° 45' 44" E, 280.19 feet to the point of beginning proper and containing 11.437 acres.

OWNER'S CERTIFICATION
 I HEREBY CERTIFY THAT I AM THE OWNER OF PROPERTY AS SHOWN ON THIS MAP AND THAT THE PLANS OF SUBDIVISION AND EASEMENTS ARE CORRECT AND ACCURATE AND THAT THE PERPETUAL USE OF ALL STREETS AND EASEMENTS AS NOTED.

SAGE MEADOWS DEVELOPMENT, INC.
 [Signature]
 [Signature]

GRAPHIC SCALE
 1 inch = 80 ft.
 [Signature]
 12-21-91

REGISTERED PROFESSIONAL LAND SURVEYOR
 11/24/91
FINAL PLAT
THE VILLAGE AT SAGE MEADOWS PHASE 1-E
 JONESBORO, ARKANSAS
 OCTOBER, 1999
 TOTAL AREA: 11.437 ACRES
 TOTAL LOTS: 84
 FISHER & ARNOLD, INC.
 1000 N. GUYTON, JONESBORO, ARKANSAS 72403
 (501) 766-1811

6-1-2000

FP099-2

Planners reject subdivision near Sage Meadows

BY KEITH INMAN
SUN STAFF WRITER

JONESBORO — Plans for a proposed new subdivision adjacent to Sage Meadows were rejected Tuesday by the Metropolitan Area Planning Commission.

It was a complicated proposition in that Kevin Kessinger, owner of JG Properties, was seeking final plan review for Soleil at Sage Meadows. The 65-lot subdivision on 11.63 acres, had originally been approved as a planned unit development (PUD) known as The Village at Sage Meadows in 1999.

Nothing had been done with the property until Kessinger purchased it recently. Kessinger sought what he considered minor revisions to the original plan.

City Planner Otis Spriggs said developers normally have two years to begin construction after a PUD is approved. However, he said the commission had the option to extend that period.

Brian Umberson, a resident of Sage Meadows, said a lot has changed in the area

since 1999. When the PUD was approved, Sage Meadows had only 65 homes, Umberson said. Now there are almost 400 houses there, he said.

Traffic problems

The plan to enter Soleil from Sage Meadows Boulevard would further complicate the traffic problems Sage Meadows residents have in entering Old Greensboro Road (Arkansas 351), Umberson said.

Umberson and others also said Kessinger should have met with Sage Meadows residents before bringing the plan to the commission. Kessinger said he attempted to contact the Sage Meadows Property Owners Association but never got a reply.

Commissioners said a second entrance to Soleil was needed.

The original PUD called for a second entrance into Sage Meadows by way of Western Gales Cove. Since then, that street was abandoned, and a house was constructed on it, blocking access to the new

subdivision, Spriggs said.

Kessinger said a suggested entrance from Macedonia Road wasn't feasible because it would force him to reduce the lot sizes for the rest of the development.

Spriggs said the revised plans also don't show provisions for privacy fencing along Arkansas 351 or sidewalks, as approved in 1999.

Option to withdraw rejected

Commissioners gave Kessinger the option to withdraw his proposal in order to meet with neighboring residents, but Kessinger said he would prefer a decision be made immediately so that he would have a better understanding of his options.

Then commissioners tried to figure out their own options.

City Attorney Phillip Crego said the commission could vote to recommend that the City Council revoke the original PUD. The property would then revert to its former zoning of C-3 General Commercial. Commissioner Ken Collins said neither side

would like the potential ramifications of that decision.

Collins eventually made a motion to approve of the plans but with stipulations that Kessinger would have to meet with property owners to develop a compromise, a second entrance from Macedonia Road would have to be included, the entrance off of Sage Meadows Boulevard would have to be moved back to the original location and the developer would have to satisfy engineering concerns regarding a road inside the subdivision.

The motion was approved 6-1. Stan Clink of Memphis, Kessinger's engineer, said they would be unable to develop the property under those conditions.

Another rejection

Also rejected Tuesday was a proposal by Ted Troutman to rezone approximately 0.87 acres located at 709 North Caraway Road from R-1 Residential to RS-7 Residential.

Troutman sought the rezoning because R-1 requires a 60-foot-wide lot, while

the property is only 59 feet wide.

Several neighboring residents voiced their objections to the proposal because Troutman already has rental houses in the neighborhood that they believe are a detriment.

The commission voted 7-0 to recommend that the City Council deny rezoning. Troutman has a right to appeal the decision.

Commissioners also voted 7-0 to recommend approval of the proposed annexation of 159 acres located behind 6106 Southwest Drive.

The property, owned by Paulette Quinn, is located between Wimpy Lane and Hendrix Road.

The highway frontage is zoned industrial and is headquarters for Quinn Aviation.

Bobby Gibson, Quinn's attorney, said the family plans to relocate the airstrip farther away from the city if the property can be sold for residential development.

The commission also approved the following requests:

- Jim Abel for preliminary and final approval of plans for Brookstone Subdivision, Phase II, containing 16 lots on 3.85 acres;

- Jim Bryant for conditional use to locate a double-wide mobile home at 2017 Magnolia Road; and

- Burrow-Halsey Holdings to rezone approximately 5.96 acres located on Parker Road between Wood Street and Paula Drive from R-2 Residential to C-3 Commercial. Commissioner Jerry Halsey Jr., a principal in Burrow-Halsey Holdings, did not participate in the vote.

A request for site plan review for Jonesboro Cycle and ATV, to be located on 1.3 acres at 2206 Stadium Blvd., was withdrawn prior to the meeting.

Commissioner Marvin Day presided over the meeting in the absence of chairman Ken Beadles.

New commissioner Paul Hoelscher was attending his first meeting. Hoelscher replaced George Krennerich on the commission.

~~Signature~~
Signatures
145

We, the undersigned residents of Sage Meadows, would like for the newly proposed street to run parallel to Western Gales. With the entrance onto Sage Meadows Blvd at the same location as the Village Meadow Loop entrance that was proposed in the plat for The Village At Sage Meadows Phase 1-E. This would be far enough from the front circle as to not impede traffic entering and exiting the subdivision.

- 1 Mary C. Woodridge 4217 Sage Meadows Blvd.
- 2 Rebecca Elliott 4201 Lochmoor Circle
- 3 Susan Shelton 4300 Sage Meadows
- 4 Brenda Becker 4400 Lochmoor Cir
- 5 Connie Munnis 4016 Legends Lane
- 6 ~~Janet~~ Mary Furgerson 3501 Bolt Blvd
- 7 James T. Woodridge 4217 Sage Meadows Blvd.
- 8 Sue Winstead 4949 Winged Foot Lane
- 9 Ray Hunsley 5008 Winged Foot Lane
- 10 Bryan Hunsley 5008 Winged Foot Lane
- 11 Mary Elms 4701 Lochmoor Cir.
- 12 Ray Elms 4701 Lochmoor Cir.
- 13 Bryan Tucker 4705 Lochmoor Cir
- 14 Irish Tucker 4705 Lochmoor Cir.
- 15 James C. Winstead 4949 Winged Foot Lane
- 16 Paul Elms 4205 SAGE MEADOWS BLVD
- 17 Gloria Johansen " " "

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- 36 Paix Nobs 5000 Wind Foot
- 37 MaH Nobs 5000 Wind Foot
- 38 Greg Williamson ~~28~~ 4524 Lochmoor Cir
- 39 Sammy Williamson 4524 Lochmoor Cir
- 40 Hannah Williamson 4524 Lochmoor Cir
- 41 J G Hogg 4524 Lochmoor Circle
- 42 ~~XXXXXXXXXXXXXXXXXXXX~~ 4445 Lochmoor
- 43 Ann Lynn Morgan 4432 LOCHMOOR CIRCLE
- 44 Barbara Johns 4428 " "
- 45 ~~XXXXXXXXXXXXXXXXXXXX~~ 4428 Lochmoor Circle
- 46 Dorothy Jewell 4420 Lochmoor Circle
- 47 Sarah Speer 4412 Lochmoor Cir
- 48 Danna Bailey 4404 Lochmoor Circle
- 49 Jim Buckley 4400 Lochmoor Cir
- 50 Kimberly 4413 Lochmoor Cir
- 51 Shirley Pelkey 4413 Lochmoor Cir
- 52 Held Malone 4421 Lochmoor Cir

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53. April Stachurski 4429 Lochmoor Circle
- 54 Ed Hill 4433 LOCHMOOR CIRCLE
- 55 Gill Nelson 4433 Lochmoor Cr.
- 56 Judy Brooks 4916 Inverness Run
- 57 Kristin Beerman 4921 Inverness Run Dr
- 58 Jimmy Bowman 5056 Aberdeen Rd.
- 59 Alan Bowman 5056 Aberdeen Rd.
- 60 Lauren Martin 5052 Aberdeen Rd.
- 61 Jeremy Martin 5052 Aberdeen Rd.
- 62 John 5032 Aberdeen Rd.
- 63 Kass Mellow 5032 Aberdeed Rd.
- 64 Marby Buh 5028 Aberdeen Rd.
- 65 Jennifer Pledge 5037 Aberdeen Rd
- 66 Ray Bell 4604 Lochmoor Circle
- 67 Lisa Erwin 4609 Lochmoor Circle
- 68 Jodd Elliott 4941 Winged Foot Ln
- 69 Yolanda Elliott 4941 Winged Foot Lane

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- 70 Wm Gaston 4908 Winged Foot Ln.
- 71 Bruce Gaston 4908 Winged Foot Ln.
- 72 Walter Parker 3361 Winged Foot Circle
- 73 Lisa Hatcher 4821 Winged Foot Lane
- 74 Clay Desper 4801 Winged Foot Lane
- 75 Bob 4806 Winged Foot Lane
- 76 Pam Barr 4712 Winged Foot Ln
- 77 Scott Barr 4712 Winged Foot Ln.
- 78 Dwight Barr 4709 Winged Foot Ln
- 79 Eric Lassiter 4721 Winged Foot Ln
- 80 MAC Franks 4725 Winged Foot Lane
- 81 K. R. 5080 ABERDEEN RD
- 82 Richardson 5080 Aberdeen Rd
- 83 Walt Fray 4628 Lochmoor Cir.
- 84 Ann Jewell 4628 Lochmoor Cir.
- 85 Clidwyn Miller 4625 Lochmoor Cir Jonesboro AR 72401
- 86 *Amanda & Bradley Weathers 4617 Lochmoor
- 87 *Bradley Weathers 4617 Lochmoor

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- 88 Allen Crain 4620 Lochmoor Jonesboro AK 92401
- 89 Al Crain 4620 Lochmoor Jonesboro AK 92401
- 90 Chris Blase 4612 Lochmoor Cr.
- 91 Billy Burnea Maurino 4532 Lochmoor Cr.
- 92 Richard Maurino 4532 Lochmoor Cr.
- 93 Gary K. Kidd 4512 Lochmoor Cr.
- 94 Luisy Kidd 4512 Lochmoor Cir
- 95 JMK 4508 Lochmoor Cir
- 96 Van Dye 4513 Lochmoor Cr.
- 97 Bill 4237 Winged Foot
- 98 Robert H. Fuller 4508 Inverness Run Dr.
- 99 Anthony D. Hesse 4508 Inverness Run Dr.
- 100 Whitney 3421 Belt Blvd
-
-
-
-

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- 1 Alan Torneyay 3929 NEW DONNICK
- 2 Jane Torneyay " " "
- 3 Joni Stotts 4216 SAGE MEADOWS BLVD
- 4 Rynette Stotts " " "
- 5 Amy Weegan 4201 " "
- 6 Ron Miller 3500 Bolt Blvd
- 7 Billy E Miller 3400 Old Donnick.
- 8 Ron Miller 3400 Old Donnick
- 9 Glenda Dobson 4109 Sage Meadows
- 10 Bob Dobson 4109 Sage Meadows
- 11 Alan Weegan 4201 SAGE MEADOWS
- 12 Billy W. Doatcher 3540 Western Gales
- 13 Kerry A. Doatcher 3540 Western Gales
- 14 Dwayne Dand 4021 Legends Cove
- 15 Donna Loomis 3578 Western Gales
- 16 Cindy Loomis 3578 Western Gales

We, the undersigned residents of Sage Meadows, would like for the newly proposed street to run parallel to Western Gales. With the entrance onto Sage Meadows Blvd at the same location as the Village Meadow Loop entrance that was proposed in the plat for The Village At Sage Meadows Phase 1-E. This would be far enough from the front circle as to not impede traffic entering and exiting the subdivision.

