



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Council Agenda City Council

Tuesday, June 6, 2017

5:30 PM

Municipal Center

SPECIAL CALLED PUBLIC SAFETY COMMITTEE MEETING AT 4:30 P.M.

Council Chambers, Municipal Center

SPECIAL CALLED NOMINATING & RULES COMMITTEE MEETING AT 4:45 P.M.

Council Chambers, Municipal Center

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

Council Chambers, Municipal Center

PUBLIC HEARING AT 5:20 P.M.

Regarding the abandonment of a 15 foot drainage easement across 4221 and 4225 Villa Cove as requested by Brian and Lindy Carter

PUBLIC HEARING AT 5:25 P.M.

Regarding the abandonment of a 15 foot drainage easement across 4209 Villa Cove as requested by Tony and Kim Futrell

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

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL BY CITY CLERK DONNA JACKSON

4. SPECIAL PRESENTATIONS

COM-17:033 2016 Annual Report Presentation by Police Chief Rick Elliott

Sponsors: Police Department

5. CONSENT AGENDA

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

MIN-17:058 Minutes for the City Council meeting on May 16, 2017

Attachments: [Minutes](#)

RES-17:057 A RESOLUTION TO THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE

Sponsors: Police Department, Streets and Engineering

Legislative History

5/16/17 Public Safety Council Recommended to Council
Committee

RES-17:060 A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ARKANSAS STATE UNIVERSITY TO EXTEND THEIR CONTRACT TO SPONSOR THE WRAP ON A JET BUS

Sponsors: JETS

Attachments: [A-State Contract 2017](#)

Legislative History

5/30/17 Finance & Administration Recommended to Council
Council Committee

RES-17:068 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ADOPT A REVISED EMPLOYEE HANDBOOK FOR ALL EMPLOYEES FOR THE CITY OF JONESBORO (PREVIOUSLY REVISED BY RES-14:198 ON NOV. 18, 2014)

Sponsors: Human Resources

Attachments: [Handbook 2017 Final Draft for revisions.pdf](#)

Legislative History

5/30/17 Finance & Administration Recommended to Council
Council Committee

RES-17:071 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO AMEND THE CITY OF JONESBORO, ARKANSAS NON-UNIFORMED EMPLOYEES 401(a) DEFINED CONTRIBUTION PLAN

Sponsors: Human Resources

Attachments: [COJ 401\(a\) Plan Cycle E.2 FDL 4-11-2017.pdf](#)

Legislative History

5/30/17 Finance & Administration Recommended to Council
Council Committee

RES-17:072 A RESOLUTION TO CONTRACT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI) CORPORATION FOR A THREE-YEAR ESRI SMALL PUBLIC SAFETY ENTERPRISE LICENSE AGREEMENT (ELA)

Sponsors: E911

Attachments: [Jonesboro Public Safety Depts ELA](#)

Legislative History

5/30/17 Finance & Administration Recommended to Council
Council Committee

RES-17:073 A RESOLUTION TO CONTRACT WITH EAB BROADCASTORS INC FOR RENTAL

OF JOE MACK CAMPBELL PARK

Sponsors: Parks & Recreation

Attachments: [Joe Mack 4th of July 2017.pdf](#)

Legislative History

5/30/17 Finance & Administration Recommended to Council
Council Committee

RES-17:074 A RESOLUTION TO CONTRACT WITH NETTLETON LIONS CLUB FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX

Sponsors: Parks & Recreation

Attachments: [Nettleton Lions Club.pdf](#)

Legislative History

5/30/17 Finance & Administration Recommended to Council
Council Committee

RES-17:075 A RESOLUTION TO ADOPT A DISADVANTAGED BUSINESS ENTRPRISE (DBE) PROGRAM FOR FEDERALLY ASSISTED PROJECTS

Sponsors: Finance

Attachments: [DBE Program FY 2016-2018 - COJ](#)

Legislative History

5/30/17 Finance & Administration Recommended to Council
Council Committee

6. NEW BUSINESS

ORDINANCES ON FIRST READING

ORD-17:026 AN ORDINANCE TO REPEAL AND ADOPT AN ORDINANCE RELATING TO TOWING SERVICES IN THE CITY OF JONESBORO

Sponsors: Mayor's Office

Legislative History

5/16/17 Public Safety Council Recommended to Council
Committee

ORD-17:033 AN ORDINANCE AMENDING THE 2016 BUDGET ORDINANCE FOR THE CITY OF JONESBORO

Sponsors: Finance

Attachments: [2016 Budget Ordinance Justification](#)
[2016 Revenues and Expenditures Handout.pdf](#)

EMERGENCY CLAUSE

Legislative History

5/30/17 Finance & Administration Recommended to Council
Council Committee

ORD-17:034 AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2017 CAPITAL IMPROVEMENT PARKS PROJECT BUDGET AND TO ENTER INTO AN AGREEMENT WITH FISHER & ARNOLD, INC. TO PERFORM PROFESSIONAL SERVICES TO DESIGN A NEW RESTROOM/CONCESSION FACILITY AT JOE MACK CAMPBELL PARK

Sponsors: Parks & Recreation

Attachments: [fisher arnold concession restroom jmc.pdf](#)

Legislative History

5/30/17 Finance & Administration Recommended to Council
Council Committee

ORD-17:036 ORDINANCE TO VACATE AND ABANDON AN UNIMPROVED FIFTEEN FEET (15') WIDE DRAINAGE EASEMENT ACROSS 4221 AND 4225 VILLA COVE AS REQUESTED BY BRIAN AND LINDY CARTER

Attachments: [Utility Letters](#)

[Plats](#)

[Petition](#)

[Engineering & Planning Dept. Letter](#)

EMERGENCY CLAUSE

ORD-17:037 ORDINANCE TO VACATE AND ABANDON AN UNIMPROVED FIFTEEN FEET (15') WIDE DRAINAGE EASEMENT ACROSS 4209 VILLA COVE AS REQUESTED BY TONY AND KIM FUTRELL

Attachments: [Petition](#)

[Plats](#)

[Utility Letters](#)

[Engineering & Planning Dept. Letter](#)

EMERGENCY CLAUSE

7. UNFINISHED BUSINESS

ITEMS THAT HAVE BEEN HELD IN COUNCIL

ORD-17:021 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM C-3, GENERAL COMMERCIAL TO PD-RM, MULTIFAMILY RESIDENTIAL PLANNED DEVELOPMENT FOR PROPERTY LOCATED AT 3911 SOUTH CARAWAY ROAD AS REQUESTED BY RONNIE HART AND KAREN WINTERS

