



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Council Agenda City Council

Tuesday, July 1, 2014

5:30 PM

Municipal Center

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

City Council Chambers, Municipal Center

PUBLIC HEARING AT 5:20 P.M.

*Regarding the abandonment of utility easements located south of Springs Valley Drive
as requested by Matt Rankin*

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-14:059 Proclamation by Mayor Harold Perrin to Mr. Paul Calkin

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-14:070 Minutes for the City Council meeting on June 17, 2014

Attachments: [Minutes](#)

RES-14:084 RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO
AGREEMENT WITH THE EAPDD FOR A GIF GRANT FOR THE EMERGENCY
RESPONSE SOFTWARE SAFETY PROGRAM

Sponsors: Grants

Attachments: [Award Letter & Grant Agreement GIF Traffic Lights.pdf](#)

Legislative History

6/24/14 Finance & Administration Recommended to Council
Council Committee

RES-14:087 A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE

MAYOR TO ENTER INTO AN AGREEMENT WITH PMAM CORPORATION TO OBTAIN HUMAN CAPITAL MANAGEMENT SOFTWARE

Sponsors: Police Department

Attachments: [Contract](#)

Legislative History

6/17/14 Public Safety Council Recommended to Council
Committee

RES-14:088 RESOLUTION AUTHORIZING A CONTRACT BETWEEN JETS AND TOTAL LIFE HEALTHCARE

Sponsors: JETS

Attachments: [Contract](#)

Legislative History

6/24/14 Finance & Administration Recommended to Council
Council Committee

RES-14:091 RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE CAPDD FOR A GIF GRANT FOR THE MIRACLE LEAGUE

Sponsors: Grants

Attachments: [CAPDD Grant Agreement for ML.pdf](#)

Legislative History

6/24/14 Finance & Administration Recommended to Council
Council Committee

RES-14:092 RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT TO IMPLEMENT THE FY 2014 CDBG ACTION PLAN

Sponsors: Grants

Attachments: [CDBG Action Plan 2014 Grant Agreement.pdf](#)

Legislative History

6/24/14 Finance & Administration Recommended to Council
Council Committee

RES-14:093 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, AUTHORIZING THE MAYOR AND CITY CLERK TO SELL PROPERTY LOCATED AT 1300, 1302, 1304, 1308, 1312, 1314, 1316 OAKHURST, AND 107 S. FLOYD STREET, JONESBORO, ARKANSAS TO JEREMY MOORE

Sponsors: Mayor's Office

6. NEW BUSINESS

ORDINANCES ON FIRST READING

ORD-14:035 AN ORDINANCE TO AMEND THE 2013 BUDGET ORDINANCE FOR THE CITY OF JONESBORO

Sponsors: Finance

EMERGENCY CLAUSE

Legislative History

6/17/14 Finance & Administration Recommended to Council
Council Committee

ORD-14:037 AN ORDINANCE TO ENTER INTO AN AGREEMENT WITH ASSOCIATED ENGINEERING AND TESTING, LLC FOR LAND SURVEYING AND MAPPING SERVICES AT OAKLAWN CEMETERY AND NETTLETON CEMETERY

Sponsors: Finance and Engineering

Attachments: [Agreement](#)

Legislative History

6/24/14 Finance & Administration Recommended to Council
Council Committee

ORD-14:038 AN ORDINANCE ADOPTING BY REFERENCE A CERTAIN TECHNICAL CODE 2010 ADA STANDARD CODE TO THE JONESBORO CODE OF ORDINANCES AND DECLARING AN EMERGENCY FOR IMMEDIATE PUBLIC COMPLIANCE

Sponsors: Inspections

Attachments: [2010ADASTandards](#)

EMERGENCY CLAUSE

Legislative History

6/17/14 Public Safety Council Recommended to Council
Committee

ORD-14:039 AN ORDINANCE ADOPTING BY REFERENCE A CERTAIN TECHNICAL CODE 2012 EXISTING BUILDING CODE TO THE JONESBORO CODE OF ORDINANCES AND DECLARING AN EMERGENCY FOR THE PURPOSE OF UPDATING CURRENT CODE FOR IMMEDIATE PUBLIC COMPLIANCE

Sponsors: Inspections

EMERGENCY CLAUSE

Legislative History

6/17/14 Public Safety Council Recommended to Council
Committee

ORD-14:040 AN ORDINANCE TO REPEAL AND REPLACE CHAPTER 105-147 OF THE JONESBORO CODE OF ORDINANCES, AND TO REPEAL ORDINANCE NO.09:010 AND ADOPTING BY REFERENCE A CERTAIN TECHNICAL CODE ENTITLED THE 2010 ARKANSAS MECHANICAL CODE, AND TO DECLARE AN EMERGENCY FOR THE PURPOSE OF IMMEDIATE PROTECTION OF PUBLIC SAFETY

Sponsors: Inspections

EMERGENCY CLAUSE

Legislative History

6/17/14 Public Safety Council Recommended to Council
Committee

ORD-14:041 AN ORDINANCE TO AMEND CHAPTERS 105-53 AND 105-54 OF THE JONESBORO

CODE OF ORDINANCES, REPEAL ORDINANCE NO.97:1727 AND ADOPTING BY REFERENCE A CERTAIN TECHNICAL CODE ENTITLED THE 2011 NATIONAL ELECTRIC CODE, AND TO DECLARE AN EMERGENCY FOR THE PURPOSE OF THE IMMEDIATE PRESERVATION OF PUBLIC SAFETY

Sponsors: Inspections

EMERGENCY CLAUSE

Legislative History

6/17/14	Public Safety Council Committee	Recommended to Council
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ORD-14:042 ORDINANCE TO VACATE AND ABANDON AN UNIMPROVED TWENTY FEET (20') WIDE & A TEN (10') FEET WIDE UTILITY EASEMENT LOCATED SOUTH OF SPRING VALLEY DRIVE AS REQUESTED BY MATT RANKIN

Attachments: [Abandonment Plats](#)
[Petition](#)
[Utility Repsonse Letters](#)
[Planning & Engineering Letter](#)

EMERGENCY CLAUSE

RESOLUTIONS TO BE INTRODUCED

RES-14:094 RESOLUTION TO SET A PUBLIC HEARING REGARDING THE ABANDONMENT OF A PORTION OF A PUBLIC ALLEY WEST OF FLOYD STREET AS REQUESTED BY MAX DACUS, JR. AND DON LEMAY

Attachments: [Petition](#)
[Plat](#)
[Utility Letters](#)
[City Letter](#)

7. UNFINISHED BUSINESS

ITEMS THAT HAVE BEEN HELD IN COUNCIL

ORD-14:031 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO C-3 LUO FOR PROPERTY LOCATED AT 1802 COMMERCE DRIVE AS REQUESTED BY JACK ELAM

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

Legislative History

5/20/14	City Council	Waived Second Reading
6/3/14	City Council	Postponed Temporarily

RES-14:052 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS to condemn property at: 3905 Hill Dr, Manufactured Homes 1 thru 11 and Shed, Owner Marvin & Jacqueline Cleamer (Deceased) Hiers Linda Varner, Marlene Zelt and Ronald

L Edmiston.

Sponsors: Code Enforcement

Attachments: [CONDEMNATION CHECKLIST](#)

[Inspection Report 3905](#)

[Case File 3905 Hill Dr](#)

Legislative History

5/20/14	Public Safety Council Committee	Recommended Under New Business
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6/17/14	City Council	Postponed Temporarily
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8. MAYOR'S REPORTS

9. CITY COUNCIL REPORTS

10. PUBLIC COMMENTS

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

11. ADJOURNMENT



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: COM-14:059 **Version:** 1 **Name:** Proclamation to Paul Calkin
Type: Other Communications **Status:** To Be Introduced
File created: 6/25/2014 **In control:** City Council
On agenda: 7/1/2014 **Final action:**
Title: Proclamation by Mayor Harold Perrin to Mr. Paul Calkin
Sponsors: Mayor's Office
Indexes: Mayor's Commendations
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Proclamation by Mayor Harold Perrin to Mr. Paul Calkin



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-14:070 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 6/18/2014 **In control:** City Council
On agenda: **Final action:**
Title: Minutes for the City Council meeting on June 17, 2014
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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Minutes for the City Council meeting on June 17, 2014



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes City Council

Tuesday, June 17, 2014

5:30 PM

Municipal Center

FINANCE COMMITTEE SPECIAL CALLED MEETING AT 4:45 P.M.

PUBLIC SAFETY 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

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

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

4. SPECIAL PRESENTATIONS

5. CONSENT AGENDA

Approval of the Consent Agenda

A motion was made by Councilman Chris Moore, seconded by Councilman John Street, to Approve the Consent Agenda. The motioned PASSED

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

MIN-14:066 Minutes for the City Council meeting on June 3, 2014

Attachments: [Minutes](#)

This item was PASSED on the consent agenda.

RES-14:080 RESOLUTION TO MAKE APPOINTMENTS TO THE MASTER STREET PLAN COMMITTEE AND STORMWATER MANAGEMENT BOARD AND TO REMOVE MEMBERS FROM THE LAND USE COMMITTEE AS RECOMMENDED BY MAYOR

PERRIN

Sponsors: Mayor's Office

This item was PASSED on the consent agenda.

Enactment No: R-EN-072-2014

6. NEW BUSINESS

RESOLUTIONS TO BE INTRODUCED

RES-14:042

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS to condemn property at 1126 W Matthew, Owner: Robert Martin

Sponsors: Code Enforcement

Attachments: [CONDEMNATION CHECKLIST](#)
[Inspection Report M](#)
[Case Report 1126 W Matthews](#)

Property owner Robert Martin discussed the condemnation. He apologized for the property's condition. He explained he lost his job in Jonesboro about four years, so he does not have the money to renovate the home. He has asked Code Enforcement to postpone the condemnation to allow him time to sell the house. He thinks the house is still salvageable. Code Enforcement Officer Ronnie Shaver explained Mr. Martin will have 30 days to purchase the permits required to renovate the home, then will have another 45 days to complete the renovation. That will give him 75 days to sell the house. He stressed that Mr. Martin will have to do some work within that time frame or the city can proceed with removing the home. He added they have been working on condemning the home for a while now. Ms. Janet Knickerson, a Jonesboro resident, stated the home will be a nice home when the money is put into renovating it.

Councilman Frierson questioned whether they should extend the timeline for Mr. Martin. He expressed concern that Mr. Martin will not have enough time to sell the property or recondition it within the 75 day timeframe.

A motion was made by Councilman John Street, seconded by Councilman Chris Gibson, that this matter be Passed . The motion PASSED with the following vote.

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

Enactment No: R-EN-073-2014

RES-14:043

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS to condemn property at 5605 Pacific Rd, Owner: James A Cowan.

Sponsors: Code Enforcement

Attachments: [CONDEMNATION CHECKLIST](#)
[Inspection Report P](#)
[Case Report 5605 Pacific](#)

A motion was made by Councilman Chris Moore, seconded by Councilman

Chris Gibson, that this matter be Passed . The motion PASSED with the following vote.

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

Enactment No: R-EN-074-2014

RES-14:044 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS to condemn property at 2202 S Culberhouse Dr, Owners: Terry L Moore (deceased:) & Midland Mortgage.

Sponsors: Code Enforcement

Attachments: [CONDEMNATION CHECKLIST](#)
[Inspection Report C](#)
[Case File 2202 S Culberhouse](#)

Mayor Perrin questioned whether or not Mr. Shaver has spoken with the mortgage company. Mr. Shaver answered yes, he met with them at the property yesterday and explained the city's condemnation procedure.

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

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

Enactment No: R-EN-075-2014

RES-14:045 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS to condemn property at 815 Mays Rd, Owner: Deutsche Bank National Trust Co

Sponsors: Code Enforcement

Attachments: [CONDEMNATION CHECKLIST](#)
[Inspection Report 815](#)
[Case Report 815 Mays](#)

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

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

Enactment No: R-EN-076-2014

RES-14:051 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS to condemn property at 3611 1/2 School St, Owner: Florence A Jones (Deceased) Hiers: Mary Sue Hanson and William L Jones.

Sponsors: Code Enforcement

Attachments: [CONDEMNATION CHECKLIST](#)
 [Inspection Report 3611 .5](#)
 [Case File 3611 .5 School St](#)

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

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

Enactment No: R-EN-077-2014

RES-14:052

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS to condemn property at: 3905 Hill Dr, Manufactured Homes 1 thru 11 and Shed, Owner Marvin & Jacqueline Cleamer (Deceased) Hiers Linda Varner, Marlene Zelt and Ronald L Edmiston.

Sponsors: Code Enforcement

Attachments: [CONDEMNATION CHECKLIST](#)
 [Inspection Report 3905](#)
 [Case File 3905 Hill Dr](#)

Councilman Moore motioned, seconded by Councilman Gibson, to adopt the resolution. The motion was later withdrawn.

Attorney Marty Lilly, representing the administrator of the estate, explained Linda Varner was appointed as administrator of the estate on February 20th. They are currently talking to a real estate company in order to sell the property. He added there is no money in the estate to make improvements to the property, but they do have full insurance on the property. He asked the Council to table the condemnation for 30 days because they are not in a position where they could in good faith purchase a permit to repair the trailers. He noted they have also talked with some individuals who are looking at replacing the mobile homes. But, due to the probate process things have moved forward slowly.

Mr. Shaver stated the trailers are in bad condition and need to be removed. He mailed the first notice of violation in February, 2014, but has been in contact with Mr. Lilly since then. He noted the trailers are up for sale.

Councilman Johnson asked if the property is currently occupied. Ms. Marlene Zelt, 3905 Hill Drive, answered there are two tenants on the property. Mr. Shaver added that at the time they started the condemnation process there was one tenant on the property, but they indicated they were moving due to the deteriorating condition of the trailers. So, if there are two tenants they must have moved in since the condemnation process started. Mr. Lilly stated the estate is not aware of any tenants being on the property and has not authorized any tenants to be on the property. If there are occupants, then they are in violation of the estate. He expressed concern that if the mobile homes are removed and not replaced, then the property will lose the grandfather clause and could devalue the estate. Councilman Moore questioned how long they will have to remove the old mobile homes and sell the property without losing the grandfather clause. City Planner Otis Spriggs explained there is a one year limitation on vacancy that could risk the zoning. Councilman Moore clarified the estate would have a year to remove the mobile homes and clean up the property and sell it before losing the zoning. Mr. Spriggs answered yes, but the one year limitation would start from the time the mobile homes were no longer occupied.

Councilman Dover asked if one permit would be issued to renovate the property or if it would have to be 12 permits, one for each mobile home. Mr. Shaver answered it would be up to the Chief Building Official Terry Adams as to how he wanted to proceed.

Councilman Johnson noted that the mobile homes are not livable, yet someone has moved in since the condemnation process started. Mr. Lilly stated the estate did not move anyone in nor has the estate received rent from anyone. So, if there is someone living there they are there without authorization and can be removed. He added he will assist the city if that needs to happen.

Mr. Paul Corse, a neighbor in the area, stated the trailer park is an eye sore and the police are called out there on a regular basis. They would like to see the trailer park cleaned up.

City Attorney Phillip Crego explained it is not the owners that have the right to the nonconforming use on the property; rather, the nonconforming use on the property goes with the property itself. It could still be a trailer park with the original owners being deceased. He also agreed with Mr. Spriggs that there is a one-year time limit from the time the trailer park was no longer occupied. Mr. Corse questioned if the property continued to be a mobile home park, then the mobile homes brought it would have to be newer models under newer rules. City Attorney Crego answered yes, if new trailers were moved in. The current mobile homes could be rehabilitated, but they mobile homes are hard to rehab.

Councilman McCall then asked if there would be a limit on the number of mobile homes allowed on the property. Mr. Spriggs answered yes, the property would be limited to the original number of units. He noted the property is currently R-1 Single Family.

Councilman Moore clarified the property would not face being devalued if the current trailers were removed due to having a one year time limit.

Ms. Zelt explained they had an occupant that was in there for one year that just moved out this month. There is another occupant who is expecting to move out next month. There are a few trailers that need minor improvements. Councilman Moore asked if Ms. Zelt is working with Mr. Lilly to improve the property. Ms. Zelt answered she just hired a couple of people to help renovate the property. Mr. Lilly stated Ms. Zelt is one of the heirs, but is not the administrator of the estate. He added any action Ms. Zelt has taken was on her own and the mobile homes are not supposed to be occupied. He explained as long as they have some assurance from the city concerning the one-year limitation they would be willing to work with the city to remove the trailers that are beyond repair. They could find out within the next 30 days if any are savable. He noted they are just trying to protect the estate, but they do understand the concerns of the neighborhood.

City Attorney Crego asked that the condemnation be tabled for two weeks because there are some unanswered questions. He noted during that time Mr. Lilly will be able to get some final dates on occupancy and visit with Mr. Spriggs to possibly make some agreements as to what can be done.

A motion was made by Councilman Charles Frierson, seconded by Councilwoman Ann Williams, that this matter be Postponed Temporarily . The motion PASSED with the following vote.

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

RES-14:085 RESOLUTION SETTING A PUBLIC HEARING REGARDING THE ABANDONMENT OF UTILITY EASEMENTS LOCATED SOUTH OF SPRING VALLEY DRIVE AS REQUESTED BY MATT RANKIN

Attachments: [Abandonment Plats](#)
[Letter from Planning & Engineering Departments](#)
[Utility Response Letters](#)
[Petition](#)

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

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

Enactment No: R-EN-078-2014

7. UNFINISHED BUSINESS

ORDINANCES ON THIRD READING

ORD-14:034 AN ORDINANCE TO AMEND CHAPTER 117 KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM C-3 TO RM-12 LUO FOR PROPERTY LOCATED AT 401 MCADAMS STREET AS REQUESTED BY DEBRA BARBER

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

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

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

Enactment No: O-EN-034-2014

8. MAYOR'S REPORTS

Mayor Perrin reported on the following items:

They received cost estimates from the Highway Department concerning the Highland Drive overpass project. One estimate came in at \$6.8 million, the other at \$10.2 million. Those estimates including the purchase of right-of-way for both alternatives. They will discuss the estimates with the Highway Department at the next meeting.

They will be leaving for the Municipal League Conference in Little Rock tomorrow and will be there for the rest of the week.

Councilman Moore, Police Chief Michael Yates, Assistant City Attorney Carol Duncan and he met earlier today concerning the alcohol ordinances revisions. He explained that they decided to hold the ordinance revisions due to the possible upcoming election concerning making Craighead County a wet county. They will know in the next two to three weeks whether or not the issue will be on the ballot in November.

COM-14:058 Financial statements for the Airport Commission for the months ending May, 2014

Sponsors: Municipal Airport Commission

Attachments: [Financial statements](#)

This item was Read.

9. CITY COUNCIL REPORTS

Councilman Johnson commended city employees for their work during the recent storm.

Councilman Dover motioned, seconded by Councilman Street, to suspend the rules and place ORD-14:036, RES-14:078 and RES-14:083 on the agenda. All voted aye.

ORD-14:036 AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE AN AGREEMENT WITH ARCHITECTURAL ROOFING & CONSTRUCTION INC FOR THE MIRACLE LEAGUE PROJECT

Sponsors: Finance

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

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

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

A motion was made by Councilman Darrel Dover, seconded by Councilman Chris Moore, that this matter be Passed . The motion PASSED with the following vote:

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

Enactment No: O-EN-035-2014

RES-14:078 A RESOLUTION TO CONTRACT WITH ACADEMY SPORTS FOR SPONSORSHIP OF A SOCCER FIELD AT JOE MACK CAMPBELL PARK

Sponsors: Parks & Recreation

Attachments: [Academy soccer Field Contract](#)

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

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

Enactment No: R-EN-079-2014

RES-14:083

A RESOLUTION TO CONTRACT WITH JONESBORO RADIO GROUP FOR RENTAL OF SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [Jonesboro Radio Group Firework Contract](#)

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

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

Enactment No: R-EN-080-2014

Councilman Woods invited everyone to attend the National Day of Summer Learning at the public library at 10 a.m. on June 19th. Councilwoman Williams will be reading at the event and there will be other attendees from around the state. He thanked Mayor Perrin for the proclamation.

Councilman Moore questioned the price difference in the estimates received from the Highway Department regarding the overpass. Mayor Perrin explained the higher estimate included moving the overpass to the north instead of just going straight. The move would include more real estate to be purchased and the additional construction costs. He further explained the Highway Department typically shows at least two different options for projects.

10. PUBLIC COMMENTS

11. ADJOURNMENT

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

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



Legislation Details (With Text)

File #:	RES-14:084	Version:	1	Name:	Agreement with EAPDD for GIF Grant
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	6/6/2014	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE EAPDD FOR A GIF GRANT FOR THE EMERGENCY RESPONSE SOFTWARE SAFETY PROGRAM				
Sponsors:	Grants, Grants				
Indexes:	Grant				
Code sections:					
Attachments:	Award Letter & Grant Agreement GIF Traffic Lights.pdf				

Date	Ver.	Action By	Action	Result
6/24/2014	1	Finance & Administration Council Committee		

RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE EAPDD FOR A GIF GRANT FOR THE EMERGENCY RESPONSE SOFTWARE SAFETY PROGRAM

Whereas, the City of Jonesboro has been awarded the a GIF Grant in the amount of \$36,000 from EAPDD; and

Whereas, funds will be combined with local funds to procure and purchase Emergency Response Software for 12 Fire Frontline Fire Trucks and 18 main traffic lights.

Therefore, be it resolved by City Council of the City of Jonesboro that:

Section 1: The City of Jonesboro will enter into agreement with the EAPDD for said program; and

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



June 2, 2014

City of Jonesboro
P.O. Box 1845
Jonesboro, AR 72403

Dear Heather Clements:

The East Arkansas Planning & Development District (EAPDD) Board of Directors approved your 2013 General Improvement Fund (GIF) application on 5/29/2014. The application to City of Jonesboro in the amount of \$36,000 was approved for the following purpose:

Emergency Response Software Safety Program

All grant activity for the project will be tracked and reported under **2013-58-08**. Please note all funds should be expended within two years of 5/29/2014.

A Grant Agreement has been attached, along with a media agreement, and a copy of the guidelines for approved applications. Please review, sign, and return the **entire** 3 page grant agreement **and** the enclosed media agreement to the following:

Attn: GIF Grant Program
EAPDD
P.O. Box 1403
Jonesboro, AR 72403

Funding may not begin until an executed Grant Agreement is in place. Once a Grant Agreement is executed, funding may begin based upon the instructions laid forth in the enclosed guidelines, or as agreed upon by the Grantee and Grantor on a case-by-case basis.