- 1 Gary & Chambers 3928 New Pond Hill Dr.
- 2 Judy Nichols 3924 New Pond Hill Dr.
- 3 Robert Nichols 3924 New Pond Hill Drive
- 4 Suzanne Hackney 3917 New Pond Hill Dr.
- 5 Robert Hackney 3917 New Pond Hill Dr.
- 6 Ryan Dwyer 3909 New Pond Hill Dr.
- 7 [Signature] 3909 New Pond Hill
- 8 Julie Webb 3905 New Pond Hill
- 9 Beak Webb 3905 New Pond Hill
- 10 Mary & Wiles 3-137 New Pond Hill
- 11 Larry & Wiles " "
- 12 Karen Ancona 3933 New Pond Hill
- 13 Jo Anne Ancona " " " "

We, the undersigned residents of Sage Meadows, would like for the newly proposed street to run parallel to Western Gales. With the entrance onto Sage Meadows Blvd at the same location as the Village Meadow Loop entrance that was proposed in the plat for The Village At Sage Meadows Phase 1-E. This would be far enough from the front circle as to not impede traffic entering and exiting the subdivision.

- 1 Louis Brander 3411 Bolt Blvd
 - 2 Karen Chambers 3928 New Pond Hill Dr.
 - 3 Dignie Wage 4304 Sage Meadows Blvd.
 - 4 Lickie Huckaby 4501 Lockman Circle
 - 5 Charlie Higgins 3613 Bolt Blvd
 - 6 Mary Higgins 11 11 11
 - 7 Bonnie Caples 3513 BOLT BLVD
 - 8 Martha Martin 3517 Bolt Blvd
 - 9 Carolyn Fowler 3609 Bolt Blvd.
 - 10 Jel Green 3609 Bolt Blvd
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Legislation Details (With Text)

File #:	ORD-13:008	Version:	1	Name:	Rezoning by K&G Properties
Type:	Ordinance	Status:		Status:	Third Reading
File created:	2/14/2013	In control:		In control:	City Council
On agenda:		Final action:			
Title:	AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM C-3 TO RS-8 FOR PROPERTY LOCATED ON THE SOUTH SIDE OF MACEDONIA ROAD, EAST SIDE OF HIGHWAY 351 AS REQUESTED BY K&G PROPERTIES				
Sponsors:					
Indexes:	Rezoning				
Code sections:					
Attachments:	Plat MAPC Report Lot layout Letter from Sage Meadows Association Agreement with Sage Meadows Board Opposition letter and plat Newspaper article from opposition Opposition petition and plat Signed petition				

Date	Ver.	Action By	Action	Result
3/5/2013	1	City Council		
2/19/2013	1	City Council	Held at one reading	

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: Commercial, C-3
TO: Residential, RS-8

THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

A part of the North half of Section 34, Township 15 North, Range 4 East, and also being a part of the Village at

Sage Meadows Phase 1-E (never developed) in Craighead County, Arkansas being more particularly described as follows:

From the Northeast corner of the Northwest Quarter of said Section 34,
Run $S00^{\circ}18'47''E$ a distance of 44.40 ft. to a point on the South right of way line of Macedonia Road and the POINT OF BEGINNING:

Thence $N89^{\circ}00'42''E$ along said South right of way line a distance of 248.47 ft. to a point;

Thence leaving said right of way line,

Run $S13^{\circ}37'23''W$ a distance of 1023.99 ft. to a point on the Northerly right of way line of Sage Meadows Boulevard;

Thence run along said Northerly right of way line as follows:

$N89^{\circ}59'36''W$ a distance of 89.76 ft. to a point,

Then run along a curve to the right, said curve having a radius of 183.69 ft, an arc of 209.70 ft., a chord length of 198.50 ft. and a chord bearing of $N57^{\circ}17'20''W$ to a point,

Then run along a curve to the left, said curve having a radius of 401.88 ft., an arc of 60.02 ft., a chord length of 59.96 ft. and a chord bearing of $N28^{\circ}51'47''W$ to a point,

Then run along a curve to the right, said curve having a radius of 50.00 ft., an arc of 29.77 ft., a chord length of 29.33 ft. and a chord bearing of $N16^{\circ}05'11''W$ to a point,

Then run along a curve to the left, said curve having a radius of 95.00 ft., an arc of 118.32 ft., a chord length of 110.82 ft. and a chord bearing of $N34^{\circ}42'37''W$ to a point;

Thence leaving said Northerly right of way line of Sage Meadows Boulevard;

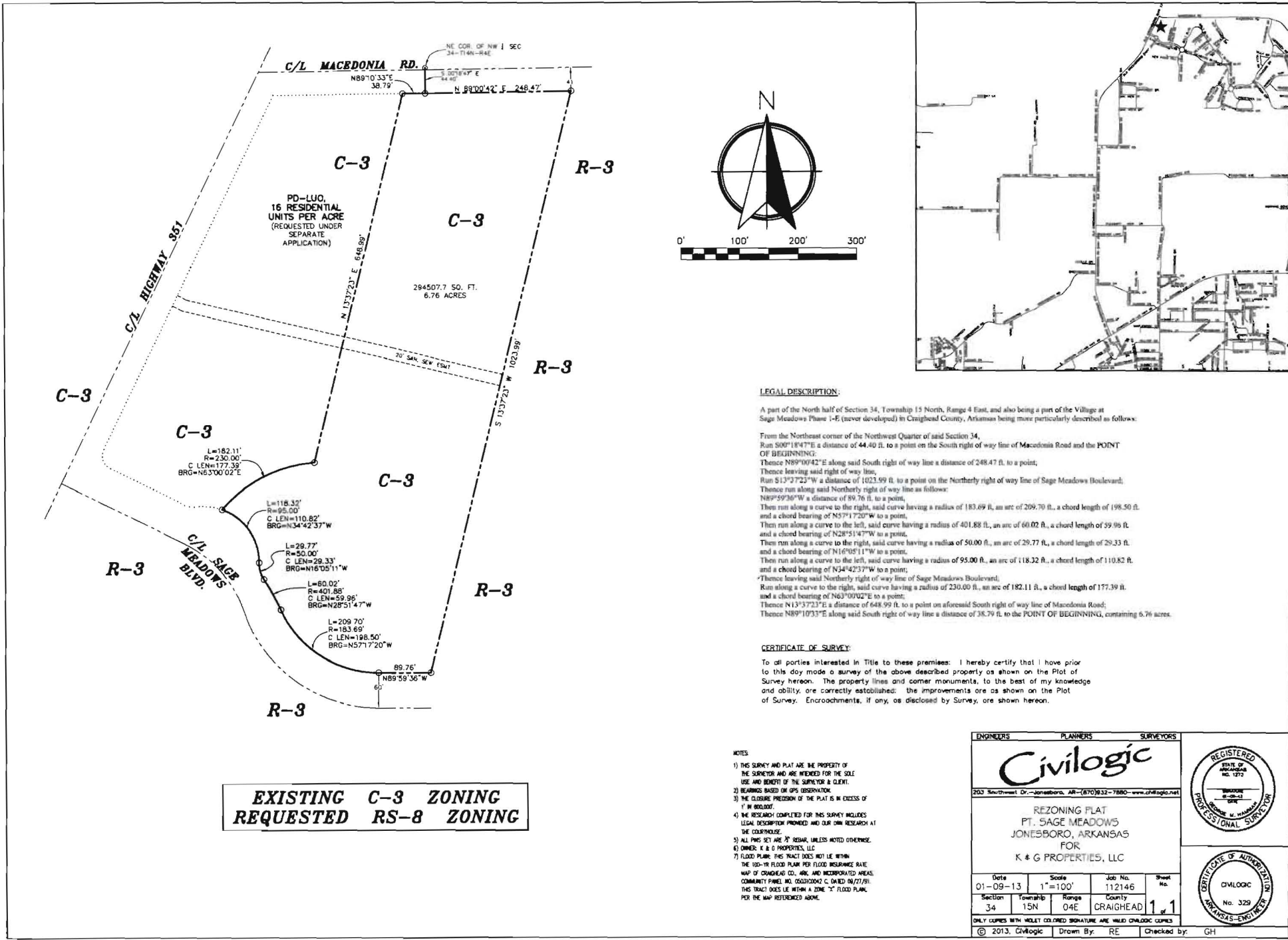
Run along a curve to the right, said curve having a radius of 230.00 ft., an arc of 182.11 ft., a chord length of 177.39 ft. and a chord bearing of $N63^{\circ}00'02''E$ to a point;

Thence $N13^{\circ}37'23''E$ a distance of 648.99 ft. to a point on aforesaid South right of way line of Macedonia Road;

Thence $N89^{\circ}10'33''E$ along said South right of way line a distance of 38.79 ft. to the POINT OF BEGINNING, containing 6.76 acres.

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

- 1) Proposed development shall satisfy all requirements of the City Engineer and current Stormwater Drainage Design Manual.
- 2) Preliminary and final subdivision plans shall be approved by the MAPC prior to development.
- 3) Applicant shall comply with Master Street Plan for Macedonia Road right-of-way.



**EXISTING C-3 ZONING
REQUESTED RS-8 ZONING**

LEGAL DESCRIPTION:

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

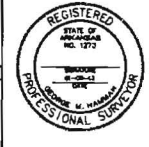
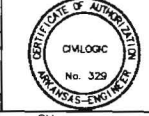
From the Northeast corner of the Northwest Quarter of said Section 34,
 Run S00°18'47"E a distance of 44.40 ft. to a point on the South right of way line of Macedonia Road and the POINT OF BEGINNING;
 Thence N89°00'42"E along said South right of way line a distance of 248.47 ft. to a point;
 Thence leaving said right of way line,
 Run S13°27'23"W a distance of 1023.99 ft. to a point on the Northerly right of way line of Sage Meadows Boulevard;
 Thence run along said Northerly right of way line as follows:
 N49°59'26"W a distance of 89.76 ft. to a point;
 Then run along a curve to the right, said curve having a radius of 183.69 ft., an arc of 209.70 ft., a chord length of 198.50 ft. and a chord bearing of N57°17'20"W to a point;
 Then run along a curve to the left, said curve having a radius of 401.88 ft., an arc of 60.02 ft., a chord length of 59.96 ft. and a chord bearing of N28°51'47"W to a point;
 Then run along a curve to the right, said curve having a radius of 50.00 ft., an arc of 29.77 ft., a chord length of 29.33 ft. and a chord bearing of N16°05'11"W to a point;
 Then run along a curve to the left, said curve having a radius of 95.00 ft., an arc of 118.32 ft., a chord length of 110.82 ft. and a chord bearing of N34°42'37"W to a point;
 Thence leaving said Northerly right of way line of Sage Meadows Boulevard,
 Run along a curve to the right, said curve having a radius of 230.00 ft., an arc of 182.11 ft., a chord length of 177.39 ft. and a chord bearing of N63°00'02"E to a point;
 Thence N13°37'23"E a distance of 648.99 ft. to a point on aforesaid South right of way line of Macedonia Road;
 Thence N89°10'33"E along said South right of way line a distance of 38.79 ft. to the POINT OF BEGINNING, containing 6.76 acres.

