



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Meeting Agenda Public Works Council Committee

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Tuesday, January 7, 2014

5:00 PM

Municipal Center

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### Election of a chair

#### 1. Call To Order

#### 2. Roll Call by City Clerk Donna Jackson

#### 3. Approval of minutes

**MIN-13:110** Minutes for the Public Works Committee meeting on December 3, 2013

**Attachments:** [Minutes](#)

#### 4. New Business

##### *Resolutions To Be Introduced*

**RES-13:210** A RESOLUTION AUTHORIZING MAYOR AND CITY CLERK TO SIGN THE SETTLEMENT AND RELEASE AGREEMENT WITH DSI REGARDING PARADISE ESTATES PHASE I MAINTENANCE BOND

**Sponsors:** Engineering

**Attachments:** [Settlement and Release.pdf](#)  
[Exhibit A.pdf](#)

**RES-13:212** A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR RIDGECREST MINOR PLAT - PHASE 1, A COMMERCIAL DEVELOPMENT

**Sponsors:** Engineering

**Attachments:** [Maintenance Agreement.pdf](#)  
[Plat.pdf](#)

**RES-13:214** A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR KUM & GO STORE #362, A COMMERCIAL DEVELOPMENT

**Sponsors:** Engineering

**Attachments:** [Maintenance Agreement.pdf](#)  
[Plat.pdf](#)

**RES-13:219** A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR HIGHLAND POINTE ADDITION, A COMMERCIAL DEVELOPMENT

**Sponsors:** Engineering

**Attachments:** [Maintenance Agreement.pdf](#)  
[Plat.pdf](#)

**RES-13:221** A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR REPLAT OF LOT 1 BLOCK C OF CORNERTONE UNITED METHODIST CHURCH ADDITION, A COMMERCIAL DEVELOPMENT

**Sponsors:** Engineering

**Attachments:** [Maintenance Agreement.pdf](#)  
[Plat.pdf](#)

**RES-13:222** A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND CITY CLERK TO PURCHASE PROPERTY LOCATED AT 919 CREATH, JONESBORO, ARKANSAS FOR THE PURPOSE OF STREET IMPROVEMENTS

**Sponsors:** Engineering

**Attachments:** [Offer and Acceptance.pdf](#)

## **5. Pending Items**

**RES-13:206** RESOLUTION PROVIDING FOR THE RENAMING OF STATE HIGHWAY 141 (JOHNSON) RUNNING NORTH UP TO THE CITY LIMITS OF JONESBORO, ARKANSAS, TO BE RENAMED DR. MARTIN LUTHER KING JR. BOULEVARD

**Attachments:** [Opposition Petition](#)  
[Property owners information](#)

**Legislative History**

12/3/13	Public Works Council Committee	Tabled
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## **6. Other Business**

**COM-14:001** Discussion: Site Plan Reviews/Appeal Process

**Sponsors:** Planning

**Attachments:** [MEMO\\_Site Plan Appeal Text Amendment\\_PublicWorks](#)  
[Proposed Ordinance\\_Site Plan Appeals](#)

## **7. Public Comments**

## **8. Adjournment**



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Legislation Details (With Text)

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**File #:** MIN-13:110    **Version:** 1    **Name:**  
**Type:** Minutes    **Status:** To Be Introduced  
**File created:** 12/4/2013    **In control:** Public Works Council Committee  
**On agenda:**    **Final action:**  
**Title:** Minutes for the Public Works Committee meeting on December 3, 2013  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Minutes](#)

Date	Ver.	Action By	Action	Result
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Minutes for the Public Works Committee meeting on December 3, 2013



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Meeting Minutes - Draft Public Works Council Committee

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Tuesday, December 3, 2013

5:00 PM

Municipal Center

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### 1. Call To Order

*Mayor Perrin was also in attendance.*

### 2. Roll Call by City Clerk Donna Jackson

**Present** 6 - Gene Vance;Chris Moore;John Street;Mitch Johnson;Darrel Dover and Charles Coleman

### 3. Approval of minutes

**MIN-13:098** Minutes for the Public Works Committee meeting on November 5, 2013

**Attachments:** [Minutes](#)

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

**Aye:** 6 - Gene Vance;Chris Moore;John Street;Mitch Johnson;Darrel Dover and Charles Coleman

**MIN-13:104** Minutes for the special called Public Works Committee meeting on November 19, 2013

**Attachments:** [Minutes](#)

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

**Aye:** 6 - Gene Vance;Chris Moore;John Street;Mitch Johnson;Darrel Dover and Charles Coleman

### 4. New Business

#### *Ordinances To Be Introduced*

**ORD-13:063** AN ORDINANCE TO WAIVE COMPETITIVE BIDDING FOR THE COLLECTION OF DIGITAL AERIAL PHOTOGRAPHY FOR JONESBORO AND AUTHORIZING THE EXECUTION THE PROPOSAL WITH EFS GEOTECHNOLOGIES

**Sponsors:** Engineering

**Attachments:**     [Proposal.pdf](#)

*City Engineer Craig Light explained this is for 6 inch aerial photography and this project is in the 5 year cycle. Mayor Perrin noted this is for the GIS and 911 programs. Chairman Street agreed.*

*Councilman Moore asked if this had been included in the budget for the last 3 years as a partial project or if this is a complete program. Mr. Light answered the last time the City did this project was in 2009.*

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

**Aye:** 6 - Gene Vance;Chris Moore;John Street;Mitch Johnson;Darrel Dover and Charles Coleman

*Resolutions To Be Introduced*

**RES-13:196**     A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR LOT I-A BRYSON'S REPLAT (JB2013R-019760), A COMMERCIAL DEVELOPEMENT

**Sponsors:**     Engineering

**Attachments:**     [Maintenance Agreement.pdf](#)  
                                 [Permanent Drainage Easement.pdf](#)

*Councilman Moore asked if this is like the agreements the City has adopted before. Mr. Light answered yes.*

**A motion was made by Councilman Chris Moore, seconded by Councilman Gene Vance, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 6 - Gene Vance;Chris Moore;John Street;Mitch Johnson;Darrel Dover and Charles Coleman

**RES-13:200**     A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR LOT 1 OF MDR 1ST ADDITION (JB2013R-020164), A COMMERCIAL DEVELOPEMENT

**Sponsors:**     Engineering

**Attachments:**     [Maintenance Agreement.pdf](#)  
                                 [Permanent Drainage Easement.pdf](#)

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

**Aye:** 6 - Gene Vance;Chris Moore;John Street;Mitch Johnson;Darrel Dover and Charles Coleman

**RES-13:203**     A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO CONTINUE A JOINT FUNDING AGREEMENT WITH THE U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR FOR THE OPERATION AND

## MAINTENANCE OF TWO STREAMGAGES IN JONESBORO

**Sponsors:** Engineering

**Attachments:** [Agreement.pdf](#)

*Mayor Perrin explained the streamgages on Lost Creek and Whiteman Creek. He added this is a yearly project the City does.*

**A motion was made by Councilman Gene Vance, seconded by Councilman Chris Moore, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 6 - Gene Vance;Chris Moore;John Street;Mitch Johnson;Darrel Dover and Charles Coleman

**RES-13:208**

A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR WINDSOR LANDING PHASES 5 & 6, A RESIDENTIAL SUBDIVISION

**Sponsors:** Engineering

**Attachments:** [Maintenance Agreement.pdf](#)

*Chairman Street stated he was asked that this be placed on tonight's Council agenda because the engineer missed the December deadline. He added the work has been done, but the permits can't be issued because the plat can't be recorded until this resolution is approved.*

*Councilman Moore asked if the only issue was the deadline being missed. Chairman Street answered yes.*

**A motion was made by Councilman Chris Moore, seconded by Councilman Gene Vance, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 6 - Gene Vance;Chris Moore;John Street;Mitch Johnson;Darrel Dover and Charles Coleman

**5. Pending Items****6. Other Business****RES-13:206**

RESOLUTION PROVIDING FOR THE RENAMING OF STATE HIGHWAY 141 (JOHNSON) RUNNING NORTH UP TO THE CITY LIMITS OF JONESBORO, ARKANSAS, TO BE RENAMED DR. MARTIN LUTHER KING JR. BOULEVARD

**Attachments:** [Opposition Petition](#)  
[Property owners information](#)

*Councilman Coleman explained he would like to have this resolution be placed on the next Public Works agenda. City City Donna Jackson stated her office will add this to the next Public Works agenda.*

*Mr. Terry Reese who lives on North Church Street stated he is representing the people who live on North Church Street that are against the street name being changed. He added he collected a petition that included 97% to 98% of the property owners who live in that area.*

*Mayor Perrin noted CDBG is doing an in-house survey of the citizens who live in the North Church Street area. He also added he has received the petition from Mr. Reese.*

*Discussion was held concerning a story that was ran in the Jonesboro Sun concerning the cost of changing a street name.*

*Chairman Street noted the resolution dealing with this issue will be on the January Public Works agenda.*

**This item was Tabled**

## **7. Public Comments**

## **8. Adjournment**

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

**Aye:** 6 - Gene Vance;Chris Moore;John Street;Mitch Johnson;Darrel Dover and Charles Coleman



## Legislation Details (With Text)

<b>File #:</b>	RES-13:210	<b>Version:</b>	1	<b>Name:</b>	Release agreement with DSI for Paradise Estates Phase I maintenance bond
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	12/2/2013	<b>In control:</b>		<b>In control:</b>	Public Works Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	A RESOLUTION AUTHORIZING MAYOR AND CITY CLERK TO SIGN THE SETTLEMENT AND RELEASE AGREEMENT WITH DSI REGARDING PARADISE ESTATES PHASE I MAINTENANCE BOND				
<b>Sponsors:</b>	Engineering				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Settlement and Release.pdf</a> <a href="#">Exhibit A.pdf</a>				

Date	Ver.	Action By	Action	Result
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A RESOLUTION AUTHORIZING MAYOR AND CITY CLERK TO SIGN THE SETTLEMENT AND RELEASE AGREEMENT WITH DSI REGARDING PARADISE ESTATES PHASE I MAINTENANCE BOND

WHEREAS, the City of Jonesboro has made claims against the bond held by DSI regarding Paradise Estates Phase I; and

WHEREAS, the City of Jonesboro desires to settle said disputes with bond holder in the amount of \$4,500.00; and

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

Section 1: The Mayor Harold Perrin and City Clerk Donna Jackson are authorized to sign the Settlement and Release authorizing the City to accept the amount of \$4,500.00 for complete costs of maintenance work covered by the bond held by DSI. The City's estimate is herein marked and incorporated at Exhibit "A".



SETTLEMENT and RELEASE

1. On or about March 27, 2008 Developers Surety and Indemnity Company ("D S I") issued Maintenance Bond No. 594188S (the "Bond") naming Caines & Caines Property Development LLC ("Caines") as principal and the City of Jonesboro as obligee ("City") in connection with Caines' obligations to complete the maintenance of the constructed public improvements in Phase I of the Paradise Estates Subdivision ("Obligation").
2. The City made a claim against the Bond alleging that Caines failed to complete its Obligations at the project by not completing certain maintenance work as set forth in the City's punch list dated February 20, 2009. The City has demanded D S I resolve the claim against the bond. ("The Claim"). It is agreed that only certain items on the aforementioned punch list are actually maintenance items covered by the Bond- specifically, items 2, 3, 6, 7-and the City agrees to limit its claim to those four (4) items.
3. The City and D S I both wish to resolve the City's claim quickly and fairly. Accordingly, D S I agrees to pay to the City, and the City agrees to accept the amount of \$4,500.00 which the City has estimated to be the cost to complete the maintenance work covered by the Bond. The City's estimate is herein marked and incorporated as "Exhibit A."
4. Upon receipt of the payment cited in paragraph 3 the City agrees that the Maintenance Bond is fully released from any further liability and will return the original bond to D S I.
5. The person or persons signing this release warrant that they are authorized to do so on behalf of the County.

City of Jonesboro, Arkansas

By:

\_\_\_\_\_ Date: \_\_\_\_\_

Its:

\_\_\_\_\_

Attest:

\_\_\_\_\_ Date: \_\_\_\_\_



October 25, 2013

Mr. Mitchell T. Petras  
Senior Claims Examiner  
17771 Cowan Suite 100  
Irvine, CA 92614

RE: Paradise Estates Phase I Maintenance  
Caines & Caines Property Development, LLC  
Bond No. 5941885

Dear Mr. Petras:

The City of Jonesboro Engineering Department has received your letter dated October 17, 2013 concerning the claim against the Maintenance Bond of Caines & Caines Properties Development LLC.

The City has been in contact with two contractors, and have not had any response. Here is my engineering estimate for the maintenance items:

1. Item 2 removal of silt fence	\$200.00
2. Item 3 asphalt repair	\$1,000.00
3. Item 6 regrade detention basin & seed	\$3,000.00
4. Item 7 seal curb joints	<u>\$300.00</u>
Total	\$4,500.00

If you have any questions please feel free to contact me. My contact information is above and my email address is [mmorris@jonesboro.org](mailto:mmorris@jonesboro.org).