As administrator of this grant program, EAPDD can work with grant recipients on a press release to announce the awarding of grant funds. If you would like assistance with this, contact the EAPDD office at the number below.

If you have any questions, please do not hesitate to contact Emily Hathcock at 870.932.3957 or email ehathcock@eapdd.com.

Sincerely,

Melissa Rivers
Executive Director
Enclosure

Grantee: City of Jonesboro

Grantee #: 2013-58-08

East Arkansas Planning & Development District
General Improvement Fund Grant Program
Grant Agreement

Grantee: City of Jonesboro

Grant #: 2013-58-08

Grant Amount: \$ 36,000

Purpose: Emergency Response Software Safety Program

GRANTOR

East Arkansas Planning & Development District
PO Box 1403
Jonesboro, AR 72403
Phone: 870.932.3957

GRANTEE

City of Jonesboro
P.O. Box 1845
Jonesboro, AR 72403
Phone: 870.336.7229

1. PURPOSE

This Agreement is entered into by East Arkansas Planning & Development District (EAPDD), herein referred to as Grantor, and City of Jonesboro, herein referred to as Grantee. The Grantor has received General Improvement Funds from the Arkansas General Assembly to be utilized to assist local public governmental jurisdictions and/or non-profit organizations to plan, develop, promote, and/or implement economic and community development projects/activities designed to improve the economic, community and/or social well-being of the citizens of Arkansas. Projects should complement Arkansas's Economic and Community Development Goals and Objects. The Grantee agrees to implement and complete a General Improvement Fund Program project in accordance with the provisions of this Agreement.

2. LEGAL AUTHORITY

By signing this Agreement the Grantee certifies that it possesses legal authority to accept grant funds under the General Improvement Fund program. The act of signing will also certify that the Grantee will comply with all parts of this Agreement, and the Grantee accepts full legal responsibility for properly implementing the project described in the original grant application documents and agrees to expend funds in accordance with the original grant application form.

3. FINANCIAL MANGEMENT AND ACCOUNTING

The Grantee will establish and/or maintain a financial management and accounting system, which conforms to generally accepted accounting principles and complies with requirements of the State Purchasing Law, the General Accounting and Budgetary Procedures Law, and other applicable fiscal control laws of this State and regulations promulgated by the Department of Finance and Administration shall be observed in connection with the utilization of said grant funds.

4. RECORD KEEPING

Grantee will maintain records of all project expenditures on file for a period of three years or until the Grantee's audit for the period in which grant funds were utilized have been conducted. The Grantor and duly authorized officials of the State will have full access and the right to examine any pertinent documents of the Grantee or persons or organizations with which the Grantee may contract, which involve transactions related to this Agreement.

5. REPORTING

The Grantee agrees to provide Grantor with all documentation regarding grant expenditures and a final close-out report within sixty (60) days of project completion on which grant funds have been utilized.

6. INDEMNIFICATION

The Grantee agrees to follow all local and state laws and regulations. Furthermore, the Grantee agrees to hold harmless and indemnify the Grantor from any and all claims, suits, and actions arising from any act, omission, noncompliance, or misuse of grant funds by the Grantee or any employee or agent in the performance of this Grant Agreement.

7. POLITICAL ACTIVITY

No portion of the funds provided hereunder will be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

8. CONFLICT OF INTEREST

The Grantee shall secure all such services in accordance with applicable State law and the provisions of this Agreement, and shall notify the Grantor, in writing, of the method utilized to secure services, the name and address of the services provider(s), the scope of work anticipated, and the terms of compensation. No officer or employee of the Grantor, no member, officer, or employee of the Grantee or its designees or agents, no member of the governing body of the jurisdiction in which the project is undertaken or located, and no other official of such locality or localities who exercises any function or responsibilities with respect to the project during this tenure, will have any personal or pecuniary gain or interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this contract agreement. The Grantee will incorporate, or cause to incorporate, in all such contracts or subcontract a provision prohibiting such interest pursuant to the purpose of this provision. The Grantor reserves the right to waive certain provision of this clause in the event of a situation, once justified as unavoidable by the Grantee, and approved by the Grantor in writing which necessitates such a waiver.

9. METHOD OF PAYMENT

The Grantor shall make payment of authorized grant funds upon proper execution of this Grant Agreement by the Grantee. The Grantor reserves the right to determine the most appropriate distribution of payments, based upon the nature of the approved project. The method of payment may include either a one-time disbursement or a number of cost reimbursements based upon submitted invoices. In no event will the total amount of grant funds to the Grantee for allowable expenses incurred in relation to the project exceed the amount noted on Page 1 of this Agreement as the Grant Amount.

10. PROCUREMENT PROCEDURES

The Grantee agrees to comply with all procurement procedures required by applicable State and Federal laws and will maintain a record of this compliance.

11. MODIFICATIONS

The Grant Agreement may not be modified, without the prior written consent of Grantor and Grantee.

12. WAIVERS

No conditions or provisions of the Agreement may be waived unless approved by the Grantor in writing.

This Agreement is entered into as of the Grantor's signature date below, and is considered to be in effect until the Grantor notifies the Grantee in writing that the Agreement is terminated.

Approved for the Grantor

Approved for the Grantee

BY:

BY:

East Arkansas Planning & Development
District

City of Jonesboro

Melissa Rivers
Executive Director

(Name)
(Title)

Date

Date

Media Agreement for EAPDD GIF Grantees

By signing below, City of Jonesboro acknowledges that we will not coordinate any press releases, public communications, or engage any form of media, regarding this project, until further correspondence is received from East Arkansas Planning & Development District's Communications Department. If you have any questions or concerns, please do not hesitate to contact the Communications Department, at the following address:

ATTENTION:

EAPDD GIF Communications
P.O Box 1403
Jonesboro, AR 72403
870.932.3957
jwright@eapdd.com

Authorized Signature

Date

Please indicate below preferred media outlets, dates for photo opportunities, and locations for photo opportunities.

Media Outlets:

Dates:

Locations:

East Arkansas Planning & Development District – GIF Recommended Practices for Legislators

1. Legislators should provide District with grant recommendation list that includes:
 - a. Applicant Name
 - b. Amount
 - c. Purpose of the grant
2. District cannot process applications without Legislators' recommendations.
3. Applicants will submit applications directly to the District.
4. EAPDD Board of Directors will review and approve submitted and processed applications on a bi-monthly basis. Grant Agreement will be distributed following Board approval.
5. Grant administration will be provided by the District.
6. Closeout documentation for each grant will be required from the Grantee.

East Arkansas Planning & Development District – GIF Guidelines for Grantees

Guidelines for GIF grants under \$5,000.00:

1. Submit a completed application that includes the purpose of requested funds, completed project budget form, quotes or written estimates for items to be purchased, signed certification letter, proposed timeline for completion of project, and any necessary attachments.
2. Upon approval of the application, successful applicants will be required to enter into a contractual agreement with EAPDD prior to funding.
3. Once a Grant Agreement is in place, a check will be issued to the Grantee for the amount noted in the Grant Agreement.
4. Grantee should follow timeline agreed upon in the Grant Agreement for the completion of the project.
5. After funds are dispersed, the Grantee will be required to submit all corresponding receipts and closeout documents to EAPDD.

Guidelines for GIF grants over \$5,000.00:

1. Submit a completed application that includes the purpose of requested funds, completed project budget form, quotes or written estimates for items to be purchased, signed certification letter, proposed timeline for completion of project, and any necessary attachments.
2. Upon approval of the application, successful applicants will be required to enter into a contractual agreement with EAPDD prior to funding.
3. Once a Grant Agreement is in place, Grantee will be required to submit a Request for Payment (RFP) and corresponding invoices for items purchased/services performed to EAPDD for payment. EAPDD will provide an RFP template to be used by the Grantee.
4. Grantee should follow timeline agreed upon in the Grant Agreement for the completion of the project.
5. Grantees shall provide EAPDD with written quotes on projects between \$10,000 and \$50,000.
6. For projects more than \$50,000, EAPDD will require competitive sealed bids. EAPDD will not release any money over \$50,000 until provided with the appropriate documentation showing bids were released.
7. Once a RFP is received and processed, EAPDD will then pay vendors directly and provide proof of payment to Grantee.
8. Upon completion of project and dispersal of all funds, the Grantee will be required to submit all closeout documents to EAPDD.

Guidelines for Procurement:

1. For projects under \$10,000, products and services may be procured without seeking competitive bids or competitive sealed bids. Written quotes or estimates shall be provided to the District by Grantee.
2. For projects and services in which purchase price exceeds \$10,000 and is less than or equal to \$50,000, awards shall be provided through the use of competitive bidding procedures.
3. For projects exceeding \$50,000, products and services shall be awarded through competitive sealed bidding procedures.
4. EAPDD will provide technical assistance in regard to proper procurement procedures for Grantees.



Legislation Details (With Text)

File #: RES-14:087 **Version:** 1 **Name:** Agreement with PMAM Corp. for software
Type: Resolution **Status:** Recommended to Council
File created: 6/11/2014 **In control:** Public Safety Council Committee
On agenda: **Final action:**
Title: A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH PMAM CORPORATION TO OBTAIN HUMAN CAPITAL MANAGEMENT SOFTWARE
Sponsors: Police Department
Indexes: Contract
Code sections:
Attachments: [Contract](#)

Date	Ver.	Action By	Action	Result
6/17/2014	1	Public Safety Council Committee		

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH PMAM CORPORATION TO OBTAIN HUMAN CAPITAL MANAGEMENT SOFTWARE

WHEREAS, the Jonesboro Police Department desires to use the Human Capital Management software provided by PMAM Corporation to manage their workforce, including training and knowledge integration and automated distribution, tracking and acknowledgement for policy updates and tools used in the Performance Appraisal process; and

WHEREAS, said software is available for three years at no cost to the City of Jonesboro, and

WHEREAS, if the City desires to continue using the software after the initial three year period, it is available at the cost of \$1,200 per year;

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

1. The City of Jonesboro approves the Agreement with PMAM Corporation for use of their Human Capital Management Software.
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 this agreement.

Human Capital Management – SaaS License Agreement

1. GENERAL: This Agreement is a legally binding agreement between Jonesboro Police Department, (“JPD”), with its principle offices at 410 Washington, Jonesboro, AR 72401 and PMAM Corporation (“PMAM”) with its principal offices at 5430 LBJ Freeway, Suite 370, Dallas, TX 75240 and governs the terms and conditions that apply to delivery of Software as a Service (“SaaS”) services as described in this Agreement.

2. SERVICE AND USE OF SERVICE: The SaaS is a software application service which PMAM provides via the internet referred to herein as Human Capital Management, (“HCM”). The software is installed at a server at PMAM or at PMAM’s election, at a third party. The service is used via internet or other data connection. PMAM grants to you, the non-exclusive, non-transferrable, and non-sublicensable rights to use the HCM software. This license allows you to use HCM in order to manage your workforce throughout the entire talent and talent management planning process. This license is for use to manage, train, test, assess, and track your internal talent, you may not resell or distribute. This license covers and includes all related interfacing modules that may be used in order to interface HCM with existing onsite applications and processes.

HCM is used to manage your workforce. HCM allows for managing training and knowledge integration, automated distribution, tracking, and acknowledgement for all policy updates, and includes a broad assortment of tools used in the Performance Appraisal process.

3. LICENSE VALIDITY: This license is valid so long as you are current on service fees and have not breached any of your obligations contained in this Agreement.

4. SERVICE FEES: For the first 3 years of service beginning as of the execution date of this agreement there will be a \$0.00 annual fee. An annual service fee of \$1,200.00 will apply and begin as of the 4th full year of service to the City of Jonesboro Police Department and is to be paid 30 day net invoicing due in one annual installment within 30 days of receiving billing at the beginning of the 4th year of service. All fees payable under this Agreement are calculated based on the then current fee schedule as provided by PMAM from time to time. Access to data and services is conditioned upon the timely payment of service fees. All amounts invoiced hereunder are due and payable within 30 days of the date of the invoice.

5. SERVICE AND SUPPORT: The following service and support is included within the annual fee: (a) training will be available to you over the internet and/or in person, and (b) customer service will be available from 8:30 am to 4:30 pm Central Standard Time, Monday through Friday, unless such day is a U.S. Federal or State holiday.

If PMAM carries out an update or upgrade of the HCM software it will be provided to you free of charge. No guarantee is made that updates or upgrades will be available. If you request a proprietary modification to the HCM software, PMAM will provide to you a fee estimate and time estimate for providing the modification if applicable. At PMAM’s election, the HCM software modification shall be available to all of PMAM’s customers.

Human Capital Management – SaaS License Agreement

PMAM also agrees to assist in the transition of data from JPD's current provider and the PMAM system at no charge to the JPD. In order to fulfill this obligation, PMAM may require access to the stated data in order to assist in its transfer and will use commercially reasonable efforts to protect all data.

6. **SOFTWARE OWNERSHIP:** All software and modules and modifications are the sole property of PMAM and all rights not expressly granted to you in this Agreement are reserved by us. PMAM is the owner of title, copyright, and other intellectual property. The software is licensed, not sold. The rights of use in this Agreement refer only to the object code and not to the source code. You may not reverse engineer, decompile, or otherwise disassemble the software. The HCM or the SaaS services may not be copied or modified in any manner by you. This Agreement does not grant to you any rights to trademarks or service marks.

7. **OWNERSHIP OF DATA:** You retain sole ownership of all data entered into HCM during the operation of your business and the lease of the software. We will use commercially reasonable efforts to keep your data protected. Upon request we will provide backups to you for your storage.

8. **DATA PRIVACY:** You and PMAM both agree to maintain and obligate their employees to maintain the confidentiality of all information not generally known relating to this Agreement and HCM or the data of the other party which becomes accessible through the preparation and performance of this Agreement. This obligation will continue during the term of this agreement and after the termination or expiration of this agreement. Notwithstanding the above, the parties understand and agree that the County of Craighead and State of Arkansas Statutes apply.

9. **DATA ACCESS:** PMAM will provide you with 24/7 access to your data at a minimum with 98% uptime, measured monthly, excluding the periods of maintenance, updates, upgrades, modification implementation, and Force Majeure Events (as defined herein). PMAM has the right to suspend or disconnect the service wholly or partly if necessary for repair, upgrade, or maintenance. PMAM will perform maintenance on a regular basis, communicate such maintenance on a reasonable basis, and if possible, communicate in advance and perform the maintenance on off-peak periods. If your data becomes inaccessible due to problems at PMAM's facilities other than during periods of maintenance, updates, upgrades, modification implementation, or a Force Majeure Event, PMAM will refund 1 day of service fees for every hour you are not able to access your data for a maximum of sixty (60) days. Such payment is the sole remedy for failure of any service obligations or other breach of this Agreement by PMAM.

10. **TERMINATION:** There are no cancellation fees. To terminate this Agreement you must provide to PMAM written notice of termination a minimum of 90 days prior to your desired termination date. If you terminate this Agreement, you may receive the unused portion of the pre-paid annual fees prorated over the months remaining of the twelve

Human Capital Management – SaaS License Agreement

months you paid to use the SaaS service; provided that no other fees will be refundable, including, without limitation, modification fees, setup and data conversion fees, and fees for additional or excess services. If you fail to make timely payments or breach any other obligations, PMAM may immediately block access to HCM and upon written notice to you, terminate this Agreement effective immediately.

11. **WARRANTY:** PMAM represents and warrants that it has title and ownership of HCM and has the authority to grant the license hereunder.

12. **DISCLAIMER OF WARRANTY: THE SOFTWARE AND ITS RELATED MATERIAL ARE PROVIDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND, AND PMAM EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE OR THAT THE SOFTWARE WILL MEET ANY CUSTOMER REQUIREMENTS. PMAM DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED UNINTERRUPTED, TIMELY, ERROR FREE OR MALWARE FREE. YOU ACKNOWLEDGE THAT PMAM DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATION FACILITIES. PMAM IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.**

13. **LIABILITY:** PMAM is released from its obligations to perform services under this Agreement if and to the extent that such failure is due to the occurrence of an act, event or condition which was not reasonably foreseeable and/or the consequences of which cannot reasonably be removed or avoided by PMAM, including, without limitation, national emergency, acts of God, strikes or other labor issues, disruption of electrical service, cable or network damage caused by a third party, or natural disasters (a “Force Majeure Event”). PMAM’s liability arising out of or in connection with a defect or failure in service is limited to the correction of the defect or failure or alternatively, the re-performance of the service. **IN NO EVENT WILL PMAM BE RESPONSIBLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGE, LOSS OF PROFIT, LOSS OF USE, UNREALIZED SAVINGS, LOSS OF EARNINGS, OR BUSINESS OR PRODUCTION INTERRUPTION, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES.**

14. **VARIOUS:** This Agreement is governed by the laws of the State of Arkansas without giving effect to the conflict laws rules or choice of laws rules thereof. Venue for any action brought relating to this Agreement or your use of the HCM software shall be proper only in Craighead County, Arkansas. The heading are convenience only and do not effect the terms or provisions hereof. This Agreement may not be assigned by you. This Agreement contains the entire agreement of the parties and supersedes any prior or

PMAM Corporation

Human Capital Management – SaaS License Agreement

contemporaneous agreement or discussion. This Agreement may be amended only by written agreement signed by other parties.

The parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date of execution of the agreement as listed below.

City of Jonesboro

Name: Harold Perrin

Title: Mayor

Signature: _____

Date: _____

PMAM Corporation

Name: Gary Ramey _____

Title: Vice President _____

Signature:  _____

Date: 5-9-2014

Attested by:

Donna Jackson, City Clerk



Legislation Details (With Text)

File #: RES-14:088 **Version:** 1 **Name:** Contract with Total Life Healthcare for JETS services
Type: Resolution **Status:** Recommended to Council
File created: 6/12/2014 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: RESOLUTION AUTHORIZING A CONTRACT BETWEEN JETS AND TOTAL LIFE HEALTHCARE
Sponsors: JETS
Indexes: Contract
Code sections:
Attachments: [Contract](#)

Date	Ver.	Action By	Action	Result
6/24/2014	1	Finance & Administration Council Committee		

RESOLUTION AUTHORIZING A CONTRACT BETWEEN JETS AND TOTAL LIFE HEALTHCARE
WHEREAS, the City of Jonesboro operates a transportation Service for the citizens of the City of Jonesboro and;

WHEREAS, Total Life Healthcare provides a transportation service for its clients and;

WHEREAS, Total Life Healthcare is in need of scheduling services which JETS can provide to allow further services to the citizens of the City of Jonesboro.

NOW THEREFORE BE IT RESOLVED by the City Council for the City of Jonesboro:

Section One: That the City of Jonesboro, through its JETS program shall provide scheduling services to Total Life Healthcare, pursuant to the terms of a contract attached hereto as Exhibit A.

Section Two: That Mayor Harold Perrin and City Clerk Donna Jackson are authorized to execute such documents as are necessary to effectuate this agreement.

CONTRACT FOR SCHEDULING SERVICES

COMES now the City of Jonesboro and enters into a Contract for Scheduling Services with Total Life Healthcare, to-wit:

1. The City of Jonesboro through its JETS System, shall provide transportation scheduling for Total Life Healthcare.
 - a. Total Life Healthcare shall provide before 2:00 p.m. each day a list of clients to be scheduled for transportation the following day. The 2:00 p.m. cutoff time is to be the minimum notice. Transportation can be scheduled up to one week in advance.
 - b. JETS will provide the schedules for the requested trips for the following day and transmit said schedules to Total Life HealthCare by 3:30 p.m.
2. Total Life HealthCare shall pay the sum of two hundred twenty dollars (\$220.00) per month for the scheduling service. In addition, the following software/technology upgrades for year one (1) shall be allocated as follows:
 - a. 7 additional Route Match TS vehicle licenses-Total cost-\$6,475.00 (\$5,180.00 from a JETS grant and \$1,295.00 from TLH)
 - b. 6 additional Route Match TS county GIS licenses-Total cost-\$300. (\$240.00 from a JETS grant and \$60.00 from TLH)
 - c. 1 year Route Match maintenance fee-Total cost-\$1,942. (\$1,553. From a JETS grant and \$389.00 from TLH)
 - d. SQL server upgrade-Total cost \$650.00 (\$520.00 from a JETS grant and \$130.00 from TLH).
3. This contract will automatically extend for an additional year, unless either party gives thirty (30) days notice to terminate. The costs for subsequent years shall be as follows:
 - a. Total Life Health Care shall pay the entire costs of the RouteMatch-Maintenance fee of One Thousand Nine Hundred Forty-two Dollars (\$1,942.00) in the month that JETS receives its invoice from RouteMatch, in no event less than ninety days (90) after the invoice is received by JETS and submitted by JETS to Total Life Healthcare.
 - b. The two thousand six hundred forty dollars (\$2,640.00) scheduling service fee shall continue to be paid at the rate of two hundred twenty dollars (\$220.00) per month for year (2) and for subsequent years, unless this fee is adjusted through an amendment to this contract that is signed by both parties.
4. The contract shall begin on August 1, 2014 and end on July 31, 2015, unless extended for an additional year as set out in paragraph three (3).

ENTERED INTO on this ___ day of _____, 2014.

CITY OF JONESBORO

TOTAL LIFE HEALTHCARE

BY: _____

BY: _____

MAYOR HAROLD PERRIN

ATTEST CITY CLERK DONNA JACKSON



Legislation Details (With Text)

File #:	RES-14:091	Version:	1	Name:	CAPDD for GIF Grant for the Miracle League
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	6/24/2014	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE CAPDD FOR A GIF GRANT FOR THE MIRACLE LEAGUE				
Sponsors:	Grants				
Indexes:	Contract				
Code sections:					
Attachments:	CAPDD Grant Agreement for ML.pdf				

Date	Ver.	Action By	Action	Result
6/24/2014	1	Finance & Administration Council Committee		

RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE CAPDD FOR A GIF GRANT FOR THE MIRACLE LEAGUE
WHEREAS, the City of Jonesboro has been awarded a GIF Grant in the amount of \$50,000 from CAPDD; and
WHEREAS, funds will be utilized for the Miracle League of Jonesboro project.

Therefore, be it resolved by City Council of the City of Jonesboro that:

SECTION 1: The City of Jonesboro will enter into agreement with the CAPDD for said program; and

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



CENTRAL ARKANSAS

Planning & Development District, Inc.

Serving The
Counties of:
❖ FAULKNER
❖ LONOKE
❖ MONROE
❖ PRAIRIE
❖ PULASKI
❖ SALINE

Harold Perrin, Mayor
City of Jonesboro
300 S. Church Street
Jonesboro, AR 72403

Re: General Improvement Funds through CAPDD Act 1518 of 2013

Dear Mayor Perrin:

Congratulations! The Central Arkansas Planning and Development District's Board of Directors has approved your grant application for General Improvement Funding to construct Miracle League Sports Field and Playground for Special Needs Community. Leigh Ann Pool has been assigned as your CAPDD grant contact for the duration of this project. For grant management and communication purposes, your grant # is **CA1518-4-068**, please include this number on all correspondence.