CERTIFICATE OF SURVEY:

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

- NOTES
- 1) THIS SURVEY AND PLAT ARE THE PROPERTY OF THE SURVEYOR AND ARE INTENDED FOR THE SOLE 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 100,000.
 - 4) THE RESEARCH COMPLETED FOR THIS SURVEY INCLUDES LEGAL DESCRIPTION PROVIDED AND OUR OWN RESEARCH AT THE COURTHOUSE.
 - 5) ALL THIS SET ARE "AS SHOWN" UNLESS NOTED OTHERWISE.
 - 6) OWNER: E & G PROPERTIES, LLC
 - 7) FLOOD PLAIN: THIS TRACT DOES NOT LIE WITHIN THE 100-YR FLOOD PLAIN PER FLOOD INSURANCE RATE MAP OF CRAIGHEAD CO., ARK. AND INCORPORATED AREAS; COMMUNITY FLOOD INS. (554320000) C. DATED 08/27/15. THIS TRACT DOES LIE WITHIN A ZONE "C" FLOOD PLAIN PER THE MAP REFERENCED ABOVE.

ENGINEERS		PLANNERS		SURVEYORS	
Civilogic					
203 South Main St., Jonesboro, AR - (870) 932-7880 - www.civilogic.net					
REZONING PLAT PT. SAGE MEADOWS JONESBORO, ARKANSAS FOR K & G PROPERTIES, LLC					
Date	Scale	Job No.	Sheet		
01-09-13	1"=100'	112146	1 of 1		
Section	Township	Range	County		
34	15N	04E	CRAIGHEAD		
ONLY COPIES WITH WILEY COLORED SIGNATURE ARE VALID CIVILOGIC COPIES					
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City of Jonesboro City Council
Staff Report – RZ 13-01 Sage Meadows: K& G Properties RS-8

Huntington Building - 900 W. Monroe

For Consideration by the Council on February 19, 2013

REQUEST: To consider a rezoning of a parcel of land containing 6.76 acres more or less.

PURPOSE: A request to consider a recommendation to Council for a rezoning from a C-3 – General Commercial District to an “RS-8” Single Family Residential District, 8 units per acre.

**APPLICANT/
OWNER:** K and G Properties, LLC, 6161 Castleton Cove, Olive Branch, MS 38654

LOCATION: South Side of Macedonia Road, East Side of Highway 351; located north of the entrance way to Sage Meadows Subdivision/Sage Meadows Boulevard.

SITE DESCRIPTION: **Tract Size:** Approx. 294,507 S.F. – 6.76 Acres
Frontage: Total of 248.47’ along Macedonia Road
Total of 507.67’ along Sage Meadows Boulevard
Topography: The site has topographic relief, and drains generally to the west, toward vacant land and Highway 351. There is existing grassy vegetation on the majority of the site.
Existing Development: The site is currently vacant.

SURROUNDING CONDITIONS:	<u>ZONE</u>	<u>LAND USE</u>
North:	_____	Sparse single family development (Outside City Limits)
South:	C-3	Industrial Use
East:	C-3	Storage Warehouses
West:	R-1, R-3	Single Family & Existing church

HISTORY: On February 9, 2000, The Metropolitan Area Planning Commission (“MAPC”) approved a Planned Unit Development overlay on the property (PUD 99-02).

No development of the PUD had occurred, nor have there been any building permits issued, in the eight (8) years since the final plan for the PUD was approved on or about February 9, 2000, and no extensions have been granted.

The MAPC recommended that said PUD approval be revoked and the lands revert to the original C-3 commercial use classification. JG Properties, LLC, joined in the recommendation of the MAPC and requested that the City Council repeal and revoke the previous approval of the PUD.

City Council, under Ordinance 08:057 reverted the property back to C-3 General Commercial.

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 Medium Density Residential. While the Land Use Plan recommends this site for future uses as single family, recent rezoning/reverting of the subject property to C-3 General Commercial prompts further amendments to the Land Use Map.

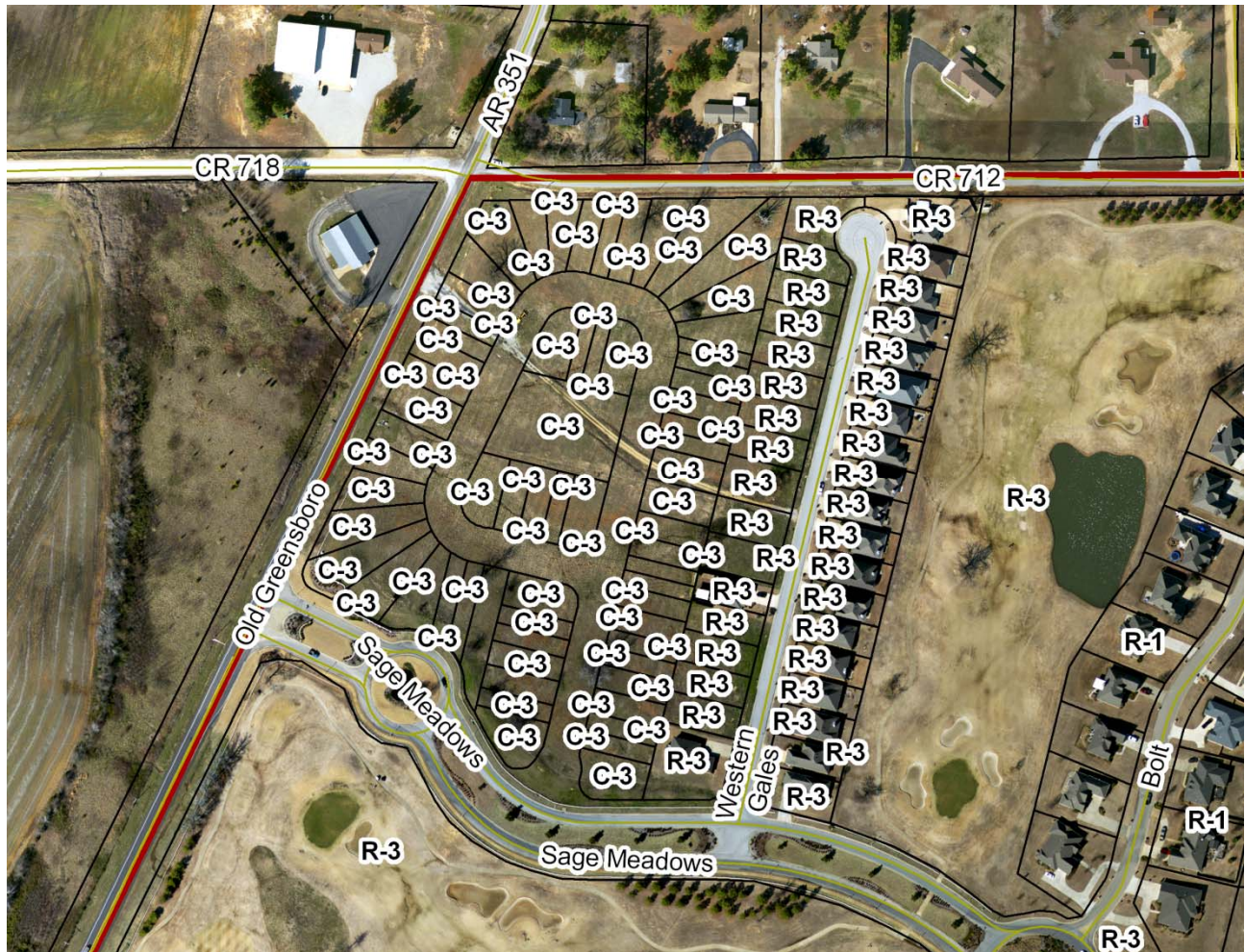
This petition for rezoning is currently consistent with the Land Use Plan.

Approval Criteria Checklist- 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 list. Staff has reviewed each and offers explanations and findings as listed in the rezoning checklist below:

Criteria	Consistent (Yes or No)	Explanation
(a) Consistency of the proposal with the Comprehensive Plan	Yes- Land Use Comp. Plan Adoption Pending	See Land Use Section Above.
(b) Consistency of the proposal with the purpose of the zoning ordinance.	No plan proposed at this time. Consistent with immediate housing to the direct east (Western Gales Dr.).	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area;	No plan proposed at this time. Consistent with immediate housing to the direct east (Western Gales Dr.).	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;	Yes it is suitable for single family residential.	
(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	No detriment.	

<p>property;</p> <p>(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</p>	<p>Property has never been developed. Originally rezoned for multi-family under a PUD that expired; then later reverted back to C-3.</p>	
<p>(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.</p>	<p>Applicant states no major impacts. Access management should be coordinated.</p>	



Vicinity/Zoning Map

MAPC RECORD OF PROCEEDINGS: Public Hearing held February 12, 2013

Applicant:

Mr. Kessinger, Member of K and G Properties, LLC, presented the case before the MAPC, noting that he purchased this property, 4 or 5 years ago. At that time he was aware that 65 condominiums had been approved by the City, but was later notified that the Planned Unit Development (PUD) had expired and he had to go back through the rezoning process. He did so but it was denied and reverted back to C-3 by the Council.

He added that he will leave the out-lot Zoned C-3 General Commercial but would like to change the other 2 sections- this case is for the RS-8 Single Family request.

Mr. Kessinger stated that he has met with the POA Board, (they are a strong group) and they sent a letter with no opposition of the petition, just as long as he agreed to a number of conditions such as where the street connects into Sage Meadows Blvd. and Macedonia Road.

Staff:

Mr. Spriggs gave staff comments and a summary of the Staff Report. Noting the history of the case: City Council, under Ordinance 08:057 reverted the property back to C-3 General Commercial.

The Current/Future Land Use Map recommends this location as Medium Density Residential. While the Land Use Plan recommends this site for future uses as single family, recent rezoning/reverting of the subject property to C-3 General Commercial prompts further amendments to the Land Use Map.

The subject site is served by Macedonia Road (Principal/major Arterial); and Sage Meadows Boulevard (Local Road) on the Master Street Plan. The proposed right-of-way is noted as 60 ft. from the center line of Sage meadows Blvd. and 44.40 ft. from Macedonia Road. Principle Arterials require a 120 ft. right of way, by which the proposed is less.

The MPO, Director reviewed the proposal and stated no opposition, but suggested an outlet on Macedonia with possible connection to Western Gales Drive, with the one connection to Sage Meadows Blvd. No other objections were submitted by other departments or agencies. The conditions were read.

Mr. Kessinger stated that he has no access to Western Gales Drive. Mr. Spriggs concurred and noted that he verified that the previous stub street was abandoned.

Public Input:

Ms. Sue Winstead, 4949 Wingfoot. Stated that there are 400 – 500 houses in Sage Meadows. She expressed concerns about how the project will coordinate with Sage Meadow's Boulevard which does not come to two lanes until a certain point. She expressed concerns about the access to the non-standard roundabout. She stated that it took her 30 minutes to get from her house to Highway 49N when leaving for the developer's meeting. Ms. Winstead stated that they are open to where the City thinks is the best spot to connect to Sage Meadows Blvd.

Mr. Scurlock: Asked Mr. Kessinger if the new development will be a part of the Bill of Assurances of Sage Meadows? He replied that it will and also will be subject to architectural review.

Mr. Kessinger expressed what he agreed to with the P.O.A. He agreed to have access on to Macedonia, as well onto Sage Meadows Blvd., and he is willing to work with staff on the best location of connection.