Attachments: [Amended Staff Summary](#)
[3911 S Caraway Application Amendment.pdf](#)
[3911 S Caraway Plat.pdf](#)
[Staff Summary RZ 17-08 3911 South Caraway Road - Council.pdf](#)
[Braxton-Traffic Impact Analysis-April 12, 2017.pdf](#)
[Quit Claim Deed.pdf](#)
[Site Plan.pdf](#)
[Front Elevations.pdf](#)
[Rear Elevations.PDF](#)
[Receipts from Notifications - USPS Receipts.pdf](#)
[Rendering of Project.pdf](#)
[South Baptist Church Letter.pdf](#)
[Updated Access Analysis](#)
[Opposition Presentation](#)
[Opposition Video](#)
[Parker Opposition Letter](#)

Legislative History

5/2/17	City Council	Waived Second Reading
5/16/17	City Council	Postponed Temporarily

8. MAYOR'S REPORTS**9. CITY COUNCIL REPORTS****10. PUBLIC COMMENTS**

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

11. ADJOURNMENT



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: COM-17:033 **Version:** 1 **Name:** 2016 Report by Police Chief Elliott
Type: Other Communications **Status:** To Be Introduced
File created: 5/23/2017 **In control:** City Council
On agenda: **Final action:**
Title: 2016 Annual Report Presentation by Police Chief Rick Elliott
Sponsors: Police Department
Indexes: Presentations
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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2016 Annual Report Presentation by Police Chief Rick Elliott



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-17:058 **Version:** 1 **Name:** Minutes for the City Council meeting on May 16, 2017
Type: Minutes **Status:** To Be Introduced
File created: 5/17/2017 **In control:** City Council
On agenda: **Final action:**
Title: Minutes for the City Council meeting on May 16, 2017
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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Minutes for the City Council meeting on May 16, 2017



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes City Council

Tuesday, May 16, 2017

5:30 PM

Municipal Center

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

FINANCE COMMITTEE SPECIAL CALLED MEETING AT 5:15 P.M.

1. CALL TO ORDER AT 5:30 P.M.

In the absence of Mayor Perrin, President Pro Tempore Moore presided over the meeting.

2. PLEDGE OF ALLEGIANCE AND INVOCATION

Ms. Abbey Cartwright of Southwest Church of Christ led the invocation.

3. ROLL CALL BY CITY CLERK DONNA JACKSON

Present 10 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Chris Gibson; Bobby Long; Joe Hafner and David McClain

Absent 2 - Gene Vance and Charles Coleman

4. SPECIAL PRESENTATIONS

[COM-17:031](#) Land Bank MOU Discussion - Craig Light

Sponsors: Mayor's Office and Engineering

Attachments: [Map](#)

City Engineer Craig Light explained on the staff level they met with some representatives of the City of Little Rock to discuss their land bank. They presented to the Engineering Department a map which was their starting point for creating a land bank a few years. The Mayor asked them to prepare a similar map for Jonesboro. It is a representation of vacant properties in the city, both residential and commercial, based off records from the county. See attached map. There's about 2,800 vacant residential lots and 650 vacant commercial lots. They also plotted active tax liens for things such as mowing. There's 139 active liens in the city. They also mapped the condemned or demolished homes since 2009 where the city condemned or the property owner demolished the structure. There's about 330 condemned properties.

Mr. Light stated this is a starting point for them to continue to explore the possibility of a land bank for Jonesboro. They're looking at how they can take the areas where

there's a large concentration of vacant lots or condemned properties and revitalize them or get them to be redeveloped into single-family residential. What Little Rock has done is to create a land bank where they have a full-time staff that manages that, including the buying and selling of properties, financing mortgages. They do a lot of things to help redevelop the vacant lots in areas that they have identified as being hot spot areas. Little Rock has been doing it for about nine years now.

He further explained Little Rock presented them with their ordinances and rules for their setup. They're just now digesting that information. They hope to come back to Council with a plan for Council to make something similar in Jonesboro. The Mayor wanted him to present the map so the Council members can begin looking at those areas that have a high concentration of vacant lots, demolitions, liens and other problem areas.

Councilman McClain asked for clarification as to how the city would acquire the properties. Mr. Light stated the way Little Rock does it is if they have a lien on a piece of property, then they can foreclose on it. Ultimately, they acquire the property through foreclosure or from the property owners who deed it over to the city in lieu of foreclosure. They also receive donations from land owners so the owners can write them off as a tax deduction. They acquire property through a lot of different mechanisms. If there was an area they wanted to see redeveloped, they could purchase property outright for redevelopment. Jonesboro would outline all of those provisions in ordinances that would be adopted. There's a city board – the Residential Housing and Health Care Facilities Board – they are looking at to see if they could play a role in this process. They could possibly be the lead in the process. There's still a lot of discovery to do. Right now, they're looking at coming up with a plan to redevelop those properties. This could facilitate lower cost single-family residential homes being developed, which he thinks Jonesboro has a shortage of.

This item was Filed.

5. CONSENT AGENDA

Approval of the Consent Agenda

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

Aye: 10 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Chris Gibson; Bobby Long; Joe Hafner and David McClain

Absent: 2 - Gene Vance and Charles Coleman

MIN-17:053

Minutes for the City Council meeting on May 2, 2017

Attachments: [Minutes](#)

This item was APPROVED on the consent agenda.

RES-17:042

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE ARKANSAS DEPARTMENT OF COMMUNITY CORRECTIONS FOR COMMUNITY SERVICE WORKERS

Sponsors: Sanitation

Attachments: [Copy of Community Service Worksite Agreement.pdf](#)

This item was APPROVED on the consent agenda.

Enactment No: R-EN-047-2017

RES-17:050

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT DRAINAGE EASEMENT FROM MARK WEBB (WOODFIELD PROPERTIES, LLC) FOR THE PURPOSE OF MAKING DRAINAGE IMPROVEMENTS

Sponsors: Engineering

Attachments: [Permanent Drainage Easement](#)

This item was APPROVED on the consent agenda.

Enactment No: R-EN-048-2017

RES-17:051

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH UNION PACIFIC RAILROAD COMPANY TO IMPROVE EXISTING PUBLIC PEDESTRIAN CROSSING

Sponsors: Engineering

Attachments: [Exhibit A](#)
[Exhibit B](#)
[Jonesboro Ped Agreement](#)

This item was APPROVED on the consent agenda.