The Grant Agreement Document of which two are enclosed, will serve as the basis for the management of this grant. *Please sign both copies, keep one for your records and send the other signed copy back to your CAPDD grant contact.*

This grant award, as mandated, is an advancement/reimbursable or "as needed" funding basis. Please utilize the "Attachment B" Grant Payment Form to request funding as warranted by progress toward project completion. For an advancement, please attach invoices for the payments that need to be made; for a reimbursement, attach the same information plus proof of payment. In the case of an advancement of funds, unless otherwise arranged, CAPDD will make the payments directly to the vendors who have invoiced your organization and provide a copy to you for your records.

The attached CAPDD General Improvement Fund Grant Project Closeout Letter must be dated, signed and returned to your assigned CAPDD grant contact *when your project is complete.*

Sincerely,


Rodney Larsen
Executive Director

CC: Speaker Davy Carter

Attachments: CAPDD GIF Grant Agreement
CAPDD GIF Grant Payment Form
CAPDD GIF Grant Closeout Letter

902 N. Center Street • P.O. Box 300 • Lonoke, Arkansas 72086
Phone 501-676-2721 ☎ FAX 501-676-5020 ☎ TDD Only: 711
Equal Opportunity Employer / Programs



Central Arkansas Planning & Development District, Inc.
General Improvement Fund Grant Program
Grant Agreement

Grantee: City of Jonesboro

Grant #: CA1518-4-068

Grant Amount: \$ 50,000 Purpose: to construct Miracle League Sports Field and Playground for Special Needs Community

GRANTOR

**Central Arkansas Planning and Development District,
Inc.
P.O. Box 300
Lonoke, AR 72086
Phone: (501) 676-2721**

GRANTEE

**City of Jonesboro
300 S. Church Street
Jonesboro, AR 72403
Phone: (870)3367229**

1. PURPOSE

This Agreement is entered into by Central Arkansas Planning and Development District, Inc. (CAPDD), herein referred to as Grantor, and City of Jonesboro, herein referred to as Grantee. The Grantor has received General Improvement Funds from the Arkansas General Assembly under Act 1518 of 2013 to be utilized to assist local, public, governmental jurisdictions and/or non-profit organizations to plan, develop, promote and/or implement economic and community development projects/activities designed to improve the economic, community and/or social well-being of the citizens of Arkansas. The Grantee agrees to implement and complete a General Improvement Fund Program project in accordance with the provisions of this Agreement.

2. LEGAL AUTHORITY

By signing this Agreement the Grantee certifies that it possesses legal authority to accept grant funds under the General Improvement Fund program. The act of signing will also certify that the Grantee will comply with all parts of this Agreement, and the Grantee accepts full legal responsibility for properly implementing the project described in the original grant application documents and agrees to expend funds on items requested and itemized in the original grant application form.

3. FINANCIAL MANAGEMENT AND ACCOUNTING

The Grantee will establish and/or maintain a financial management and accounting system, which conforms to generally accepted accounting principles and complies with requirements of the State Purchasing Law, the General Accounting and Budgetary Procedures Law, and other applicable fiscal control laws of the State of this State and regulations promulgated by the Department of Finance and Administration shall be observed in connection with the utilization of said grant funds.

4. RECORDKEEPING

Grantee will maintain records of all project expenditures on file for a period of three years or until the Grantee's audit for the period in which grant funds were utilized have been conducted. The Grantor and duly authorized officials of the State will have full access and the right to examine any pertinent documents of the Grantee or persons or organizations with which the Grantee may contract, which involve transactions related to this Agreement.

5. REPORTING

The Grantee agrees to provide Grantor with a final close-out report within sixty (60) days of project completion on which grant funds have been utilized, (See Attachment "A" - Closeout Form).

6. TERM

Grantee shall complete the expenditure of funds and implementation of the project within twelve (12) months after the date of the grant award, as noted herein. If Grantee is unable to complete the project within the 12 month period, due to circumstances beyond their control, an extension may be granted. Grantees should request an extension in writing to the Grantor.

7. INDEMNIFICATION

The Grantee agrees to follow all local and state laws and regulations.

8. METHOD OF PAYMENT

The Grantor shall make payment of authorized grant funds upon proper execution of this Grant Agreement by the Grantee. In no event will the total amount of grant funds to the Grantee for allowable expenses incurred in relation to the project exceed the amount noted on Page 1 of this Agreement as the Grant Amount.

For grants awarded for \$20,000 or more, the Grantee will receive grant funds on a reimbursement or advancement basis as often as needed. State Procurement Laws must be followed. (See Attachment "B" – Grant Payment Form).

9. MODIFICATIONS

The Grant Agreement may be modified, at the discretion of the Grantor, only with prior written notification from the Grantee. The Grantee will be notified, in writing, of the decision of the Grantor.

Approved for the Grantor


Approved for the Grantee

BY:

BY:

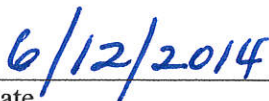
CENTRAL ARKANSAS PLANNING
AND DEVELOPMENT DISTRICT, INC.

City of Jonesboro



Rodney Larsen,
Executive Director

Harold Perrin,
Mayor



Date

Date



Legislation Details (With Text)

File #:	RES-14:092	Version:	1	Name:	Agreement with HUD to implement 2014 Action Plan
Type:	Resolution	Status:			Recommended to Council
File created:	6/24/2014	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT TO IMPLEMENT THE FY 2014 CDBG ACTION PLAN				
Sponsors:	Grants				
Indexes:	Contract				
Code sections:					
Attachments:	CDBG Action Plan 2014 Grant Agreement.pdf				

Date	Ver.	Action By	Action	Result
6/24/2014	1	Finance & Administration Council Committee		

RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT TO IMPLEMENT THE FY 2014 CDBG ACTION PLAN

WHEREAS, the City of Jonesboro has been awarded its annual allocations for the FY 2014-15 CDBG Action Plan in the amount of \$573,150; and

WHEREAS, said grant is 100% federally funded and there is no local match required; and

WHEREAS, the CDBG FY 2014 Action Plan was approved by City Council of Jonesboro on April 1, 2014 via RES-14:034.

Therefore, be it resolved by City Council of the City of Jonesboro that:

SECTION 1: The City of Jonesboro will enter into agreement with the Department of Housing and Urban Development for implementation of the FY 2014 Action Plan; and

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



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Little Rock Field Office, Region VI
Office of the Field Office Director
425 West Capitol Avenue, Suite 1000
Little Rock, AR 72201
Phone (501) 918-5700 - Fax (501) 324-6142
www.hud.gov espanol.hud.gov

June 18, 2014

The Honorable Harold Perrin
Mayor, City of Jonesboro
P. O. Box 1845
Jonesboro, AR 72403

Dear Mayor Perrin:

I am pleased to inform you of your community's Fiscal Year (FY) 2014 allocations for the Office of Community Planning and Development's (CPD) formula programs, which provide funding for housing, community and economic development activities, and assistance for low- and moderate-income persons and special populations across the country. The Program Year for these funds begins on July 1, 2014. Your community's FY 2014 available amount is:

Community Development Block Grant (CDBG) \$573,150

HUD noted that the Consolidated Plan/Annual Action Plan submitted for the use of these funds provided the actual amount listed above for CDBG. Enclosed are four copies of the Grant Agreement and Funding Approval form that have been executed by this office. This document constitutes the contract between the U. S. Department of Housing and Urban Development (HUD) and the City of Jonesboro for the CDBG program. Please sign all copies. After execution, please return three copies to this office as soon as possible. The fourth copy should be retained in the City's files.

You are reminded that certain activities are subject to the provisions of 24 CFR Part 58 (Environmental Review Procedures for the Community Development Block Grant Program). Funds for such activities may not be obligated or expended unless HUD has approved a release of funds in writing. A request for release of funds must be accompanied by an environmental certification.

The Consolidated Plan/Annual Action Plan includes funds for the planning or construction of water or sewer facilities which are subject to review under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing rules at 24 CFR Part 52. The Consolidated Plan was submitted to the State Clearinghouse for review on May 14, 2014, pursuant to E.O. 12372. When there are no comments provided that will require accommodation, HUD may release funds for the covered activities.

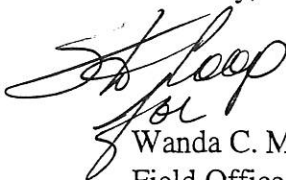
In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning Dun and Bradstreet Data Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the *Financial Assistance Use of Universal Identifier and Central Contractor Registration*, 75 Fed. Reg. 55671 (Sep. 14, 2010) (to be codified at 2 CFR part 25) and Appendix A to Part 170 of the *Requirements for Federal Funding and Accountability and Transparency Act Implementation*, 75 Fed. Reg. 55663 (Sept. 14, 2010) (to be codified at 2 CFR part 170).

CPD has moved rapidly to implement the OneCPD technical assistance process. Under OneCPD, technical assistance adopts a place-based strategy with the goal of improving the ability of grantees to understand their local market conditions, set goals, and design and effectively carry out their housing and community development programs. HUD encourages your continued use of this available resource.

HUD again urges grantees to consider the needs of returning veterans and their families in the design and administration of these formula programs. Our fellow Americans have served our nation on the battlefields of Iraq and Afghanistan and seemingly countless other places around the globe. Many veterans are returning to our communities with wounds and injuries that may make it difficult for them to find housing or support themselves and/or their families. I ask that you consider their sacrifice and ensure that these men and women receive every appropriate consideration in the use of these funds at the local level.

CPD looks forward to working with you in a true partnership to successfully meet the challenges we face in FY 2014. On behalf of the Department, I wish the City of Jonesboro much success in the use of these resources to implement the City's community development initiatives. If you have questions, or if we may be of assistance to the City in the implementation of its CDBG Program, please contact me on (501) 918-5700, or Chandra Taylor, Community Planning and Development Representative, on (501) 918-5737.

Sincerely,



Wanda C. Merritt
Field Office Director

Enclosures

cc:

Ms. Heather Clements

Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)
 HI-00515R of 20515R

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Community Development Block Grant Program

OMB Approval No.
 2506-0193 (exp 1/31/2015)

1. Name of Grantee (as shown in item 5 of Standard Form 424) City of Jonesboro		3a. Grantee's 9-digit Tax ID Number: 71-6013749	3b. Grantee's DUNS Number: 073540288	4. Date use of funds may begin (mm/dd/yyyy): 07/01/2014
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) P. O. Box 1845 Jonesboro, AR 72403		5a. Project/Grant No. 1 B-14-MC-05-0012		6a. Amount Approved \$573,150
		5b. Project/Grant No. 2		6b. Amount Approved
		5c. Project/Grant No. 3		6c. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions/addendums, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Clinton E. Johnson		Grantee Name The Honorable Harold Perrin	
Title Director, Community Planning and Development		Title Mayor, City of Jonesboro	
Signature 	Date (mm/dd/yyyy) 6-18-2014	Signature	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action (check only one) <input checked="" type="checkbox"/> a. Entitlement, Sec 106(b) <input type="checkbox"/> b. State-Administered, Sec 106(d)(1) <input type="checkbox"/> c. HUD-Administered Small Cities, Sec 106(d)(2)(B) <input type="checkbox"/> d. Indian CDBG Programs, Sec 106(a)(1) <input type="checkbox"/> e. Surplus Urban Renewal Funds, Sec 112(b) <input type="checkbox"/> f. Special Purpose Grants, Sec 107 <input type="checkbox"/> g. Loan Guarantee, Sec 108	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy) 04/11/2014	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number	
		9b. Date Grantee Notified (mm/dd/yyyy) 06/04/2014		
		9c. Date of Start of Program Year (mm/dd/yyyy) 07/01/2014		
11. Amount of Community Development				
Block Grant		FY ()	FY ()	FY (14)
a. Funds Reserved for this Grantee				\$573,150
b. Funds now being Approved				\$573,150
c. Reservation to be Cancelled (11a minus 11b)				-0-

12a. Amount of Loan Guarantee Commitment now being Approved	12b. Name and complete Address of Public Agency
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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Addendum to form HUD-7082

- In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and Central Contractor Registration, and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.
- The Grantee or unit of general local government that that indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.



Legislation Details (With Text)

File #: RES-14:093 **Version:** 1 **Name:** Sale of property to Jeremy Moore
Type: Resolution **Status:** Recommended to Council
File created: 6/24/2014 **In control:** City Council
On agenda: 7/1/2014 **Final action:**
Title: RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, AUTHORIZING THE MAYOR AND CITY CLERK TO SELL PROPERTY LOCATED AT 1300, 1302, 1304, 1308, 1312, 1314, 1316 OAKHURST, AND 107 S. FLOYD STREET, JONESBORO, ARKANSAS TO JEREMY MOORE
Sponsors: Mayor's Office
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, AUTHORIZING THE MAYOR AND CITY CLERK TO SELL PROPERTY LOCATED AT 1300, 1302, 1304, 1308, 1312, 1314, 1316 OAKHURST, AND 107 S. FLOYD STREET, JONESBORO, ARKANSAS TO JEREMY MOORE

WHEREAS, THE CITY OF JONESBORO, ARKANSAS DESIRES TO SELL AND DID ADVERTISE THE PROPERTY AT 1300,1302,1304,1308,1312,1314,1316 OAKHURST AND 107 S. FLOYD FOR SALE; AND

WHEREAS, JEREMY MOORE DESIRES TO PURCHASE PROPERTY AT 1300,1302,1304,1308,1312,1314,1316 OAKHURST, AND 107 S.FLOYD STREET, OWNED BY THE CITY OF JONESBORO, ARKANSAS AND BEING MORE DESCRIBED AS FOLLOWS, TO-WIT:

LOTS 1,2,6,7,8 OF BLOCK D OF OAKHURST ADDITION AND LOTS 3&4 OF REVISED LOTS 3&4 (A REPLAT OF LOTS 3,4,&5) OF BLOCK D OF OAKHURST ADDITION AND A PART OF LOT 4 OF COBB'S SURVEY OF PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 14 NORTH, RANGE 3 EAST DESCRIBED IN BOOK 769, PAGE 410.)

WHEREAS, IT IS IN THE BEST INTEREST OF THE CITY OF JONESBORO THAT SAID PROPERTY BE SOLD TO JEREMY MOORE FOR THE SUM OF \$50,234.00.

WHEREAS, PREVIOUSLY RES. 14:068 WAS ADOPTED WITH A TYPOGRAPHICAL ERROR.

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

SECTION 1: THE MAYOR AND CITY CLERK ARE HEREBY AUTHORIZED TO EXECUTE THE DOCUMENTS NECESSARY TO COMPLETE THIS TRANSACTION AND ACCEPT THE PURCHASE PRICE OF \$50,234.00 DUE AND PAYABLE AT THE TIME OF CLOSING BY THE BUYER.

SECTION 2: THAT THIS RESOLUTION IS INTENDED TO CORRECT RESOLUTION 14:068, TO CORRECT TYPOGRAPHICAL ERRORS IN THE PREVIOUS RESOLUTION.



Legislation Details (With Text)

File #: ORD-14:035 **Version:** 1 **Name:** Amend the 2013 budget ordinance
Type: Ordinance **Status:** First Reading
File created: 6/3/2014 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: AN ORDINANCE TO AMEND THE 2013 BUDGET ORDINANCE FOR THE CITY OF JONESBORO
Sponsors: Finance
Indexes: Budget amendment
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
6/17/2014	1	Finance & Administration Council Committee	Recommended to Council	Pass

AN ORDINANCE TO AMEND THE 2013 BUDGET ORDINANCE FOR THE CITY OF JONESBORO
BE IT ORDAINED by the City Council for the City of Jonesboro, Arkansas that:

SECTION ONE: Budget Ordinance # 12:065 adopted December 18, 2012, as amended during 2013 is further amended by the increase in budget expenditures as follows:

Police Department in the amount of 759,000.
Fire Department in the amount of 929,000.
Inspection Department in the amount of 8,500.
City Attorney in the amount of 5,500.
Library Department in the amount of 247,500.
Parking Department in the amount of 21,500.
Softball Department in the amount of 10,500.
Outside Agency Department in the amount of 61,000.
General Administrative Department in the amount of 146,500.
City Council in the amount of 4,000.
Advertising and Promotion Fund in the amount of 333,000.
Cemetery Fund in the amount of 30,000.

SECTION 2: This ordinance being necessary for the financial continuity of the City of Jonesboro is hereby declared to be an emergency and shall take effect from and after its passage.



Legislation Details (With Text)

File #:	ORD-14:037	Version:	1	Name:	Contract with Associated Engineering for cemetery mapping services
Type:	Ordinance	Status:		Status:	First Reading
File created:	6/3/2014	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:			
Title:	AN ORDINANCE TO ENTER INTO AN AGREEMENT WITH ASSOCIATED ENGINEERING AND TESTING, LLC FOR LAND SURVEYING AND MAPPING SERVICES AT OAKLAWN CEMETERY AND NETTLETON CEMETERY				
Sponsors:	Finance, Engineering				
Indexes:	Contract				
Code sections:					
Attachments:	Agreement				

Date	Ver.	Action By	Action	Result
6/24/2014	1	Finance & Administration Council Committee		

AN ORDINANCE TO ENTER INTO AN AGREEMENT WITH ASSOCIATED ENGINEERING AND TESTING, LLC FOR LAND SURVEYING AND MAPPING SERVICES AT OAKLAWN CEMETERY AND NETTLETON CEMETERY

WHEREAS, The City of Jonesboro owns and maintains Oaklawn and Nettleton Cemeteries.

WHEREAS, the City of Jonesboro wishes to have land surveying and mapping services conducted on Oaklawn and Nettleton Cemeteries for the purpose of establishing a high accuracy GIS map of each cemetery to effectively manage the grave site ownership information and to be able to update the database when graves are used or sold.

WHEREAS, Associated Engineering and Testing, LLC has submitted a proposal for land surveying and mapping services necessary for the purpose of establishing a high accuracy GIS map of Oaklawn and Nettleton Cemeteries and the City of Jonesboro wishes to enter into this agreement.

WHEREAS, 100% of the funding for the execution of the agreement, in the amount of \$54,685.00, shall come from the Cemetery Fund and shall be paid in accordance with the agreement.

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

Section One: The City of Jonesboro shall enter into an agreement with Associated Engineering and Testing, LLC for land surveying and mapping services at Oaklawn and Nettleton Cemeteries.

Section Two: The funding for the execution of this agreement in the amount of \$54,685.00 shall come from the Cemetery Fund.

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

**CITY OF JONESBORO
AGREEMENT FOR LAND SURVEYING SERVICES
SURVEYING OF OAKLAWN AND NETTLETON CEMETERIES**

This Agreement entered into and executed this _____ day of _____ 2014, by and between the City of Jonesboro (the City) acting by and through its Mayor and Associated Engineering and Testing, LLC (AET).

Whereas, the City of Jonesboro is planning to have land surveying and mapping services conducted on Oaklawn and Nettleton Cemeteries for the purpose of establishing a high accuracy GIS map of each cemetery.

Now therefore, it is considered to be in the best public interest for the City of Jonesboro to obtain assistance of AET's organization in connection with said land surveying and mapping services. In consideration of the faithful performance of each party of the mutual covenants and agreements set forth hereinafter, it is mutually agreed as follows:

The City of Jonesboro agrees to employ AET to perform, and AET agrees to perform professional land surveying and mapping services in connection with the project set forth in the sections to follow; and The City of Jonesboro agrees to pay and AET agrees to accept, as specified in the sections to follow as full and final compensation for work accomplished in the specified time.

1. Introduction

The City of Jonesboro needs a digital (GIS) map of the cemeteries in order to effectively manage the grave site ownership information and to be able to update the database when grave sites are used or sold.

The creation of a high-accuracy GIS map is the framework for a grave site owner management system. When this GIS project is complete the City will be able to use it to link all available records and deeds to the precise location on the ground for each individual grave site.

2. Proposed Basic Scope of Services

1. Perform survey of entire boundary for each cemetery.
2. Tie-in existing grave site headstones and/or markers at each cemetery.
3. Coordinate radar data with survey data for each cemetery.
4. Prepare grave site/block layout plan for each cemetery.
5. Prepare drawings with attribute polygons to be imported into City GIS.
6. Prepare plat drawing for recording for each cemetery.
7. Coordinate with City and set block corners (approximately 400 corners).
8. Coordination and supervision.
9. Provide material - 400 - 4-1/2" stainless steel disk with 10" X 5/8" carriage bolts.

4. Time of Beginning and Completion

AET shall begin work under this Agreement within ten (10) days of notice to proceed and shall complete the work by December 31, 2014.

5. Compensation

Fee – Scope of Services in Items 2.1 through 2.9 **\$54,685.00**

Total Fee – Direct Labor and Materials: **\$54,685.00**

6. Changes

The City of Jonesboro may at any time, by written order, make changes within the general scope of the contract in the work and services to be performed. If any such changes causes an increase or decrease in the cost of, or the time required for, performance of this contract, an equitable increase or decrease shall be made in the contract amount, including fee or time of required performance, or both, and the contract shall be modified in writing accordingly.

Changes, modifications of amendments in scope, price or fee to this contract shall not be allowed without a formal contract amendment approved by the Mayor or the City Council in advance of the change in scope, price or fees.

7. Postponement or Cancellation of the Contract

It is understood that the City of Jonesboro will have the right to suspend or cancel the work at any time.

A. Postponement – should The City of Jonesboro, for any reason whatsoever, decide to postpone the work at any time, The City of Jonesboro will notify AET, who will immediately suspend work. Should the City of Jonesboro decide during such suspension not to resume the work, or should such suspension not be terminated within a year, the work shall be canceled as hereinafter provided.

B. Cancellation – Should The City of Jonesboro, for any reason whatsoever, decide to cancel or to terminate the use of AET's services, The City of Jonesboro will give written notice thereof to AET, who will immediately terminate the work. If The City of Jonesboro so elects, AET may be instructed to bring reasonable stage of completion to those items whose value would otherwise be lost. AET shall turn over all data, charts, survey notes, figures, drawings and other records or information collected or produced hereunder whether partial or complete. Upon such termination of AET services, AET shall be paid on a proportional amount of the total fees, less prior partial payments, based on the ratio of work done to the total amount of work to be performed.

8. Additional Services

Additional services requested by the Mayor or the City Council not identified in the scope of work will be performed in accordance with the hourly rate schedule or an amendment to the contract can be executed for an amount agreeable to both parties.