Paul Johansen: 4205 Sage Meadow's Blvd. Stated that in May of 2008, a plan was brought to this board. There was only one entrance at our round about. MAPC voted 6 to 1, in favor of the case if they were to put a road out to Macedonia and they did not agree. That roundabout is smaller than the main one. It is half the size, and was built only for looks.
Public Debate was closed.

POA Board member: Mike Cross- Added that in dealing with this issue, there seems to not be any negatives of what will be built, other than where the road will join. The P.O.A. met with the developer last Friday night for 1.5 hours. We felt like the street planners will know what's best. The developer has agreed to that. Most concerns are if it comes out at the roundabout, we are setting ourselves up for accidents. It's not designed like a roundabout for traffic. The traffic in the morning is congested and there is not a person that will let anyone come out of the proposed drive.

Mr. Scurlock asked are there any other access points to Macedonia? Mr. Cross stated no, and there are over 550 houses in Sage Meadows having over 1,500 people. We are a small town with one street.

Commission Action:

Motion as made by Ms. Nix, to approve the zoning request subject to Staff conditions and make recommendation to City Council for approval; Motion was seconded by Mr. Tomlinson. Motion carried with the following vote:

Mr. Scurlock- Aye; Mr. Tomlinson- Aye; Ms. Elmore- Aye; Mr. Hoelscher- Aye; Mr. Kelton- Aye; Mr. Rees- Aye; Ms. Nix- Aye. Absent: Mr. Dover. 7-0 in favor.

Findings:

Master Street Plan/Transportation

The subject site is served by Macedonia Road (Principal/major Arterial); and Sage Meadows Boulevard (Local Road) on the Master Street Plan. The proposed right-of-way is noted as 60 ft. from the center line of Sage meadows Blvd. and 44.40 ft. from Macedonia Road. Principle Arterials require a 120 ft. right of way, by which the proposed is less.

Zoning Code Compliance Review:

The applicant is requesting a change to an "RS-8" Single Family District. The Zoning Resolution requirements are as follows:

RS-8—Single-family Residential District

- Minimum lot width: 50ft.
- Minimum lot: 5,445 s.f.
- Front Setback: 15 ft.
- Rear Setback: 15 ft.
- Side Setback: 7.5ft. each

The applicant has not proposed any subdivision layout at the present time. Preliminary and Final Subdivision submittals will be required and will be subject to MAPC approval in the future. Issues such as

access management need to be addressed before the Planning Commission concerning right of way frontages.

Department/Agency	Reports/ Comments	Comments
Engineering	No objection	Right of Way Dedications
Streets/Sanitation	No objection	No comments to date
Police	No objection	No comments to date
Fire Department	No objection	No comments to date
MPO	No Opposition	Suggested an outlet on Macedonia with possible connection to Western Gales Drive, with the one connection to Sage Meadows Blvd.
Utility Companies	No comments	No comments to date

Conclusion:

The MAPC and the Planning Department Staff find that the requested Zone Change submitted by K and G Properties, LLC should be evaluated based on the above observations and criteria, of Case RZ 13-01 noted above, a request to rezone property from “C-3” General Commercial District to “RS-8” Single Family District, 8 units per acre. As noted in the record of proceedings, this case is recommended to Council for approval based on 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 a preliminary and final subdivision development plans be submitted and reviewed by the MAPC prior to any future redevelopment of the proposed site.
3. The applicant agrees to comply with the Master Street Plan recommendations for the Macedonia Road right-of-way.

Respectfully Submitted for Council Consideration,



Otis T. Spriggs, AICP
 Planning & Zoning Director

Site Photographs



View looking West of Site



View looking North from Church Entrance at intersection of Macedonia & Hwy #351



View looking North from Church Entrance at intersection of Macedonia & Hwy #351 (Site on Right)



View looking south along Hwy. 351 Site on left



View looking east at site from Hwy. 351



View looking east at site from Hwy. 351



View looking west from Western Gales Dr. (Site in background)



View looking Northwest from Gales Dr. (Site in background)



View looking north on Western Gales Dr.



View looking west on Sage Meadows Blvd. towards main entrance



View looking west on Sage Meadows Blvd. towards main entrance



View looking Northeast towards Sage Meadows main entrance (Site in Background)



View looking North along HWY 351 frontage at the Sage Meadows main entrance (Site in Background)

C/L MACEDONIA RD.

N 89°45'44" E 280.19'

NE CORN. NW 1/4 SEC. 34-T18N-R4E
S 90°53'57" E 41.00'

N 89°35'46" E 248.47'

**PROPOSED
RM-16
CONDOMINIUMS**

C-3

C-3

R-

**PROPOSED
SINGLE
FAMILY**

R-3

TO REMAIN C-3

C-3

C-3

R-3

R-3

R-3

C/L HIGHWAY 367

N 25°16'58" E 872.85'

N 76°50'15" W 316.09'

S 15°57'23" W 1023.80'

L=39.28'
R=25.00'
C LEN=35.36'
BRG=N19°13'02"W

L=24.14'
R=401.68'
C LEN=24.14'
BRG=N62°29'46"W

L=29.89'
R=50.00'
C LEN=29.45'
BRG=N77°53'36"W

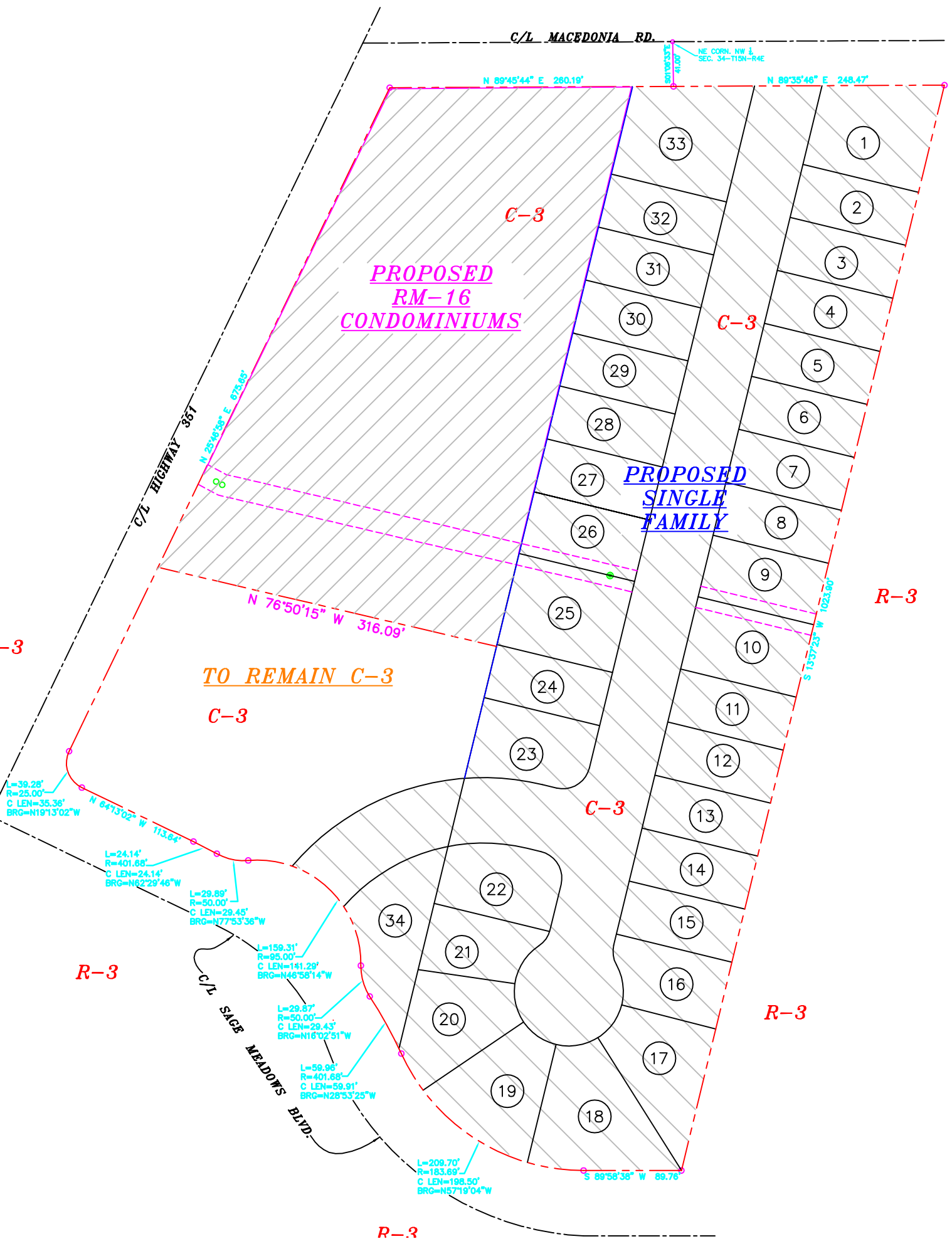
L=159.31'
R=95.00'
C LEN=141.29'
BRG=N46°58'14"W

L=29.87'
R=50.00'
C LEN=29.43'
BRG=N16°02'51"W

L=59.96'
R=401.68'
C LEN=59.91'
BRG=N28°53'25"W

L=209.70'
R=183.69'
C LEN=198.50'
BRG=N57°19'04"W

C/L SAGE MEADOWS BLVD.





February 10, 2013

Otis Spriggs, City Planner
City of Jonesboro
900 West Monroe
Jonesboro, AR 72403

Dear Mr. Spriggs,

The Sage Meadows POA Board of Directors has met with Mr. Kevin Kessinger with K & G Properties, LLC on multiple occasions, to discuss his future plans for development of the property located just to the north of the Sage Meadows entrance that is currently zoned commercial. Our understanding of the rezoning request and future plans are outlined below;

1. The western most approx. one half of the property is to be rezoned RS-8, which only allows for single family dwelling very close in size to the home already located along Western Gales of our subdivision. We also understand that there will be access to Sage Meadow Blvd and Macedonia Road.
2. Approx 3 acres of the remaining eastern half of the property is to be rezoned RM-16, which allows for condominiums. We understand that access to this section will be restricted to St. Hwy 351.
3. The remaining approx. 1.6 acres will remain C-3.

Based on our understanding of the rezoning request and the future plans, we do not oppose the request. We feel that allowing access to Sage Meadow Blvd by the single family homes and restricting access for the condos to St. Hwy 351, would be the best reasonable solution to traffic in the neighborhood. While we have seen a proposed plat showing the access to Sage Meadow Blvd connecting at the round-about near our entrance, we would request that the city engineers look at the traffic situation very closely and recommend the best possible place for that connection. We are open to access at the round-about or having the new street come straight out and hit Sage Meadows Blvd.

Sincerely,

Sage Meadow POA Board

AGREEMENT BETWEEN
SAGE MEADOWS PROPERTY OWNERS ASSOC. BOARD

AND

K & G PROPERTIES, LLC.

This Agreement is made and entered into this date, by and between K & G Properties, LLC and the Sage Meadows Property Owners Association Board.

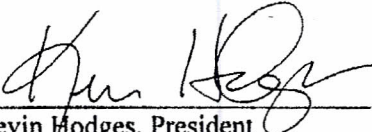
WHEREAS, the Sage Meadows Property Owners Association Board and K & G Properties, LLC wants the property described in Exhibit A & B to be a part of the Sage Meadows Development and fall under the Sage Meadows Development Covenants & Restrictions.

While the Sage Meadows Property Owners Association Board agrees to not oppose the egress/ingress to Sage Meadows Blvd, the Association Board would like for the street connection to Sage Meadows Blvd be at the spot recommended by the City of Jonesboro as the best spot possible to prevent traffic issues.