Enactment No: R-EN-049-2017

RES-17:053

A RESOLUTION TO CONTRACT WITH THE JONESBORO JETS

Sponsors: Parks & Recreation

Attachments: [JETS Agreement](#)

This item was APPROVED on the consent agenda.

Enactment No: R-EN-050-2017

RES-17:056

A RESOLUTION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH CRAIGHEAD COUNTY AND THE CITY OF JONESBORO TO ESTABLISH GUIDELINES AND EXPECTATIONS AS IT RELATES TO THE EDWARD BYRNE MEMORIAL JUSTICE (JAG) AWARD THROUGH THE U.S. DEPARTMENT OF JUSTICE

Sponsors: Grants

Attachments: [Memorandum of Understanding - Craighead County - JAG](#)

This item was APPROVED on the consent agenda.

Enactment No: R-EN-051-2017

RES-17:058

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO PROVIDE FOR THE EXECUTION AND MAINTENANCE OF A LETTER OF CREDIT TO BE ISSUED TO THE ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ)

Sponsors: Finance

Attachments: [Line of Credit for ADEQ](#)

This item was APPROVED on the consent agenda.

Enactment No: R-EN-052-2017

6. NEW BUSINESS

ORDINANCES ON FIRST READING

ORD-17:023

AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2017 GENERAL FUND BUDGET IN ORDER TO CREATE A PART-TIME SALARY LINE ITEM AND REMOVE A FULL-TIME POSITION FROM THE FINANCE DEPARTMENT

Sponsors: Finance

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

Chief Financial Officer Suzanne Allen explained the payroll clerk quite not long ago, so she moved someone from the Collections Department to fill the spot. To give them more flexibility, they would like to remove the empty full-time position in Collections and replace it with two part-time positions. They can then utilize them to fill in when needed. They will also save money in benefits. In addition, if Ms. Coble is out then one of the part-time positions can fill in to answer the phone. It will allow them to cross-train in other department such as Human Resources. One of the people they have offered a job to has HR experience. It is budget savings.

Councilman Dover asked if the positions have started work yet. Ms. Allen stated they hired one person part-time, but she is working full-time at this time. They have another person in mind to hire, but she won't be available until the middle of June. Councilman Dover questioned whether there is a hurry on this.

Councilman Frierson motioned to suspend the rules and waive the second and third readings. Councilman McClain asked why. Councilman Frierson stated he doesn't see a reason to wait. Councilman Long seconded the motion. Councilman Dover questioned if the Council waits until June if that would be sufficient. Ms. Allen stated the other person they're looking to hire won't be available until mid-June. But, they do have one part-time person working full-time. Councilman Dover asked if that position has anything to do with this ordinance. Ms. Allen explained she is filling that position, but will go part-time in June when they add the other part-time position.

Councilman Long stated they are removing a full-time position and replacing it with two part-time positions saving on benefits and salaries. Ms. Allen agreed. She noted the two part-timers are being hired in at a grade lower than what is being replaced. They will be saving \$8,000 this year, primarily in benefits but some in lower salary.

Councilman Street noted the ordinance doesn't have an emergency clause so it wouldn't go into effect for 30 days anyway.

All voted aye on Councilman Frierson's motion.

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

Aye: 10 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Chris Gibson; Bobby Long; Joe Hafner and David McClain

Absent: 2 - Gene Vance and Charles Coleman

Enactment No: O-EN-024-2017

ORD-17:025

AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2017 CAPITAL IMPROVEMENT BUDGET TO ADD \$54,220 FOR TRANSMISSION LINE STRUCTURE RELOCATION FOR PARKER ROAD EXTENSION JOB 100807

Sponsors: Finance

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

Councilman Dover asked for clarification on this ordinance. He noted this is for a bill that's almost two years old on the Parker Road Extension project. Mr. Light explained they did the Parker Road project a few years ago and, as part of that, Arkansas Electric Cooperative relocated a power line at the cost of about \$54,000. They didn't receive a bill for that work until this year. It was not included in the budget to pay it. They contacted the Highway Department to see if it could be covered with federal funds used to pay for the project, but all the federal funds on the project have been expended. The city is responsible, per contract, for all remaining bills.

Councilman Hafner noted there were discussions about doing it for free. Mr. Light agreed, adding two years ago Mayor Perrin spoke with someone higher up in the Arkansas Electric Cooperative about doing the work and not billing us for it. Shortly after, the work was done and the city didn't receive a bill. But, he thinks it had more to do with someone retiring from the company and the bill just being pushed aside.

Councilman Dover motioned, seconded by Councilman Street, to suspend the rules and waive the second and third readings.

Councilman McClain noted that when the Council waives the second and third readings, they should be stating why. He doesn't have a problem waiving it, but think the reason should be stated.

Councilman Dover amended his motion to include that suspending the rules is due to the fact that this is a two year old bill that the city is just now receiving. Councilman Street seconded the amended motion. All voted aye.

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

Aye: 10 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Chris Gibson; Bobby Long; Joe Hafner and David McClain

Absent: 2 - Gene Vance and Charles Coleman

Enactment No: O-EN-025-2017

RESOLUTIONS TO BE INTRODUCED

RES-17:054 RESOLUTION TO SET A PUBLIC HEARING REGARDING THE ABANDONMENT OF A 15 FOOT DRAINAGE EASEMENT ACROSS 4221 AND 4225 VILLA COVE AS REQUESTED BY BRIAN AND LINDY CARTER

- Attachments:** [Petition](#)
 [Plats](#)
 [Utility Letters](#)
 [Engineering & Planning Dept. Letter](#)

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

Aye: 10 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Chris Gibson;Bobby Long;Joe Hafner and David McClain

Absent: 2 - Gene Vance and Charles Coleman

Enactment No: R-EN-053-2017

RES-17:055 RESOLUTION TO SET A PUBLIC HEARING REGARDING THE ABANDONMENT OF A 15 FOOT DRAINAGE EASEMENT ACROSS 4209 VILLA COVE AS REQUESTED BY TONY AND KIM FUTRELL

- Attachments:** [Petition](#)
 [Plats](#)
 [Utility Letters](#)
 [Engineering & Planning Dept. Letter](#)

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

Aye: 10 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Chris Gibson;Bobby Long;Joe Hafner and David McClain

Absent: 2 - Gene Vance and Charles Coleman

Enactment No: R-EN-054-2017

7. UNFINISHED BUSINESS

ORDINANCES ON THIRD READING

ORD-17:019 AN ORDINANCE TO REPEAL AND ADOPT ORDINANCES RELATING TO DOWNTOWN PARKING IN THE CITY OF JONESBORO

Sponsors: Police Department

A motion was made by Councilman John Street, seconded by Councilman

Mitch Johnson, that this matter be Passed . The motion PASSED with the following vote.