**Standard Fee Schedule
For Engineering/Surveying Services**

Principal	160.00
Registered Surveyor	80.00
CADD/Drafting	65.00
Calc's/Setup	50.00
Survey Technician	40.00
GPS Survey Crew	165.00
4-Man Survey Crew	130.00
3-Man Survey Crew	110.00
2-Man Survey Crew	105.00

These rates include all direct and indirect payroll cost, overhead, and profit. Other direct expenses not included in the above rates, such as printing, reproduction, transportation, per diem and lodging, etc. will be invoiced at actual cost.

In Witness Whereof, the parties hereto have made and executed this Agreement as of the day and year first above written.

The City of Jonesboro
Mayor Harold Perrin



Associated Engineering & Testing, LLC
Kenneth L. Scrape, Managing Partner

ATTEST: Donna Jackson
City Clerk



Legislation Details (With Text)

File #:	ORD-14:038	Version:	1	Name:	Adopting 2010 ADA Standard Code technical code
Type:	Ordinance	Status:		Status:	First Reading
File created:	6/4/2014	In control:		In control:	Public Safety Council Committee
On agenda:	6/17/2014	Final action:		Final action:	
Title:	AN ORDINANCE ADOPTING BY REFERENCE A CERTAIN TECHNICAL CODE 2010 ADA STANDARD CODE TO THE JONESBORO CODE OF ORDINANCES AND DECLARING AN EMERGENCY FOR IMMEDIATE PUBLIC COMPLIANCE				
Sponsors:	Inspections				
Indexes:	Technical Code				
Code sections:					
Attachments:	2010ADASTandards				

Date	Ver.	Action By	Action	Result
6/17/2014	1	Public Safety Council Committee		

AN ORDINANCE ADOPTING BY REFERENCE A CERTAIN TECHNICAL CODE 2010 ADA STANDARD CODE TO THE JONESBORO CODE OF ORDINANCES AND DECLARING AN EMERGENCY FOR IMMEDIATE PUBLIC COMPLIANCE

WHEREAS, The City Council of the City of Jonesboro, Arkansas desires to ensure that the City is operating under the most current and accurate laws regarding ADA codes; and

WHEREAS, The City Council shall adopt by reference a certain technical code entitled 2010 Arkansas ADA Standard Code, and all future amendments and/or editions which may follow, to establish and clarify requirements so as to safeguard the life, health and public welfare and the protection of property within the City of Jonesboro, Arkansas; and

WHEREAS, the City of Jonesboro Inspections Department has reviewed said technical code and advertised for public comment on the adoption of named technical code to the Jonesboro Code of Ordinances; and

WHEREAS, the Public Safety committee has addressed all public comments received and has approved said technical code and forwarded said code to City Council for adoption; and

WHEREAS, pursuant to ACA 14-55-207, public notice was given of the City's intent to adopt said technical code by reference, advertised that three (3) copies of the document were on file and available for public review and examination in the Office of City Clerk.

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

SECTION ONE: There is hereby adopted by reference by the City of Jonesboro, Arkansas a certain technical code known as the 2010 ADA Standard Code, less and except those portions that are deleted, modified or amended as specified in this ordinance, and shall be included in the Jonesboro City Code of Ordinances.

SECTION TWO: The 2010 ADA Standard Code shall govern locally and that nothing in this ordinance or in the code hereby adopted shall be constructed to affect any suit or proceeding or existing, under act or ordinance hereby amended as cited , nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION THREE: Due to the need to be in compliance with Arkansas ADA Standard Code, an emergency is declared to exist and this Ordinance being necessary for the immediate preservation of the peace, health, and safety shall be in force and effect immediately upon and after its passage and approval.



Legislation Details (With Text)

File #:	ORD-14:039	Version:	1	Name:	Adopting 2012 existing building code technical code
Type:	Ordinance	Status:		Status:	First Reading
File created:	6/4/2014	In control:		In control:	Public Safety Council Committee
On agenda:	6/17/2014	Final action:		Final action:	
Title:	AN ORDINANCE ADOPTING BY REFERENCE A CERTAIN TECHNICAL CODE 2012 EXISTING BUILDING CODE TO THE JONESBORO CODE OF ORDINANCES AND DECLARING AN EMERGENCY FOR THE PURPOSE OF UPDATING CURRENT CODE FOR IMMEDIATE PUBLIC COMPLIANCE				
Sponsors:	Inspections				
Indexes:	Technical Code				
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
6/17/2014	1	Public Safety Council Committee		

AN ORDINANCE ADOPTING BY REFERENCE A CERTAIN TECHNICAL CODE 2012 EXISTING BUILDING CODE TO THE JONESBORO CODE OF ORDINANCES AND DECLARING AN EMERGENCY FOR THE PURPOSE OF UPDATING CURRENT CODE FOR IMMEDIATE PUBLIC COMPLIANCE

WHEREAS, The City Council of the City of Jonesboro, Arkansas desires to ensure that the City is operating under the most current and accurate laws regarding building codes; and

WHEREAS, The City Council shall adopt by reference a certain technical code entitled 2012 Arkansas Existing Building Code, and all future amendments and/or editions which may follow, to establish and clarify requirements so as to safeguard the life, health and public welfare and the protection of property within the City of Jonesboro, Arkansas; and

WHEREAS, the City of Jonesboro Inspections Department has reviewed said technical code and advertised for public comment on the adoption of named technical code to the Jonesboro Code of Ordinances; and

WHEREAS, the Public Safety committee has addressed all public comments received and has approved said technical code and forwarded said code to City Council for adoption; and

WHEREAS, pursuant to ACA 14-55-207, public notice was given of the City's intent to adopt said technical code by reference, advertised that three (3) copies of the document were on file and available for public review and examination in the Office of City Clerk.

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

SECTION ONE: There is hereby adopted by reference by the City of Jonesboro, Arkansas a certain technical code known as the 2012 Existing Building Code, less and except those portions that are deleted, modified or

amended as specified in this ordinance, and shall be included in the Jonesboro City Code of Ordinances.

SECTION TWO: The 2012 Existing Building Code shall govern locally and that nothing in this ordinance or in the code hereby adopted shall be constructed to affect any suit or proceeding or existing, under act or ordinance hereby amended as cited, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION THREE: Due to the need to be in compliance with Arkansas Building Code, an emergency is declared to exist and this Ordinance being necessary for the immediate preservation of the peace, health, and safety shall be in force and effect immediately upon and after its passage and approval.



Legislation Details (With Text)

File #: ORD-14:040 **Version:** 1 **Name:** Repeal and replace Chapter 105-147 and to repeal ORD-09:010

Type: Ordinance **Status:** First Reading

File created: 6/5/2014 **In control:** Public Safety Council Committee

On agenda: 6/17/2014 **Final action:**

Title: AN ORDINANCE TO REPEAL AND REPLACE CHAPTER 105-147 OF THE JONESBORO CODE OF ORDINANCES, AND TO REPEAL ORDINANCE NO.09:010 AND ADOPTING BY REFERENCE A CERTAIN TECHNICAL CODE ENTITLED THE 2010 ARKANSAS MECHANICAL CODE, AND TO DECLARE AN EMERGENCY FOR THE PURPOSE OF IMMEDIATE PROTECTION OF PUBLIC SAFETY

Sponsors: Inspections

Indexes: Code of Ordinances amendment

Code sections: Chapter 105 - Buildings & Building Regulations

Attachments:

Date	Ver.	Action By	Action	Result
6/17/2014	1	Public Safety Council Committee		

AN ORDINANCE TO REPEAL AND REPLACE CHAPTER 105-147 OF THE JONESBORO CODE OF ORDINANCES, AND TO REPEAL ORDINANCE NO.09:010 AND ADOPTING BY REFERENCE A CERTAIN TECHNICAL CODE ENTITLED THE 2010 ARKANSAS MECHANICAL CODE, AND TO DECLARE AN EMERGENCY FOR THE PURPOSE OF IMMEDIATE PROTECTION OF PUBLIC SAFETY

WHEREAS, The City Council of the City of Jonesboro, Arkansas desires to ensure that the City is Operating under the most current and accurate law regarding the Arkansas Mechanical Code, and

WHEREAS, The City Council shall repeal Ordinance No. 2009-010 and adopt by reference a certain technical code entitled 2010 Arkansas Mechanical Code and all future amendments and/or editions which may follow, to establish and clarify requirements so as to safeguard the life, health and public welfare and the protection of property within the City of Jonesboro, Arkansas.

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

SECTION ONE: That there is hereby adopted by reference by the City of Jonesboro, Arkansas a certain mechanical code known as the 2010 Arkansas Mechanical Code, less and except those portions that are deleted, modified or amended as specified in this ordinance.

SECTION TWO: No less than three (3) copies of the mechanical code shall be on file in the office of the City Clerk of the City of Jonesboro, Arkansas.

SECTION FOUR: All ordinances or parts of ordinances which are contrary to this ordinance are hereby repealed to the extent of such conflict. It is further declared that if any phrase, clause, sentence, paragraph, chapter, title, or section of this code shall be declared unconstitutional, such unconstitutionality shall not affect

any of the remaining phrases, clauses, sentences, paragraphs, chapters, titles and sections of this code.

SECTION FIVE: It is found and declared by the City Council of the City of Jonesboro, Arkansas that this ordinance being necessary for the preservation of the public peace, health and safety, shall take effect and be in full force from and after its' passage and approval.



Legislation Details (With Text)

File #: ORD-14:041 **Version:** 1 **Name:** Amend Code of Ordinances Chapters 105-53 and 105-54 and repeal ORD-97:1727

Type: Ordinance **Status:** First Reading

File created: 6/5/2014 **In control:** Public Safety Council Committee

On agenda: 6/17/2014 **Final action:**

Title: AN ORDINANCE TO AMEND CHAPTERS 105-53 AND 105-54 OF THE JONESBORO CODE OF ORDINANCES, REPEAL ORDINANCE NO.97:1727 AND ADOPTING BY REFERENCE A CERTAIN TECHNICAL CODE ENTITLED THE 2011 NATIONAL ELECTRIC CODE, AND TO DECLARE AN EMERGENCY FOR THE PURPOSE OF THE IMMEDIATE PRESERVATION OF PUBLIC SAFETY

Sponsors: Inspections

Indexes: Code of Ordinances amendment

Code sections: Chapter 105 - Buildings & Building Regulations

Attachments:

Date	Ver.	Action By	Action	Result
6/17/2014	1	Public Safety Council Committee		

AN ORDINANCE TO AMEND CHAPTERS 105-53 AND 105-54 OF THE JONESBORO CODE OF ORDINANCES, REPEAL ORDINANCE NO.97:1727 AND ADOPTING BY REFERENCE A CERTAIN TECHNICAL CODE ENTITLED THE 2011 NATIONAL ELECTRIC CODE, AND TO DECLARE AN EMERGENCY FOR THE PURPOSE OF THE IMMEDIATE PRESERVATION OF PUBLIC SAFETY WHEREAS, The City Council of the City of Jonesboro, Arkansas desires to ensure that the City is Operating under the most current and accurate law regarding the Arkansas State Electrical Code, and

WHEREAS, The City Council shall repeal Ordinance No. 97:1727 and adopt by reference a certain technical code entitled 2011 National Electric code and all future amendments and/or editions which may follow, to establish minimum requirements for safe electrical installations so as to safeguard the life, health and public welfare and the protection of property within the City of Jonesboro, Arkansas.

WHEREAS, pursuant to ACA 14-55-207, public notice was given of the City's intent to adopt said technical code by reference, and advertised that three (3) copies of the document were on file and available for public review and examination in the Office of City Clerk.

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

SECTION ONE: That there is hereby adopted by reference by the City of Jonesboro, Arkansas a certain electrical code known as the 2011 National Electric Code, less and except those portions that are deleted, modified or amended as specified in this ordinance.

SECTION TWO: That Sec. 105-54 shall be repealed and replaced with the following language:

Sec. 105-54. Local exceptions to National Electrical Code.

- (a) The following rules shall govern local conditions and shall be exceptions to the National Electrical Code:

- (1) All commercial buildings, except those listed in the following subsection, shall be wired in conduit with conduit being defined as:
 - a. A properly certified manufactured home being converted for use as a commercial office shall be exempt from the requirements to be wired in metal conduit when said structure shall be occupied on a temporary basis, with temporary being defined as a limited time not to exceed 12 months. Under extenuating circumstance, an appeal for extension of time can be made to the city council for approval.
 - b. Properly certified pre-built off-site portable office buildings, not exceeding 500 square feet shall be exempt from the requirements to be wired in metal conduit, when said structure shall be occupied on a temporary basis, with temporary being defined as a limited time not to exceed 12 months. Under extenuating circumstances, an appeal for extension of time can be made to the city council for approval.
 - c. Any Type 6 wood frame noncommercial accessory buildings to a residential use shall be exempt from the requirements to be wired in metal conduit.
- (2) Overhead service masts shall be rigid conduit or intermediate metallic conduit or PVC.
- (3) Thin wall conduit shall not be used for service entrances.
- (4) PVC conduit may be installed outdoors when it meets the rating required for exposure to outside elements.
- (5) The minimum size of aluminum wire that can be used is No. 2 stranded.
- (6) A master switch or breaker shall be installed on all electric services up to 400 amps. The switch or breaker shall be installed at the entrance of the electric meter and the entrance shall not be concealed. Services over 400 amps shall follow NEC.
- (7) No permit shall be issued for electric service exceeding 200 amps nor for any three phase service until written approval has been issued by the local utility.
- (8) No appliances requiring a separate circuit shall be wired without a permit.
- (9) In residential structures there shall be no more than ten (10) duplex receptacles or lights per each fifteen (15) amp circuit.
- (10) In residential structures there shall be no more than thirteen (13) duplex receptacles or lights per each twenty (20) amp circuit.
- (11) No appliances requiring a separate circuit shall be wired without a permit.

SECTION THREE: No less than three (3) copies of the electrical code shall be on file in the office of the City Clerk of the City of Jonesboro, Arkansas.

SECTION FOUR: All ordinances or parts of ordinances which are contrary to this ordinance are hereby repealed to the extent of such conflict. It is further declared that if any phrase, clause, sentence, paragraph, chapter, title, or section of this code shall be declared unconstitutional, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, chapters, titles and sections of this code.

SECTION FIVE: It is found and declared by the City Council of the City of Jonesboro, Arkansas that this ordinance being necessary for the preservation of the public peace, health and safety, shall take effect and be in full force from and after its' passage and approval.



Legislation Details (With Text)

File #: ORD-14:042 **Version:** 1 **Name:** Abandonment of utility easements located south of Spring Valley Drive

Type: Ordinance **Status:** First Reading

File created: 6/18/2014 **In control:** City Council

On agenda: **Final action:**

Title: ORDINANCE TO VACATE AND ABANDON AN UNIMPROVED TWENTY FEET (20') WIDE & A TEN (10') FEET WIDE UTILITY EASEMENT LOCATED SOUTH OF SPRING VALLEY DRIVE AS REQUESTED BY MATT RANKIN

Sponsors:

Indexes:

Code sections:

Attachments: [Abandonment Plats](#)
[Petition](#)
[Utility Repsonse Letters](#)
[Planning & Engineering Letter](#)

Date	Ver.	Action By	Action	Result
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ORDINANCE TO VACATE AND ABANDON AN UNIMPROVED TWENTY FEET (20') WIDE & A TEN (10') FEET WIDE UTILITY EASEMENT

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

SECTION 1: The City of Jonesboro Arkansas hereby releases, vacates and abandons all its rights together with the rights of the public generally, in and to the UTILITY easement designated as follows:

LEGAL DESCRIPTION:

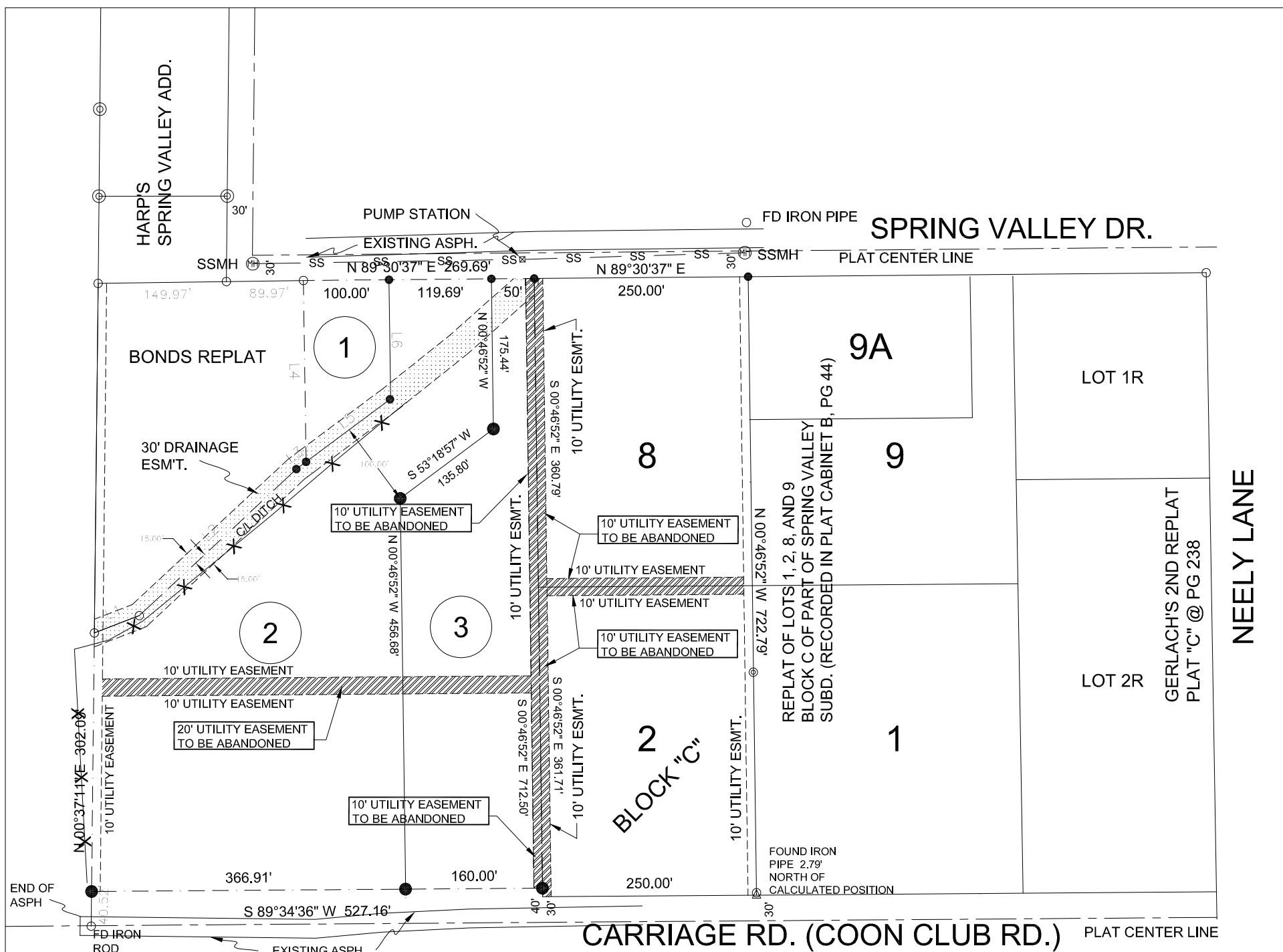
A twenty (20') feet utility easement across lots 2 & 3 and a ten (10') feet utility easement along and parallel to the east property line of lot 3, of the DG Brookland, LLC Replat of Lots 3, 4, & 7 of Spring Valley Subdivision in the City of Jonesboro, recorded in the Circuit Clerk's office of Craighead County, Book 'C' Page 247 in the Craighead County Courthouse located in Jonesboro, Arkansas.

A ten (10') feet utility easement along and parallel to the west and the north property lines of lot 2 of Replat of Part of Spring Valley Subdivision in the City of Jonesboro, recorded in the Circuit Clerk's office of Craighead County, Book 'A' Page 25 in the Craighead County Courthouse located in Jonesboro, Arkansas.

A ten (10') feet utility easement along and parallel to the west, and the south property lines of lot 8 of Replat of Part of Spring Valley Subdivision in the City of Jonesboro, recorded in the Circuit Clerk's office of Craighead County, Book 'A' Page 25 in the Craighead County Courthouse located in Jonesboro, Arkansas.

SECTION 2: A copy of the ordinance 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.

SECTION 3: The City Council of the City of Jonesboro, Arkansas, finds and declares that the above utility easement is not necessary for the general benefit and welfare of the public; that the owner of all the property abutting the above utility easement is in favor of the closure and vacation of the above utility easement and that therefore, an emergency is declared to exist and this ordinance shall take effect and be in full force from and after its passage and approval.