Sincerely,

Michael Morris, P.E., CFM  
Civil Engineer

**"EXHIBIT A"**



## Legislation Details (With Text)

<b>File #:</b>	RES-13:212	<b>Version:</b>	1	<b>Name:</b>	Maintenance agreement for Ridgecrest Minor Plat Phase I
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	12/2/2013	<b>In control:</b>		<b>In control:</b>	Public Works Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR RIDGECREST MINOR PLAT - PHASE 1, A COMMERCIAL DEVELOPMENT				
<b>Sponsors:</b>	Engineering				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Maintenance Agreement.pdf</a> <a href="#">Plat.pdf</a>				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR RIDGECREST MINOR PLAT - PHASE 1, A COMMERCIAL DEVELOPMENT WHEREAS, the Section 112-157 of the Jonesboro Municipal code requires a maintenance agreement assuring perpetual maintenance of Stormwater Management Improvements and drainage easements to be dedicated to the City be agreed upon by the City and the developer prior to final plat approval;

WHEREAS, Jonesboro Land Developers, LLC. has submitted a Maintenance Agreement for Stormwater Management Facilities for Ridgecrest Minor Plat - Phase 1;

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

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

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

Section 1: The City of Jonesboro accepts the attached maintenance agreement with Jonesboro Land Developers, LLC. for Ridgecrest Minor Plat - Phase 1 and authorizes the Mayor and City Clerk to execute all documents necessary to effectuate the agreement.

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

**MAINTENANCE AGREEMENT  
FOR STORMWATER MANAGEMENT FACILITIES**

**Property Identification**

Project Name: Ridgecrest Commercial Development  
Project Address: 5512 East Johnson Ave  
Owner(s): Jonesboro Land Developers, LLC.  
Owner Address: 111 East Huntington Ave, Ste B  
City: Jonesboro State: AR Zip Code: 72401

In accordance with Section 112-157 of the Jonesboro Municipal Code, this agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the City of Jonesboro, an Arkansas municipal corporation, hereinafter called the "City" and Jonesboro Land Developers, LLC., hereinafter called the "Developer".

WITNESSTH, that:

WHEREAS, The Developer is proceeding to build on and develop the property in accordance with the Stormwater Management Plan (the "Plan") approved by the City and the recorded plat (the "Plat") for Ridgecrest Minor Plat - Phase 1 as recorded in the records of Craighead County, Arkansas.

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

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

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

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

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

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

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

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

Owner/Agent:	ROBERT D. TAYLOR	ROBERT D. TAYLOR	11-22-13
	Printed Name	Signature	Date
Owner/Agent:			
	Printed Name	Signature	Date

STATE OF ARKANSAS  
COUNTY OF CRAIGHEAD

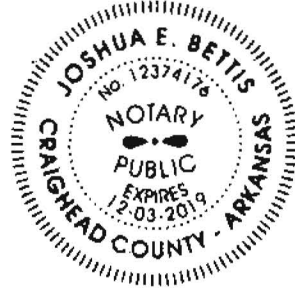
On this day before me, the undersigned officer, personally appeared Robert D. Taylor to me well known to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had executed the same for the purposes therein stated and set forth.

WITNESS my hand and seal this 22 day of November 2013

Joshua E. Bettis  
Notary Public (Printed Name)

[Signature]  
Notary Public (Signature)

My Commission Expires: 12/03/2019



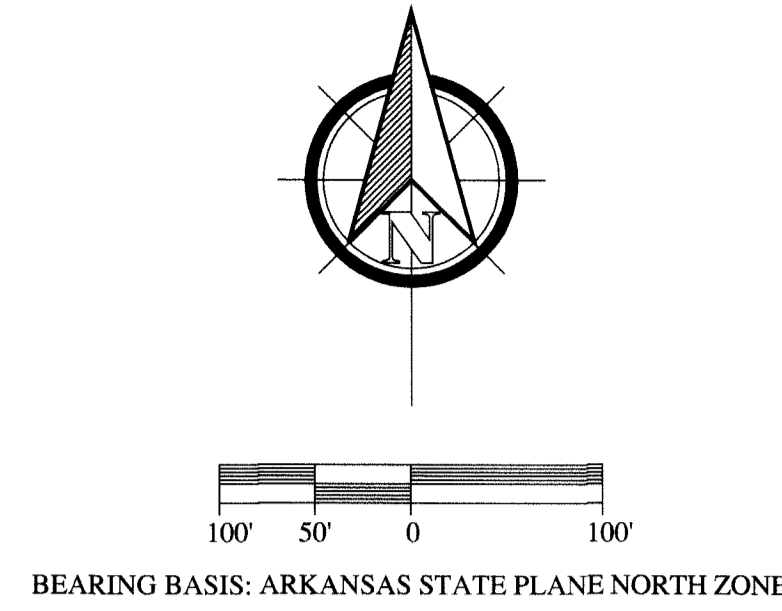
Accepted by:

\_\_\_\_\_  
Mayor

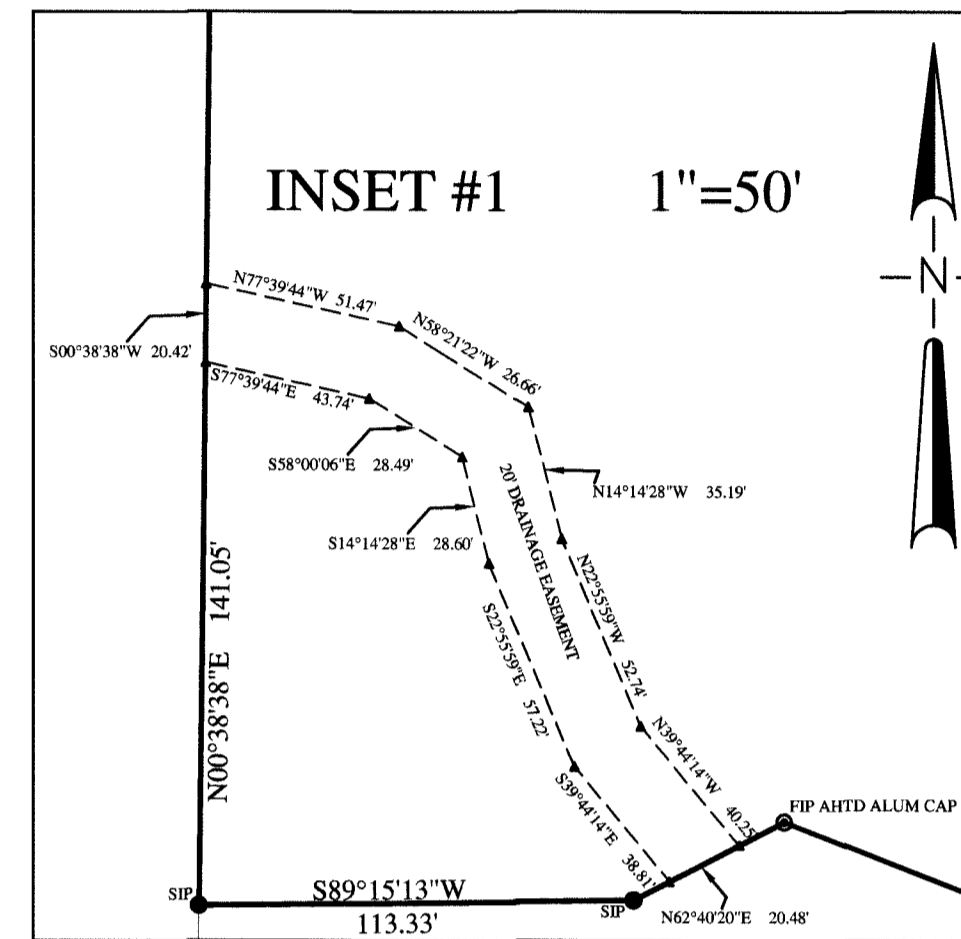
\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date



VICINITY MAP NOT-TO-SCALE



**LEGEND**

	= BOUNDARY LINE
	= ADJACENT LOT LINE
	= BUILDING SETBACK LINE
	= EASEMENT LINE
	= LAND LINES
	F.I.P. = FOUND MONUMENT AS NOTED
	S.I.P. = SET 1/2" REBAR W/ PS #1709 CAP

**DESCRIPTION**

A PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE NORTHEAST CORNER OF SAID WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER: THENCE SOUTH 00°38'38" WEST, 588.35 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUE SOUTH 00°38'38" WEST, 398.41 FEET; THENCE SOUTH 89°04'12" WEST, 29.87 FEET; THENCE SOUTH 01°20'40" WEST, 23.00 FEET; THENCE SOUTH 86°45'54" WEST, 50.02 FEET; THENCE SOUTH 06°09'32" WEST, 226.34 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF ARKANSAS HIGHWAY 49; THENCE ALONG SAID NORTHERLY RIGHT OF WAY AS FOLLOWS: SOUTH 89°15'13" WEST, 361.31 FEET; THENCE NORTH 68°49'18" WEST, 53.09 FEET; THENCE SOUTH 62°40'20" WEST, 44.30 FEET; THENCE SOUTH 89°15'13" WEST, 113.33 FEET; THENCE NORTH 00°38'38" EAST, DEPARTING SAID NORTHERLY RIGHT OF WAY, 648.45 FEET; THENCE NORTH 89°15'13" EAST, 665.22 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 409,140 SQ. FT OR 9.39 ACRES+/-  
 SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.  
 SAID PLAT SHALL HERE-IN-AFTER BE DESIGNATED AND REFERRED TO AS:

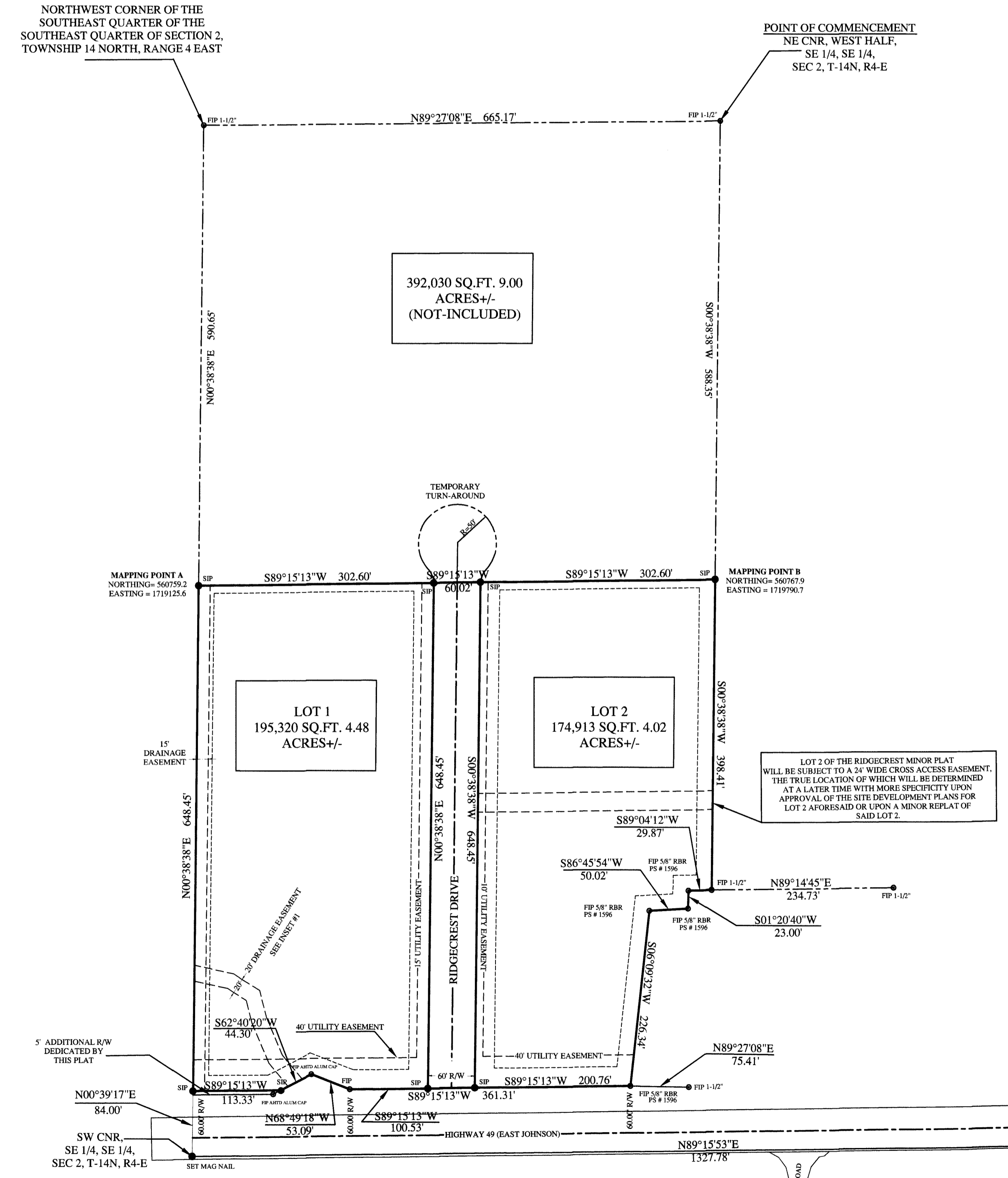
**RIDGECREST MINOR PLAT PHASE-I**  
 TO THE CITY OF JONESBORO, ARKANSAS.

WE BEING THE OWNERS DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER, ALL STREETS OF WIDTH, LENGTH AND LOCATION AS SHOWN ON THE PLAT HEREON. AND SAID OWNERS DO HEREBY DEDICATE ALL EASEMENTS TO THE PUBLIC USE FOR THE EXPRESS PURPOSE INDICATED.