Aye: 10 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Chris Gibson;Bobby Long;Joe Hafner and David McClain

Absent: 2 - Gene Vance and Charles Coleman

Enactment No: O-EN-026-2017

ORD-17:021

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM C-3, GENERAL COMMERCIAL TO PD-RM, MULTIFAMILY RESIDENTIAL PLANNED DEVELOPMENT FOR PROPERTY LOCATED AT 3911 SOUTH CARAWAY ROAD AS REQUESTED BY RONNIE HART AND KAREN WINTERS

Attachments: [3911 S Caraway Application Amendment.pdf](#)
[3911 S Caraway Plat.pdf](#)
[Staff Summary RZ 17-08 3911 South Caraway Road - Council.pdf](#)
[Braxton-Traffic Impact Analysis-April 12, 2017.pdf](#)
[Quit Claim Deed.pdf](#)
[Site Plan.pdf](#)
[Front Elevations.pdf](#)
[Rear Elevations.PDF](#)
[Receipts from Notifications - USPS Receipts.pdf](#)
[Rendering of Project.pdf](#)
[South Baptist Church Letter.pdf](#)
[Updated Access Analysis](#)
[Opposition Presentation](#)
[Opposition Video](#)
[Parker Opposition Letter](#)

Councilman Gibson stated in light of the opposition that has come out in the last week and in order for them to be able to perform due diligence, he would like to temporarily postpone this ordinance until the next Council meeting.

Attorney Nate Looney, 1605 Garland Drive, spoke representing some of the property owners in the area. He stated they appreciate the extra time in order to do due diligence and look into this rezoning. He noted there are several people who made the trip tonight to the meeting. He asked them to stand up to be acknowledged.

Attorney Jim Lyons, representing the applicants, stated they have no objections to postponing the rezoning.

A motion was made by Councilman Chris Gibson, seconded by Councilman Darrel Dover, that this matter be Postponed Temporarily . The motion PASSED with the following vote.

Aye: 10 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Chris Gibson;Bobby Long;Joe Hafner and David McClain

Absent: 2 - Gene Vance and Charles Coleman

ORD-17:022

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1,

SINGLE-FAMILY MEDIUM DENSITY DISTRICT TO C-3, GENERAL COMMERCIAL DISTRICT FOR PROPERTY LOCATED AT 3701 E. PARKER ROAD AS REQUESTED BY DAVID BEDNAR, CAROLYN MEYER, AND ELIZABETH MOORE

Attachments: [3701 E Parker Application for Amendment.pdf](#)
[3701 E Parker Plat.pdf](#)
[Staff Summary.pdf](#)
[Warranty Deed.pdf](#)
[Power of Attorney.pdf](#)
[Rezoning Plat.pdf](#)
[Aerial View of Location.pdf](#)
[Receipts from USPS from Notifications.pdf](#)

Councilman McClain asked if this was behind the Caterpillar business. It was answered yes. Councilman McClain then asked if they were changing the zoning in order to expand. City Planner Derrel Smith stated he doesn't know if it will expand, but they will have it for commercial use in that area. Councilman McClain questioned if he knew why they wanted the rezoning. Mr. Smith answered no. He reiterated they asked for commercial zoning. It follows the growth map. Councilman Moore noted the potential use is not a consideration in rezoning because it goes with the property, so it may or may not materialize.

Terry Bare, representing the owners, explained they want to use the area for storage for their heavy equipment. They don't plan on building at this time. It will simply be for storage. Councilman Hafner noted the application says it will be a gravel parking lot. Mr. Bare further explained if you've been by the area there's a great deal of equipment at the adjacent property they use to store things temporarily.

Councilman Long stated he received a call from a resident who lives in the subdivision adjacent to Caterpillar. It seems that whatever they did behind the building in the corner could be causing runoff. Mr. Bare answered they have a detention pond back there. Councilman Long further stated something has happened to cause problems. He had asked the Mayor to look into it to see what is causing it. He wanted to make sure their plans don't exasperate the issue because now they're looking at grass. If they put gravel on it and heavy trucks, then it could cause more runoff.

Councilman McClain added that is what is causing concern for him. A resident at 3800 Gamblin contacted him. Their home had flooded for an unknown reason, but he expressed concern about the area around him being built up more. Mr. Bare noted the developer who purchased the property has been asked to build a new detention pond along the southern border of the property to try and eliminate flooding in the area, which will be included in the site plan when it's submitted.

Councilman Moore noted the site plan will be presented to the MAPC. Mr. Bare stated he's unsure if the site plan will have to go to the MAPC because he doesn't know if it was a stipulation.

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

Aye: 10 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Chris Gibson; Bobby Long; Joe Hafner and David McClain

Absent: 2 - Gene Vance and Charles Coleman

Enactment No: O-EN-027-2017

8. MAYOR'S REPORTS

This weekend the Sanitation Department will be helping with the Scenic Hills cleanup. He asked everyone to come out and help.

Quality of Life had a condemnation be presented to the Public Safety Committee. Four titles searches have been completed in order to start condemnation. They're moving forward with condemnations. Quality of Life is actively working on problems in the city.

Kids in the Park will be taking place this weekend at Craighead Forest. Communications Director William Campbell clarified the event is being held at University Lions Park, not Craighead Forest. It's the first time Jonesboro has taken part in the event. Lots of different departments will be involved. They're going to have frozen custard and other things for the kids. It will be Saturday, May 20, from 10 a.m. to 2 p.m.

COM-17:032

Airport Commission financial statement for April 30, 2017

Sponsors: Municipal Airport Commission

Attachments: [Financial Statement](#)

This item was Read.

9. CITY COUNCIL REPORTS

Councilman Johnson motioned, seconded by Councilman Dover, to suspend the rules and walk RES-17:059, ORD-17:028 and ORD-17:029 on to the agenda. He asked that they be read in their entirety. All voted aye.