A TWENTY (20') FEET UTILITY EASEMENT ACROSS LOTS 2 & 3 AND A TEN (10') FEET UTILITY EASEMENT ALONG AND PARALLEL TO THE EAST PROPERTY LINE OF LOT 3, OF THE DG BROOKLAND, LLC REPLAT OF LOTS 3, 4, & 7 OF SPRING VALLEY SUBDIVISION IN THE CITY OF JONESBORO, RECORDED IN THE CIRCUIT CLERK'S OFFICE OF CRAIGHEAD COUNTY, BOOK 'C' PAGE 247

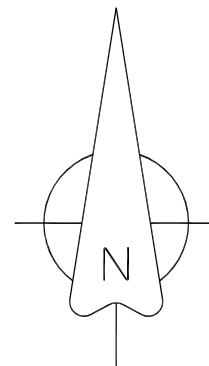
A TEN (10') FEET UTILITY EASEMENT ALONG AND PARALLEL TO THE WEST AND THE NORTH PROPERTY LINES OF LOT 2 OF REPLAT OF PART OF SPRING VALLEY SUBDIVISION IN THE CITY OF JONESBORO, RECORDED IN THE CIRCUIT CLERK'S OFFICE OF CRAIGHEAD COUNTY, BOOK 'A' PAGE 25

TEN (10') FEET UTILITY EASEMENT ALONG AND PARALLEL TO THE WEST, AND THE SOUTH PROPERTY LINES OF LOT 8 OF REPLAT OF PART OF SPRING VALLEY SUBDIVISION IN THE CITY OF JONESBORO, RECORDED IN THE CIRCUIT CLERK'S OFFICE OF CRAIGHEAD COUNTY, BOOK 'A' PAGE 25

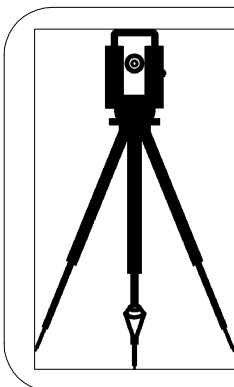
SURVEYOR'S CERTIFICATION:

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

H&S HIME PROFESSIONAL SURVEYING SERVICES
2619 CARAWAY RD. STE. "D"
JONESBORO, ARKANSAS 72401

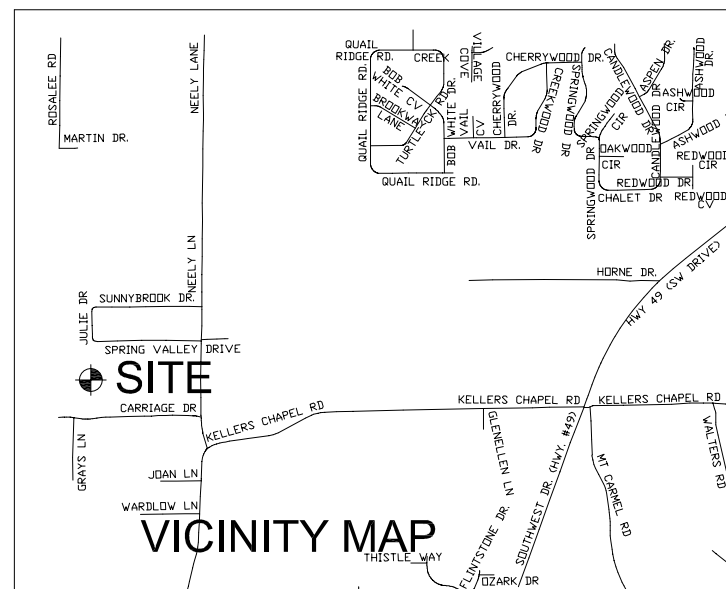


BEARINGS ARE SPC GRID
AS PER GPS OBSERVATION
CONVERGENCE ANGLE 0°54'33.91"



H&S HIME PROFESSIONAL SURVEYING SERVICES
2619 CARAWAY RD - STE. "D"
JONESBORO, ARKANSAS 72401

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



ABANDONMENT PLAT

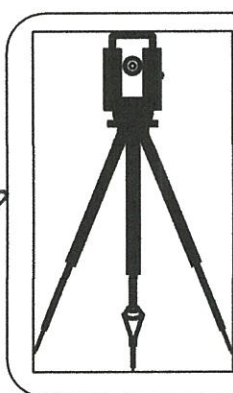
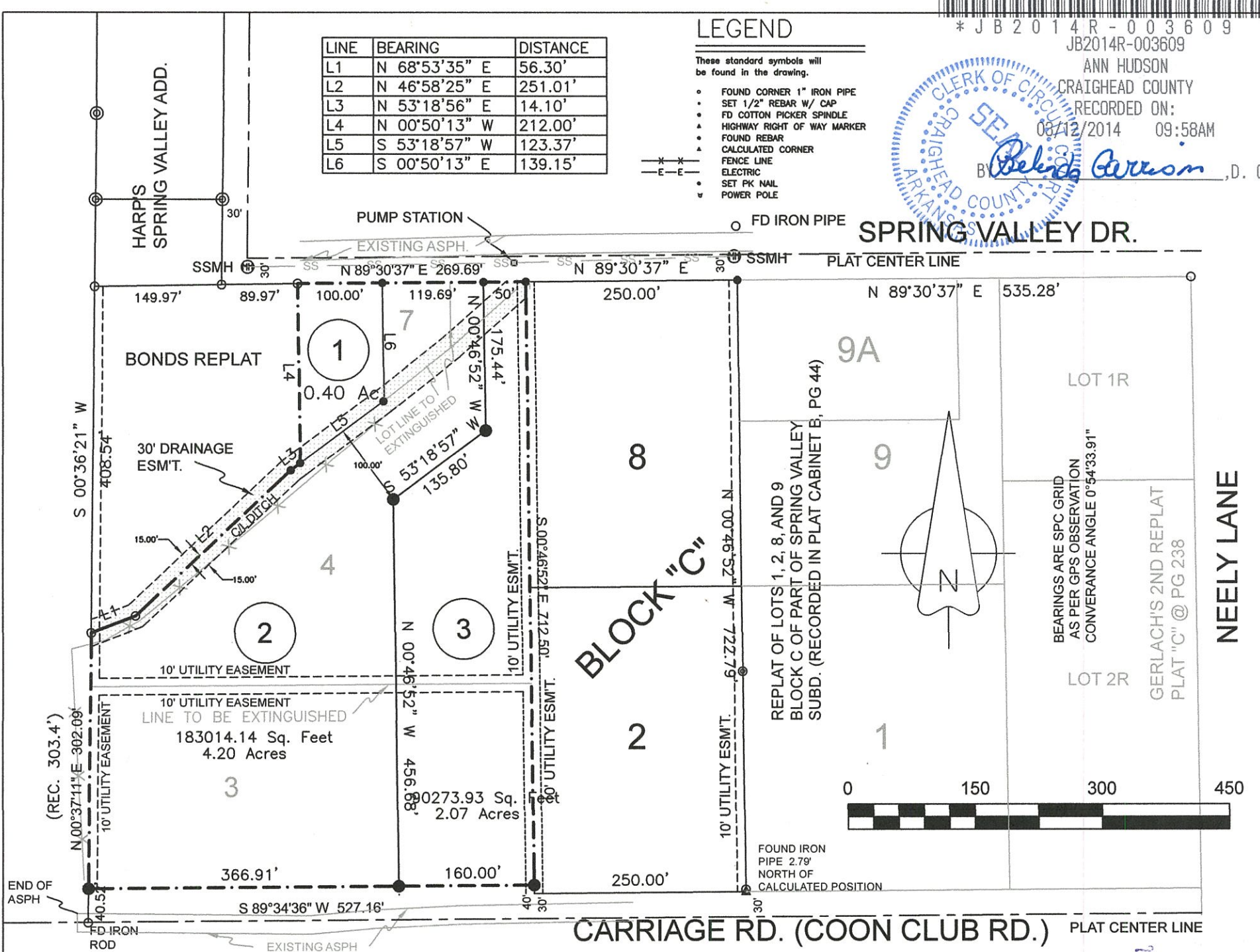
drawn: B. WOOD	UTILITY EASEMENTS TO BE ABANDONED ON LOTS 2 & 3 OF DG BROOKLAND, LLC REPLAT OF LOTS 3,4,&7 OF SPRING VALLEY SUBDIVISION & LOTS 2 & 8 OF SPRING VALLEY SUBDIVISION
date: 4-10-2014	
scale: 1"=150'	cleint: DG BROOKLAND, LLC

LINE	BEARING	DISTANCE
L1	N 68°53'35" E	56.30'
L2	N 46°58'25" E	251.01'
L3	N 53°18'56" E	14.10'
L4	N 00°50'13" W	212.00'
L5	S 53°18'57" W	123.37'
L6	S 00°50'13" E	139.15'

LEGEND

- These standard symbols will be found in the drawing.
- FOUND CORNER 1" IRON PIPE
 - 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

ANN HUDSON
 CRAIGHEAD COUNTY
 RECORDED ON:
 08/12/2014 09:58AM
 Belinda Carson, D. C.

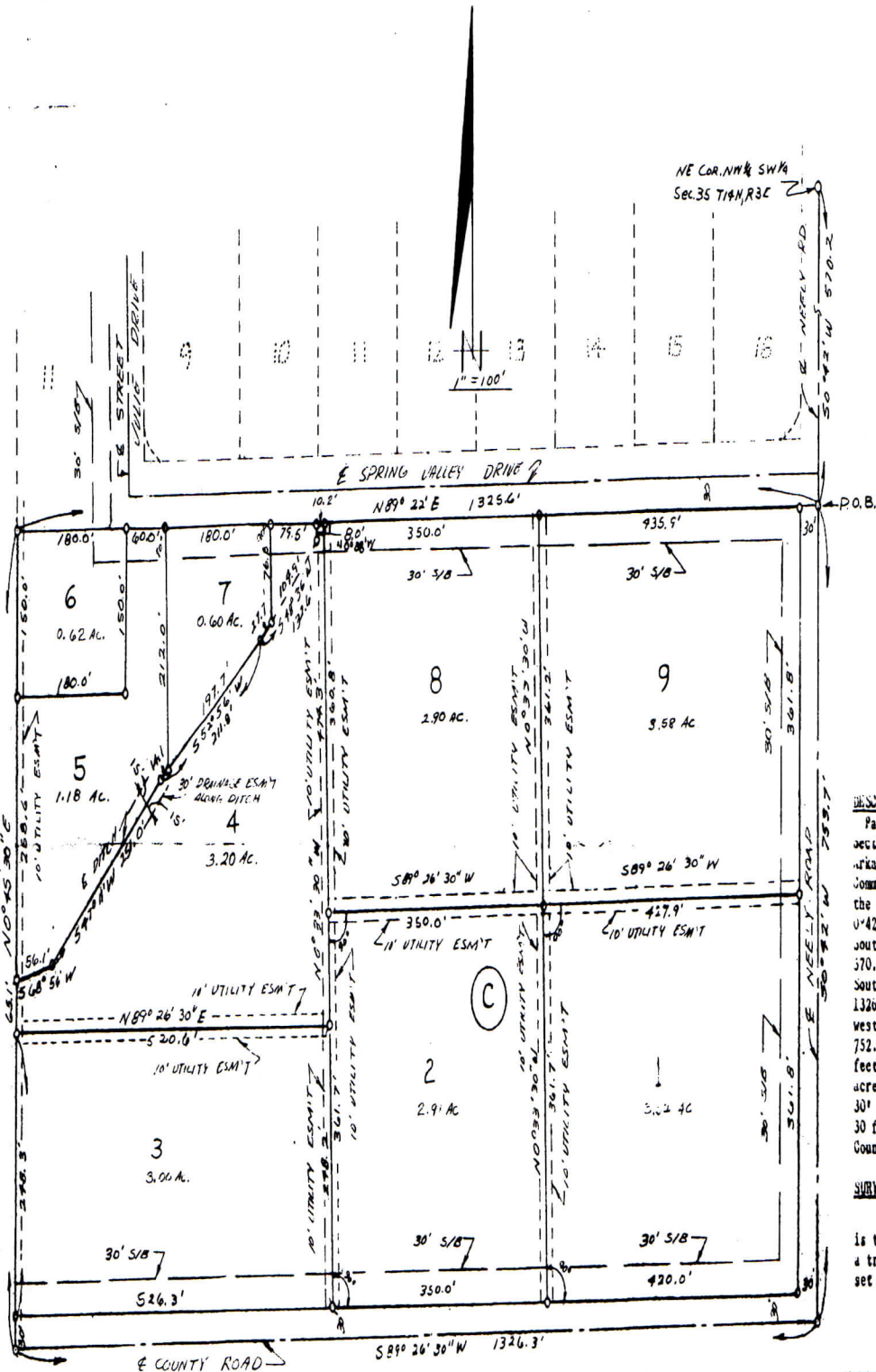


H & S HIME PROFESSIONAL SURVEYING SERVICES
 POB No. 353
 BROOKLAND, ARKANSAS 72417

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

DG BROOKLAND, LLC
REPLAT OF

drawn: S. HIME	LOTS 3, 4 & 7 IN BLOCK "C" OF REPLAT OF SPRING VALLEY SUBDIVISION TO THE CITY OF JONESBORO, ARKANSAS PLAT "A" @ PG. 25
date: 3-05-2014	
scale: 1"=150'	
client: DG BROOKLAND, LLC	



NE COR. NW 1/4 SW 1/4
Sec. 35 T14N R3E

1" = 100'

RE-PLAT OF PART OF SPRING VALLEY SUBDIVISION

(Being the Northwest Quarter Southwest Quarter
Section 35, Township 14 North, Range 3 East
less the North 570.2 feet thereof)

DESCRIPTION:

Part of the Northwest Quarter of the Southwest Quarter, section 35, Township 14 North, Range 3 East, Craighead County, Arkansas, being more particularly described as follows: Commencing at the Northeast Corner of the Northwest Quarter of the Southwest Quarter, Section 35, aforesaid; thence South 0°42' West along the East line of said Northwest Quarter, southwest Quarter, also being the centerline of Neely Road, 370.2 feet to the point of beginning proper thence continue South 0°42' West 753.7 feet; thence South 89°26'30" West 1326.3 feet to the West line of said Northwest Quarter, southwest Quarter; thence North 0°45'30" East along said line 752.0 feet; thence North 89°22' East along said line 1325.6 feet to the point of beginning proper, and containing 22.91 acres, more or less, and being subject to an easement of 30' along the East side of the tract for Neely Road, and 30 feet along the South Side of the Tract for an existing County Road.

SURVEYOR'S CERTIFICATION

I hereby certify that the plat shown and described herein is the result of a survey made in December, 1977, that it is a true and accurate Survey and the monuments were found or set as noted.

ASSOCIATED ENGINEERING CO., INC.
JONESBORO, ARKANSAS

HARVEY S. JOHNSON
REGISTERED
LAND SURVEYOR
STATE OF
ARKANSAS
NO. 161

H.S. Johnson 1-4-1978
H. S. Johnson, L.S. 2161 Date

A true copy of the original as filed for record this 13 day of Jan., 1978 at 4:30 P.M.
Opie Chambers, Clerk By Walter Parker, D.C.

Cabinet BK A PAGE 25

METROPOLITAN AREA PLANNING COMMISSION
Joplin - Craighead County

PRELIMINARY APPROVAL

 DISAPPROVED
 TABLED

Paul Johnson Chairman
Walter Parker Secretary
1-4-78 Date

CA

CR

REPLAT OF LOTS 1, 2, 8, and 9
BLOCK C
OF A
REPLAT
OF

PART OF SPRING VALLEY SUBDIVISION
(RECORDED IN PLAT CABINET A, PAGE 25)
JONESBORO, ARKANSAS

OWNER'S CERTIFICATION:
We hereby certify that we are the owners
of the property shown and described
hereon, that we adopt the Replat and
dedicate perpetual use of all streets
and easements as noted.

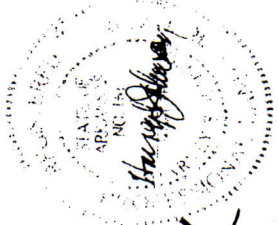
Robert A. Bishop

Julie Baker Bishop

SURVEYOR'S CERTIFICATION:
I hereby certify that the plat shown and
described hereon is the result of a sur-
vey made in March, 1987, that it is a
true and accurate survey and the men-
tions were found or set as noted.

ASSOCIATED ENGINEERING CO., INC.
JONESBORO, ARKANSAS

March 27, 1987



Robert Cabernet
PLAT 44
A & B

17
3:30

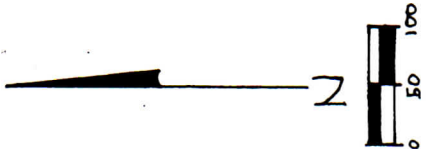
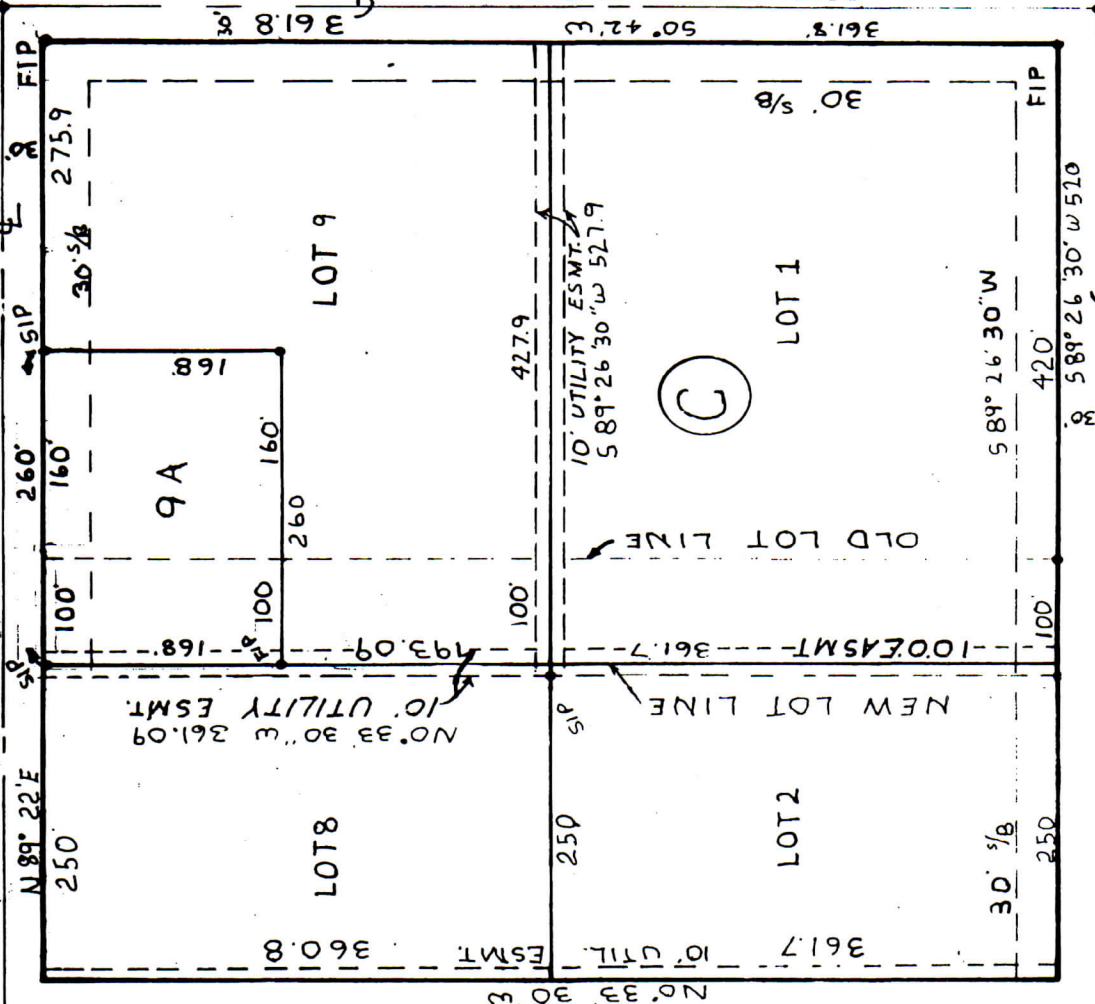
Suzanne McFarlane

ED.C.P.

SPRING VALLEY DR.

Ed.C.P.

COON CLUB RD.



PETITION

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

PETITION TO VACATE A TWENTY (20') FEET WIDE UTILITY EASEMENT & A TEN (10') FEET WIDE UTILITY EASEMENT.

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

LEGAL DESCRIPTION:

A twenty (20') feet utility easement across lots 2 & 3 and a ten (10') feet utility easement along and parallel to the east property line of lot 3, of the DG Brookland, LLC Replat of Lots 3, 4, & 7 of Spring Valley Subdivision in the City of Jonesboro, recorded in the Circuit Clerk's office of Craighead County, Book 'C' Page 247 in the Craighead County Courthouse located in Jonesboro, Arkansas.

A ten (10') feet utility easement along and parallel to the west and the north property lines of lot 2 of Replat of Part of Spring Valley Subdivision in the City of Jonesboro, recorded in the Circuit Clerk's office of Craighead County, Book 'A' Page 25 in the Craighead County Courthouse located in Jonesboro, Arkansas.

A ten (10') feet utility easement along and parallel to the west, and the south property lines of lot 8 of Replat of Part of Spring Valley Subdivision in the City of Jonesboro, recorded in the Circuit Clerk's office of Craighead County, Book 'A' Page 25 in the Craighead County Courthouse located in Jonesboro, Arkansas.

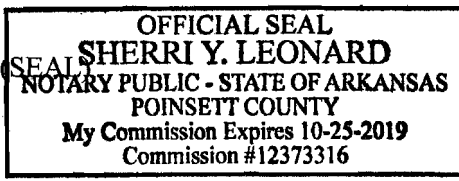
herewith file and present this petition to the City Council of the City of Jonesboro, Arkansas to have all of the drainage easement described above legally closed.

DATED this 6th day of June, 2014.

DG BROOKLAND, LLC

Matt Rankin
MATT RANKIN, MEMBER

Subscribed and sworn to before me this 6 day of June, 2014.



[Signature]
NOTARY

Expiration Date: 10/25/19



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

T 870.972.7601
F 870.972.7558
rv3617@att.com
att.com

April 21, 2014

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

Dear Mr. Wood,

Please see page 2 of this document for approval of abandonment of the utility easement in question Re: DG Brookland, LLC, Replat of Spring Valley Subdivision Replat Lots 3, 4, & 7, Lots 2 & 8 of Part of Spring Valley Subdivision. Be aware that this approval will not take effect until a hard copy has been delivered to the City of Jonesboro city clerk (Donna Jackson). The delivery of the hard copy is to be completed by Wood Engineering or an associate of theirs.



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

T 870.972.7601
F 870.972.7558
rv3617@att.com
att.com

UTILITY RELEASE FORM

TELECOMMUNICATIONS EASEMENT ABANDONMENT REQUEST

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

Re: DG Brookland, LLC, Replat of Spring Valley Subdivision Replat Lots 3, 4, & 7, Lots 2 & 8 of Part of Spring Valley Subdivision

UTILITY COMPANY COMMENTS:

No objections to the vacation(s) described above.

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

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

Rodney Vanhoozer

MGR. AT&T ENGINEERING

Signature of Utility Company Representative

 DATE: 4-21-14



CenterPoint Energy
P.O. Box 751
Little Rock, AR 72203
CenterPointEnergy.com

David Burnett
401 West Capitol, STE 600
Little Rock, AR 72201
April 23, 2014

Donna Jackson
City Clerk
Jonesboro, AR
300 South Church Street
Jonesboro, AR 72401

Dear Ms. Jackson:

This letter is to confirm that CenterPoint Energy concurs with the request of utility easement abandonment of the DG Brookland, LLC, Replat of Spring Valley Subdivision Replat Lots 3, 4, & 7, and Lots 2 & 8 of Part of Spring Valley Subdivision.

More particularly with the abandonment of a twenty (20') feet utility easement across lots 2 & 3 and a ten (10') feet utility easement along and parallel to the east property line of lot 3, of the DG Brookland, LLC Replat of Lots 3, 4, & 7 of Spring Valley Subdivision in the City of Jonesboro, recorded in the Circuit Clerk's office of Craighead County, Book 'C' Page 247, as shown on the attached plat.