K & G Properties, LLC agrees to not remove or allow the property described in Exhibits A & B to be removed from the Sage Meadows Development, between the time the property is rezoned and the time it is platted, provided access is granted to Sage Meadows Blvd.

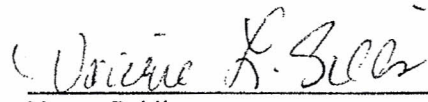
WHEREAS, The parties hereto agree that each party has reviewed and negotiated this Agreement and further agrees to be fully bound by and subject to the same. The parties further agree that performance of the obligations created under this Agreement may be enforced by a court of law by any remedy available, including but not limited to specific performance of the terms and conditions herein.

SAGE MEADOWS PROPERTY OWNERS ASSOCIATION, INC.

By: 
Kevin Hodges, President

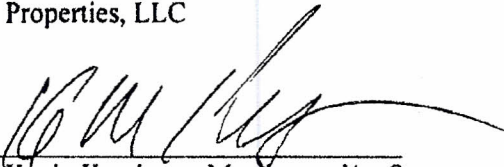
Subscribed and sworn to before me by Kevin Hodges on this 11th day of February, 2013.



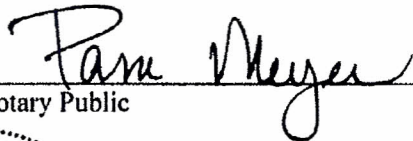

Notary Public

My Commission Expires:

K & G Properties, LLC

By: 
Kevin Kessinger, Member and/or Owner

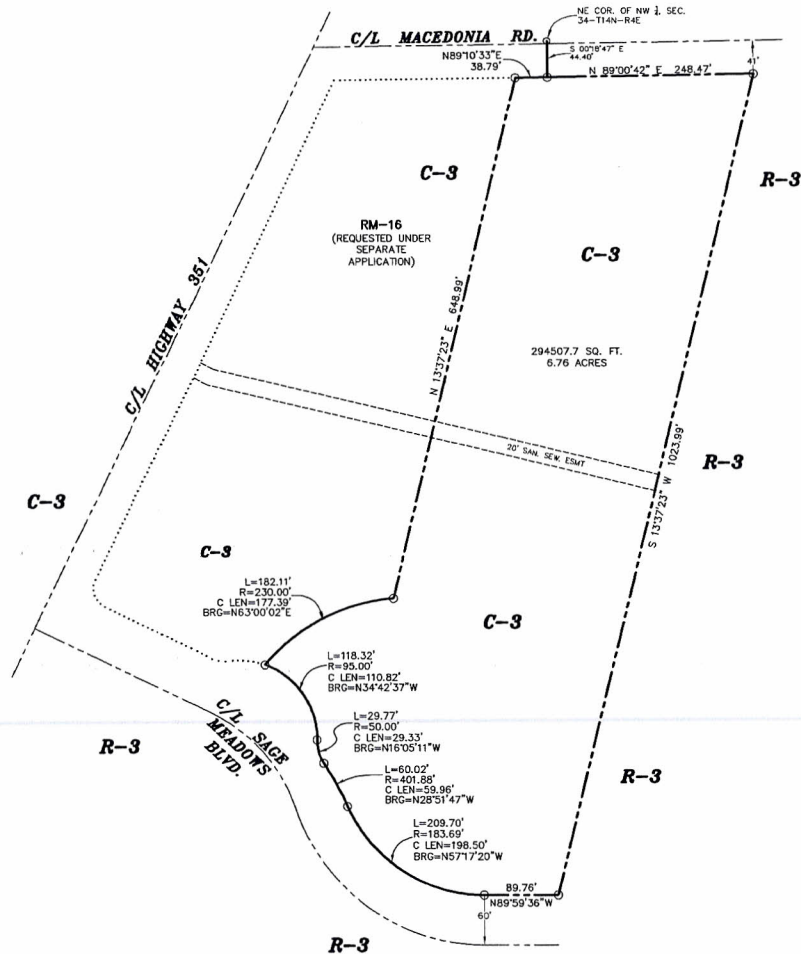
Subscribed and sworn to before me by Kevin Kessinger on this 1st day of February, 2013.


Notary Public

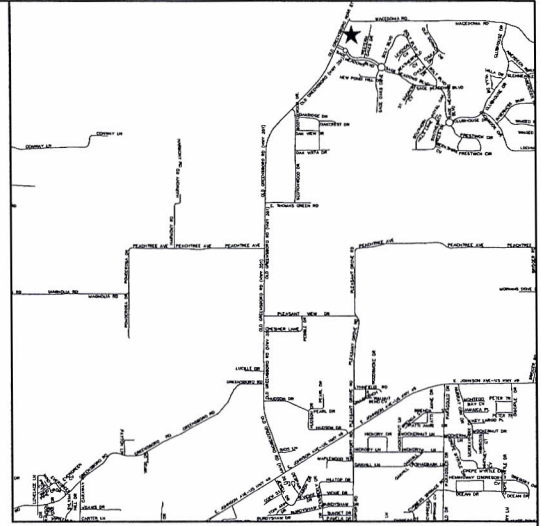
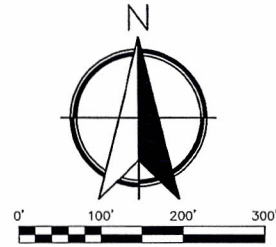
My Commission Expires:

9/8/2013





**EXISTING C-3 ZONING
REQUESTED RS-8 ZONING**



LEGAL DESCRIPTION:

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

From the Northeast corner of the Northwest Quarter of said Section 34,
 Run S00°18'47"E a distance of 44.40 ft. to a point on the South right of way line of Macedonia Road and the POINT OF BEGINNING;
 Thence N89°00'42"E along said South right of way line a distance of 248.47 ft. to a point;
 Thence leaving said right of way line,
 Run S13°37'23"W a distance of 1023.99 ft. to a point on the Northerly right of way line of Sage Meadows Boulevard;
 Thence run along said Northerly right of way line as follows:
 N89°59'36"W a distance of 89.76 ft. to a point,
 Then run along a curve to the right, said curve having a radius of 183.69 ft., an arc of 209.70 ft., a chord length of 198.50 ft. and a chord bearing of N57°17'20"W to a point,
 Then run along a curve to the left, said curve having a radius of 401.88 ft., an arc of 60.02 ft., a chord length of 59.96 ft. and a chord bearing of N28°51'47"W to a point,
 Then run along a curve to the right, said curve having a radius of 50.00 ft., an arc of 29.77 ft., a chord length of 29.33 ft. and a chord bearing of N16°05'11"W to a point,
 Then run along a curve to the left, said curve having a radius of 95.00 ft., an arc of 118.32 ft., a chord length of 110.82 ft. and a chord bearing of N34°42'37"W to a point;
 Thence leaving said Northerly right of way line of Sage Meadows Boulevard;
 Run along a curve to the right, said curve having a radius of 230.00 ft., an arc of 182.11 ft., a chord length of 177.39 ft. and a chord bearing of N63°00'02"E to a point;
 Thence N13°37'23"E a distance of 648.99 ft. to a point on aforesaid South right of way line of Macedonia Road;
 Thence N89°10'33"E along said South right of way line a distance of 38.79 ft. to the POINT OF BEGINNING, containing 6.76 acres.

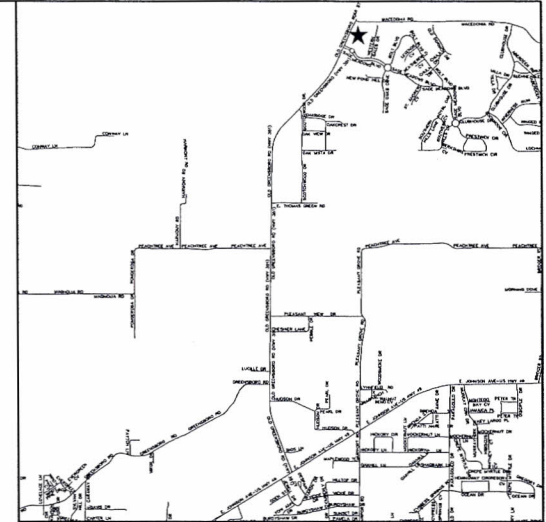
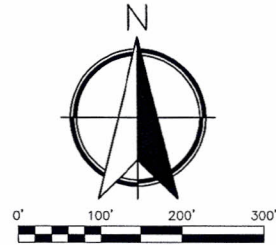
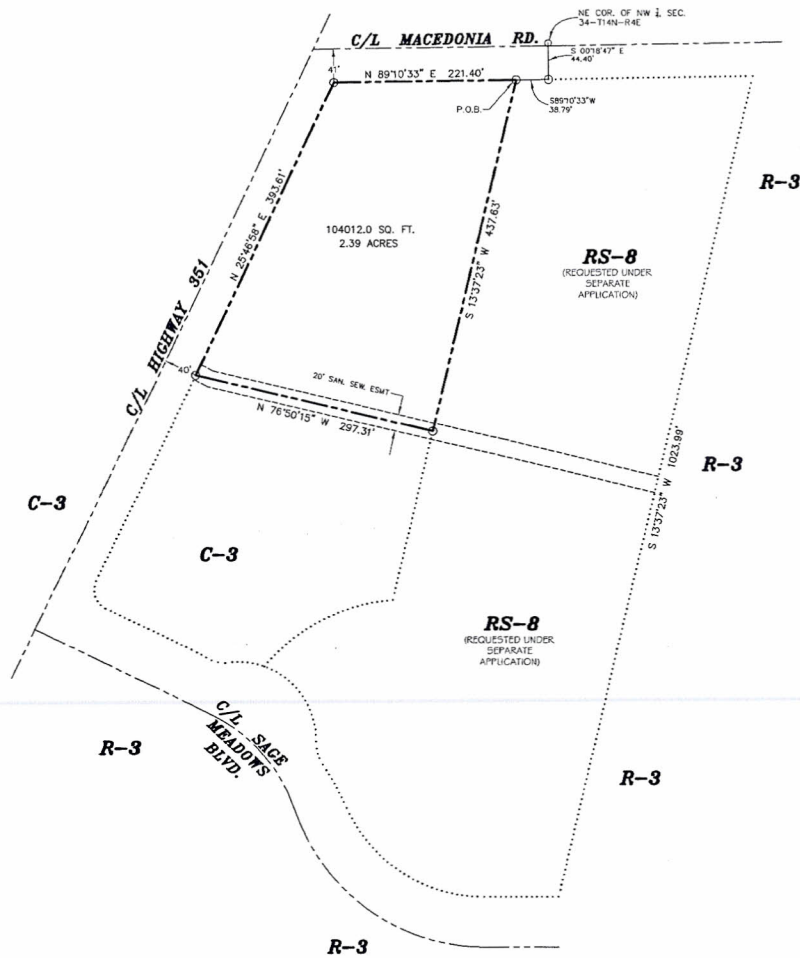
CERTIFICATE OF SURVEY:

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

- NOTES
- 1) THIS SURVEY AND PLAT ARE THE PROPERTY OF THE SURVEYOR AND ARE INTENDED FOR THE SOLE USE AND BENEFIT OF THE SURVEYOR & CLIENT.
 - 2) REARINGS BASED ON GPS OBSERVATION.
 - 3) THE CLOSURE PRECISION OF THE PLAT IS IN EXCESS OF 1" IN 500,000.
 - 4) THE RESEARCH COMPLETED FOR THIS SURVEY INCLUDES LEGAL DESCRIPTION PROMISES AND OUR OWN RESEARCH AT THE COURTHOUSE.
 - 5) ALL PINS SET ARE 2" REBAR, UNLESS NOTED OTHERWISE.
 - 6) OWNER: K & G PROPERTIES, LLC
 - 7) FLOOD PLAIN: THIS TRACT DOES NOT LIE WITHIN THE 100-YR FLOOD PLAN PER FLOOD INSURANCE RATE MAP OF CRAIGHEAD CO., ARK. AND INCORPORATED AREAS. COUNTY FINDER NO. 000000000 C. DATED 06/07/04. THIS TRACT DOES LIE WITHIN A ZONE "X" FLOOD PLAN, PER THE MAP REFERENCED ABOVE.