SIGNED THIS 22 DAY OF NOV, 2013  
 BY NAME Robert A. Tomlin TITLE \_\_\_\_\_  
 BY NAME \_\_\_\_\_ TITLE \_\_\_\_\_  
 BY NAME \_\_\_\_\_ TITLE \_\_\_\_\_  
 BY NAME \_\_\_\_\_ TITLE \_\_\_\_\_

City of Jonesboro DATE 11/22/13  
 FILE # MP13-27  
 FINAL APPROVAL  
 PRELIMINARY (NOT FOR RECORDING)  
 PLANNING DEPT. [Signature]

**SURVEYOR'S CERTIFICATION**  
 I HEREBY CERTIFY THAT MCNEESE LAND SURVEYING HAS THIS DATE MADE A SURVEY OF THE ABOVE DESCRIBED PROPERTY AS SHOWN HEREON AND THAT SAID SURVEY IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.  
 DATE OF SURVEY: NOVEMBER 14, 2013.



MCNEESE LAND SURVEYING  
 2520 ALEXANDER DRIVE SUITE B  
 JONESBORO, AR 72401  
 mike@mcneesurveying.com  
 CELL: (870) 565-6522 OFFICE: (870) 203-9940

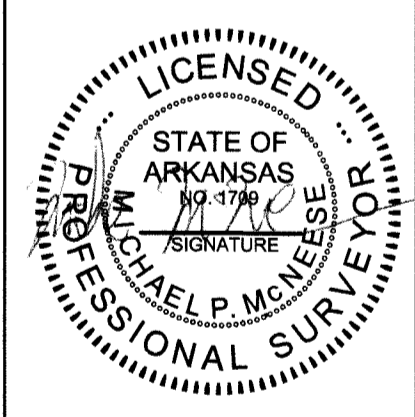


**REVISIONS**

DATE	BY	DESCRIPTION

**DRAWING INFO**

DRAWN BY:	MPM
DATE:	11-14-2013
SCALE:	1"=100'
JOB NUMBER:	13126
CAD NUMBER:	13126-004
CLIENT:	ILD



RIDGECREST MINOR PLAT-PH-I



Legislation Details (With Text)

<b>File #:</b>	RES-13:214	<b>Version:</b>	1	<b>Name:</b>	Maintenance agreement for Kum & Go
<b>Type:</b>	Resolution	<b>Status:</b>			To Be Introduced
<b>File created:</b>	12/2/2013	<b>In control:</b>			Public Works Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR KUM & GO STORE #362, A COMMERCIAL DEVELOPMENT				
<b>Sponsors:</b>	Engineering				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Maintenance Agreement.pdf</a> <a href="#">Plat.pdf</a>				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR KUM & GO STORE #362, A COMMERCIAL DEVELOPMENT

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

WHEREAS, KG Store 362, LLC has submitted a Maintenance Agreement for Stormwater Management Facilities for Kum & Go Sctore #362;

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

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

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

Section 1: The City of Jonesboro accepts the attached maintenance agreement with KG Store 362, LLC for Kum & Go Store #362 and authorizes the Mayor and City Clerk to execute all documents necessary to effectuate the agreement.

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



**MAINTENANCE AGREEMENT  
FOR STORMWATER MANAGEMENT FACILITIES**

**Property Identification**

Project Name: Kum & Go #362  
Project Address: 2214 E. Johnson Ave.  
Owner(s): KG Store 362, LLC  
Owner Address: 6400 Westown Prkway  
City: West Des Moines State: IA Zip Code: 50266

In accordance with Section 112-157 of the Jonesboro Municipal Code, this agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the City of Jonesboro, an Arkansas municipal corporation, hereinafter called the "City" and KG Store 362, LLC, hereinafter called the "Developer".

WITNESSTH, that:

WHEREAS, The Developer is proceeding to build on and develop the property in accordance with the Stormwater Management Plan (the "Plan") approved by the City and the recorded plat or easement (the "Plat" or "Easement") for Kum & Go Store #362 as recorded in the records of Craighead County, Arkansas.

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

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

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

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

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

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

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

Owner/Agent: Kum & Co, L.C. by: Viki DePhillips 11/1/13  
Printed Name Signature Date

Owner/Agent: \_\_\_\_\_  
Printed Name Signature Date

STATE OF ARKANSAS  
COUNTY OF CRAIGHEAD

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

WITNESS my hand and seal this 1st day of November, 2013.

Joel Huston  
Notary Public (Printed Name)

  
Notary Public (Signature)



My Commission Expires: 2/28/2014

Accepted by:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

# LEGEND

- Property Line
- Lot Line
- Centerline
- Right-of-Way Line
- Section Line
- Easement Line
- Found Rebar (As Noted)
- Found 5/8" Rebar (LS#1722)
- Aluminum Monument
- Found Pipe (As Noted)
- Found Mag Nail w/Washer (LS#1722)
- Record Per Plat Cabinet "C", Page 177
- Right-of-Way Dedication per this Plat 3,901 Sq. Ft. or 1.00 Ac.±
- 15' Drainage Easements per this Plat
- Flood Zone "A"

CL established gravel drive subject to ingress/egress easement.  
Winn Drive (12 feet width) per Plat of survey by Fred Haywood Reg. C.E., Dated 5-9-63 shown per Plat Book "C", Page 177.  
(Gravel Drive Crown Over)

Parcel #01-144171-01200  
Owner: The Stone Kids Ldelta Partnership  
531 N. Cora Way  
Jonesboro, AR 72402  
Zoning: C-3

Calculated Northeast Corner  
Section 17, T-14-N, R-04-E  
Per Plat Book C, Page 177

### Corner Reference Information:

#### From Northeast Corner Section 17:

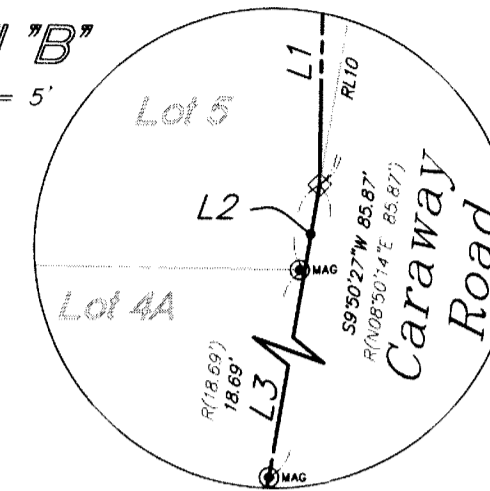
- 1) N45°41'45"W 42.57' to a found 1/2" Rebar w/cap #1273
- 2) S18°47'50"W 98.34' to a found 1 1/4" Open Top Pipe
- 3) S10°05'15"W 189.08' to a found 1 1/4" Open Top Pipe

#### From Southeast Corner NE1/4, NE1/4, Section 17 (Concrete Nail):

- 1) N2°46'27"W 44.60' to a found Concrete Nail w/Shirner
- 2) S10°24'13"W 21.94' to a found PK Nail

### Detail "B"

Scale: 1" = 5'



## Vicinity Map

Not to Scale

### NOTES:

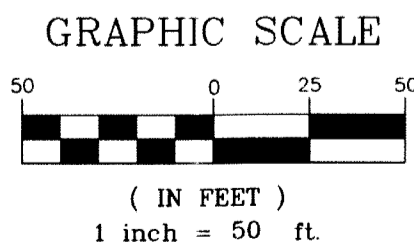
1. This plat represents a Replat of Lots 3A, 4A, 5 of a Replat of Carrs Property University Market per Plat Book "C", Page 177 at the courthouse in Craighead County, AR. The purpose of this Replat is to combine lots into Lot 6.
2. The contractor must determine that proposed structures are clear of all boundary lines, easements, and meet building setback requirements before construction begins.
3. Basis of Bearings: NAD 83 State Plane Coordinate System, Arkansas North Zone Based on NGS Monument PID# FF2198 & PID# FF2197
4. This survey is valid only if the drawing includes the seal and signature of the surveyor.
5. This survey meets current "Arkansas Minimum Standards for Property Boundary Surveys and Plats."
6. This survey is based on a title commitment #1207789-959 supplied by Chicago Title Insurance Company, counter signed by WACO Title Company and dated August 27, 2012.
7. This property is zoned C-3 (General Commercial District). Building setbacks for zone C-3 are as follows:  
Front 25 Feet  
Side/Interior 10 Feet  
Rear 20 Feet
8. No attempt was made to show building setback lines graphically on the survey. The assignment, vacation, or orientation of setbacks that impact the usage rights of the property are determined by the local governing jurisdictional agency. Setback dimensions will be based on the orientation of the building(s) to be constructed as approved.
9. By scaled map location and graphical plotting only. A portion of this property is located within Flood Zone "A" as determined by the National Flood Insurance Program which is subject to inundation by the 1% annual chance flood (100-year flood) shown on the Flood Insurance Rate Map for Craighead County, Arkansas. Map Number: 05031C0044 C  
Map Revised: September 27, 1991.
10. Subsurface and environmental conditions were not examined nor considered a part of this survey.
11. All existing water lines shown are approximate locations and per Jonesboro C.W. map.

Easement Line Table			Easement Line Table		
Line	Bearing	Distance	Line	Bearing	Distance
EL13	S01°01'15"W	12.46'	EL28	S48°16'53"E	10.60'
EL14	S01°01'15"W	15.01'	EL29	S58°20'31"W	115.17'
EL15	N86°47'31"W	68.91'	EL30	S58°20'31"W	16.52'
EL16	N82°05'16"W	46.02'	EL31	N06°54'53"W	20.28'
EL17	N09°29'58"E	16.28'	EL32	N83°05'07"E	15.00'
EL18	N89°22'45"E	15.24'	EL33	S06°54'53"E	13.37'
EL19	S09°29'58"W	3.53'	EL34	N58°20'31"E	212.26'
EL20	S82°05'16"E	29.98'	EL35	S89°22'45"W	96.96'
EL21	S86°47'31"E	67.72'	EL36	N89°22'45"E	17.90'
EL22	S01°01'15"W	74.27'			
EL23	S01°01'15"W	10.54'			
EL24	S08°25'10"W	4.89'			
EL25	S58°20'31"W	3.05'			
EL26	N48°16'53"W	19.29'			
EL27	N41°43'07"E	15.00'			

R.O.W. Line Table		
Line #	Direction	Length
RL7	S8°25'10"W	11.87
RL8	N1°07'02"E	12.44
RL9	N89°22'45"E	9.96
RL10	S9°50'27"W	64.93
RL11	S12°11'50"E	27.16
RL12	S8°25'10"W	48.23

Property Line Table		
Line #	Direction	Length
L1	S1°01'15"W	63.88
L2	S9°50'27"W	2.25
L3	S9°50'27"W	18.69
L4	S12°11'50"E	14.04
L5	S1°01'15"W	74.27
L6	S8°25'10"W	4.89

Right-of-Way Dedication Table Per this Plat	
Right-of-Way Dedication "A" per this Plat	318 Sq. Ft. or 0.01 Ac. ±
Right-of-Way Dedication "B" per this Plat	231 Sq. Ft. or 0.01 Ac. ±
Right-of-Way Dedication "C" per this Plat	3,352 Sq. Ft. or 0.08 Ac. ±



Combined Scale Factor = 0.999936008  
Convergence = 0°46'09"  
Computed for the Found 5/8" Rebar (LS 0596) at the Northwest corner of Lot 6  
Northing = 553982.58 US Ft.  
Easting = 1704086.39 US Ft.  
Elevation = 310.82 US Ft.

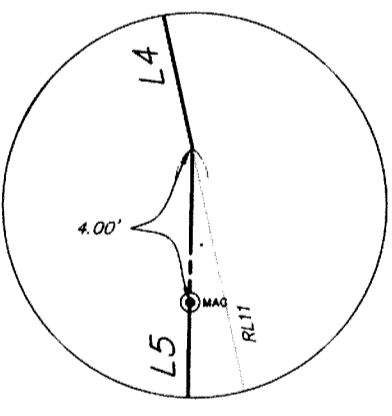
### SURVEYORS CERTIFICATION

I, Nikolay Nedkov, RPLS No. 1759, hereby certify that above plotted and described survey was performed in the field under my supervision and that all monuments were found or set, as shown, to the best of my knowledge and ability. No statement or certification, written or implied, is made regarding the existence or absence of peculiar subsurface conditions, flood hazards, ecological concerns, easements, or any facts that an accurate and complete title search would disclose, unless, it is specifically stated or shown.

*N Nedkov*  
Nikolay Nedkov AR RPLS #1759  
11.11.2013  
Date

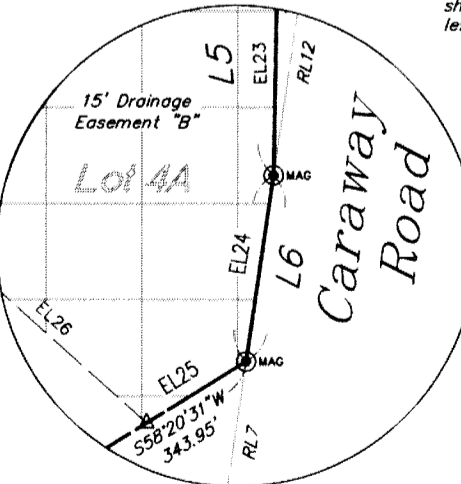
### Detail "D"

Scale: 1" = 5'



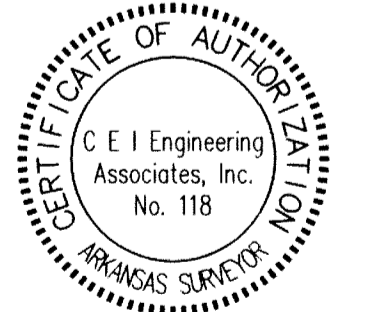
### Detail "C"

Scale: 1" = 5'



### PARENT TRACT DESCRIPTION:

Lot 6, being a replat of Lot Lot 3A, 4A, and 5 of Carrs Property University Market as shown on Plat Book "C", Page 177 in the public records of Craighead County, Arkansas, less and except the right-of-way dedication per this plat.