Also, the abandonment of a ten (10') feet utility easement along and parallel to the west and the north property lines of lot 2 of Replat of Part of Spring Valley Subdivision in the City of Jonesboro, recorded in the Circuit Clerk's office of Craighead County, Book 'A' Page 25, as shown on the attached plat.

Also, the abandonment of a ten (10') feet utility easement along and parallel to the west, and the south property lines of lot 8 of Replat of Part of Spring Valley Subdivision in the City of Jonesboro, recorded in the Circuit Clerk's office of Craighead County, Book 'A' Page 25, as shown on the attached plat.

Sincerely,

A handwritten signature in blue ink that reads "David Burnett".

David Burnett
Engineer Manager
CenterPoint Energy



* J B 2 0 1 4 R - 0 0 7 9 9 6 4 *

JB2014R-007996

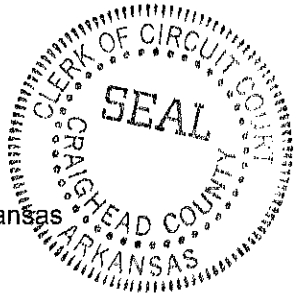
ANN HUDSON

CRAIGHEAD COUNTY

RECORDED ON:

05/27/2014 09:31AM

BY  D. C.



Type of Instrument:
Grantor(s): City Water & Light Plant
of the City of Jonesboro, Arkansas
Grantee(s): Record Owners of Title

This Instrument Prepared By:
Waddell, Cole & Jones, P.A.
Attorneys at Law
P.O. Box 1700
Jonesboro, AR 72403

After Recording, Return To:
City Water & Light Plant
of the City of Jonesboro, Arkansas
400 East Monroe
PO Box 1289
Jonesboro, AR 72403-1289

QUITCLAIM DEED FOR RELINQUISHMENT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That, CITY WATER & LIGHT PLANT OF THE CITY OF JONESBORO, ARKANSAS, a consolidated municipal improvement district, Grantor, by its Manager, duly authorized by its Board of Directors, for good and valuable consideration, the sufficiency of which is hereby acknowledged, does hereby grant, convey, sell and quitclaim unto the record owners of title to the Property (as defined below) ("Grantee"), and unto their heirs, successors and assigns forever, all its right, title, interest and claim in and to the lands lying in Craighead County, Arkansas, and more particularly described in the **Exhibit "A"** attached hereto and incorporated herein by reference (the "Property"), with the intent that any easement of Grantor in the Property shall be forever extinguished, and the Grantee, its successors, heirs and assigns, shall have and enjoy the Property, free and absolutely discharged from any easement of Grantor in the Property.

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

IN TESTIMONY WHEREOF, this instrument is hereby executed by the aforescribed officer of Grantor this 25th day of MAY, 2014.

CITY WATER & LIGHT PLANT
OF THE CITY OF JONESBORO, ARKANSAS

By: _____
Name: Ronald L. Bowen, P.E.
Title: Manager

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared Ronald L. Bowen, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that he was the Manager of City Water & Light Plant of the City of Jonesboro, Arkansas, a corporation, and that he as such corporate officer, being authorized so to do, had signed, executed, and delivered the foregoing instrument for the consideration, uses, and purposes therein contained, by signing himself as such officer and executing on behalf of the corporation as such officer.

WITNESS my hand and seal on this 23RD day of MAY, 2014.

Margaret Ann Norris
Notary Public

My Commission Expires:
4-7-2015

AMOUNT OF TAX \$ _____
I certify under penalty of false swearing that the legally correct amount of documentary stamps have been placed on this instrument. Exempt or no consideration paid if none shown.



Grantee or Agent

Grantee's Address:

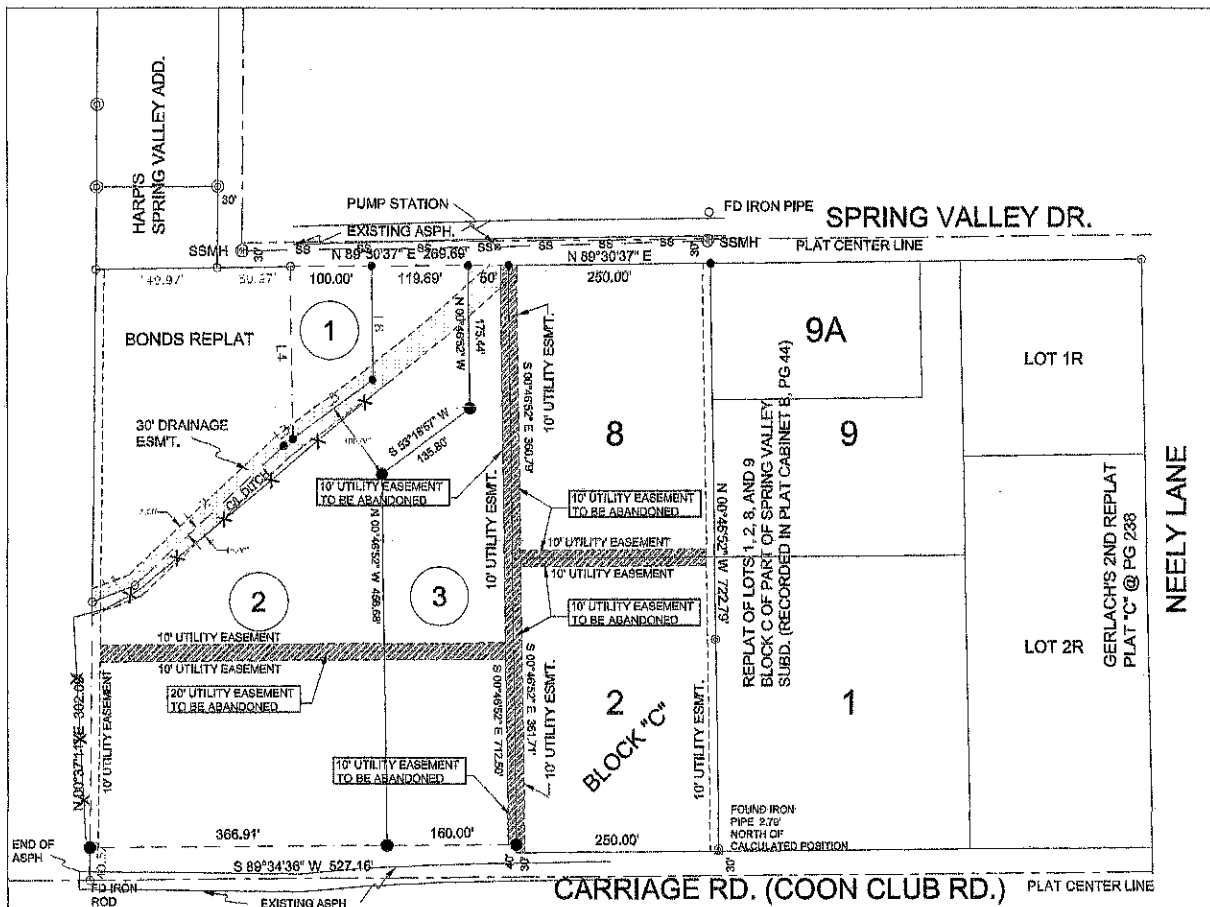
Exhibit "A"

Legal Description

A twenty (20) foot utility easement across lots 2 & 3 and a ten (10) foot utility easement along and parallel to the east property line of Lot 3 of the DG Brookland, LLC Replat of Lots 3, 4, & of Spring Valley Subdivision in the City of Jonesboro, recorded in the Circuit Clerk's Office of Craighead County, Arkansas, Book "C", Page "247", as shown on the attached plat.

Also, the abandonment of a ten (10) foot utility easement along and parallel to the west and the north property lines of Lot 2 of Replat of part of Spring Valley Subdivision in the City of Jonesboro, recorded in the Circuit Clerk's Office of Craighead County, Arkansas, Book "A", Page 25, as shown on the attached plat.

Also, the abandonment of a ten (10) foot utility easement along and parallel to the west and south property lines of Lot 8 of Replat of part of Spring Valley Subdivision in the City of Jonesboro, recorded in the Circuit Clerk's Office of Craighead County, Arkansas, Book "A", Page 25, as shown on the attached plat.



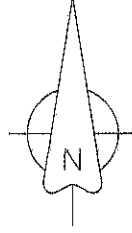
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A TEN (10) FEET UTILITY EASEMENT ALONG AND PARALLEL TO THE WEST AND THE NORTH PROPERTY LINES OF LOT 2 OF REPLAT OF PART OF SPRING VALLEY SUBDIVISION IN THE CITY OF JONESBORO, RECORDED IN THE CIRCUIT CLERK'S OFFICE OF CRAIGHEAD COUNTY, BOOK 'A' PAGE 25

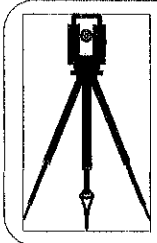
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SURVEYOR'S CERTIFICATION:
 THIS IS TO CERTIFY I HAVE ON THIS DATE SURVEYED THE ABOVE DESCRIBED PROPERTY IN ACCORDANCE WITH MONUMENTS FOUND THIS PLAT CONFORMS TO THAT SURVEYED.

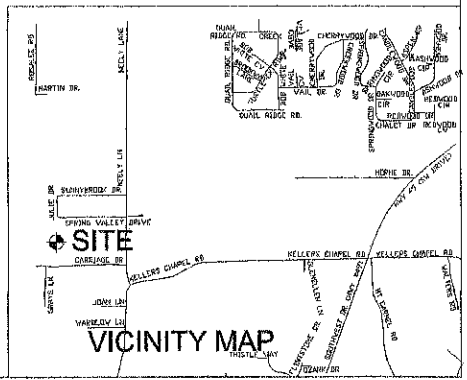
H&S HIME PROFESSIONAL SURVEYING SERVICES
 2619 CARAWAY RD. STE. "D"
 JONESBORO, ARKANSAS 72401



BEARINGS ARE SFC GRID
 AS PER GPS OBSERVATION
 CONVERSION ANGLE 0°54'03.91"



H&S HIME PROFESSIONAL SURVEYING SERVICES
 2619 CARAWAY RD - STE. "D"
 JONESBORO, ARKANSAS 72401
 PHONE: 870-972-1288
 FAX: 870-972-1011
 E-MAIL: hshime_butch@yahoo.com



ABANDONMENT PLAT	
drawn:	UTILITY EASEMENTS TO BE ABANDONED ON LOTS 2 & 3 OF DG BROOKLAND, LLC REPLAT OF LOTS 3, 4, & 7 OF SPRING VALLEY SUBDIVISION & LOTS 2 & 8 OF SPRING VALLEY SUBDIVISION
date:	4-10-2014
scale:	1"=150'
client:	DG BROOKLAND, LLC



To: Brandon Wood, P. E.
Civil Engineering

From: Suddenlink Communications, Inc.

Date: April 22, 2014

Re: Utility Easement Abandonment Concurrence Request

Suddenlink Communications, Inc. has no objection to the abandonment of the twenty (20') feet utility easement across lots 2 & 3 and a ten (10') feet utility easement along and parallel to the east property line of lot 3, of the DG Brookland, LLC Replat of Lots 3, 4 & 7, a ten (10') feet utility easement along and parallel to the west and north property lines of lot 2 of Replat and a ten (10') feet utility easement along and parallel to the west, and the south property lines of lot 8 of Replat of Spring Valley Subdivision, located in Jonesboro, Craighead County, Arkansas, provided that the existing utility easements are retained and maintained.

Respectfully,

Joey Roach

Construction Planner
Suddenlink Communications, Inc.



June 2, 2014

Mr. Brandon Wood, P.E.
Civil Engineering
112 CR 7625
Brookland, AR 72417

RE: DG Brookland, LLC, Replat of Spring Valley Subdivision Replat Lots 3, 4, & 7,
Lots 2 & 8 of Part of Spring Valley Subdivision
Utility Easement Abandonment Concurrence Request

Dear Mr. Wood:

The City of Jonesboro Engineering Department concurs with the abandonment of a twenty (20') feet utility easement across lots 2 & 3 and a ten (10') feet utility easement along and parallel to the east property line of lot 3, of the DG Brookland, LLC Replat of Lots 3, 4, & 7 of Spring Valley Subdivision in the City of Jonesboro, recorded in the Circuit Clerk's office of Craighead County, Book 'C' Page 247, as shown on the attached plat.

Also, the abandonment of a ten (10') feet utility easement along and parallel to the west and the north property lines of lot 2 of Replat of Part of Spring Valley Subdivision in the City of Jonesboro, recorded in the Circuit Clerk's office of Craighead County, Book 'A' Page 25, as shown on the attached plat.

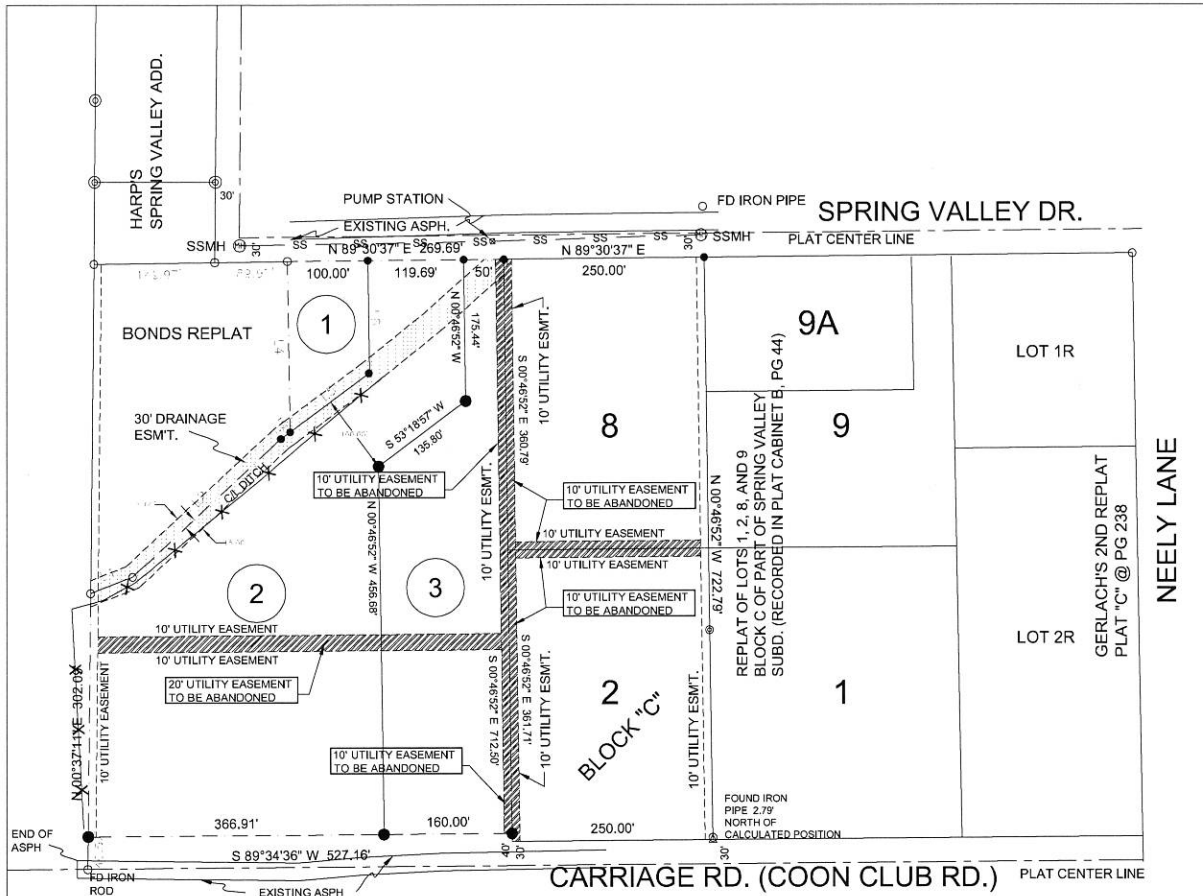
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If you have any questions or comments please feel free to contact me at the above referenced number.

Sincerely,

Craig Light, PE CFM
City Engineer

Otis Spriggs, AICP
Planning Director



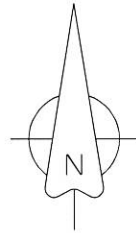
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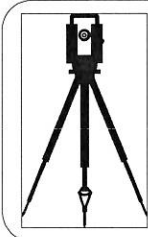
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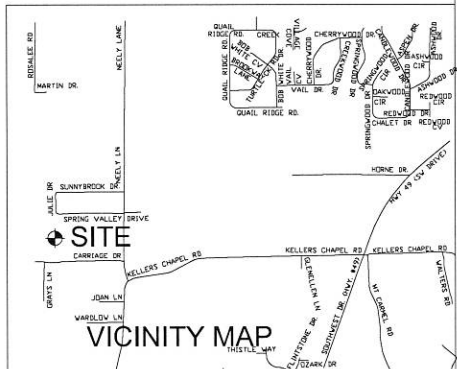
H&S HIME PROFESSIONAL SURVEYING SERVICES
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BEARINGS ARE SPC GRID
 AS PER GPS OBSERVATION
 CONVERGENCE ANGLE 0°54'33.91"



H&S HIME PROFESSIONAL SURVEYING SERVICES
 2619 CARAWAY RD - STE. "D"
 JONESBORO, ARKANSAS 72401
 PHONE: 870-972-1288
 FAX: 870-972-1011
 E-MAIL: hshime_butch@yahoo.com



ABANDONMENT PLAT

drawn: B. WOOD	UTILITY EASEMENTS TO BE ABANDONED ON LOTS 2 & 3 OF DG BROOKLAND, LLC REPLAT OF LOTS 3,4,&7 OF SPRING VALLEY SUBDIVISION & LOTS 2 & 8 OF SPRING VALLEY SUBDIVISION
date: 4-10-2014	
scale: 1"=150'	cleint: DG BROOKLAND, LLC



Legislation Details (With Text)

File #: RES-14:094 **Version:** 1 **Name:** Set a public hearing for abandonment of part of an alley on Floyd Street

Type: Resolution **Status:** Recommended Under New Business

File created: 6/26/2014 **In control:** City Council

On agenda: **Final action:**

Title: RESOLUTION TO SET A PUBLIC HEARING REGARDING THE ABANDONMENT OF A PORTION OF A PUBLIC ALLEY WEST OF FLOYD STREET AS REQUESTED BY MAX DACUS, JR. AND DON LEMAY

Sponsors:

Indexes: Abandonment, Public hearing

Code sections:

Attachments: [Petition](#)
[Plat](#)
[Utility Letters](#)
[City Letter](#)

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

RESOLUTION TO SET A PUBLIC HEARING REGARDING THE ABANDONMENT OF A PORTION OF A PUBLIC ALLEY WEST OF FLOYD STREET AS REQUESTED BY MAX DACUS, JR. AND DON LEMAY

WHEREAS, Mr. Max Dacus, Jr. and Mr. Don Lemay, each being private owners, have filed a petition with the City Clerk of the City of Jonesboro, Arkansas, requesting that the City abandon and vacate a portion of the public alley described below:

A part of W.S. Nisbett's Subdivision, lying between lots 5 and 6 (to the south), and lots 7 and 8 (to the north), also being the west 122.33 feet of said thirty two foot (32') alley, lying south of West Washington Avenue, North of West Jefferson Street, and east of Floyd Street, containing 3,882 square feet, or 0.09 acres, more or less.

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

WHEREAS, Arkansas law requires notice of such public hearing.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Jonesboro, Arkansas, that the City Clerk is directed to publish a notice advising the public of such request to vacate and abandon the above mentioned portion of a public alley, and that this matter will be heard before the City Council on _____, at _____ o'clock p.m. at the Municipal Building, Jonesboro, Arkansas.

PETITION

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

PETITION TO VACATE A PUBLIC ALLEY,

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

A part of W.S. Nisbett's Subdivision, lying between lots 5 and 6 (to the south), and lots 7 and 8 (to the north), also being the west 122.33 feet of said thirty two foot (32') alley, lying south of West Washington Avenue, North of West Jefferson Street, and east of Floyd Street, containing 3,882 square feet, or 0.09 acres, more or less.

herewith file and present this petition to the City Council of the City of Jonesboro, Arkansas to have the alley described above closed and abandoned.

Dated this _____ day of _____, 2014.

PROPERTY OWNER, NAME AND ADDRESS

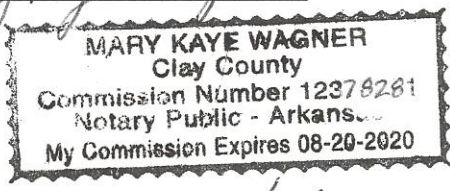
Mr. Max Dacus, Jr.
Dacus Enterprises and Warehouses
1804 West Washington Avenue
Jonesboro, AR 72401

[Signature] _____ 3/12/14
Signature Date

Subscribed and sworn to before me this 12th day of March, 2014.

Mary Kaye Wagner
Notary

Expiration Date: 08-20-2020



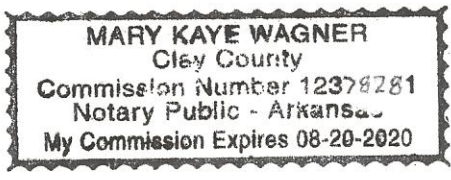
Don Lemay
514 South Floyd Street
Jonesboro, AR 72401

[Signature] _____ 3/12/14
Signature Date

Subscribed and sworn to before me this 12th day of March, 2014.

Mary Kaye Wagner
Notary

Expiration Date: 08-20-2020



7

8

9

Blk 6



FLOYD ST.

S.60' OF LOT 7 &
S.60' OF W.52' OF LOT 8, BLK 6

8'x20' SAN. SEW. ESMT

N 89°37'00" E 121.66'

S00°49'00"W
16.00'

N89°37'00"E
8.00'

N 00°23'00" W
66.00'

25' SETBACK

7.5' SETBACK

PATIO

ABANDONED ALLEY

ASPHALT

CONCRETE

EXISTING HOUSE

8384 SF
0.19 AC.

20' SETBACK

50.01'

S 00°49'00" W

7.5' SETBACK

25.3'

S 89°37'00" W 128.28'

⑧

4

ENGINEERS		PLANNERS		SURVEYORS	
<h1>Civilogic</h1>					
203 Southwest Dr.—Jonesboro, AR—(870)932-7880—www.civilogic.net					
EXHIBIT PLAT FOR MAX DACUS, JR. JONESBORO, ARKANSAS					
Date	Scale	Job No.	Sheet		
6-13-14	1"=40'	113080	No.		
Section	Township	Range	County		
13	14N	03E	CRAIGHEAD	1 of 1	
© 2014, Civilogic					
Drawn By: RE			Checked by: GH		

113080
MAX DACUS, JR.

AT&T

UTILITY RELEASE FORM

TELECOMMUNICATIONS EASEMENT ABANDONMENT REQUEST

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

A part of W.S. Nisbett's Subdivision, lying between lots 5 and 6 (to the south), and lots 7 and 8 (to the north), also being the west 122.33 feet of said thirty two foot (32') alley, lying south of West Washington Avenue, North of West Jefferson Street, and east of Floyd Street, containing 3,882 square feet, or 0.09 acres, more or less.