ENGINEERS		PLANNERS		SURVEYORS	
Civilogic					
203 Southwest Dr., Jonesboro, AR--(870)932-7880--www.civilogic.net					
REZONING PLAT PT. SAGE MEADOWS JONESBORO, ARKANSAS FOR K & G PROPERTIES, LLC					
Date	Scale	Job No.	Sheet		
01-09-13	1"=100'	112146	1 of 1		
Section	Township	Range	County		
34	15N	04E	CRAIGHEAD		
ONLY COPIES WITH VIOLET COLORED SIGNATURE ARE VALID CIVILOGIC COPIES					
© 2013, Civilogic		Drawn By: RE	Checked by: GH		

Exhibit B



LEGAL DESCRIPTION:

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

From the Northeast corner of the Northwest Quarter of said Section 34,
 Run S00°18'47"E a distance of 44.40 ft. to a point on the South right of way line of Macedonia Road;
 Thence S89°10'33"W along said South right of way line a distance of 38.79 ft. to the POINT OF BEGINNING;
 Thence leaving said right of way line,
 Run S13°37'23"W a distance of 437.63 ft. to a point;
 Thence N76°50'15"W a distance of 297.31 ft. to a point on the Easterly right of way line of Highway 351;
 Thence N25°46'58"E along said Easterly right of way line a distance of 393.61 ft. to a point on aforesaid South right of way line of Macedonia Road;
 Thence N89°10'33"E along said South right of way line a distance of 221.40 ft. to the POINT OF BEGINNING, containing 2.39 acres.

CERTIFICATE OF SURVEY:

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

NOTES:

- 1) THIS SURVEY AND PLAT ARE THE PROPERTY OF THE SURVEYOR AND ARE INTENDED FOR THE SOLE 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 150,000'.
- 4) THE RESEARCH COMPLETED FOR THIS SURVEY INCLUDES LEGAL DESCRIPTION PROMISES AND OUR OWN RESEARCH AT THE COURTHOUSE.
- 5) ALL PINS SET ARE 2" REBAR, UNLESS NOTED OTHERWISE.
- 6) OWNER: K & G PROPERTIES, LLC.
- 7) FLOOD PLAIN: THIS TRACT DOES NOT LIE WITHIN THE 100-YR FLOOD PLAIN PER FLOOD INSURANCE RATE MAP OF CRAIGHEAD CO., ARK. AND INCORPORATED AREAS. COUNTY PANEL NO. 050300002 C. DATED 06/27/14. THIS TRACT DOES LIE WITHIN A ZONE "X" FLOOD PLAIN, PER THE MAP REFERENCED ABOVE.

**EXISTING C-3 ZONING
 REQUESTED RM-16 ZONING**

ENGINEERS		PLANNERS		SURVEYORS	
Civilogic					
203 Southwest Dr., Jonesboro, AR - (870) 932-7880 - www.civilogic.net					
REZONING PLAT PT. SAGE MEADOWS JONESBORO, ARKANSAS FOR K & G PROPERTIES, LLC					
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© 2013, Civilogic		Drawn By:	RE	Checked by:	GH

RE: Rezoning Lot C-1 of Sage Meadows Phase 1-D

Mayor Perrin & Members of the Jonesboro City Council:

We would appreciate K&G Properties having to abide by and develop the entrance to their development as explained in the attached article in the Jonesboro Sun, May 14, 2008. There should not be an access road provided at the Circle Fountain to Sage Meadows Boulevard. We feel the entrance onto Sage Meadows Boulevard should be as shown in the plat for The Village at Sage Meadows Phase 1-E (see attached map). At the time the article was written there were several hundred homes served by that single entrance into Sage Meadows while today that community has grown to over 500 homes with Sage Meadows Boulevard serving as the only entrance.

Allowing access to Sage Meadows Boulevard from the north at the Circle Fountain with additional traffic would be a dangerous and unwelcome plan. Traffic is difficult during July 4th activities, holiday celebrations, golf tournaments, the semi-annual yard sales, and other such events causing major disruptions to our neighborhood. And on a daily basis, in particular, from 7-8:30 in the mornings the traffic seeking to enter the highway is often backed up 15-20 cars deep often all the way to the Bolt Boulevard roundabout. Allowing still more traffic access to Sage Meadows Boulevard at the Circle Fountain roughly 5 car-lengths from the highway would certainly be very dangerous and cause major headaches.

Please keep the entrance to Sage Meadows as it has always been – a circle fountain -- where people can take photos, stop to make cell calls, or to simple get assistance or directions to where they are going.

At the least, a platted development plan should be submitted before approval.

Thank you,

Concerned citizens of Sage Meadows (Please call Sue Winstead with any questions or concerns @ 870-933-6715 or Gil Fowler @ 870-935-6846)

LINE TABLE		
LINE	LENGTH	BEARING
L1	17.77	N72°12'27" W
L2	1.80	S12°12'27" E

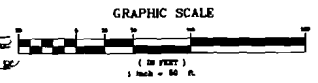
CURVE TABLE						
CURVE	LENGTH	RADIUS	LENGTH TANGENT	CHORD	BEARING	NO. 14
C1	5.27	30.00	5.27	8.15	0° 0'	0.00
C2	22.56	20.00	22.56	31.47	22.56°	0.00
C3	22.56	20.00	22.56	31.47	67.44°	0.00
C4	22.56	20.00	22.56	31.47	112.56°	0.00
C5	22.56	20.00	22.56	31.47	157.44°	0.00
C6	22.56	20.00	22.56	31.47	202.56°	0.00
C7	22.56	20.00	22.56	31.47	247.44°	0.00
C8	22.56	20.00	22.56	31.47	292.56°	0.00
C9	22.56	20.00	22.56	31.47	337.44°	0.00
C10	22.56	20.00	22.56	31.47	382.56°	0.00
C11	22.56	20.00	22.56	31.47	427.44°	0.00
C12	22.56	20.00	22.56	31.47	472.56°	0.00
C13	22.56	20.00	22.56	31.47	517.44°	0.00
C14	22.56	20.00	22.56	31.47	562.56°	0.00
C15	22.56	20.00	22.56	31.47	607.44°	0.00
C16	22.56	20.00	22.56	31.47	652.56°	0.00
C17	22.56	20.00	22.56	31.47	697.44°	0.00
C18	22.56	20.00	22.56	31.47	742.56°	0.00
C19	22.56	20.00	22.56	31.47	787.44°	0.00
C20	22.56	20.00	22.56	31.47	832.56°	0.00
C21	22.56	20.00	22.56	31.47	877.44°	0.00
C22	22.56	20.00	22.56	31.47	922.56°	0.00
C23	22.56	20.00	22.56	31.47	967.44°	0.00
C24	22.56	20.00	22.56	31.47	1012.56°	0.00
C25	22.56	20.00	22.56	31.47	1057.44°	0.00
C26	22.56	20.00	22.56	31.47	1102.56°	0.00
C27	22.56	20.00	22.56	31.47	1147.44°	0.00
C28	22.56	20.00	22.56	31.47	1192.56°	0.00
C29	22.56	20.00	22.56	31.47	1237.44°	0.00
C30	22.56	20.00	22.56	31.47	1282.56°	0.00
C31	22.56	20.00	22.56	31.47	1327.44°	0.00
C32	22.56	20.00	22.56	31.47	1372.56°	0.00
C33	22.56	20.00	22.56	31.47	1417.44°	0.00
C34	22.56	20.00	22.56	31.47	1462.56°	0.00
C35	22.56	20.00	22.56	31.47	1507.44°	0.00
C36	22.56	20.00	22.56	31.47	1552.56°	0.00
C37	22.56	20.00	22.56	31.47	1597.44°	0.00
C38	22.56	20.00	22.56	31.47	1642.56°	0.00
C39	22.56	20.00	22.56	31.47	1687.44°	0.00
C40	22.56	20.00	22.56	31.47	1732.56°	0.00
C41	22.56	20.00	22.56	31.47	1777.44°	0.00
C42	22.56	20.00	22.56	31.47	1822.56°	0.00
C43	22.56	20.00	22.56	31.47	1867.44°	0.00
C44	22.56	20.00	22.56	31.47	1912.56°	0.00
C45	22.56	20.00	22.56	31.47	1957.44°	0.00

LOT AREA CHART					
LOT NO.	SF	ACRES	LOT NO.	SF	ACRES
1	4,800	0.110	11	4,800	0.110
2	4,800	0.110	12	4,800	0.110
3	4,800	0.110	13	4,800	0.110
4	4,800	0.110	14	4,800	0.110
5	4,800	0.110	15	4,800	0.110
6	4,800	0.110	16	4,800	0.110
7	4,800	0.110	17	4,800	0.110
8	4,800	0.110	18	4,800	0.110
9	4,800	0.110	19	4,800	0.110
10	4,800	0.110	20	4,800	0.110
21	4,800	0.110	31	4,800	0.110
22	4,800	0.110	32	4,800	0.110
23	4,800	0.110	33	4,800	0.110
24	4,800	0.110	34	4,800	0.110
25	4,800	0.110	35	4,800	0.110
26	4,800	0.110	36	4,800	0.110
27	4,800	0.110	37	4,800	0.110
28	4,800	0.110	38	4,800	0.110
29	4,800	0.110	39	4,800	0.110
30	4,800	0.110	40	4,800	0.110
31	4,800	0.110	41	4,800	0.110
32	4,800	0.110	42	4,800	0.110
33	4,800	0.110	43	4,800	0.110
34	4,800	0.110	44	4,800	0.110
35	4,800	0.110	45	4,800	0.110
36	4,800	0.110	46	4,800	0.110
37	4,800	0.110	47	4,800	0.110
38	4,800	0.110	48	4,800	0.110
39	4,800	0.110	49	4,800	0.110
40	4,800	0.110	50	4,800	0.110
41	4,800	0.110	51	4,800	0.110
42	4,800	0.110	52	4,800	0.110
43	4,800	0.110	53	4,800	0.110
44	4,800	0.110	54	4,800	0.110
45	4,800	0.110	55	4,800	0.110
46	4,800	0.110	56	4,800	0.110
47	4,800	0.110	57	4,800	0.110
48	4,800	0.110	58	4,800	0.110
49	4,800	0.110	59	4,800	0.110
50	4,800	0.110	60	4,800	0.110
51	4,800	0.110	61	4,800	0.110
52	4,800	0.110	62	4,800	0.110
53	4,800	0.110	63	4,800	0.110
54	4,800	0.110	64	4,800	0.110
55	4,800	0.110	65	4,800	0.110
56	4,800	0.110	66	4,800	0.110
57	4,800	0.110	67	4,800	0.110
58	4,800	0.110	68	4,800	0.110
59	4,800	0.110	69	4,800	0.110
60	4,800	0.110	70	4,800	0.110
61	4,800	0.110	71	4,800	0.110
62	4,800	0.110	72	4,800	0.110
63	4,800	0.110	73	4,800	0.110
64	4,800	0.110	74	4,800	0.110
65	4,800	0.110	75	4,800	0.110
66	4,800	0.110	76	4,800	0.110
67	4,800	0.110	77	4,800	0.110
68	4,800	0.110	78	4,800	0.110
69	4,800	0.110	79	4,800	0.110
70	4,800	0.110	80	4,800	0.110
71	4,800	0.110	81	4,800	0.110
72	4,800	0.110	82	4,800	0.110
73	4,800	0.110	83	4,800	0.110
74	4,800	0.110	84	4,800	0.110
75	4,800	0.110	85	4,800	0.110
76	4,800	0.110	86	4,800	0.110
77	4,800	0.110	87	4,800	0.110
78	4,800	0.110	88	4,800	0.110
79	4,800	0.110	89	4,800	0.110
80	4,800	0.110	90	4,800	0.110
81	4,800	0.110	91	4,800	0.110
82	4,800	0.110	92	4,800	0.110
83	4,800	0.110	93	4,800	0.110
84	4,800	0.110	94	4,800	0.110
85	4,800	0.110	95	4,800	0.110
86	4,800	0.110	96	4,800	0.110
87	4,800	0.110	97	4,800	0.110
88	4,800	0.110	98	4,800	0.110
89	4,800	0.110	99	4,800	0.110
90	4,800	0.110	100	4,800	0.110