City of Jonesboro, AR  
DATE 11/22/13  
FILE # RPLS-48  
FINAL APPROVAL  
PRELIMINARY (NOT FOR RECORDING)  
PLANNING DEPT  
ENGINEERING DEPT

Certificate of Approval  
Pursuant to the Jonesboro Subdivision Regulations and all other conditions and approval having been completed, this document is hereby accepted. This Certificate is hereby executed under the authority of said rules and regulations.  
Signed: *[Signature]* 11/05/13  
Jonesboro Planning & Inspection Dept. Date

Certificate of Ownership  
We the undersigned, owners of the real estate shown and described herein, do hereby certify that we laid off, plotted, and subdivided and do hereby lay off, plat, subdivide said real estate in accordance with this plat and do hereby dedicate to the use of the public the streets, alleys, drives, easements, etc. as shown on said plat.  
Date of Execution:  
Signed: *[Signature]*  
Hamm & Shaffer, LLC Store #362, L.L.C.  
6400 Westown Parkway  
West Des Moines, IA 50266  
Source of Title: Instrument 2013R-010589  
Subscribed and sworn before me, this 13th day of Nov, 2013.  
Notary Public  
2-28-2014  
My Commission Expires

State Plat Code: 500-14N-04E-0-17-100-16-1759

Scale: 1" = 50'

11/11/13	NKN	TLP	MJH	KMH
DATE	PLS	DRW	FLD	CHK'R

**Kum & Go Store #362**

**CEI Engineering Associates, Inc.**  
ENGINEERS • PLANNERS • SURVEYORS  
LANDSCAPE ARCHITECTS • ENVIRONMENTAL SCIENTISTS

3108 SW Regency Parkway, Suite 2  
Bentonville, AR 72712  
PH: (479)273-9472  
FAX: (479)273-0844

Re-Plat of Lots 3A, 4A, & 5 of Carrs Property University Market  
East Johnson Ave. & Caraway Road  
Jonesboro Arkansas

DATE 11/11/13  
2:04 PM  
SHEET NO. 1 OF 1  
REV-0

JOB # PROJ#27385 DRAWING: 27385-Plat-RO-04E LAST SAVED BY: NNEKOV



Legislation Details (With Text)

<b>File #:</b>	RES-13:219	<b>Version:</b>	1	<b>Name:</b>	Maintenance agreement for Highland Pointe
<b>Type:</b>	Resolution	<b>Status:</b>			To Be Introduced
<b>File created:</b>	12/10/2013	<b>In control:</b>			Public Works Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR HIGHLAND POINTE ADDITION, A COMMERCIAL DEVELOPMENT				
<b>Sponsors:</b>	Engineering				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Maintenance Agreement.pdf</a> <a href="#">Plat.pdf</a>				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR HIGHLAND POINTE ADDITION, A COMMERCIAL DEVELOPMENT

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

WHEREAS, Four H Investments, LLC has submitted a Maintenance Agreement for Stormwater Management Facilities for Highland Pointe Addition;

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

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

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

Section 1: The City of Jonesboro accepts the attached maintenance agreement with Four H Investment, LLC for Highland Pointe Addition and authorizes the Mayor and City Clerk to execute all documents necessary to effectuate the agreement.

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

**MAINTENANCE AGREEMENT  
FOR STORMWATER MANAGEMENT FACILITIES**

**Property Identification**

Project Name: Highland Pointe Addition  
Project Address: 4501, 4505, 4509, 4511 East Highland Drive  
Owner(s): Four H Investments, LLC  
Owner Address: 2614 E Nettleton Ave.  
City: Jonesboro State: AR Zip Code: 72401

In accordance with Section 112-157 of the Jonesboro Municipal Code, this agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the City of Jonesboro, an Arkansas municipal corporation, hereinafter called the "City" and Four H Investments, LLC, hereinafter called the "Developer".

WITNESSTH, that:

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

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

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

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


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

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

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

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

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

Owner/Agent:	TRAVIS COPE		12/2/13
	Printed Name	Signature	Date
Owner/Agent:			
	Printed Name	Signature	Date

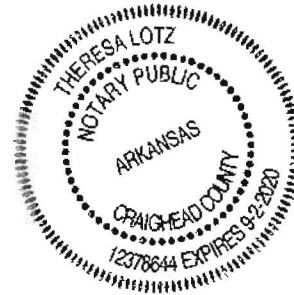
STATE OF ARKANSAS  
COUNTY OF CRAIGHEAD

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

WITNESS my hand and seal this 2 day of December, 2013.

Theresa Lotz  
Notary Public (Printed Name)

Theresa Lotz  
Notary Public (Signature)



My Commission Expires: 9-2-2020

Accepted by:

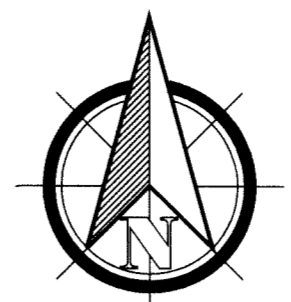
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

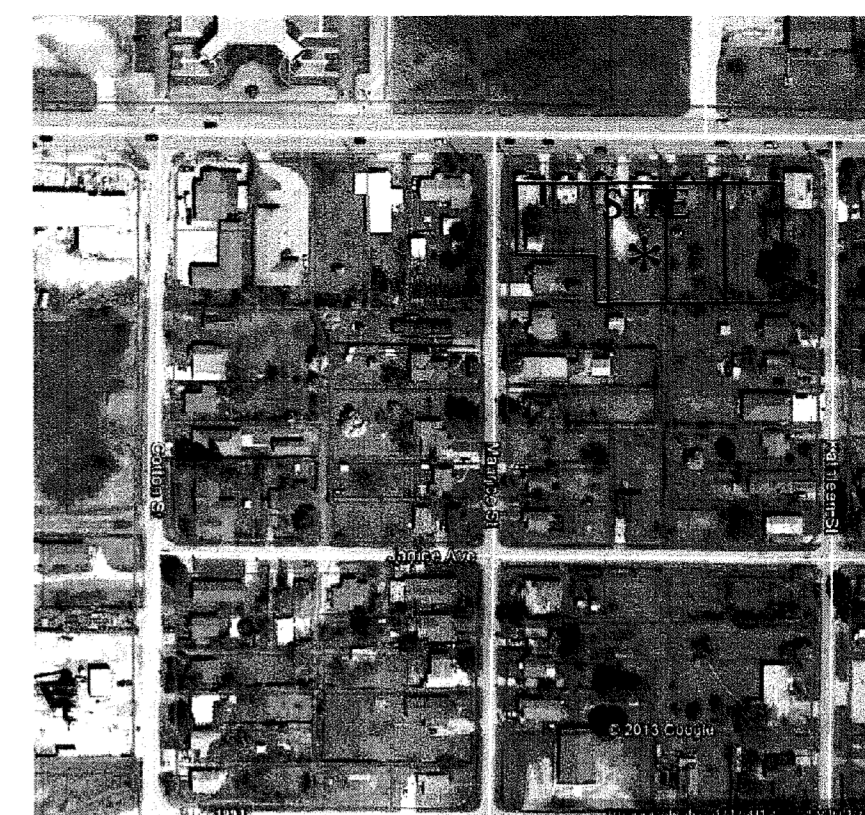
\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date





BEARING BASIS: ARKANSAS STATE PLANE NORTH ZONE



VICINITY MAP NOT-TO-SCALE

**LEGEND**

- = BOUNDARY LINE
- = ADJACENT LOT LINE
- = LOT LINE TO BE EXTINGUISHED
- = EASEMENT LINE
- = BUILDING SETBACK LINE
- = F.I.P. = FOUND MONUMENT AS NOTED
- = F.I.P. = FOUND MONUMENT AS NOTED

**DESCRIPTION**

A REPLAT OF LOTS 2-6 AND A PART OF LOTS 7-8, BLOCK B OF EARL KIECH ADDITION TO THE CITY OF JONESBORO, AR.

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

SAID PLAT SHALL HERE-IN-AFTER BE DESIGNATED AND REFERRED TO AS:

**HIGHLAND POINTE ADDITION**  
TO THE CITY OF JONESBORO, ARKANSAS.

WE BEING THE OWNERS DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER, ALL STREETS OF WIDTH, LENGTH AND LOCATION AS SHOWN ON THE PLAT HEREON, AND SAID OWNERS DO HEREBY DEDICATE ALL EASEMENTS TO THE PUBLIC USE FOR THE EXPRESS PURPOSE INDICATED.

SIGNED THIS 25<sup>th</sup> DAY OF Nov, 2013

BY NAME

TITLE Surveyor

BY \_\_\_\_\_ NAME

TITLE \_\_\_\_\_

**REVISIONS**

DATE	BY	DESCRIPTION

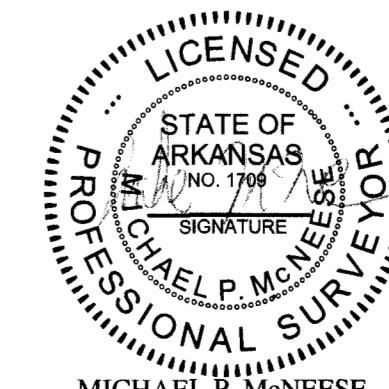
**DRAWING INFO**

DRAWN BY:	MPM
DATE:	11-13-2013
SCALE:	1"=20'
JOB NUMBER:	13159
CAD NUMBER:	13159-002
CLIENT:	CUDE

**SURVEYOR'S CERTIFICATION**

I HEREBY CERTIFY THAT MCNEESE LAND SURVEYING HAS THIS DATE MADE A SURVEY OF THE ABOVE DESCRIBED PROPERTY AS SHOWN HEREON AND THAT SAID SURVEY IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE OF SURVEY: NOVEMBER 13, 2013.



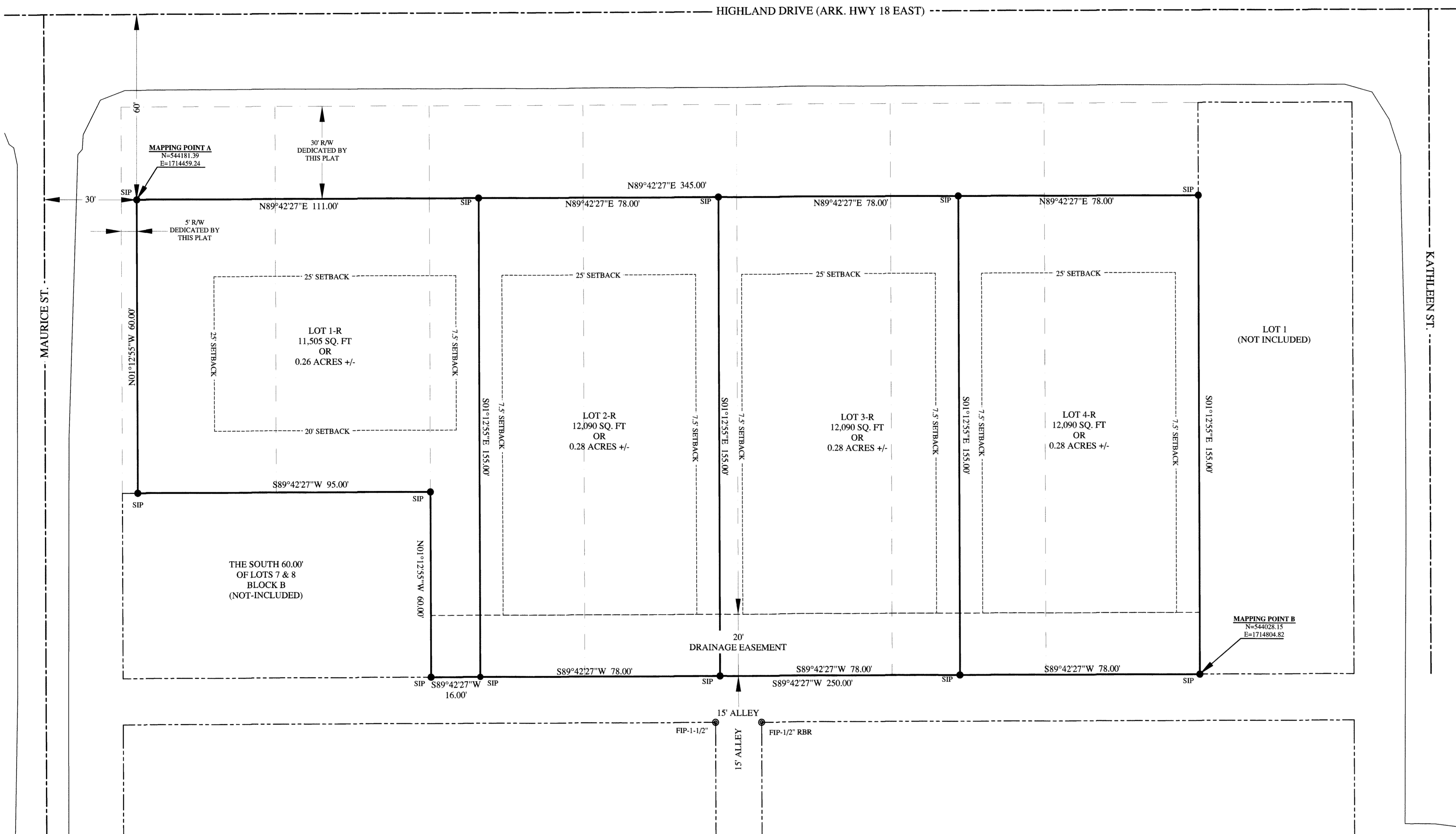
MICHAEL P. MCNEESE  
PROFESSIONAL SURVEYOR  
ARKANSAS CERTIFICATE NO. 1709

NOT VALID WITHOUT ORIGINAL SIGNATURE

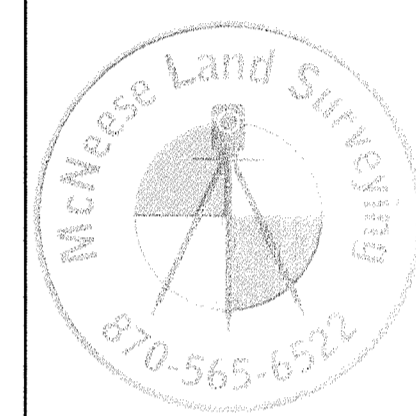
**SURVEYOR'S NOTES**

- THE FOLLOWING DOCUMENTS WERE USED TO CONDUCT THIS SURVEY:
  - RECORD PLAT OF EARL KIECH ADDITION IN THE PUBLIC RECORDS OF CRAIGHEAD COUNTY, JONESBORO, ARKANSAS.
- NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS SURVEYOR FOR EASEMENTS, RESTRICTIONS, RESERVATIONS OR RIGHTS-OF-WAY AFFECTING THIS PROPERTY WHICH A FULL TITLE SEARCH MAY DISCLOSE.
- SUBJECT PROPERTY IS CURRENTLY ZONED R-2 WITH THE FOLLOWING BUILDING SETBACK REQUIREMENTS:
  - STREET=25'
  - SIDE=7.5'
  - REAR=20'