UTILITY COMPANY COMMENTS:

No objections to the vacation(s) described above.

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

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

Rodney Vanhoozer

MGR AT&T ENGINEERING

Signature of Utility Company Representative

 2-04-14



113080

April 9, 2014

Mr. George Hamman
PE, PS, President
Plant of Survey
203 Southwest Drive
Jonesboro, AR 72401

Customer Care Locations

Jonesboro

phone 870-336-3400
toll free 888-336-4466
2109 Fowler Ave.
Jonesboro, AR 72401

Jasper

phone 870-446-2900
Tri-County Telephone Office
302 West Court St.
Jasper, AR 72461

Marked Tree

phone 870-358-4400
30 Elm St.
Marked Tree, AR 72365

Western Grove/ Everton

phone 870-429-5211
toll free 800-758-5790
9444 Hwy 65 South
Harrison, AR 72601

Blytheville

phone 870-824-2400
646 East Main Street
Blytheville, AR 72315

Mr. Hamman,

We recently received your request of the proposed street right-of-way, and drainage easement abandonment at East Floyd Street order number (113080). We at Ritter give our concurrence to the City of Jonesboro for the abandonment of easement in these areas.

Thank you,

A handwritten signature in cursive script that reads "Brian Parrish".

Brian Parrish
Ritter Communications
Engineer I
18 Elm Street
Marked Tree, AR 72365
Cell: 870-919-5115

Right by You



113080

April 16, 2014

Mr. George Hamman

Re: Public Alley East of Floyd Street
Alley Right-of-Way Abandonment
Jonesboro, AR
Craighead County

Dear Mr. Hamman,

The proposed alley abandonment has been reviewed. CenterPoint Energy does not have any facilities within the "hatched" area of the plat provided and releases all easement privileges and encroachment issues for any future use.

If you have any questions or comments, you can reach me at (501) 377-4623.

Sincerely,

A handwritten signature in black ink that reads "David Burnett".

David Burnett, PE
CenterPoint Energy SGO
Engineering Manager
Arkansas/Oklahoma Region



113080

To: Civilogic
From: Suddenlink Communications, Inc.
Date: May 20, 2014
Re: Public Alley East of Floyd Street
Requested Alley Right-of-Way Abandonment

Suddenlink Communications, Inc. has no objection to the proposed alley right-of-way abandonment of the public alley East of Floyd Street, located in Jonesboro, Craighead County, Arkansas, provided that any utility extensions and drainage routes will be provided with the proper new easements in the appropriate locations.

Respectfully,

Joey Roach

Construction Planner
Suddenlink Communications, Inc.



May 22, 2014

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

Re: Floyd Street Partial Alley Abandonment

Dear Donna:

George Hamman of Civilogic Engineering has requested City Water and Light Plant of the City of Jonesboro ("CWL") to consent to the vacation and abandonment of a portion of the alley east of Floyd Street and south of Washington Avenue going in an easterly direction approximately 122 feet, more or less, as shown on the attached plat.

CWL has no objection to the abandonment of the existing alley Right-of-Way; however, it must be subject to the following condition. CWL would require a sewer easement eight (8) feet x twenty (20) feet and twenty (10) feet either side of the existing sewer main running east and west within a portion of the alley to be abandoned ("new easement").

The new easement must be as reflected in the approved final plat. As required by Sections 113-49 & 113-50 of the Jonesboro Municipal Code, please present the preliminary plat and final plat to CWL for consideration and approval.

Further, please confirm that the vacating ordinance contains provisions that preserve the Existing Right-of-Way until the New Easement is properly granted through a final plat.

Sincerely,

A handwritten signature in black ink, appearing to read "Ronald L. Bowen", written over a large, loopy flourish.

Ronald L. Bowen, P.E.
Manager, City Water and Light

Cc: Otis Spriggs, City of Jonesboro
George Hamman, Civilogic



February 7, 2014

Mr. George Hamman , PE, PS
Civilogic
203 Southwest Drive
Jonesboro, AR 72401

RE: Public Alley East of Floyd St
Alley Right-of-way Abandonment

Dear Mr. Hamman,

The City of Jonesboro Engineering & Planning Departments concur with the abandonment of the portion of the alley right-of-way east of Floyd Street as described on the drawing prepared by Civilogic dated 7/12/2013; Job No. 113080.

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

Sincerely,

Craig Light, PE CFM
City Engineer

Otis Spriggs, AICP
City Planner



Legislation Details (With Text)

File #: ORD-14:031 **Version:** 1 **Name:** Rezoning at 1802 Commerce
Type: Ordinance **Status:** Held in Council
File created: 5/14/2014 **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 R-1 TO C-3 LUO FOR PROPERTY LOCATED AT 1802 COMMERCE DRIVE AS REQUESTED BY JACK ELAM

Sponsors:

Indexes: Rezoning

Code sections:

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

Date	Ver.	Action By	Action	Result
6/3/2014	1	City Council	Postponed Temporarily	Pass
5/20/2014	1	City Council	Waived Second Reading	Pass

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES;
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: Agricultural: R-1
TO: Commercial: C-3 L.U.O.

THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

Part of the Southwest Quarter of the Southwest Quarter of Section 24, Township 14 North, Range 4 East, more particularly described as follows:

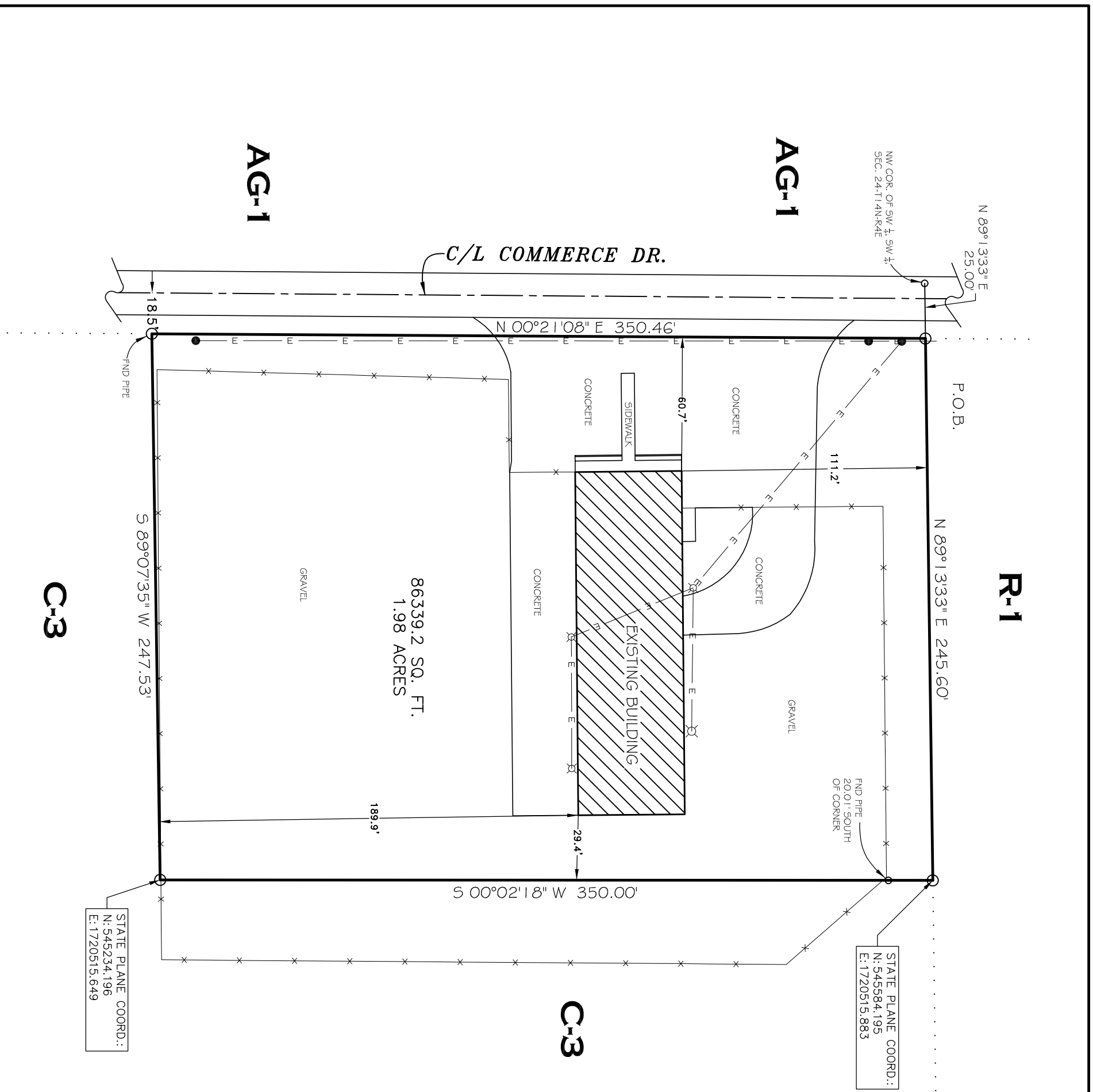
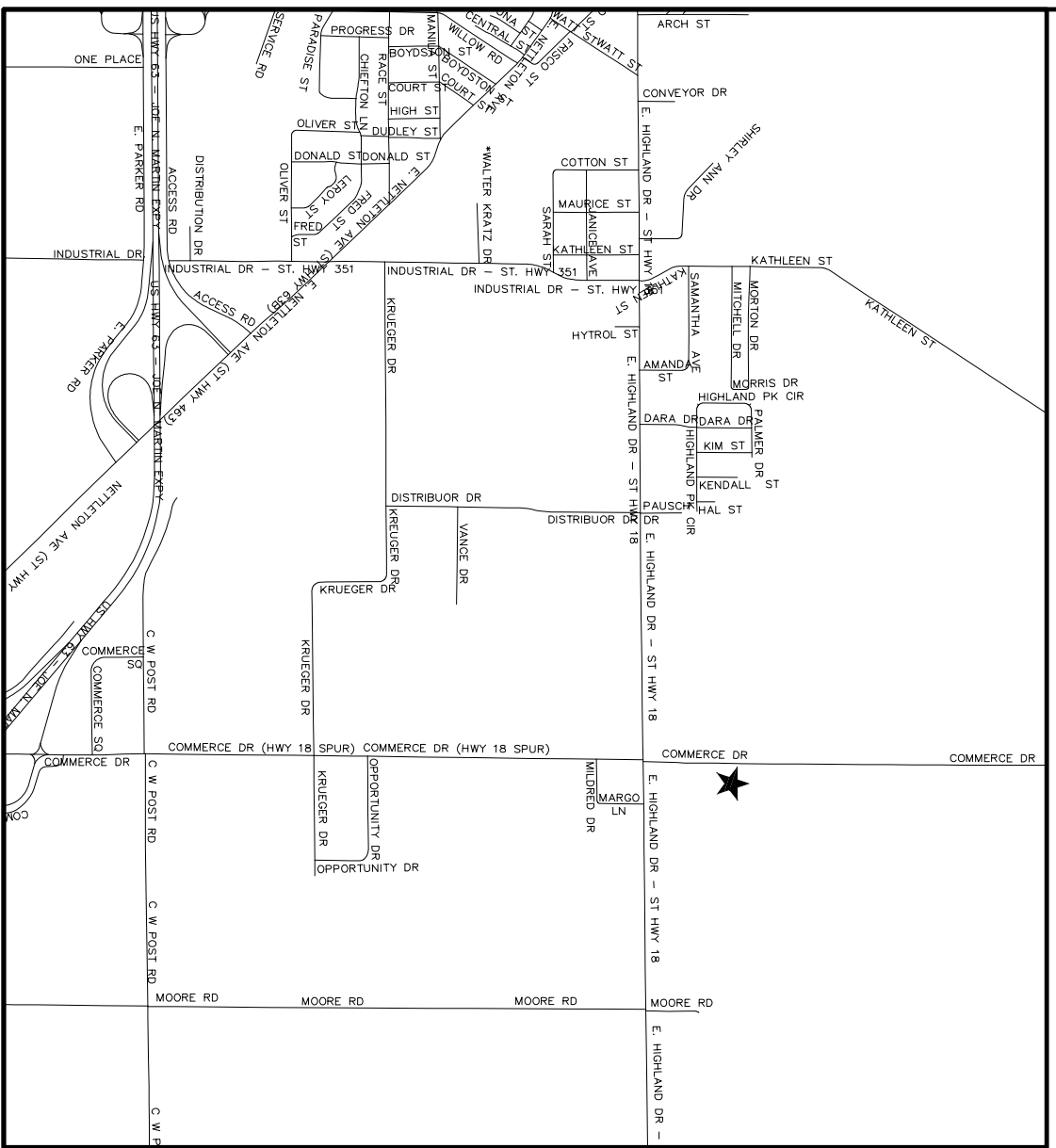
Commencing at the Northwest corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 24;
Thence N 89°10' E, a distance of 25.00 feet to a point, said point being the POINT OF BEGINNING;
thence N 89°10' E, a distance of 250.00 feet to a point;
thence S 00°00' E, a distance of 350.00 feet to a point;
thence S 89°10' W, a distance of 250.00 feet to a point;
thence N 00°00' E, a distance of 350.00 feet to a point; said point being the POINT OF BEGINNING; said tract containing 2.0 acres, more or less.

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

1. That the proposed development shall continue satisfy all requirements of the City Engineer and all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the MAPC, prior to any redevelopment of the property.
3. The applicant agrees to comply with the Master Street Plan recommendation for Commerce Drive as a Principal Arterial, and dedicate required right of way at the time the property is redeveloped in the future, or if and when the City moves forward with the widening of Commerce Drive.
4. The setback, building height, screening, and site design standards are required per "Sec. 117-328. - Residential Compatibility Standards".

SECTION 3: THE REZONING OF THIS PROPERTY SHALL ALSO ADHERE TO THE FOLLOWING PROHIBITED USES:

Animal Care, General
Adult Entertainment
Off-Premises Sign

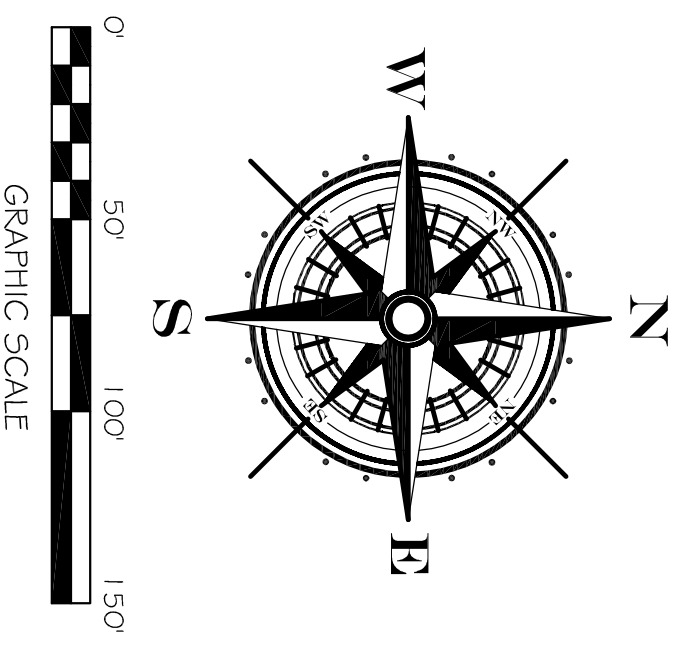


LEGEND

These standard symbols will be found in the drawing.

- ⊗ LIGHT POLE
- x—x— CHAIN-LINK FENCE
- E—E— OVERHEAD ELECTRIC LINE
- POWER POLE

**EXISTING R-2 ZONING
REQUESTED C-3 L.U.O. ZONING**



LEGAL DESCRIPTION: (AS FURNISHED)

Part of the Southwest Quarter of the Southwest Quarter of Section 24, Township 14 North, Range 4 East, more particularly described as follows: Commencing at the Northwest corner of the Southwest Quarter of Section 24 aforesaid; thence North 89 degrees 10 minutes East 25.0 feet to the point of beginning proper; thence North 89 degrees 10 minutes East 250.0 feet; thence South 350.0 feet; thence South 89 degrees 10 minutes West 250.0 feet; thence North 350.0 feet to the point of beginning proper, and containing in all 2.0 acres, more or less.

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) ALL BEARINGS ARE BASED ON ARKANSAS NORTH STATE PLANE COORDINATE SYSTEM.
- 2) THE CLOSURE PRECISION OF THE PLAT IS IN EXCESS OF 1" IN 298,000".
- 3) THE RESEARCH COMPLETED FOR THIS SURVEY INCLUDES OUR OWN RESEARCH AT THE COURTHOUSE AND PREVIOUS SURVEYS.
- 4) ALL CORNER MONUMENTS SET ARE 3/8" REBAR, UNLESS OTHERWISE NOTED ON THE PLAT.
- 5) FLOOD PLAN: THIS TRACT DOES LIE WITHIN THE 100-YR FLOOD PLAIN PER FLOOD INSURANCE RATE MAP OF CRAIGHAD CO., AR, AND INCORPORATED AREAS, COMMUNITY PLAN NO. 0503100151 C, DATED 09/27/91.

<p>REZONING PLAT 1802 COMMERCE DR. JONESBORO, ARKANSAS FOR JACK ELAM</p>	ENGINEERS	PLANNERS	SURVEYORS	Drawn By: RE	Checked by: GH		
				Date 04-03-14	Scale 1"=50'	Job No. 114049	Sheet No.
				Section 24	Township 14N	Range 04E	County CRAIGHEAD
	203 Southwest Dr., Jonesboro, AR--(870)932-7880--www.civilogic.net			ONLY COPIES WITH VIOLET COLORED SIGNATURE ARE ORIGINAL CIVILOGIC COPIES			

REGISTERED
PROFESSIONAL LAND SURVEYOR
SINCE 1965
NO. 1590
04-03-14
JACK ELAM

CERTIFICATE OF AUTHORITY
CIVILOGIC
No. 329
ARKANSAS ENGINEER NO. 11717

SHEET NUMBER
1 of 1



City of Jonesboro City Council
Staff Report – RZ 14-06 1802 Commerce Dr. Rezoning
Municipal Center - 300 S. Church St.
For Consideration by the Council on May 20, 2014

REQUEST: To consider a rezoning of 1 parcel of land containing 1.98 acres more or less.

PURPOSE: A request to consider a recommendation to Council for a rezoning from “R-2” Low Density Multi-Family to District to “C-3”, L.U.O., General Commercial District.

**APPLICANTS/
OWNER:** Mr. Jack Elam, Elam Enterprises, Inc., 5934 E. Highland Dr., Jonesboro AR

**SITE
DESCRIPTION:** Tract Size: Approx. +/- 1.98 acres (86,339 s.f.)
Street Frontage (feet): 350.46 ft. along Commerce Dr.
Topography: Flat
Existing Development: Silver Moon Trailer Sales

SURROUNDING CONDITIONS:	<u>ZONE</u>	<u>LAND USE</u>
North:	R-1	Vacant Single Family Res.
South:	C-3	Commercial
East:	C-3	Vacant Commercial
West:	AG-1	Vacant Agriculture

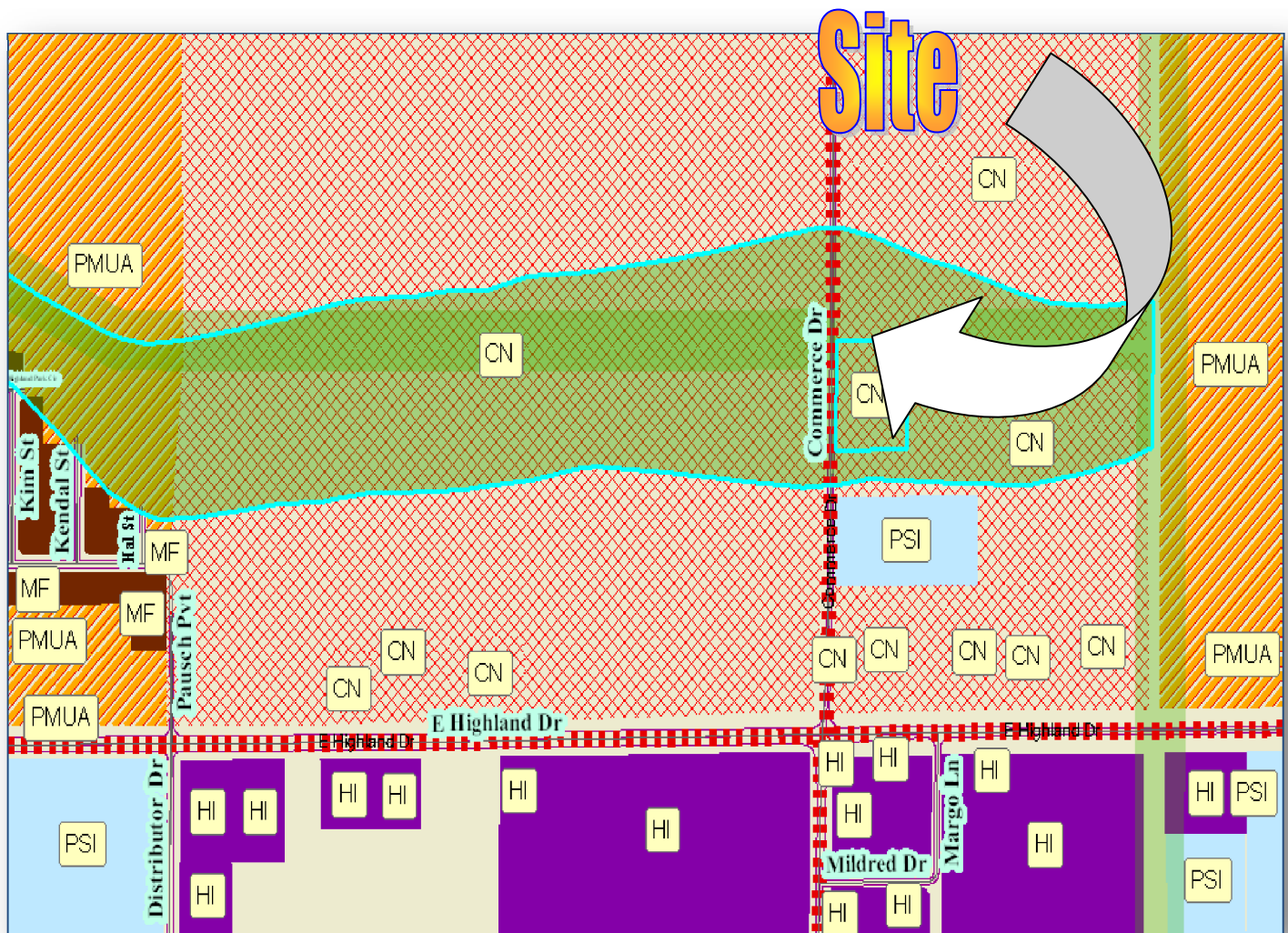
HISTORY: Annexed previously under ORD 2059/Legistar ORD-87-1423 adopted on 12/7/1987 as R-2 Low Density Multi-Family.