RES-17:059

A RESOLUTION TO CONTRACT WITH AXON CORPORATION FOR THE DEMONSTRATION AND USE OF BODY WORN CAMERAS AND THE ACCOMPANYING SOFTWARE FOR THOSE CAMERAS FOR A PERIOD OF ONE YEAR

Sponsors: Police Department

Attachments: [AXON BWC, Field Trial Offer - Field Trial Agreement](#)

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

Aye: 10 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Chris Gibson; Bobby Long; Joe Hafner and David McClain

Absent: 2 - Gene Vance and Charles Coleman

Enactment No: R-EN-055-2017

ORD-17:028

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE PURCHASE OF LAW ENFORCEMENT RIFLES FOR THE POLICE DEPARTMENT

Sponsors: Police Department

Councilman Dover offered the ordinance for first reading.

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

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

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

Aye: 10 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Chris Gibson;Bobby Long;Joe Hafner and David McClain

Absent: 2 - Gene Vance and Charles Coleman

Enactment No: O-EN-028-2017

ORD-17:029

AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2017 E911 FUND BUDGET IN ORDER TO UPGRADE THE CURRENT MAPPING LICENSE FOR PUBLIC SAFTEY DISPATCHING & FIELD UNITS

Sponsors: E911

Councilman Johnson offered the ordinance for first reading.

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

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

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

Aye: 10 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Chris Gibson;Bobby Long;Joe Hafner and David McClain

Absent: 2 - Gene Vance and Charles Coleman

Enactment No: O-EN-029-2017

Councilman Johnson added he's glad that some of the items are read in their entirety in order to explain the necessity of moving them forward. Councilman Moore agreed. He added he also agrees with Councilman McClain in that if the rules are going to be suspended, then a reason should be given as to why.

Councilman Dover recognized some guests from Fox Meadow Intermediate School. Ms. Kim Priest, the Nettleton School District Gifted & Talented Coordinator, stated this year their fourth and fifth grade students have been learning about United States government on the federal, state and local levels. They also studied the presidential election. Jacob Lenderman thanked Mayor Perrin for his time with Fox Meadow and

University Heights Schools to speak with the fourth and fifth grade GT students.

Councilman Hafner motioned, seconded by Councilman Street, to suspend the rules and place RES-17:061 on the agenda. All voted aye.

RES-17:061

A RESOLUTION AUTHORIZING THE SUBMISSION OF THE 2017 - 2018 EMERGENCY SOLUTIONS GRANT TO THE ARKANSAS DEPARTMENT OF HUMAN SERVICES FOR THE JONESBORO HOMELESS PREVENTION PROJECT

Sponsors: Grants

Attachments: [2017-2018 Emergency Solutions Grant Application - Submission Jonesboro Homeless Prevention Project Narrative](#)
[City of Jonesboro 2017](#)
[ESG CertificationOfLocalGovtApproval](#)
[City of Jonesboro Federal Grant Funds 2015](#)

It was noted the submission deadline is May 30th, which is the reason for the urgency.

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

Aye: 10 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Chris Gibson; Bobby Long; Joe Hafner and David McClain

Absent: 2 - Gene Vance and Charles Coleman

Enactment No: R-EN-056-2017

Councilman Hafner stated at the last meeting he handed out a proposed sidewalk ordinance and asked for discussion about it. He's not trying to fix it overnight. A lot of good discussions are taking place. Hopefully over the summertime they can find something to address their needs.

Councilman Long asked when the last section of the roundabout will be completed. Mr. Light explained they're doing the final hydroseeding of the exposed dirt today. There's a chance it may be open tomorrow. They're trying to do substantial completion and have it this week. Councilman Long then asked if there's been any issues with the roundabout. Mr. Light answered he hasn't heard of any. Councilman Long stated he goes through there every day and it has significantly sped up traffic at that intersection.

Councilman McClain asked Chief Operations Officer Ed Tanner to reiterate some of his comments about the May Use Full Lane signs from the Public Safety Committee meeting earlier today. Mr. Tanner stated the Traffic Control Review Committee met on May 5th and discussed the May Use Full Lane signs for Craighead Forest. There were questions regarding legalities regarding regulatory versus advisory signs and enforcement. They asked the city attorney's office for an opinion about the signs. They're going to get some more information and come to a conclusion at the next Traffic Control meeting.

Councilman Hafner stated he rides a bicycle and thinks there definitely should be

some signage at Craighead Forest. But, concerning the May Use Full Lane signs, he questioned whether there's clearly marked lanes. Mr. Tanner answered no, there's not. Councilman Hafner added he's not sure if that would be the appropriate sign, then, but there definitely needs to be some signage. Mr. Tanner stated they'll take that into consideration at the next Traffic Control meeting. They typically meet quarterly, but they should be able to meet sometime in June. Councilman Moore noted with the warmer weather there's a lot of bicycle traffic. Councilman Johnson added it would be nice if the decision could be made before the next Public Safety Committee meeting in order to get it on the following Council agenda.

Councilman McClain commended the Police Department for their work to apprehend the suspects from the shooting over the weekend. He will be praying for the families involved, on both sides.

Councilman Gibson stated a few weeks ago Mark Hayes, an attorney with the Municipal League, made a presentation to some of the Council members. After that, the city attorney approached him, as chair of the Nominating & Rules Committee, about clarifying which items go before which committee. He will be meeting with City Clerk Donna Jackson about that in order to put together a working document before the second meeting in June.

10. PUBLIC COMMENTS

Erma Hall, 201 West Allen, expressed concern about buildings going up around town that only have one exit. Councilman Moore asked if she is referring to new construction. Ms. Hall answered yes. She has a list of streets with only one exit and questioned how that can be done. She is referring to residences that have just one front door and no back door. She noted apartments on Word, Belt and Bridge all have only one exit. No one could answer her question, so she was told to come to the meeting and that maybe they could answer her questions. Councilman Moore stated since he's not a builder, he doesn't know the answer. He asked that the Mayor contact her to answer her questions.

Fire Chief Kevin Miller explained depending on the size and complexity of the apartment, you are allowed to have one entrance. You have to have more means to get out, but that could be classified as a window. He added it's quite common. Ms. Hall questioned what if someone is disabled and they're unable to climb out of a window. Fire Chief Miller answered that would fall under the tenant's choice to live in that apartment.

Ms. Hall then questioned why some of the intersections have such long wait times. She's timed the intersections at Main & Johnson, Bridge & Johnson and University & Johnson. She has to wait for two minutes at those lights. She expressed concern about people getting anxious at those lights waiting to go and causing accidents. Two minutes is too long.

Ms. Hall asked about kids riding motorcycles without helmets. Councilman Moore noted the state law does not require motorcycle riders to wear helmets.

She explained there's just some codes and laws she doesn't understand. A motorcycle rider doesn't have to have a helmet, but if someone in a vehicle doesn't have a seat belt on they get in trouble. People don't have any protection on motorcycles. Councilman Moore added it's his understanding kids are supposed to wear helmets, but if you're over 18 then you don't have to wear a helmet.