City of Jonesboro, Arkansas  
 DATE: 12/4/13  
 FILE # 13-09  
 FINAL APPROVAL  
 PRELIMINARY (NOT FOR RECORDING)  
 PLANNING DEPT.  
 ENGINEERING DEPT.



MCNEESE LAND SURVEYING  
3520 ALEXANDER DRIVE SUITE B  
JONESBORO, AR 72401  
mike@mcneesurveying.com  
OFFICE: (870) 203-9940 CELL: (870) 565-6522



LOTS 1-R THRU 4-R OF HIGHLAND POINTE ADDITION  
A REPLAT OF LOTS 2-6 AND A PART OF  
LOTS 7-8, BLOCK B OF  
EARL KIECH ADDITION TO THE CITY OF JONESBORO, ARKANSAS



## Legislation Details (With Text)

<b>File #:</b>	RES-13:221	<b>Version:</b>	1	<b>Name:</b>	Maintenance agreement for Replat of Lot 1 Block C of Cornerstone United Methodist Church Addition
<b>Type:</b>	Resolution	<b>Status:</b>			To Be Introduced
<b>File created:</b>	12/18/2013	<b>In control:</b>			Public Works Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR REPLAT OF LOT 1 BLOCK C OF CORNERTONE UNITED METHODIST CHURCH ADDITION, A COMMERICAL DEVELOPMENT				
<b>Sponsors:</b>	Engineering				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Maintenance Agreement.pdf</a> <a href="#">Plat.pdf</a>				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR REPLAT OF LOT 1 BLOCK C OF CORNERTONE UNITED METHODIST CHURCH ADDITION, A COMMERICAL DEVELOPMENT

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

WHEREAS, Central Baptist Church has submitted a Maintenance Agreement for Stormwater Management Facilities for Replat of Lot 1 Block C of Cornerstone United Methodist Church Addition;

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

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

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

Section 1: The City of Jonesboro accepts the attached maintenance agreement with Central Baptist Church for Replat of Lot 1 Block C of Cornerstone United Methodist Church Addition and authorizes the Mayor and City Clerk to execute all documents necessary to effectuate the agreement.

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

**MAINTENANCE AGREEMENT  
FOR STORMWATER MANAGEMENT FACILITIES**

**Property Identification**

Project Name: Central Baptist Church – Journey Campus  
Project Address: 1701 Disciple Drive, Jonesboro, AR  
Owner(s): Central Baptist Church  
Owner Address: 3707 Harrisburg Road  
City: Jonesboro State: AR Zip Code: 72404

In accordance with Section 112-157 of the Jonesboro Municipal Code, this agreement is made and entered into this 13<sup>th</sup> day of December 2013, by and between the City of Jonesboro, an Arkansas municipal corporation, hereinafter called the "City" and Central Baptist Church, hereinafter called the "Developer".

WITNESSTH, that:

WHEREAS, The Developer is proceeding to build on and develop the property in accordance with the Stormwater Management Plan (the "Plan") approved by the City and the recorded plat (the "Plat") for Replat of Lot 1 Block C of Cornerstone United Methodist Church Addition as recorded in the records of Craighead County, Arkansas.

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

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

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

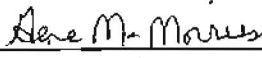
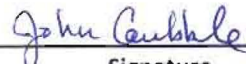
WHEREAS, the City of Jonesboro shall be responsible, after construction and final acceptance of the development, for the operation and long-term maintenance of all drainage structures and improved watercourses which are part of the City of Jonesboro Stormwater Management System and which are not constructed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

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

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

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

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

Owner/Agent:	Gene McMorries		12-17-13
	Printed Name	Signature	Date
Owner/Agent:	John Caubbe		12-17-13
	Printed Name	Signature	Date

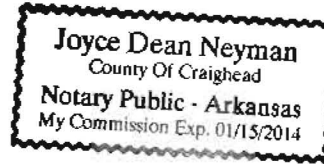
STATE OF ARKANSAS  
COUNTY OF CRAIGHEAD

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

WITNESS my hand and seal this 17 day of December 2013

Joyce Dean Neyman  
Notary Public (Printed Name)

Joyce Dean Neyman  
Notary Public (Signature)



My Commission Expires: 1-15-2014

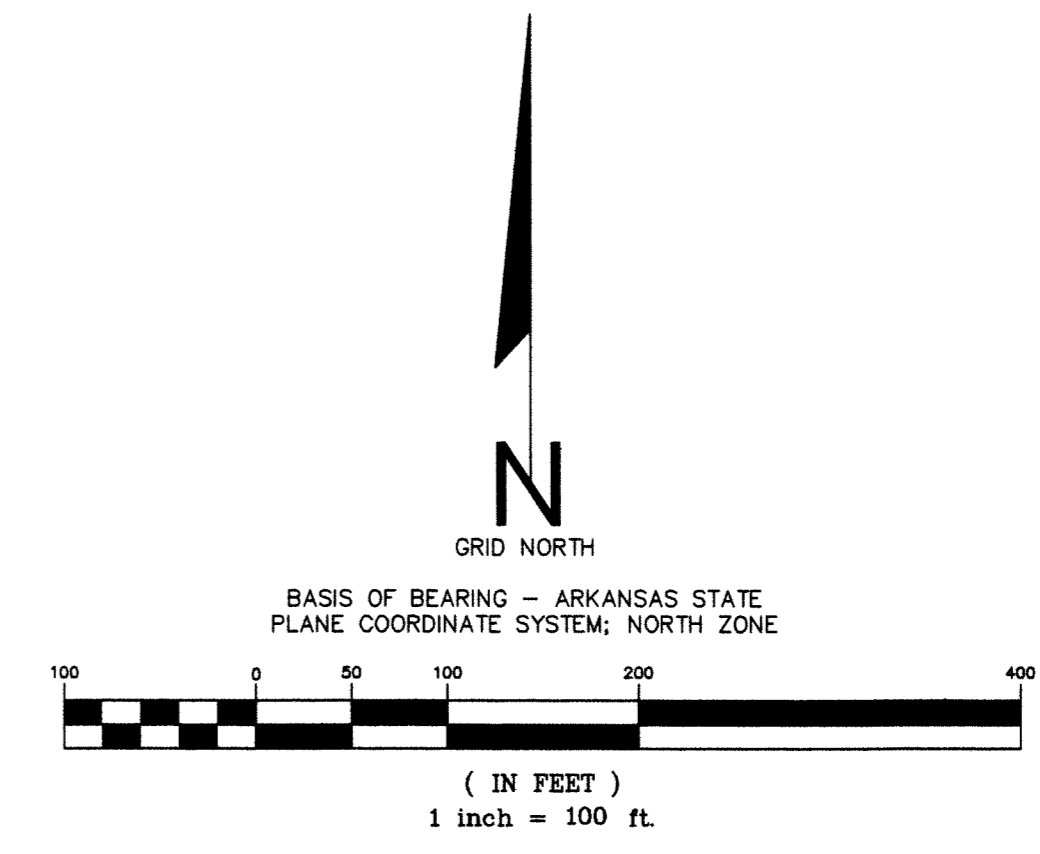
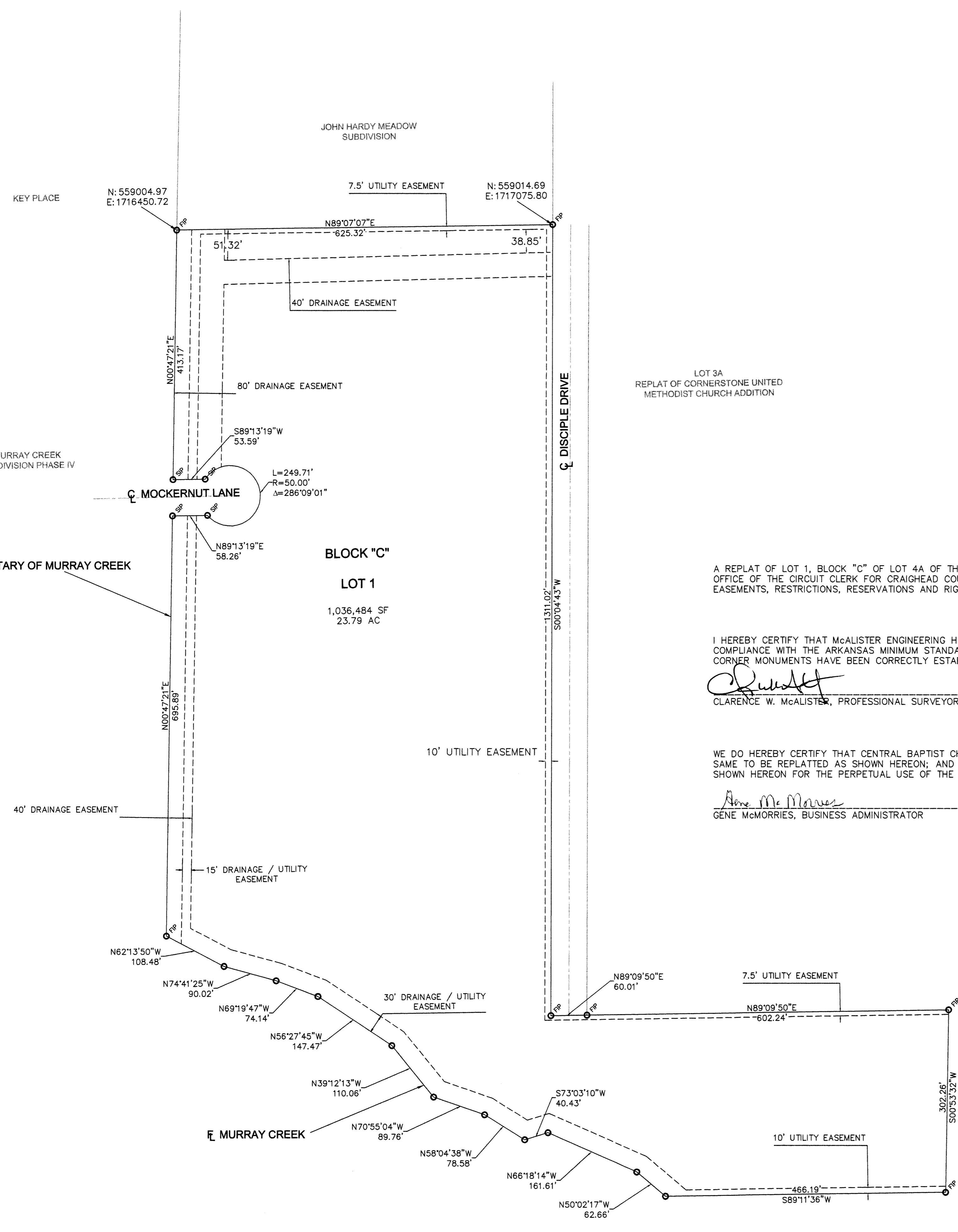
Accepted by:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date



- LEGEND**
- - FOUND IRON PIN (1" PIPE W/ BARE CAP)
  - - SET IRON PIN (1" PIPE W/ McALISTER #1303 CAP)
  - - COMPUTED POINT / POINT NOT SET

**BLOCK "C"**  
**LOT 1**  
 1,036,484 SF  
 23.79 AC

LOT 3A  
 REPLAT OF CORNERSTONE UNITED  
 METHODIST CHURCH ADDITION

**DESCRIPTION**

A REPLAT OF LOT 1, BLOCK "C" OF LOT 4A OF THE REPLAT OF CORNERSTONE UNITED METHODIST CHURCH ADDITION AS RECORDED IN THE OFFICE OF THE CIRCUIT CLERK FOR CRAIGHEAD COUNTY AT JONESBORO, ARKANSAS, CONTAINING SOME 23.8 AC, MORE OR LESS, SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

**CERTIFICATION**

I HEREBY CERTIFY THAT McALISTER ENGINEERING HAS THIS DATE MADE A BOUNDARY SURVEY OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH THE ARKANSAS MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND PLATS AND THAT ALL PROPERTY LINES AND CORNER MONUMENTS HAVE BEEN CORRECTLY ESTABLISHED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Clarence W. McAlister*  
 CLARENCE W. McALISTER, PROFESSIONAL SURVEYOR NO. 1303 JULY 25, 2013

**OWNER'S CERTIFICATION**

WE DO HEREBY CERTIFY THAT CENTRAL BAPTIST CHURCH IS THE OWNER OF THE ABOVE DESCRIBED PROPERTY AND THAT WE HAVE CAUSED SAME TO BE REPLATTED AS SHOWN HEREON; AND HEREBY DEDICATE ADDITIONAL RIGHT OF WAY FOR MOCKERNUT DRIVE AND EASEMENTS AS SHOWN HEREON FOR THE PERPETUAL USE OF THE PUBLIC.