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 a Commercial Node. The proposed rezoning is consistent and in compliance with the adopted Land Use Plan.










Master Street Plan/Transportation

The subject property is served by Commerce Drive. On the Master Street plan, Commerce Dr. is classified as a principal arterial, which requires a 60 ft. right-of-way to road centerline (120 ft. total right-of-way) the rezoning plat illustrates an existing right of way of 18.5 ft. from the road centerline.

Rezoning plat shows current setback conditions of the building being setback only 79.2 ft. This may propose an issue if right of way is to comply with the Master Street Plan at 60 ft. from centerline; thus leaving a setback of approximately 19.2 +/- ft.

Approval Criteria- Chapter 117 - Amendments:

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

Criteria	Explanations and Findings	Comply Y/N
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map	The proposed C-3 District rezoning is consistent with the Future Land Use Plan.	
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	The proposal will achieve consistency with the purpose of Chapter 117, as a Limited Use Overlay. This rezoning will cause a Non-conforming use caused by an annexation to be made compliant with the Zoning Resolution.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	Compatibility is achieved. This will bring an existing use into compliance.	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;	This land as used today is unsuitable under the current R-2; rezoning is highly recommended.	
(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;	The bordering properties are zoned C3, R-1 and AG-1. This site and use should not be a detriment to the area.	
(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	Property is not vacant with the current R-2 zoning. It has consistently been used as commercial since annexation.	
(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	Minimal impact if rezoned to C-3 Limited Use Overlay.	



Vicinity/Zoning Map

Staff Findings:

Applicant’s Purpose:

The applicant is hoping to rezone the subject property to make it conform to the required Zoning Classification or district for the pre-existing 5,400 s.f. building, which houses Silver Moon Trailers (in existence for over 10 years). The site is occupied by an existing office/shop building, and is served by a concrete driveway and a gravel parking area that is enclosed by fence. The owner states that the site will continue to be used in the same manner.

The applicant is requesting a change to a “C-3”, L.U. Overlay for General Commercial. The applicant also stated that with recent commercial growth in this area, this tract is an attractive location for continued commercial development. There are various types of development in the immediate area, including some sparse residential and commercial, and some industrial (on Commerce Drive to the west).

Zoning compliance/ Other Zoning Code Analysis:

The applicant has requested a rezoning to a “C-3”, L.U.O., General Commercial District with conditions, limitations, and a list of uses to be discouraged. The following are the bulk dimensions for C-3 General Commercial. If the right of way distance is brought into compliance with the Master Street Plan as noted, Staff would support a reduction requirement from the required front setback of 25 ft.

Dimension Requirements Commercial and Industrial Districts

<i>Dimension</i>	<i>CR-1</i>	<i>C-4</i>	<i>C-3</i>	<i>C-2</i>	<i>C-1</i>	<i>I-1</i>	<i>I-1</i>
<i>Minimum lot size</i>							
Single-family (sq. ft.)	6,500	NP	NP	6,000	NS	NP	NP
Duplex (sq. ft.)	7,200	NP	NP	7,200	NS	NP	NP
Multifamily (area/family)	NP	NP	NP	3,600	NS	NP	NP
Nonresidential uses (sq. ft.)	6,500	6,500	6,500	6,500	NS	6,500	10,000
Minimum lot width (all uses)	50'	50'	50'	50'	25'	50'	100'
Minimum lot depth (all uses)	100'	100'	100'	100'	NS	100'	100'
<i>Street setback</i>							
Residential uses	25'	NP	NP	25'	NS	25'	NP
Nonresidential uses	25'	25'	25'	25'	NS	25'	100'
<i>Interior side setback</i>							
Residential uses	7.5'	10'	NP	10'	NS	10'	NP
Nonresidential uses	10'	10'	10'	10'	NS	10'	25'
<i>Rear setback</i>							
Residential uses	20'	20'	NP	20'	NS	20'	NP
Nonresidential uses	20'	20'	20'	20'	NS	20'	25'
Maximum lot coverage (all uses)	50%	50%	60%	50%	100%	60%	60%
Percent of total lot area (building floor area)	20	20	NS	20	NS	NS	NS

Note.

NP = Not permitted.

NS = No standard.

Departmental/Agency Reviews:

The following departments and agencies were contacted for review and comments. Note that this table will be updated at the hearing due to reporting information that will be updated in the coming days.

Department/Agency	Reports/ Comments	Status
Engineering	No issues reported to date.	Discussed in Pre-Dev. Meeting
Streets/Sanitation	Reported no issues.	Discussed in Pre-Dev. Meeting
Police	No issues reported to date.	Discussed in Pre-Dev. Meeting
Fire Department	No issues reported to date.	Discussed in Pre-Dev. Meeting
MPO	No issues reported to date.	Discussed in Pre-Dev. Meeting
Jets	No issues reported to date.	Discussed in Pre-Dev. Meeting
Utility Companies	Has reviewed and has no issues.	Discussed in Pre-Dev. Meeting

Sec. 117-140. Overlay and special purpose districts.

(c) *LU-O—limited use overlay district.* (3) *Use and property development standards.* When accompanied by a rezoning request from the property owner, the LU-O district can be used to restrict the use and property development standards of an underlying base zoning district, as applied to specific parcels of land.

All LU-O requirements are in addition to and are supplemental to all other applicable standards and requirements of the underlying zoning district. Restrictions and conditions imposed by an LU-O district are limited to the following:

- a. Prohibiting otherwise permitted or conditional uses and accessory uses or making a permitted use a conditional use;
- b. Decreasing the number or density of dwelling units that may be constructed on the site;
- c. Limiting the size of nonresidential buildings that may be placed on a site;
- d. Increasing minimum lot size or lot width;
- e. Increasing minimum yard and setback requirements; and
- f. Restricting access to abutting properties and nearby roads.

Method of adoption/amendment. As an overlay district, the LU-O designation shall be applied for in accordance with standard rezoning procedures. Once LU-O zoning is established, any amendments shall also require review and approval in accordance with rezoning procedures.

The rezoning of this property shall also adhere to the following considerations for the uses:

- 1.) The following uses should be prohibited as a part of the Limited Use:
 - A) Animal Care, General
 - B) Adult Entertainment
 - C) Off-Premises Sign

The applicant has proposed a C-3 Limited Use Overlay District rezoning with a narrowed-down list of uses permitted except the following highlighted uses in yellow. (Note that some uses are permitted within the C-3 District; however others must request a Conditional Use Approval by the MAPC):

List of Commercial Uses		C-3 General Commercial	List of Commercial Uses		C-3 General Commercial
<i>Civic and commercial uses</i>			<i>Civic and commercial uses</i>		
	Animal care, general	Permitted		Nursing home	Permitted
	Animal care, limited	Permitted		Office, general	Permitted
	Auditorium or stadium	Conditional		Parking lot, commercial	Permitted
	Automated teller machine	Permitted		Parks and recreation	Permitted
	Bank or financial institution	Permitted		Pawn shops	Permitted
	Bed and breakfast	Permitted		Post office	Permitted
	Carwash	Permitted		Recreation/entertainment, indoor	Permitted
	Cemetery	Permitted		Recreation/entertainment, outdoor	Permitted
	Church	Permitted		Recreational vehicle park	Permitted
	College or university	Permitted		Restaurant, fast-food	Permitted
	Communication tower	Conditional		Restaurant, general	Permitted
				Retail/service	Permitted
	Convenience store	Permitted		Safety services	Permitted
	Day care, limited (family home)	Permitted		School, elementary, middle and high	Permitted
	Day care, general	Permitted		Service station	Permitted
	Entertainment, adult	Conditional		Sign, off-premises*	Permitted
	Funeral home	Permitted		Utility, major	Conditional
	Golf course	Permitted		Utility, minor	Permitted
	Government service	Permitted		Vehicle and equipment sales	Permitted
	Hospital	Permitted		Vehicle repair, general	Permitted
	Hotel or motel	Permitted		Vehicle repair, limited	Permitted
	Library	Permitted		Vocational school	Permitted
	Medical service/office	Permitted		Warehouse, residential (mini) storage	Conditional
	Museum	Permitted	<i>Industrial, manufacturing and extractive uses</i>		
<i>Agricultural uses</i>				Freight terminal	Conditional
	Agriculture, animal	Conditional		Research services	Conditional
	Agriculture, farmers market	Permitted			

Record of Proceedings: MAPC Public Hearing Held on May 13, 2014:

Applicant: Mr. George Hamman, Civilogic, appeared before the Commission stating that he prepared the plat and application on behalf of the owner Mr. Elam. Mr. Hamman added that he has reviewed the staff report and has no issues with the Staff findings. He will include the conditions in the Ordinance before City Council.

Staff: Mr. Spriggs gave a summary of the Staff Report, noting that the request complies with the Land Use Plan which recommends this area as a Commercial Node. He also reported that the petition complies with the listed criterion for rezonings as noted.

Mr. Spriggs also referred to the permitted and discouraged uses in which the applicant agrees.

No issues were reported by the various departments or agencies.

Mr. Spriggs stated that Staff has revised Condition No. 3 to deal with the dedication of right of way:

3. The applicant agrees to comply with the Master Street Plan recommendation for Commerce Drive as a Principal Arterial, and dedicate required right of way at the time the property is redeveloped in the future, or if and when the City moves forward with the widening of Commerce Drive.

Mr. Hoelscher asked if this condition will run with the land, if the property were to be sold? Mr. Spriggs stated that it can be handled by the condition; also it can be revised to state “owner” or “successor” of the property.

Mr. Hoelscher asked if the right of way were dedicated, would it meet the setbacks for the existing building. Mr. Spriggs: This may propose an issue if right of way is to comply with the Master Street Plan at 60 ft. from centerline; thus leaving a setback of approximately 19.2 +/- ft. This is typical when the City or State takes right of way from an existing use. The hardship is created on the property owner.

Mr. Hoelscher asked that if the building were burned or destroyed by natural causes would he be exempt from it being dedicated as a redevelopment. Mr. Spriggs noted that he would be protected under the Non-conforming clause and could build it on the same slab and foundation, administratively; unless he was changing the site layout.

Public Input/Opposition: None present.

Commission Action:

Motion was made by Mr. Kevin Bailey to adopt the rezoning and place Case: RZ-14-06 on the floor for recommendation by MAPC to the City Council with the noted conditions; Motion was seconded by Mr. Scurlock.

Roll Call Vote: Mr. Scurlock- Aye; Mr. Hoelscher- Aye; Mr. Reece- Aye; Mr. Bailey- Aye; Mrs. Shrantz- Aye; Mr. Kelton- Aye; Ms. Nix was absent. Mr. Lonnie Roberts Chaired the meeting. Case approved with a **6-0 Vote for the measure.**

Conclusion:

The MAPC and Planning Department Staff find that the requested Zone Change submitted for subject parcel, should be approved based on the above observations and criteria, of Case RZ 14-06, a request to rezone property from “R-2” to “C-3” L.U.O. General Commercial.

The MAPC recommends approval of Case: RZ-14-06 on the floor for recommendation to the City Council with the noted conditions, and we find that changing the zoning of this property from R-2 Low Density Multi-Family District to the proposed C-3 Limited Use Overlay District and that the rezoning will be compatible and suitable with the zoning, uses, and character of the surrounding, subject to the following stipulations:

1. That the proposed development shall continue satisfy all requirements of the City Engineer and all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the MAPC, prior to any redevelopment of the property.
3. The owner or successor agrees to comply with the Master Street Plan recommendation for Commerce Drive as a Principal Arterial, and dedicate required right of way at the time the property is redeveloped in the future, or if and when the City moves forward with the widening of Commerce Drive.
4. The setback, building height, screening, and site design standards are required per “Sec. 117-328. - Residential Compatibility Standards”.

Respectfully Submitted for Council Consideration,



Otis T. Spriggs, AICP
Planning & Zoning Director

Site Photographs



View looking northeast from Commerce Drive, Site to the Right



View looking east toward subject property



View looking southeast, site to the left



View looking south on Commerce Dr., Site is to the left



View looking south on Commerce Dr., Site is to the left



View looking southeast at City Water & Light Plant



View looking north on Commerce Dr., Site is to the right



View looking East (toward North property line), Site is to the right



View looking south on Commerce Dr. toward Site



View looking Northeast on Commerce Dr., Apartments to the North of site



View looking North on Commerce Dr., north of site entrance



Legislation Details (With Text)

File #:	RES-14:052	Version:	1	Name:	Condemnation at 3905 Hill Drive, homes 1 through 11 and shed
Type:	Resolution	Status:		Status:	Held in Council
File created:	4/29/2014	In control:		In control:	Public Safety Council Committee
On agenda:	6/17/2014	Final action:		Final action:	
Title:	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS to condemn property at: 3905 Hill Dr, Manufactured Homes 1 thru 11 and Shed, Owner Marvin & Jacqueline Cleamer (Deceased) Hiers Linda Varner, Marlene Zelt and Ronald L Edmiston.				
Sponsors:	Code Enforcement				
Indexes:	Condemnation				
Code sections:					
Attachments:	CONDEMNATION CHECKLIST Inspection Report 3905 Case File 3905 Hill Dr				

Date	Ver.	Action By	Action	Result
6/17/2014	1	City Council		
5/20/2014	1	Public Safety Council Committee	Recommended Under New Business	Pass

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS to condemn property at: 3905 Hill Dr, Manufactured Homes 1 thru 11 and Shed, Owner Marvin & Jacqueline Cleamer (Deceased) Hiers Linda Varner, Marlene Zelt and Ronald L Edmiston.

WHEREAS, the above property has been inspected and has been determined unsuited for human habitation.

WHEREAS, all the stipulation have been met in the condemnation process to proceed with condemnation of this property.

HOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS THAT: the city should proceed with the condemnation of the property at 3905 Hill Dr

CONDEMNATION CHECKLIST

Property Address: 3905 Hill Dr Trailers 1 thru 11 & shed Phone: _____

Property Owner: Marvin & Jacqueline Cleamer (Deceased) Phone: _____

Owner's Address: 3905 Hill Dr Manufactured Homes & Shed Fax: _____
Jonesboro, AR 72401

BEGINNING DATE	ENDING DATE	ACTION
<input checked="" type="checkbox"/> <u>2/5/14</u>	<u>2/5/14</u>	1. Identify structure unfit for human habitation.
<input checked="" type="checkbox"/> <u>2/5/14</u>	<u>2/5/14</u>	2. Inspect Property. (Condemnation Officer & Building Inspector) <input checked="" type="checkbox"/> a. Prepare inspection report. <input checked="" type="checkbox"/> b. Photograph property.
<input checked="" type="checkbox"/> <u>2/6/14</u>	<u>2/6/14</u>	3. Determine ownership from county assessment & tax collection record.
<input checked="" type="checkbox"/> <u>2/6/14</u>	<u>2/6/14</u>	4. Obtain legal description.
<input checked="" type="checkbox"/> <u>2/12/14</u>	<u>2/12/14</u>	5. Send Notice of Violation & copy of inspection report to property owner(s) of record. Request written response from owner with 10 days from Notice of Violation indicating action the owner intends to take within the next 30 days to correct substandard conditions.
<input checked="" type="checkbox"/> <u>4/29/14</u>	<u>4/29/14</u>	6. Obtain or complete title report to verify ownership & other vested interests, such as mortgage holders, trustees, etc.
<input checked="" type="checkbox"/> <u>2/20/14</u>	<u>2/20/14</u>	7. If response is not received or is not adequate, proceed as follows:
<input type="checkbox"/> _____	_____	8. Send 20-day pre-notification letter owner(s) & others with vested interest in property advising the date the property will be presented to City Council for consideration of condemnation.
<input type="checkbox"/> _____	_____	<input type="checkbox"/> a. Owner unknown or whereabouts not known or such owner is a nonresident of Arkansas. 1) Post affidavit in newspaper once a week for two consecutive weeks
<input type="checkbox"/> _____	_____	2) Attorney ad litem appointed to notify defendant.
<input type="checkbox"/> _____	_____	9. Post sign on the property advising date the City Council will consider condemnation of the structure.
<input type="checkbox"/> _____	_____	10. Photograph posted sign.
<input checked="" type="checkbox"/> <u>4-29-14</u>	_____	11. Prepare information packet for each City Council member, plus one each for Mayor & City Attorney consisting of: <input checked="" type="checkbox"/> a. Location map <input checked="" type="checkbox"/> b. Photographs of the structure <input checked="" type="checkbox"/> c. Inspection report <input type="checkbox"/> d. Pre-condemnation notice <input type="checkbox"/> e. Condemnation resolution

BEGINNING DATE	ENDING DATE	ACTION
<input type="checkbox"/> _____	_____	12. Place condemnation action resolution & supporting documentation for placement on the City Council agenda.
<input type="checkbox"/> _____	_____	13. City Council adopts condemnation resolution.
<input type="checkbox"/> _____	_____	File certified copy of Condemnation Resolution with Circuit Clerk.
<input type="checkbox"/> _____	_____	14. Clerk.
<input type="checkbox"/> _____	_____	15. Send owner(s) & other vested interests the following: <input type="checkbox"/> a. Copy of the City Council resolution. <input type="checkbox"/> b. 30-day notice to cure through repair, demolition or with inspector's approval, board & secure for stated period of time.
<input type="checkbox"/> _____	_____	16. Post 30-day notice to cure on structure.
<input type="checkbox"/> _____	_____	17. Photograph posted notice.
<input type="checkbox"/> _____	_____	18. Evaluate status of owner's action on 31 st day after Notice to Cure was issued. If no action taken by owner, proceed with demolition.
<input type="checkbox"/> _____	_____	19. Determine presence of asbestos & dangerous mold. If present, prepare a removal plan.
<input type="checkbox"/> _____	_____	20. Obtain three demolition bids.
<input type="checkbox"/> _____	_____	21. Notice of Intent with ADEQ
<input type="checkbox"/> _____	_____	22. Notify utility companies to disconnect & remove service from structure for safe demolition.
<input type="checkbox"/> _____	_____	23. Issue Notice to Proceed to demolition contractor.
<input type="checkbox"/> _____	_____	24. Prepare demolition cost statement consisting of: <input type="checkbox"/> a. Mailing fees <input type="checkbox"/> b. Publication fees <input type="checkbox"/> c. Demolition costs <input type="checkbox"/> d. Asbestos and/or dangerous mold testing fee <input type="checkbox"/> e. Asbestos and/or dangerous mold removal fee <input type="checkbox"/> f. Title search fee <input type="checkbox"/> g. Landfill tipping fees(if not included with demolition contract) <input type="checkbox"/> h. Photograph costs <input type="checkbox"/> i. Attorney fees <input type="checkbox"/> j. Filing fees for Circuit Clerk <input type="checkbox"/> k. Any documentation miscellaneous costs <input type="checkbox"/> l. Send Total to City Collector for billing to owners
TOTALS=	_____	
<input type="checkbox"/> _____	_____	25. Send a letter & cost statement to the City Attorney requesting a tax lien be placed on the property.



DEPARTMENT OF INSPECTION AND CODE ENFORCEMENT

RESIDENTIAL BUILDING INSPECTION REPORT

DATE OF INSPECTION:	2-5-2014					
PROPERTY ADDRESS:	3905 Hill Dr. Manufactured homes 1,2,3,4,5,6,7,8,9,10,11				Storage shed	
PROPERTY OWNER:	Marvin Cleamer					
OCCUPIED:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
BUILDING ELEMENT	1 thru 5 CONDITION					NOTES & COMMENTS
	VERY POOR				VERY GOOD	
Foundation	1					Multiple code violation/Safety violation as well they have a high potential for fire and life safty
Front Porch	1					Multiple code violation/Safety violation as well they have a high potential for fire and life safty
Exterior Doors and Windows	1					Multiple code violation/Safety violation as well they have a high potential for fire and life safty
Roof Underlay	1					Multiple code violation/Safety violation as well they have a high potential for fire and life safty
Roof Surface	1					Multiple code violation/Safety violation as well they have a high potential for fire and life safty
Chimney						N/A
Siding	1					Multiple code violation/Safety violation as well they have a high potential for fire and life safty
Facia and Trim						N/A
Interior Doors	1					Multiple code violation/Safety violation as well they have a high potential for fire and life safty
Interior Walls	1					Multiple code violation/Safety violation as well they have a high potential for fire and life safty
Ceilings	1					Multiple code violation/Safety violation as well they have a high potential for fire and life safty
Flooring Underlay	1					Multiple code violation/Safety violation as well they have a high potential for fire

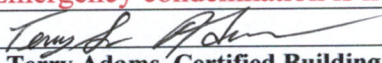
						and life safty
Flooring Surfaces	1					Multiple code violation/Safety violation as well they have a high potential for fire and life safty
Electrical	1					Multiple code violation/Safety violation as well they have a high potential for fire and life safty
Heating	1					Multiple code violation/Safety violation as well they have a high potential for fire and life safty
Plumbing	1					Multiple code violation/Safety violation as well they have a high potential for fire and life safty

In my opinion, this structure	<input type="checkbox"/>	is	xx	is not	Suitable for human habitation.
In my opinion this structure	<input type="checkbox"/>	is	xx	is not	Physically feasible for rehabilitation.
In my opinion, this structure	<input type="checkbox"/>	is	xx	is not	Economically feasible for rehabilitation.
In my opinion, this structure	xx	is	<input type="checkbox"/>	is not	A public safety hazard and should be condemned immediately.

Due to Health, Safety and Welfare these structures should be abated immediately

EMERGENCY ACTION IS WARRANTED: YES NO

Emergency condemnation is not being considered at this time.

 Terry Adams, Certified Building Inspector		Craig Davenport, Fire Marshal		Other Signature

Municipal Building, 300 South Church, Jonesboro, Ar./ Phone 870-336-7194/ Fax 870-336-1358