_____ **Date:** _____

Harold Perrin, Mayor

Attest:

_____ **Date:** _____

Donna Jackson, City Clerk

Aye: 10 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Chris Gibson; Bobby Long; Joe Hafner and David McClain

Absent: 2 - Gene Vance and Charles Coleman



Legislation Details (With Text)

File #:	RES-17:057	Version:	1	Name:	Resolution to place various traffic signs at designated locations
Type:	Resolution	Status:			Recommended to Council
File created:	5/5/2017	In control:			Public Safety Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE				
Sponsors:	Police Department, Streets, Engineering				
Indexes:	Parking & Traffic				
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
5/16/2017	1	Public Safety Council Committee		

A RESOLUTION TO THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS to make the following changes as recommended by the Traffic Control Committee:

25 MPH SPEED LIMIT SIGN

- Install 25 MPS Speed Limit Sign on Jill Drive
- Install 25 MPS Speed Limit Sign on Utnage Drive
- Install 25 MPS Speed Limit Sign on Renee Drive
- Install 25 MPS Speed Limit Sign on Clay Drive
- Install 25 MPS Speed Limit Sign on Mardis Drive
- Install 25 MPS Speed Limit Sign on Terrace Court

YIELD SIGN

- Install Yield Sign on Lake Drive at Fielder Drive

STOP SIGNS

- Install Stop Sign on Prospect Farm Road at Prospect Farm Lane
- Install Stop Sign on Mayfield Lane at Ritter Drive
- Install Stop Sign on Brookstone Cove at Brookstone Drive
- Install Stop Sign on Heath Cove at Heath Lane
- Install Stop Sign on Sloan Lake Cove at Sloan Lake Drive
- Install Stop Sign on Lakeside Cove at Sloan Lake Drive
- Install Stop Sign on Casey Springs Cove at Casey Springs Road

- Remove Stop Sign on Ritter Dive at Mayfield Lane



Legislation Details (With Text)

File #:	RES-17:060	Version:	1	Name:	Agreement to extend ASU bus wrap sponsorship
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	5/15/2017	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ARKANSAS STATE UNIVERSITY TO EXTEND THEIR CONTRACT TO SPONSOR THE WRAP ON A JET BUS				
Sponsors:	JETS				
Indexes:	Contract				
Code sections:					
Attachments:	A-State Contract 2017				

Date	Ver.	Action By	Action	Result
5/30/2017	1	Finance & Administration Council Committee		

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ARKANSAS STATE UNIVERSITY TO EXTEND THEIR CONTRACT TO SPONSOR THE WRAP ON A JET BUS

WHEREAS, the City of Jonesboro, Arkansas and Arkansas State University desire to extend the contract to sponsor the wrap on a JET bus; and

WHEREAS, said agreement is attached hereto and the terms set out therein.

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

1. The City of Jonesboro approves the Agreement with Arkansas State University to sponsor a JET bus wrap for one year in the amount of \$5,000.00. All other details of the agreement are set out in the attachment.
2. The Mayor, Harold Perrin and City Clerk, Donna Jackson are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.



Exhibit A

ADVERTISING AGREEMENT JET BUS WRAP

On this _____ day of _____, 2017, JET hereby agrees to display Advertising for Arkansas State University- Jonesboro (hereinafter "Advertiser") beginning _____ and ending _____.

The JET Bus Wrap consists of the outside area of the bus below the windows in the passenger section. Total cost due to JET for the Bus Wrap is \$5,000 per year with a minimum two (2) year commitment. One-year contracts are available for Advertisers renewing a contract for a third year for an existing wrap. Late charges of one percent (1%) (12% *per annum*) will be applied to monthly billings beyond sixty (60) days. Terms for all City of Jonesboro advertising invoices are net thirty (30) days. Accounts that are delinquent 45 days may be canceled without advance notice.

This Agreement is subject to the following provisions:

1. The rates listed are for rental of space only and do not include production. All production arrangements are strictly between the production company and the Advertiser. Firms should insure that ads are made to the proper length, weight, width, and depth.
2. JET and the City of Jonesboro accept this Agreement subject to all federal, state, and municipal laws and regulations with respect to the advertising matter to be displayed. Advertiser and JET certifies that all advertising exhibited hereunder shall be of reputable character and shall conform to community standards of decency as determined by the City. In the event such advertising becomes illegal or otherwise disapproved by the City of Jonesboro and JET, the City of Jonesboro and JET reserve the right to terminate this Agreement and will prorate any advertising charges so that the business is only charged for time the advertising is displayed on the bus.
3. JET does not accept contracts for political advertising.
4. Loss of service due to the failure of the Advertiser to furnish displays for installation prior to the commencement date shall be the Advertiser's loss.
5. JET and the City of Jonesboro will invoice the Advertiser according to the following

Schedule, based on the Advertiser's choice of payment options:

- a. Option 1 - Yearly lease amount (\$5,000) paid in full within ten (10) days of the wrapped bus being delivered to JET by the Advertiser's production company.
- b. Option 2 - One half of the yearly lease amount (\$2,500) paid within ten (10) days of the wrapped bus being delivered to JET by the Advertiser's production company with the balance (\$2,500) due on the six (6) month "anniversary" date of the original delivery date of the vehicle.

The due date for the payment for Year 2 shall be based on the delivery date in Year 1. For renewal contracts not involving a newly wrapped vehicle, the due date shall be that used in the original contract.

PROVIDED HOWEVER any advertising involving the entire bus (i.e. wrap) shall be removed with sixty (60) days delinquent. Restoration shall be the responsibility of the Advertiser.