*Gene McMorries* *John Canubble*  
 GENE McMORRIES, BUSINESS ADMINISTRATOR JULY 25, 2013 JOHN Canubble, EXECUTIVE PASTOR JULY 25, 2013

**NOTES:**

1. PROPERTY OWNER: CENTRAL BAPTIST CHURCH
2. PROPERTY NOT LOCATED IN FLOOD ZONE AS SHOWN BY FLOOD INSURANCE RATE MAP FOR CRAIGHEAD COUNTY, ARKANSAS AND INCORPORATED AREAS, COMMUNITY - JONESBORO, CITY OF, NUMBER 050048, PANEL 0063, SUFFIX C, EFFECTIVE DATE; SEPTEMBER 27, 1991.
3. ZONING INFORMATION - CURRENT: RESIDENTIAL ONE (R1)
4. MINIMUM SETBACK REQUIREMENTS--  
 STREET = 25'  
 REAR = 25'  
 SIDE = 7.5'

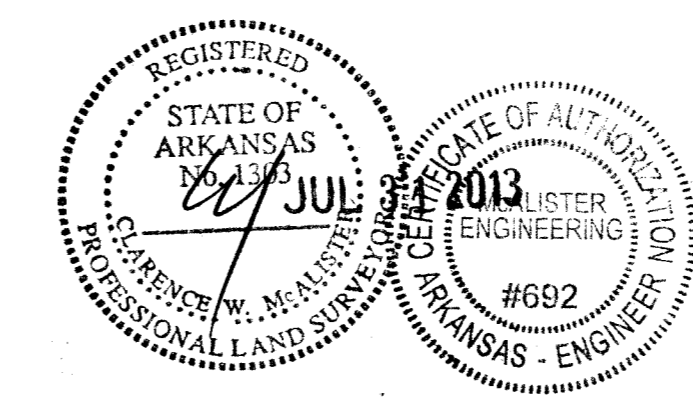
**REFERENCE DOCUMENTS:**

1. REPLAT OF LOT 4A OF THE REPLAT OF CORNERSTONE UNITED METHODIST CHURCH ADDITION AS RECORDED IN PLAT CABINET C AT PAGE 103 IN THE OFFICE OF THE CIRCUIT CLERK FOR CRAIGHEAD COUNTY IN JONESBORO, ARKANSAS.
2. PLAT OF MURRAY CREEK SUBDIVISION PHASE IV AS RECORDED IN PLAT CABINET C PAGE 125 IN THE OFFICE OF THE CIRCUIT CLERK FOR CRAIGHEAD COUNTY IN JONESBORO, ARKANSAS.
3. PLAT OF KEY PLACE AS RECORDED IN PLAT CABINET B PAGE 93 IN THE OFFICE OF THE CIRCUIT CLERK FOR CRAIGHEAD COUNTY IN JONESBORO, ARKANSAS.

**RECORD PLAT**

**REPLAT OF LOT 1 BLOCK C**  
**CORNERSTONE UNITED METHODIST CHURCH ADDITION**  
 JONESBORO, ARKANSAS

<b>McALISTER ENGINEERING</b> CIVIL ENGINEERING AND LAND SURVEYING 1019 CR 620 JONESBORO, AR 72404 870-931-1420	DRAWN BY: DM	CHECKED BY: CM
	SCALE: 1" = 100'	
	DATE: 25JUL13	FILE: 1250618JourneyPlat.dwg
	DWG REF: 04E-14N-11	JOB NO. 1250618
<b>CLARENCE W. "MAC" McALISTER, PE, PS</b>		SHEET 1 / 1 SURVEY #: 500-14N-04E-0-11-410-16-1303



DATE	REVISION	BY

City of Jonesboro	DATE 8/1/13
FILE # R13-45	
<input checked="" type="checkbox"/> FINAL APPROVAL	
<input type="checkbox"/> PRELIMINARY (NOT FOR RECORDING)	
PLANNING DEPT	APPROVED BY:
ENGINEERING DEPT	



## Legislation Details (With Text)

**File #:** RES-13:222    **Version:** 1    **Name:**  
**Type:** Resolution    **Status:** To Be Introduced  
**File created:** 12/18/2013    **In control:** Public Works Council Committee  
**On agenda:**    **Final action:**  
**Title:** A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND CITY CLERK TO PURCHASE PROPERTY LOCATED AT 919 CREATH, JONESBORO, ARKANSAS FOR THE PURPOSE OF STREET IMPROVEMENTS  
**Sponsors:** Engineering  
**Indexes:**  
**Code sections:**  
**Attachments:** [Offer and Acceptance.pdf](#)

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND CITY CLERK TO PURCHASE PROPERTY LOCATED AT 919 CREATH, JONESBORO, ARKANSAS FOR THE PURPOSE OF STREET IMPROVEMENTS

WHEREAS, the City of Jonesboro, Arkansas desires to purchase the property located at 919 Creath, Jonesboro, Arkansas for the purpose of street improvements

WHEREAS, an Offer has been made and accepted by Kenneth D. Farmer and Jennetta M. Farmer dated December 18, 2013 agreeing to sell his property located at 919 Creath, Jonesboro, Arkansas more particularly described as follows:

THE EAST 20 FEET OF THE PROPERTY DESCRIBED BY A WARRANTY DEED RECORDED IN BOOK 446 PAGE 418 IN THE CIRCUIT CLERK'S OFFICE IN CRAIGHEAD COUNTY, ARKANSAS, BEING A PART OF LOTS 2 AND 3 OF BLOCK 3 OF BROADAWAY'S ADDITION TO JONESBORO, ARKANSAS.

WHEREAS, the funding for the purchase of this property shall come from the Capital Improvement budget.

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 at a price of \$24,100.00 to come from the Capital Improvement budget.

REAL ESTATE CONTRACT FOR CITY OF JONESBORO  
OFFER AND ACCEPTANCE

1. **BUYERS:** The Buyers, CITY OF JONESBORO, A MUNICIPAL CORPORATION offer to buy, subject to the terms set forth herein, the following property:

2. **PROPERTY DESCRIPTION:**

THE EAST 20 FEET OF THE PROPERTY DESCRIBED BY A WARRANTY DEED RECORDED IN BOOK 446 PAGE 418 IN THE CIRCUIT CLERK'S OFFICE IN CRAIGHEAD COUNTY, ARKANSAS, BEING A PART OF LOTS 2 AND 3 OF BLOCK 3 OF BROADAWAY'S ADDITION TO JONESBORO, ARKANSAS.  
ALSO INCLUDING A TEMPORARY CONSTRUCTION EASEMENT ACROSS ALL OF THE PROPERTY DESCRIBED IN BOOK 446 PAGE 418 FOR THE REMOVAL OF AN EXISTING HOUSE LOCATED AT 919 CREATH AT THE CITY'S EXPENSE.

3. **PURCHASE PRICE:** The Buyers will pay as total purchase price for said property the sum of \$24,100.00, plus allowable expenses not to exceed 10% of the appraised value.

4. **CONVEYANCE:** Conveyance shall be made to Buyers or as directed by Buyers, by General Warranty Deed, except it shall be subject to recorded restrictions and easements, if any, which do not materially affect the value of the property. Unless expressly reserved herein, such conveyance shall include mineral rights owned by Seller.

5. **ABSTRACT OR TITLE INSURANCE:** The owners of the above property, hereinafter called Seller, shall furnish a policy of title insurance in the amount of the purchase price. The cost of the policy of title insurance shall be paid by the City of Jonesboro.

6. **PRO-RATIONS:** Taxes and special assessments due on or before closing shall be paid at closing from the proceeds of the sale. Any deposits on rental property are to be transferred to Buyer at closing. Insurance, current general taxes and special assessments, rental payments, and any interest on assumed loans shall be prorated at closing unless otherwise specified herein.

7. **CLOSING:** The closing date which will be designated by Agent, is estimated to be on or about February 2014. However, any unforeseen delays such as arranging financing or clearing title specifically do not void this contract.

8. **POSSESSION:** Possession shall be delivered to Buyers: Upon Closing

THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED BY BOTH BUYERS AND SELLER AND APPROVED BY THE CITY COUNCIL.

CITY OF JONESBORO

BY:

HAROLD PERRIN, MAYOR

ATTEST:

DONNA JACKSON, CITY CLERK

THIS OFFER IS ACCEPTED ON: 12/18/2013

BY:

Kenneth D. Farmer  
KENNETH D. FARMER

AND

Jennetta M. Farmer  
JENNETTA M. FARMER





## Legislation Details (With Text)

<b>File #:</b>	RES-13:206	<b>Version:</b>	2	<b>Name:</b>	Renaming of Hwy 141 to Dr. Martin Luther King Jr Blvd
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	In Committee
<b>File created:</b>	11/20/2013	<b>In control:</b>		<b>In control:</b>	Public Works Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	RESOLUTION PROVIDING FOR THE RENAMING OF STATE HIGHWAY 141 (JOHNSON) RUNNING NORTH UP TO THE CITY LIMITS OF JONESBORO, ARKANSAS, TO BE RENAMED DR. MARTIN LUTHER KING JR. BOULEVARD				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Opposition Petition</a> <a href="#">Property owners information</a>				

Date	Ver.	Action By	Action	Result
12/3/2013	2	Public Works Council Committee		

RESOLUTION PROVIDING FOR THE RENAMING OF STATE HIGHWAY 141 (JOHNSON) RUNNING NORTH UP TO THE CITY LIMITS OF JONESBORO, ARKANSAS, TO BE RENAMED DR. MARTIN LUTHER KING JR. BOULEVARD

WHEREAS, Dr. Charles Coleman had requested Mayor Perrin write the Arkansas State Highway Commission asking for the name change; And

WHEREAS, it was stated a letter of approval had been received by Mayor Perrin from the Arkansas State Highway Commission for the renaming of State Highway 141 (Johnson) running north up to the city limits of Jonesboro, Arkansas to be renamed Dr. Martin Luther King Jr. Boulevard; And

WHEREAS, the criteria has been met for this particular name change as established by Resolution 2005:120 (B) , which requires the name change be for a historical figure and have historical significance; And

WHEREAS, many larger cities within the State of Arkansas and other states within the United States have paid such tribute to Dr. Martin Luther King, Jr. for his vision and contributions.

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

State Highway 141 (Johnson) running north up to the city limits of Jonesboro, Arkansas shall be renamed Dr. Martin Luther King Jr. Boulevard.

November 27, 2013

# PETITION

Being property owners on North Church Street (Also known as Hwy 141 North), we are  
Against changing the name of this street to Martin Luther King. We feel that it should  
Remain as it is.

PRINT NAME

SIGNATURE

Frankie Dicus	Frankie Dicus	2729 N. Church St
Lisa Long	Lisa Long	2730 N. Church
Janice Turner	Janice Turner	2728 N. Church
MARISIE SAIV	MARISIE SAIV	2722 N. Church
Marie Fortenberry	M. Marie Fortenberry	2622 N Church
Kathy Kee	Kathy Kee	2618 N. Church
George A. Johnson	George A. Johnson	{ 214 Magnolia } CORNER OF CHURCH
CHARLES W. STAMP	Charles W. Stamp	2320 N. Church St
William C. Stamp	William C. Stamp	2314 N Church
Larry D Jones	Larry Jones	904 No church
Betty Jones	Betty P. Jones	904 No church
Bernice Jones	Bernice Jones	904 No church
Chris Burnett	Chris Burnett	2810 N. Church
JULIA BURNETT	Jules Burnett	2810 N. Church St
Patti Turner	Patti Turner	2726 N Church
LESTIE TURNER	Lestie Turner	2726 N Church St.
TERRY REECE	Terry Reece	1712 N. Church St

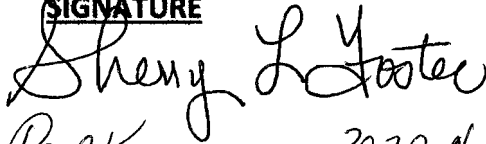

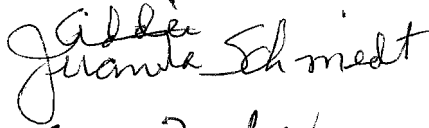
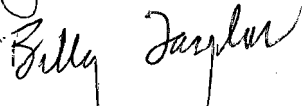



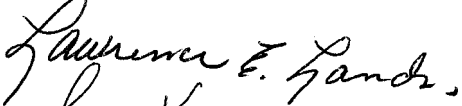
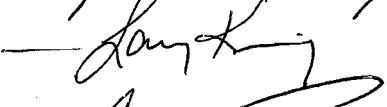



November 27, 2013

# PETITION

Being property owners on North Church Street (Also known as Hwy 141 North), we are  
Against changing the name of this street to Martin Luther King. We feel that it should  
Remain as it is.