LEGAL DESCRIPTION
Part of the North half of Section 34, T15N, R4E, City of Jonesboro, Craighead County, Arkansas, being more particularly described as follows:

Commencing at the northeast corner of the northwest quarter of said Section 34; thence S 00° 31' 20" E, 41.00 feet to a point on the south right of way line of Woodville Road and the point of beginning; thence N 80° 35' 46" E, 248.47 feet to a point; thence S 14° 12' 27" W, 1023.88 feet to a point on the north right of way line of Sage Meadows Boulevard; thence N 89° 25' 18" W, 85.78 feet to a point on a curve; thence northwesterly with a curve to the right having a radius of 183.85 feet and a curve length of 206.70 feet to a point on a curve; thence southwesterly with a curve to the left having a radius of 401.88 feet and a curve length of 88.88 feet to a point on a curve; thence northwesterly with a curve to the right having a radius of 50.00 feet and a curve length of 28.88 feet to a point on a curve; thence northwesterly with a curve to the left having a radius of 85.00 feet and a curve length of 198.31 feet to a point on a curve; thence northwesterly with a curve to the right having a radius of 50.00 feet and a curve length of 28.88 feet to a point on a curve; thence southwesterly with a curve to the left having a radius of 401.88 feet and a curve length of 24.14 feet to a point; thence N 83° 37' 58" W, 113.64 feet to a point on a curve; thence northwesterly with a curve to the right having a radius of 25.00 feet and a curve length of 39.27 feet to a point on the east right of way line of Highway 351; thence N 20° 22' 02" E, 873.83 feet to a point; thence N 80° 45' 44" E, 280.19 feet to the point of beginning proper and containing 11.437 acres.

APPROVED BY THE BOARD OF ARCHITECTS
Architect: _____
Professional Seal: _____
DATE: 10/11/99



FILED
00 JUN -1 2000
CRAIGHEAD COUNTY
CLERK

FISHER & ARNOLD, INC.
Professional Seal: _____

REGISTERED
PROFESSIONAL LAND SURVEYOR
11/24/91

FINAL PLAT
THE VILLAGE AT
SAGE MEADOWS
PHASE 1-E
JONESBORO, ARKANSAS
OCTOBER, 1999
TOTAL AREA: 11.437 ACRES
TOTAL LOTS: 84

SAGE MEADOWS DEVELOPMENT, INC.
JONESBORO, ARKANSAS 72403

FP0099-2

6-1-2000

Planners reject subdivision near Sage Meadows

BY KEITH INMAN
SUN STAFF WRITER

JONESBORO — Plans for a proposed new subdivision adjacent to Sage Meadows were rejected Tuesday by the Metropolitan Area Planning Commission.

It was a complicated proposition in that Kevin Kessinger, owner of JG Properties, was seeking final plan review for Soleil at Sage Meadows. The 65-lot subdivision on 11.63 acres, had originally been approved as a planned unit development (PUD) known as The Village at Sage Meadows in 1999.

Nothing had been done with the property until Kessinger purchased it recently. Kessinger sought what he considered minor revisions to the original plan.

City Planner Otis Spriggs said developers normally have two years to begin construction after a PUD is approved. However, he said the commission had the option to extend that period.

Brian Umberson, a resident of Sage Meadows, said a lot has changed in the area

since 1999. When the PUD was approved, Sage Meadows had only 65 homes, Umberson said. Now there are almost 400 houses there, he said.

Traffic problems

The plan to enter Soleil from Sage Meadows Boulevard would further complicate the traffic problems Sage Meadows residents have in entering Old Greensboro Road (Arkansas 351), Umberson said.

Umberson and others also said Kessinger should have met with Sage Meadows residents before bringing the plan to the commission. Kessinger said he attempted to contact the Sage Meadows Property Owners Association but never got a reply.

Commissioners said a second entrance to Soleil was needed.

The original PUD called for a second entrance into Sage Meadows by way of Western Gales Cove. Since then, that street was abandoned, and a house was constructed on it, blocking access to the new

subdivision, Spriggs said.

Kessinger said a suggested entrance from Macedonia Road wasn't feasible because it would force him to reduce the lot sizes for the rest of the development.

Spriggs said the revised plans also don't show provisions for privacy fencing along Arkansas 351 or sidewalks, as approved in 1999.

Option to withdraw rejected

Commissioners gave Kessinger the option to withdraw his proposal in order to meet with neighboring residents, but Kessinger said he would prefer a decision be made immediately so that he would have a better understanding of his options.

Then commissioners tried to figure out their own options.

City Attorney Phillip Crego said the commission could vote to recommend that the City Council revoke the original PUD. The property would then revert to its former zoning of C-3 General Commercial. Commissioner Ken Collins said neither side

would like the potential ramifications of that decision.

Collins eventually made a motion to approve of the plans but with stipulations that Kessinger would have to meet with property owners to develop a compromise, a second entrance from Macedonia Road would have to be included, the entrance off of Sage Meadows Boulevard would have to be moved back to the original location and the developer would have to satisfy engineering concerns regarding a road inside the subdivision.

The motion was approved 6-1. Stan Clink of Memphis, Kessinger's engineer, said they would be unable to develop the property under those conditions.

Another rejection

Also rejected Tuesday was a proposal by Ted Troutman to rezone approximately 0.87 acres located at 709 North Caraway Road from R-1 Residential to RS-7 Residential.

Troutman sought the rezoning because R-1 requires a 60-foot-wide lot, while

the property is only 59 feet wide.

Several neighboring residents voiced their objections to the proposal because Troutman already has rental houses in the neighborhood that they believe are a detriment.

The commission voted 7-0 to recommend that the City Council deny rezoning. Troutman has a right to appeal the decision.

Commissioners also voted 7-0 to recommend approval of the proposed annexation of 159 acres located behind 6106 Southwest Drive.

The property, owned by Paulette Quinn, is located between Wimpy Lane and Hendrix Road.

The highway frontage is zoned industrial and is headquarters for Quinn Aviation.

Bobby Gibson, Quinn's attorney, said the family plans to relocate the airstrip farther away from the city if the property can be sold for residential development.

The commission also approved the following requests:

- Jim Abel for preliminary and final approval of plans for Brookstone Subdivision, Phase II, containing 16 lots on 3.85 acres;

- Jim Bryant for conditional use to locate a double-wide mobile home at 2017 Magnolia Road; and

- Burrow-Halsey Holdings to rezone approximately 5.96 acres located on Parker Road between Wood Street and Paula Drive from R-2 Residential to C-3 Commercial. Commissioner Jerry Halsey Jr., a principal in Burrow-Halsey Holdings, did not participate in the vote.

A request for site plan review for Jonesboro Cycle and ATV, to be located on 1.3 acres at 2206 Stadium Blvd., was withdrawn prior to the meeting.

Commissioner Marvin Day presided over the meeting in the absence of chairman Ken Beadles.

New commissioner Paul Hoelscher was attending his first meeting. Hoelscher replaced George Krennerich on the commission.

~~Signature~~
Signatures
145

We, the undersigned residents of Sage Meadows, would like for the newly proposed street to run parallel to Western Gales. With the entrance onto Sage Meadows Blvd at the same location as the Village Meadow Loop entrance that was proposed in the plat for The Village At Sage Meadows Phase 1-E. This would be far enough from the front circle as to not impede traffic entering and exiting the subdivision.

- 1 Mary C. Woodridge 4217 Sage Meadows Blvd.
- 2 Rebecca Elliott 4201 Lochmoor Circle
- 3 Susan Shelton 4300 Sage Meadows
- 4 Brenda Becker 4400 Lochmoor Cir
- 5 Connie Munnis 4016 Legends Cove
- 6 ~~Janet~~ Mary Furgow 3501 Bolt Blvd
- 7 James T. Woodridge 4217 Sage Meadows Blvd.
- 8 Sue Winstead 4949 Winged Foot Lane
- 9 Ray Hunsley 5004 Winged Foot Lane
- 10 Bryan Hunsley 5004 Winged Foot Lane
- 11 Mary Elms 4701 Lochmoor Cir.
- 12 Ray Elms 4701 Lochmoor Cir.
- 13 Bryan Tucker 4705 Lochmoor Cir
- 14 Irish Tucker 4705 Lochmoor Cir.
- 15 James C. Winstead 4949 Winged Foot Lane
- 16 Paul Elms 4205 SAGE MEADOWS BLVD
- 17 Gloria Johansen " " "

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- 36 Paix Nobs 5000 Wind Foot
- 37 Math Nobs 5000 Wind Foot
- 38 Greg Williamson 4524 Lochmoor Cir
- 39 Jammy Williamson 4524 Lochmoor Cir
- 40 Hannah Williamson 4524 Lochmoor Cir
- 41 J G Hoza 4524 Lochmoor Cir
- 42 ~~_____~~ 4445 Lochmoor
- 43 Janice Morgan 4432 Lochmoor Circle
- 44 Barbara Johns 4428 " "
- 45 ~~_____~~ 4428 Lochmoor Circle
- 46 Dorothy Jewell 4420 Lochmoor Circle
- 47 Jarah Speer 4412 Lochmoor Cir
- 48 Danna Bailey 4404 Lochmoor Circle
- 49 Jim Buckley 4400 Lochmoor Cir
- 50 Kimberly 4413 Lochmoor Cir
- 51 Shirley Pelkey 4413 Lochmoor Cir
- 52 Hild Mace 4421 Lochmoor Cir

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53. April Stachurski 4429 Lochmoor Circle
- 54 Ed Hill 4433 LOCHMOOR CIRCLE
- 55 Gill Nelson 4433 Lochmoor Cr.
- 56 Judy Brooks 4916 Inverness Run
- 57 Kristin Beerman 4921 Inverness Run Dr
- 58 Jimmy Bowman 5056 Aberdeen Rd.
- 59 Alan Bowman 5056 Aberdeen Rd.
- 60 Lauren Martin 5052 Aberdeen Rd.
- 61 Jeremy Martin 5052 Aberdeen Rd.
- 62 John Bell 5032 Aberdeen Rd.
- 63 Kass Mellow 5032 Aberdeed Rd.
- 64 Marbury Bahr 5028 Aberdeen Rd.
- 65 Jennifer Pledge 5037 Aberdeen Rd
- 66 John Bell 4604 Lochmoor Circle
- 67 Lisa Erwin 4609 Lochmoor Circle
- 68 Jodd Elliott 4941 Winged Foot Ln
- 69 Yolanda Elliott 4941 Winged Foot Lane