6. JET will make every effort to assign buses with advertising to the maximum amount of service hours given the constraints in vehicle assignment under which JET operates. JET does not guarantee on which bus or routes the advertising signs are placed. If a bus with advertising is out of service for more than fourteen (14) consecutive calendar days due to mechanical breakdown or other problems, JET agrees to extend the contract for time the ad is not displayed, beyond the fourteen (14) consecutive days.
7. Advertiser guarantees JET that all material displayed under this contract may be legally used by the advertiser and is not subject to the trademark or copyright of another entity.
8. Loss of service due to fire, flood, riot, collision, or other causes beyond the control of JET shall not constitute a breach of this agreement, but in such event, Advertiser shall be entitled to the option of additional service or an extension of the term of service equivalent to the service lost.
9. It is understood and agreed that Advertiser or JET may not cancel this Agreement without fifteen (15) days prior written notice. JET and/ or Advertiser reserves the right to cancel this Agreement at any time upon default by JET and/ or Advertiser in the payment of bills or other breach, or in the event of a material violation on the part of JET and/ or Advertiser of any of the conditions herein named; and upon such cancellation, all advertising done hereunder, including short term rates or other charges under this contract, and unpaid, shall become immediately due and payable unless termination is due to JET breach, in which case all such charges unpaid shall be discharged and Advertiser shall have no obligation to make any further payments and shall be entitled to a pro rata refund for any money pre-paid. In the event of any such breach or breaches, JET shall be discharged from any obligation to long

display of the Advertiser's copy. In the event of suit for collection of unpaid accounts, the City of Jonesboro is entitled to pursue all expenses related to the collection that are allowable by law.

10. JET shall not be held liable for the return of any ads already mounted, i.e. pasted or similarly affixed to the bus. It is the responsibility of the Advertiser to repair or replace a damaged ad, unless the damage is due to the negligence of JET. Damage includes, but is not limited to, fading or normal wear and tear. JET will contact the Advertiser if any such damage occurs.
11. This Agreement is not assignable by the Advertiser, nor may the subject of the Agreement be changed.
12. This Agreement becomes effective when executed by JET and Advertiser, and contains the full agreement of the parties, and no representative or assurance, verbal or written, shall affect or alter the obligation of either party hereto.
13. Any bill rendered to JET and/ or Advertiser shall be conclusive as to the correctness of the items therein set forth and shall constitute an account stated unless written objection is made thereto by JET and/ or Advertiser within thirty (30) days from the rendering thereof.
14. Advertiser and JET are both individually and severally responsible for all provisions under this Agreement. It contains all of the agreement and representation of the parties hereto, and no representation or promise not set forth herein shall affect the obligation of either party hereunder.
15. The laws of the State of Arkansas govern this Agreement and, to the extent permitted by law, all litigation arising from this agreement shall be instituted in Craighead County, Arkansas. Nothing contained in this agreement shall be construed as a waiver of Arkansas State University-Jonesboro's sovereign immunity.

Agreed to this 12th day of May, 2017

Harold Perrin, Mayor
City of Jonesboro

 5/12/17
Len Frey, Ph.D Vice Chancellor for Finance
Arkansas State University, Jonesboro

ATTEST:

Donna Jackson, City Clerk



Legislation Details (With Text)

File #:	RES-17:068	Version:	1	Name:	Adoption of revised Employee Handbook
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	5/23/2017	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ADOPT A REVISED EMPLOYEE HANDBOOK FOR ALL EMPLOYEES FOR THE CITY OF JONESBORO (PREVIOUSLY REVISED BY RES-14:198 ON NOV. 18, 2014)				
Sponsors:	Human Resources				
Indexes:	Policy - creation/amendment				
Code sections:					
Attachments:	Handbook 2017 Final Draft for revisions.pdf				

Date	Ver.	Action By	Action	Result
5/30/2017	1	Finance & Administration Council Committee		

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ADOPT A REVISED EMPLOYEE HANDBOOK FOR ALL EMPLOYEES FOR THE CITY OF JONESBORO (PREVIOUSLY REVISED BY RES-14:198 ON NOV. 18, 2014)

WHEREAS, there is a need for a revised employee handbook as a guide for all employees of the City of Jonesboro,

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

Section 1. The City of Jonesboro Employee Handbook is hereby adopted by reference, as though set out herein word by word, as a guide for all employees of the City of Jonesboro.

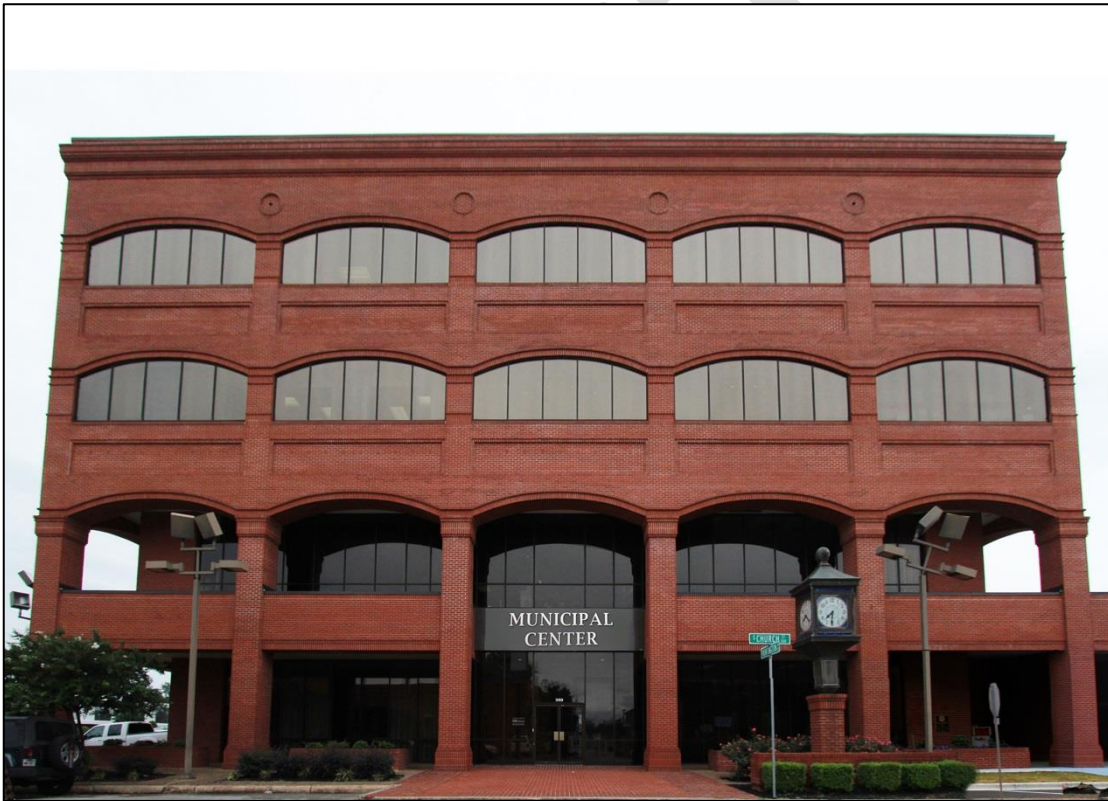
Section 2. The City of Jonesboro Employee Handbook will be effective for all employees.