PRINT NAME

SIGNATURE

Sherry L. Foster		2904 N. Church St.
Paul Kassen		2020 N. Church St
Juanita Schmidt		2016 N. Church St
Billy Taylor		2024 N. Church St
Diana Riggs		3022 N. Church St
Jim Rhoads		920 N. Church
Charles Willis		1000 N. Church
Lawrence Lands		1000 N Church
Larry King		1706 N. Church
James Williams		1707 N. Church
Shelby Clark		2812 N. Church
Robert <del>Presley</del>		2716 N. Church
Presley		2012 N. Church
		1216 N. Church
		822 N. Church

November 27, 2013

# PETITION

Being property owners on North Church Street (Also known as Hwy 141 North), we are  
Against changing the name of this street to Martin Luther King. We feel that it should  
Remain as it is.

PRINT NAME

SIGNATURE

LARRY GIBSON  
DONNA PURYEAR

Matt Puryear  
Scott Arender

Betty Foster  
Gilbert Foster

*Larry Gibson*  
*Donna Puryear*

*Matt Puryear*  
*Scott Arender*  
*Betty Foster*  
*Gilbert Foster*

VIVIAN WRAY  
MYRTLE DAVIS  
C. WAYNE ADAMS  
BURNIS SHELTON

EDWIN SEE  
KATHY HOOPER  
PATSY FOSTER  
RICHARD FOSTER

*Vivian Wray*  
*Myrtle Davis*  
*C. Wayne Adams*  
*Burnis Shelton*  
*Edwin See*  
*Cathy Hooper*  
*Patsy Foster*  
*Richard Foster*

*2714 N Church St*  
*Jonesboro AR 72401*  
*2710 N. Church St.*  
*Jonesboro, AR 72401*  
*2710 N. Church St.*  
*Jonesboro, AR 72401*  
*2704 N. Church St.*  
*3008 N. Church St*  
*3008 N. Church St*  
*3012 N. Church St*  
*3012-2 N. Church St*  
*3008 B N. Church St*  
*3006 N. Church St.*  
*2610 N. Church St*  
*1708 N. Church St*  
*1316 N. Church St.*  
*1312 N Church*  
*1218 N Church*  
*1008 N. Church St*  
  
*2914 N Church*  
*"*  
*"*

November 27, 2013

# PETITION

Being property owners on North Church Street (Also known as Hwy 141 North), we are  
Against changing the name of this street to Martin Luther King. We feel that it should  
Remain as it is.

**PRINT NAME**

PATRICIA HANKS  
SANJUANA OROZCO  
MELISSA BALDWIN

**SIGNATURE**

Patricia Hanks  
SanJuana Orozco  
Melissa Baldwin

2030 N. CHURCH  
1310 N. CHURCH  
101 E. LINDSEY  
SNACK PACK ON  
MAIN ST

November 27, 2013

## PETITION

Being property owners on North Church Street (Also known as Hwy 141 North), we are  
Against changing the name of this street to Martin Luther King. We feel that it should  
Remain as it is.

PRINT NAME

HEATHER DRISCOLL  
Paul Davison

DEBRA DAVISON

KEN SPARGO  
Steve EVANS

KAREN Snyder  
1505 NORTH Church St.  
Jonesboro, Ar. 72401

Larelle Broadway  
JOHNNY R. BROADWAY

Dawn Gambill

SIGNATURE

Heather Driscoll  
1709 N. Church St.

Paul Davison  
1605 N. Church St

Debra Davison  
1605 N. Church St.

Kenneth Spargo  
2617 N. Church  
1389 N Church

Karen Snyder

Larelle Broadway

Johnny R. Broadway  
2818 + 2819 N Church

Dawn Gambill  
1713 N Church St.

November 27, 2013

# PETITION

Being property owners on North Church Street (Also known as Hwy 141 North), we are  
Against changing the name of this street to Martin Luther King. We feel that it should  
Remain as it is.

PRINT NAME

SIGNATURE

Linda Eldridge

Linda Eldridge  
2317 n. Church

Nellie Bobbitt

2315 N. Church

Reba Shipley

Reba Shipley

1413 N Church

Clifton Griffin

1409 N Church

Richard Barton

1215 N CHURCH

Bobby Hatley

1007 N CHURCH

Audrey Christiansen

821 N Church

Sartin Tire LLC

403 N Main

401 N main

404 N main

401 Gordon

1217 N Church

1221 N Church

2211 N Church

Jim Smith

2015 N Church.

Ricky Mashburn

Callem Brunner

November 27, 2013

# PETITION

Being property owners on North Church Street (Also known as Hwy 141 North), we are  
Against changing the name of this street to Martin Luther King. We feel that it should  
Remain as it is.

PRINT NAME

SIGNATURE

Chris Gambill  
Shirley Gambill  
GEORGE GAMBILL

Chris Gambill  
Shirley Gambill  
George Gambill

1713 N. Church  
1711 N. Church  
1715 N. CHURCH

~~Andrea K. Sherman~~  
ALICE BROGLEN

SANDRA SHERMAN  
Alice Broglen

3025 N. Church St.  
3017 N Church St

Kenny Broadway  
Ethna Broadway

Ky Bundy  
Ethna

2923 N Church  
2816 N Church

Sherr. Broadway

Sherr. J. Broadway

2923 N. Church St.

Bob IVY

Bob Ivy

2813 N Church St

~~Dianna~~ Dianna Easley D. Easley

303 N. Main

Mary Freeman

MARY FREEMAN

2501 N. Church

Cecil A. Baxley

Cecil A. Baxley

2603 N. Church

Dreg Miller  
George E. Baxley

Dreg Miller  
George E. Baxley

2715 N Church  
2603 N. Church.

John Davis

John Davis

2611 N. Church St.



Mayor,

Here is the report you asked for. There were approximately 140 property owners listed on ARcountydata.com. I was able to make contact with 72 property and business owners located on HWY 141 (N. Main & N. Church). The list provided was developed using the FOR, AGAINST, or INDIFFERENT answers to help determine a general consensus of the property owners on the matter. The names with no color highlighted, are the individuals I was unable to speak with or that were not home. Below I have listed the colors for clarification.

GREEN- In Favor of Changing Road Name (Total=10)

RED- Opposed to Changing Road Name (Total=55)

Blue- Indifferent to Changing Road Name (Total=7)

If you have any questions, please feel free to contact me.

Thanks,

Aaron Smith

Address	Owner	Type	For	Against	Indifferent	Phone #	Result
206 N. Main (Carwash)	Matthews Trust	Commercial		1		273-9650	No Answer. Tried Contacting
207 N. Main (Exxon)	Double Browns Properties	Commercial		1		932-4832	
213 N. Main	Double Browns Properties	Commercial		1		932-4832	
220 N. Main	Barry Phillips	Commercial	1				For it, as long as they change overpass name
238 N. Main	William & Belinda Glass	Commercial				275-7037	Number Disconnected
303 N. Main (D&E Feed, Seed, & Produce)	Freddy & Dianna Easley	Commercial	1			933-7105	Spoke with Dianna
310 N. Main (New St. John Missionary Baptist Church)						932-6915	Left Voice Message
321 N. Main	Rodney Cranford	Residential	1			932-6182	
323 N. Main	Billy R. Williams	Residential				NL	Lives in California. UTL
401 N. Main	Raymond & Darlene Carmichael	Residential		1		897-4075	
401 N. Main	Terry & Linda Anderson	Residential				NL	UTL
403 N. Main	Sonny Sartin	Commercial		1		932-1412	
413 N. Main	Ashley M. Rogers	Residential			1		
416 N. Main	Roger Lee Smith	Residential				NL	No One home
426 N. Main	Triple Sea LLC	Commercial		1		931-9634	
428 N. Main	Triple Sea LLC	Commercial		1		931-9634	
500 N. Main	Wayne Anderson	Residential		1		933-8104	
501 N. Main	Oliver Webb	Residential				935-5782	No Answer
509 N. Main	Arkansas Glass Container	Residential		1		932-4564	
515 N. Main	Steve & Rita Stoker	Residential		1		935-0345	
516 N. Main	Debhora Curtwright	Residential				932-9641	Left Voice Message
518 N. Main (Called Owner)	Vernon Wood	Residential		1		935-6690	
520 N. Main	Kevin Kimble	Residential				NL	No One Home
522 N. Main	Eleazar & Silvia Lopez	Residential				268-0423	Left Voice Message. Go by House
523 N. Main	Henry Waldrip	Residential	1				
524 N. Main	D&G Rentals LLC	Residential		1		933-9749	
525 N. Main	Henry Waldrip	Residential	1				
526 N. Main	Bobby & Faye Hubble	Residential		1		935-0621	
528 N. Main	Joe & Becky Perkins	Residential		1		935-3549	
530 N. Main	Richard or Donna Gambill	Residential		1		530-1242	
602 N. Main	Jackie Cowley	Residential				933-6477	
705 N. Main	Steve & Rita Stoker	Commercial		1		935-0345	
817 N. Church	North Main Baptist Church	Residential				935-4541	Left Voice Message

821 N. Church	Sandra Kee	Commercial		1			
900 N. Church	Ricardo Ramirez	Commercial				NL	No One Home
901 N. Church	Shannon & Elaine Kee	Commercial		1		932-8470	
904 N. Church	Larry Jones	Residential		1		802-0376	
915 N. Church	Casimiro & Adelfina Oyervides	Residential				933-9419	Does not speak English. Hung up on me
917 N. Church	Patricia West	Residential				972-5212	Number Disconnected
919 N. Church	David A Jones	Commercial				935-0679	Left Voice Message
920 N. Church	Billie Taylor	Residential				NL	No One Home
921 N. Church	Billy & Ruth Sartain	Residential			1	972-6285	
1000 N. Church	Jimmy D & Gloria J Rhoads	Residential				NL	Go by House
1003 N. Church	Wayne Anderson	Residential		1		933-8104	
1004 N. Church	John Joseph McNeil	Residential				236-1769	Number Disconnected
1006 N. Church	Guillermo Martinez	Residential				NL	Go by House
1007 N. Church	Bobby Hatley	Residential		1		935-0206	
1008 N. Church	Cathy Hooper	Residential		1		933-8396	931-0261
1213 N. Church	Ronald White	Residential				NL	
1215 N. Church	James & Coyse Barton	Residential	1			935-5459	
1216 N. Church	Shelby Clark	Residential				931-7715	Number Disconnected
1217 N. Church (141 Auto Parts & Radiator)	Lance P & Carol Sharp	Commercial		1		935-8890	
1218 N. Church	Charles & Dovie Groves	Residential			1	932-1663	No Answer
1220 N. Church	James & Coyse Barton	Residential	1			935-5459	
1221 N. Church	Lance P & Carol Sharp	Residential		1		935-8890	
1225 N. Church	Lance P & Carol Sharp	Residential		1		935-8890	
1309 N. Church	Steve Evans	Residential		1		932-5874	
1310 N. Church	Alfredo & Sanjuana Orozco	Residential		1		203-0700	932-7874
1311 N. Church	Seastandard Investments LLC	Commercial	1			761-9373	
1312 N. Church	Burnis Shelton	Residential				NL	Go by House
1316 N. Church	Gaylon Adams	Residential				NL	Go by House
1401 N. Church	Lori Martin	Residential				NL	UTL
1405 N. Church	Lori Martin	Residential				NL	UTL
1409 N. Church	Clifton Griffin	Residential				935-7257	Number Disconnected
1413 N. Church	Shiplee Residence	Residential		1		NL	
1417 N. Church	Richard Johnson	Residential				NL	No One Home
1505 N. Church	Karen Snyder	Residential				275-6642	No One Home

1511 N. Church	Helen Dement	Residential				NL	No One Home
1513 N. Church	Louis & Mary Ziegenhorn	Residential			1	NL	Lives in Little Rock
1530 N. Church	White River Rural Health Center	Commercial					Would not talk to me
1601 N. Church	Louis & Mary Ziegenhorn	Residential			1	NL	Lives in Little Rock
1605 N. Church	Paul Hoyt Davison	Residential		1		935-3773	
1609 N. Church	Terry L & Michelle D Hill	Residential		1		NL	
1613 N. Church	Ken Stacks	Residential				932-5530	No Answer
1660 N. Church (Dollar General)	Retail Property Investments	Commercial			1	933-6889	
1701 N. Church	Dennis & Madeline Carter	Residential		1		931-4932	
1705 N. Church	Fred Williams	Residential				933-6616	No One Home
1706 N. Church	NEA Rentals	Residential		1		802-4733	
1707 N. Church	NEA Rentals	Residential		1		802-4733	
1708 N. Church	Frank Dewayne Davis	Residential				NL	No One Home
1709 N. Church	Thomas & Cynthia Cartwright	Residential				NL	No One Home
1711 N. Church	Ronnie Waln	Residential		1		932-6337	
1712 N. Church	Victoria N. Reece	Residential		1		935-6116	
1713 N. Church	Jon C & Dawn Gambill	Residential		1		932-2090	
1715 N. Church	George R. Gambill	Residential		1		932-2090	
2012 N. Church	Brandi Williams	Residential		1		NL	
2013 N. Church	Amanda J Clark	Residential				NL	Go by house
2014 N. Church (Immanuel Baptist Church)	JLH Ventures LLC	Residential				932-1570	Left Voice Message
2016 N. Church	Paul Kassen	Residential				931-1330	Number Disconnected
2017 N. Church	Debra Smith	Residential				NL	No One Home
2020 N. Church	Paul Kassen	Residential				931-1330	Number Disconnected
2024 N. Church	Paul Kassen	Residential				931-1330	Number Disconnected
2028 N. Church	Kum & Go	Commercial			1	972-6953	
2032 N. Church	Patricia Hanks	Residential				NL	UTL
2034 N. Church	Patricia Hanks	Commercial				NL	UTL
2038 N. Church	Shirley Dement Trust	Residential				NL	UTL
2101 N. Church	D and E Collins Enterprises LLC	Residential				NL	UTL
2109 N. Church	Son-Tina Enterprises Inc	Commercial				NL	UTL
2110 N. Church	Russell C & Melissa K Gibson	Commercial				NL	
2114 N. Church	Mature Living of Harrisburg	Commercial				NL	
2205 N. Church	Jason & Amanda Amick	Commercial				NL	