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- 70 Wm. Gaston 4908 Winged Foot Ln.
- 71 Bruce Gaston 4908 Winged Foot Ln.
- 72 Walter Parker 3361 Winged Foot Circle
- 73 Lisa Hatcher 4821 Winged Foot Lane
- 74 Chy. Desper 4801 Winged Foot Lane
- 75 Bob 4806 Winged Foot Lane
- 76 Pam Barr 4712 Winged Foot Ln
- 77 Scott Barr 4712 Winged Foot Ln.
- 78 Dwight Barr 4709 Winged Foot Ln
- 79 Eric Lassiter 4721 Winged Foot Ln
- 80 MAC Franks 4725 Winged Foot Lane
- 81 K. R. 5080 ABERDEEN RD
- 82 Richardson 5080 Aberdeen Rd
- 83 Walt Fray 4628 Lochmoor Cir.
- 84 Ann Jewell 4628 Lochmoor Cir.
- 85 Clidwyn Miller 4625 Lochmoor Cir Jonesboro AR 72401
- 86 *Amanda & Bradley Weathers 4617 Lochmoor
- 87 *Bradley Weathers 4617 Lochmoor

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- 88 Allen Crain 4620 Lochmoor Jonesboro AK 72401
- 89 Al Crain 4620 Lochmoor Jonesboro AK 72401
- 90 Chris Bluff 4612 Lochmoor Cr.
- 91 Billy Burnea Maurino 4532 Lochmoor Cr.
- 92 Richard Maurino 4532 Lochmoor Cr.
- 93 Gary K. Kidd 4512 Lochmoor Cr.
- 94 Luisy Kidd 4512 Lochmoor Cir
- 95 JM White 4508 Lochmoor Cir
- 96 Van Dye 4513 Lochmoor Cr.
- 97 Bill 4237 Winged Foot
- 98 Robert H. Fuller 4508 Inverness Run Dr.
- 99 Anthony D. Hesse 4508 Inverness Run Dr.
- 100 Whitney 3421 Belt Blvd
-
-
-
-

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- 1 Alan Torneyay 3929 NEW DONNICK
- 2 Jane Torneyay " " "
- 3 Joni Stotts 4216 SAGE MEADOWS BLVD
- 4 Rynette Stotts " " "
- 5 Amy Weegan 4201 " "
- 6 Ron Miller 3500 Bolt Blvd
- 7 Billy E Miller 3400 Old Donnick.
- 8 Ron Miller 3400 Old Donnick
- 9 Glenda Dobson 4109 Sage Meadows
- 10 Bob Dobson 4109 Sage Meadows
- 11 Alan Weegan 4201 SAGE MEADOWS
- 12 Billy W. Doatcher 3540 Western Gales
- 13 Kerry A. Doatcher 3540 Western Gales
- 14 Dwayne Dand 4021 Legends Cove
- 15 Donna Loomis 3578 Western Gales
- 16 Cindy Loomis 3578 Western Gales

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- 1 Larry & Chambers 3928 New Pond Hill Dr.
- 2 Judy Nichols 3924 New Pond Hill Dr.
- 3 Robert Nichols 3924 New Pond Hill Drive
- 4 Suzanne Hackney 3917 New Pond Hill Dr.
- 5 Robert Hackney 3917 New Pond Hill Dr.
- 6 Byron Dangle 3909 New Pond Hill Dr.
- 7 Jim 3909 New Pond Hill
- 8 Julie Webb 3905 New Pond Hill
- 9 Beck Webb 3905 New Pond Hill
- 10 Mary & Wiles 3-137 New Pond Hill
- 11 Larry & Wiles " "
- 12 Karen Ancona 3933 New Pond Hill
- 13 Jocelyn Ancona " " " "

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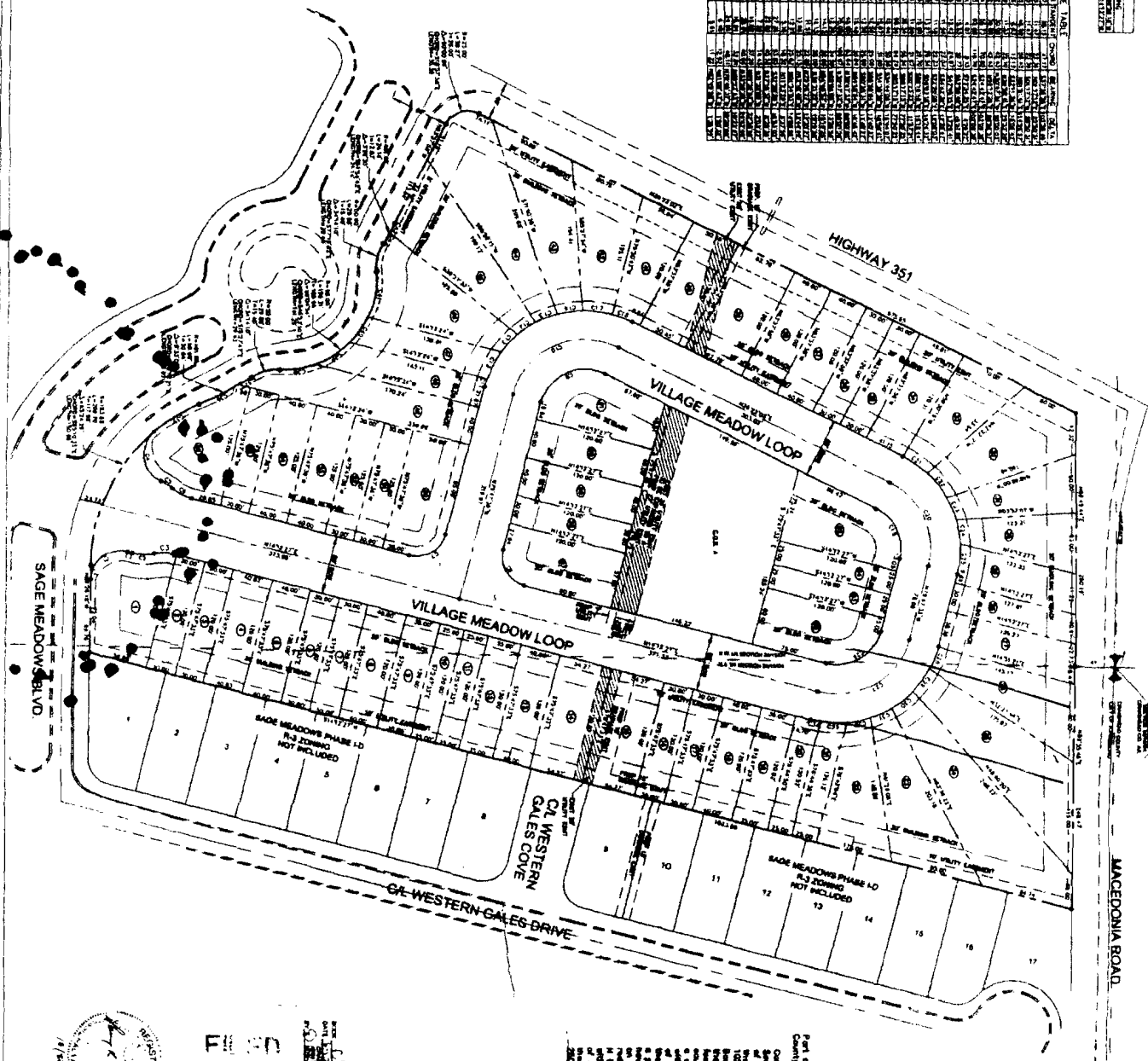
- 1 Louis Brander 3411 Bolt Blvd
 - 2 Karen Chambers 3928 New Pond Hill Dr.
 - 3 Dignie Wage 4304 Sage Meadows Blvd.
 - 4 Lickie Huckaby 4501 Lockman Circle
 - 5 Charlie Higgins 3613 Bolt Blvd
 - 6 Mary Higgins 11 11 11
 - 7 Bonnie Caples 3513 BOLT BLVD
 - 8 Martha Martin 3517 Bolt Blvd
 - 9 Carolyn Fowler 3609 Bolt Blvd.
 - 10 Jel Green 3609 Bolt Blvd
-
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-
-
-
-

DATE: 11/18/98
SCALE: AS SHOWN
DRAWN BY: [Signature]

	OWNER'S CERTIFICATION	
	PLATING OF RIGHT OF WAY	
	ADJACENT PROPERTY OWNERS	
	STATE PLANNING COMMISSION	
	CITY PLANNING COMMISSION	
	CITY ENGINEER	
	CITY COUNCIL	
	FINAL PLAT	

OWNER'S CERTIFICATION

[Signature]



LOT NO.	OWNER
18	...
19	...
20	...
21	...
22	...
23	...
24	...
25	...
26	...
27	...
28	...

Part of the South Half of Section 34, T9N, R4E, City of Macedonia, Copeland County, Missouri, being more particularly described as follows:

Cornerstone of the northeast corner of the northeast quarter of said lot 10 of any part of Township 9 North and the point of beginning (hereinafter referred to as the "Point of Beginning") is a concrete monument 4" x 4" x 16" x 27" N. 111.44° E. 111.44' to a point on the right bank of Sage Meadows Creek approximately 200 feet from the right bank of said creek. From the Point of Beginning, a line is run N. 111.44° E. 111.44' to a point on the right bank of said creek, a corner to the right (bearing a radius of 52.00' and a curve length of 26.00' to the point of tangency, a curve length of 52.00' to the point of intersection and a curve length of 26.00' to the point of tangency). From the point of tangency, a line is run S. 79.60° E. 79.60' to a point on the right bank of said creek, a corner to the right (bearing a radius of 52.00' and a curve length of 26.00' to the point of tangency, a curve length of 52.00' to the point of intersection and a curve length of 26.00' to the point of tangency). From the point of tangency, a line is run N. 111.44° E. 111.44' to a point on the right bank of said creek, a corner to the right (bearing a radius of 52.00' and a curve length of 26.00' to the point of tangency, a curve length of 52.00' to the point of intersection and a curve length of 26.00' to the point of tangency). From the point of tangency, a line is run S. 79.60° E. 79.60' to a point on the right bank of said creek, a corner to the right (bearing a radius of 52.00' and a curve length of 26.00' to the point of tangency, a curve length of 52.00' to the point of intersection and a curve length of 26.00' to the point of tangency). From the point of tangency, a line is run N. 111.44° E. 111.44' to a point on the right bank of said creek, a corner to the right (bearing a radius of 52.00' and a curve length of 26.00' to the point of tangency, a curve length of 52.00' to the point of intersection and a curve length of 26.00' to the point of tangency). From the point of tangency, a line is run S. 79.60° E. 79.60' to a point on the right bank of said creek, a corner to the right (bearing a radius of 52.00' and a curve length of 26.00' to the point of tangency, a curve length of 52.00' to the point of intersection and a curve length of 26.00' to the point of tangency). From the point of tangency, a line is run N. 111.44° E. 111.44' to a point on the right bank of said creek, a corner to the right (bearing a radius of 52.00' and a curve length of 26.00' to the point of tangency, a curve length of 52.00' to the point of intersection and a curve length of 26.00' to the point of tangency). From the point of tangency, a line is run S. 79.60° E. 79.60' to a point on the right bank of said creek, a corner to the right (bearing a radius of 52.00' and a curve length of 26.00' to the point of tangency, a curve length of 52.00' to the point of intersection and a curve length of 26.00' to the point of tangency).



FERDER & ARNOLD, INC.
PLANNERS

FINAL PLAT
THE VILLAGE AT
SAGE MEADOWS
PHASE 10

CONCESSION AVAILABLE
OCTOBER 2000

6-1-2000

F10098-2



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: COM-13:020 **Version:** 1 **Name:** 2013 State of the City Address
Type: Other Communications **Status:** To Be Introduced
File created: 2/27/2013 **In control:** City Council
On agenda: **Final action:**
Title: State of the City Address from Mayor Perrin
Sponsors: Mayor's Office
Indexes: State of the City Addresses
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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title
State of the City Address from Mayor Perrin