2211 N. Church	Ricky Mashburn	Commercial		1			
2221 N. Church	Vector Disease Control	Commercial				933-6939	Left Voice Message
2304 N. Church (Apple Hill Church of Christ)						931-6877	Disconnected Number
2310 N. Church	Marcus Bennett	Residential	1				
2312 N. Church	Marcus Bennett	Commercial	1				
2314 N. Church	William Stamp	Residential		1			
2315 N. Church	Bobbitt Residence	Residential		1			
2317 N. Church	Linda Eldridge	Residential				NL	UTL
2320 N. Church	Darrell Wall	Residential				NL	No One Home
2323 N. Church	Billy Richmond	Residential				934-0327	No Answer
2501 N. Church	Mary Freeman	Residential				935-4881	Left Voice Message
2503 N. Church	Joel & Karen Forester	Residential				933-9470	No Answer
2607 N. Church	Steven & Stephanie Tyler	Residential				932-9281	Got Busy Signal
2610 N. Church	Vivian Wray	Residential				NL	No One Home
2611 N. Church	John & Sue Davis	Residential				931-5686	Left Voice Message
2614 N. Church	Yalanda Young	Residential				933-6824	No Answer
2618 N. Church	Kathy Kee	Residential		1		972-0112	
2620 N. Church	Al Ishmael	Residential		1		972-0112	
2704 N. Church	Scott & Sherrie Arender	Residential				935-7910	No Answer
2710 N. Church	Matt & Donna Puryear	Residential				932-0596	No Answer
2715 N. Church	Hoyt Miller	Residential		1		219-5922	
2722 N. Church	Sharrie Louise Sain	Residential				931-9860	Number Disconnected
2726 N. Church	Patti Turner	Residential		1		932-1808	
2728 N. Church	Billy J Turner	Residential		1			
2729 N. Church (Dacus Fence)	Saddlewood LLC	Commercial		1		932-4100	
2732 N. Church	Robert Carlisle	Commercial		1		932-9647	
2810 N. Church	Chris & Julia Burnett	Residential				568-7711	Number is Disconnected
2812 N. Church	Lawrence Lands	Residential					Lives in Colorado
2813 N. Church	Bobby & Patricia Ivy	Residential				NL	
2817 N. Church	Raymond Elder	Residential		1		935-1001	
2904 N. Church	Sherry Pruitt	Residential				933-9699	Number Disconnected
2910 N. Church	Gilbert Foster	Residential		1		931-6010	
2918 N. Church	Richard Foster	Residential		1		974-9836	935-8186
2923 N. Church	Kenneth & Sherri Broadway	Residential		1		932-1586	

3008 N. Church	Gilbert Foster	Residential		1		931-6010	
3017 N. Church	Alice Broglen	Residential		1		203-0083	935-8384
3019 N. Church	JL Simpson	Residential				932-7336	No Answer
3022 N. Church	Addie Schmidt	Residential				268-0982	No Answer
3025 N. Church	Paul & Sandra Sherman	Residential		1		972-1775	
				10	55	7	



## Legislation Details (With Text)

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<b>File #:</b>	COM-14:001	<b>Version:</b>	1	<b>Name:</b>	Discussion concerning site plan reviews/appeals process
<b>Type:</b>	Other Communications	<b>Status:</b>			To Be Introduced
<b>File created:</b>	1/2/2014	<b>In control:</b>			Public Works Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	Discussion: Site Plan Reviews/Appeal Process				
<b>Sponsors:</b>	Planning				
<b>Indexes:</b>	Misc. communications				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">MEMO Site Plan Appeal Text Amendment PublicWorks</a> <a href="#">Proposed Ordinance Site Plan Appeals</a>				

Date	Ver.	Action By	Action	Result
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Discussion: Site Plan Reviews/Appeal Process

The Jonesboro Code does not specify who may file appeals of Site Plan decisions. The proposed amendment seeks to provide clarity in the code language under Chapter 117, Section 117-32 (d).

# MEMO

## **RZ: 13-22: Text Amendment: Site Plan Appeal Process Clarified**

**TO: Council Public Works Committee**  
**From: MAPC/Planning Department, Otis T. Spriggs,**  
**Date: January 2, 2014**  
**Re.: Text Amendment Proposal**

The existing Code language is below extracted from the Jonesboro Code of Ordinances. Currently there is an unclear area in the language regarding site plan reviews. **The code does not specify who may file appeals of Site Plan decisions.** This is specifically what needs to be modified and clarified in the Code Language. This proposed amendment seeks to clarify the sections below.

\*\*\*\*\*

### **\*\*\*EXISTING CODE LANGUAGE:**

#### **Sec. 117-32. Zoning and building permits.**

(a) It shall be unlawful to commence the construction, reconstruction, moving, demolition or structural alteration of any building until a zoning permit and a building permit has been issued. No building permit shall be issued unless the proposed construction or use is in full conformity with all the provisions of these regulations and other applicable building laws, ordinances, or regulations. A zoning permit shall also be required for the use or reuse of property, buildings, or structures where building permits are not required. Compliance with paved parking and other site standards shall be achieved as a condition a change of use for commercial, industrial and multifamily purposes. In addition, a zoning permit evidencing compliance with the provisions of this chapter shall be a prerequisite to the issuance of a city privilege or occupation license.

(b) All applications for building permits shall be accompanied by a plan in duplicate drawn to scale, showing the size of the building to be erected and its location on the zoning lot, the location of any existing buildings or structures, location and dimensions of all driveways and parking or loading areas, drainage and such other information as may be necessary to provide for the administration of this chapter.

(c) Site plans, sealed by a professional engineer licensed in the state shall be required in accordance with the city stormwater management/drainage ordinance for all development or redevelopment proposals. Multifamily development plans of five or more units and all commercial developments shall be sealed by an architect licensed in the state.

(d) Site plans shall be required for all multifamily development proposals of five units or more, as well as for all new commercial and industrial development and substantial redevelopment. Such plans shall be reviewed and approved at the staff level, subject to appeal by the applicant to the Metropolitan Area Planning Commission; provided that, large-scale



commercial development of over 75,000 square feet of gross floor area, and multifamily developments of more than 48 units shall be approved by the Metropolitan Area Planning Commission. **Site plan decisions by the MAPC shall be subject to appeal to the city council. Complete requirements for site plans are included in the appendices hereto.**

(e) The design professional, engineer, architect, or landscape architect, preparing and sealing site plans as prescribed under this section shall periodically inspect the construction of all site improvements shown on and required by the site plan approved by the city planner and/or the Metropolitan Area Planning Commission and shall verify that, to the best of the design professional's knowledge, all improvements have been constructed and completed in accordance with said plan. A letter verifying this fact shall be submitted to the city planner prior to issuance of a certificate of occupancy. (Zoning Ord., § 14.44.02; Ord. No. 3429; Ord. No. 07-3165, 12-18-2007)

**Sec. 2-89. Appeals to council.**

Appeals to the city council of decisions of commissions and boards shall be in writing signed by the party appealing, dated and filed with the clerk within 30 days following the decision of the board and/or commission. The appeal shall set forth the objection to the decision rendered by said commission and/or board.

Decisions shall be considered final if no appeal is perfected within the 30-day period. (Ord. No. 09:001, § 1(2.20.06), 1-20-2009)

**\*\*\*Below is the language to be presented to the MAPC on December 10<sup>th</sup> for consideration to recommend to Council to have the text amended.**

Jonesboro Code of Ordinance Chapter 117: **Sec. 117-32. Zoning and building permits.**

**Section (d) shall be amended to read:**

(d) Site plans shall be required for all multifamily development proposals of five units or more, as well as for all new commercial and industrial development and substantial redevelopment. Such plans shall be reviewed and approved at the staff level, subject to appeal by the applicant to the Metropolitan Area Planning Commission; provided that, large-scale commercial development of over 75,000 square feet of gross floor area, and multifamily developments of more than 48 units shall be approved by the Metropolitan Area Planning Commission. ~~Site plan decisions by the MAPC shall be subject to appeal to the city council. Complete requirements for site plans are included in the appendices hereto.~~

**(ADD)**

If the Metropolitan Area Planning Commission denies a **Site Plan** application, the reasons for such action shall be given to the applicant within 15 days from the date of the decision. The applicant may appeal such commission action (denial), to the city council within 30 days of the commission's action. The appeal shall be in writing to the city clerk, and shall specifically state why the Metropolitan Area Planning Commission's findings and decision was arbitrary, capricious, or otherwise inappropriate.

Appeals of final administrative or quasi-judicial approvals by the Metropolitan Area Planning Commission shall be taken before the County Circuit Court.

**Below is the language extracted from the State Code:**

\*\*\*\*\*

**Supplemental Information: State of Arkansas**

Arkansas Code of 1987 Annotated Official Edition  
Title 14 Local Government  
Subtitle 3. Municipal Government  
Chapter 56 Municipal Building And Zoning Regulations -- Planning  
Subchapter 4 -- Municipal Planning  
A.C.A. § 14-56-425 (2013)

**14-56-425. Appeals to circuit court.**

(a) (1) Appeals from the final administrative or quasi-judicial decision by the municipal body administering this subchapter shall be taken to the circuit court of the appropriate county using the same procedure as for administrative appeals of the District Court Rules of the Supreme Court.

(2) The final administrative or quasi-judicial decision shall be tried de novo with the right to a trial by jury.

(b) (1) Appeals from the passage of legislative rezoning decisions by the municipal governing body administering this subchapter shall be taken to the circuit court of the county in which the rezoning was authorized using the same procedure as for administrative appeals of the District Court Rules of the Supreme Court.

(2) The legislative rezoning decision shall be reviewed by the court, and the decision shall be upheld unless it is arbitrary or capricious or lacking a rational basis.

**HISTORY:** Acts 1957, No. 186, § 7; 1965, No. 134, § 2; A.S.A. 1947, § 19-2830.1; Acts 2013, No. 749, § 1.

AN ORDINANCE TO AMEND CHAPTER 117, SECTION 117-32, OF THE CODE OF ORDINANCES OF THE CITY OF JONESBORO, ARKANSAS, TO CLARIFY THE APPEAL PROCESS FOR ADMINISTRATIVE SITE PLAN REVIEWS BY THE METROPOLITAN AREA PLANNING COMMISSION, AND DECLARING AN EMERGENCY TO UPDATE THE EXISTING ORDINANCES FOR THE PURPOSE OF PROMOTING AND ACCOMMODATE SOUND GROWTH WITHIN THE DEVELOPMENT COMMUNITY

WHEREAS, the Arkansas State Code grants local governments the authority to adopt a Zoning Ordinance under Section 14-56-416, which consists of both a map and text, and

WHEREAS, such ordinance may regulate the location, height, bulk, number of stories, and size of buildings; open space; lot coverage; density and distribution of population; and the uses of land, buildings, and structures, and

WHEREAS, such ordinance may provide for districts of compatible uses, for large scale unified development, for elimination of uses not in conformance with provisions of the ordinance, and for such other matters as are necessary to the health, safety, and general welfare of the municipality, and

WHEREAS, Arkansas State Code Section 14-56-425 establishes procedures for appeals to circuit court on administrative decisions of such zoning issues, and

WHEREAS, the Metropolitan Area Planning Commission considered the subject text amendment and forwards its recommendation to the City of Jonesboro Public Works Council Committee for further consideration during its regular session on December 10, 2013.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF JONESBORO THAT:

SECTION 1: CHAPTER 117, SECTION 117-32, SECTION (D) SHALL BE AMENDED TO READ AS FOLLOWS:

(d) Site plans shall be required for all multifamily development proposals of five units or more, as well as for all new commercial and industrial development and substantial redevelopment. Such plans shall be reviewed and approved at the staff level, subject to appeal by the applicant to the Metropolitan Area Planning Commission; provided that, large-scale commercial development of over 75,000 square feet of gross floor area, and multifamily developments of more than 48 units shall be approved by the Metropolitan Area Planning Commission.

If the Metropolitan Area Planning Commission denies a Site Plan application, the reasons for such action shall be given to the applicant within 15 days from the date of the decision. The applicant may appeal such commission action (denial), to the city council within 30 days of the commission's action. The appeal shall be in writing to the city clerk, and shall specifically state why the Metropolitan Area Planning Commission's findings and decision was arbitrary, capricious, or otherwise inappropriate.

Appeals of final administrative or quasi-judicial approvals by the Metropolitan Area Planning Commission shall be taken before the County Circuit Court.

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

SECTION 3: It is further found that due to the immediate need to provide clarity to the existing ordinances, an emergency is declared to exist and this ordinance being necessary for the preservation of the public peace, health and safety, shall take effect from and after its passage and approval.