Section 3. All previous editions of any employee handbook for the City of Jonesboro are hereby repealed in their entirety.

Section 4. A copy of the City of Jonesboro Employee Handbook will be kept on file in the Human Resource Department.



Employee Handbook



Revised May 2017

TABLE OF CONTENTS

Introduction	iv
Departmental Policies and Guidelines	iv
Section I – Employment Policies	
Equal Opportunity Employer	1-1
Employment at Will – Non-Civil Service Employees	1-1
Vacancies, Promotions, Job Postings, and Advertisement	1-2
Personnel Files	1-2
Nepotism & Dating.....	1-3
Drug-Free Work Place	1-3
Use of Tobacco.....	1-8
Refusal to Work.....	1-9
Family and Medical Leave Policy (FMLA)	1-9
Computer Use Policy.....	1-13
Password Guidelines	1-15
Smart Phone Use.....	1-16
Travel Policy.....	1-17
Time Records – Non-Exempt Employees.....	1-21
Overtime Pay – Non-Exempt Employees	1-21
Compensatory (Comp.) Time – Non-Exempt Employees	1-21
Resignation, Termination, and Retirement	1-22
Social Media	1-22
Section II – Employee Benefits	
Vacation	2-1
Holidays and Holiday Pay	2-2

Sick Leave.....	2-3
Funeral or Bereavement Leave.....	2-4
Catastrophic Sick Leave Bank.....	2-5
Military Leave	2-7
Court Duty Leave.....	2-8
Employee Health and Dental Benefits	2-8
Workers' Compensation/Occupational Injuries and Illnesses	2-8
Employee Retirement Plans	2-9

Section III – Matters Affecting Employee Status

Employee Classifications.....	3-1
Introductory Period.....	3-1
Attendance.....	3-2
Work Hours.....	3-2
Performance Evaluations	3-2
Name Badges	3-3
Training	3-3
Job Safety.....	3-3

Section IV – Standards of Conduct

Harassment Prevention Policy	4-1
Open Door Policy	4-2
Conduct Towards the Public.....	4-2
Telephone Courtesy	4-2
Uniforms and Personal Appearance	4-3
Workplace Violence.....	4-3
Conduct Policy.....	4-5
Care of City Property.....	4-7

Use of City Vehicles	4-7
Time Off To Vote.....	4-8
Political Activity	4-8
Inclement Weather	4-8
Outside Employment.....	4-9
Outside Compensation	4-9
Disciplinary Action.....	4-9

Health & Safety Plan

Safety Policy Statement	v
Section I - Assignment of Responsibilities	5-1
Section II - Accident/injury Analysis Component	5-1
Section III - Safety Program Recordkeeping Component.....	5-1
Section IV - Health and Safety Education and Training Component	5-1
Section V - Safety Inspection Component	5-2
Section VI - Accident Investigation Component	5-2
Section VII - Health and Safety Plan Review	5-4
Section VIII - Disciplinary Action	5-6
Section IX- General Safety	5-4
Section X - Work Related Injuries/Illnesses	5-6
Appendix A	Safety Training Attendance List
Appendix B	Inspection Form
Appendix C	Accident Investigation Form
Appendix D	Annual Health and Safety Plan Review

CITY OF JONESBORO

INTRODUCTION

This Handbook is designed to acquaint you with the City and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs developed by the City to benefit employees. One of our objectives is to provide an opportunity for employees to fully develop their potential and find job satisfaction which will benefit the community greatly since it results in better service and higher productivity.

This Handbook is not a contract or a statement of rights and does not change your "At-Will" employment status. No supervisor has the authority to make changes to the Handbook. All changes must be approved by the City Council of the City of Jonesboro.

DEPARTMENTAL GUIDELINES

Policies, such as this Handbook, are approved by council.

Management is authorized to adopt lawful written guidelines governing the day-to-day operations of their department. All departmental guidelines must be approved the Human Resources (HR) Director before they are considered effective. Departmental guidelines, if in conflict with the policies and procedures contained in this Handbook, will be superseded by the Handbook's provisions.

**SECTION I
EMPLOYMENT
POLICIES**

DRAFT

EQUAL EMPLOYMENT EMPLOYER

It is the continuing policy of the City of Jonesboro to ensure equal employment opportunity in all personnel actions taken. Our policy is stated as follows:

1. Recruiting, hiring, training, and promoting for all jobs will be without regard to race, color, national origin, religion, sex, age, disability, or genetic information, and will conform with all applicable laws and regulations.
2. Decisions on employment will be based solely on the individual's qualifications for the position being filled.
3. Any promotional decisions will be based solely on the individual's qualifications as related to the requirements of the position for which the individual is being considered.
4. All other personnel actions, such as compensation, benefits, transfers, terminations, and layoffs, return from layoff, and training programs will be administered without regard to race, color, national origin, religion, sex, age, disability, or genetic information.
5. The HR Director is responsible for this policy and for the necessary reporting and monitoring procedures associated with it. Any complaints should be directed to his or her attention. This policy may be periodically reviewed.

EMPLOYMENT AT-WILL – NON-CIVIL SERVICE EMPLOYEES

Other than Civil Service employees of the Fire Department **and employees of the Police Department**, all other City employees are employed at will. Employment with the City of Jonesboro is voluntarily entered into, and the employee is free to terminate the employment relationship at any time, with or without notice and for any reason or no reason at all, with or without cause. Similarly, the City of Jonesboro may terminate the employment relationship at any time, with or without notice and for any lawful reason or no reason at all, with or without cause.

Policies set forth in this Employee Handbook are not intended to create a contract, nor are they to be construed to constitute a contractual obligation of any kind or a contract of employment between the City of Jonesboro and any of its employees. No employee, supervisor, manager, or any other City of Jonesboro representative is authorized to represent to any employee that they are employed by the City of Jonesboro on any other basis, and each employee should never interpret any such person's remarks, or anything written in this Employee Handbook, as a guarantee of continued employment. The provisions of the Employee Handbook have been developed at the discretion of management and, except for its policy of employment at will, may be amended or canceled at any time, at the City of Jonesboro's sole discretion.

VACANCIES, PROMOTIONS, JOB POSTINGS, and ADVERTISEMENT

Applications for city employment will not be accepted from anyone under 18 years old except for certain youth program positions.

Individuals seeking employment with the City may pick up an application at the HR Department or apply on-line on the website, www.jonesboro.org. Applications will only be accepted when the City is currently seeking to fill a vacancy or when a job opening is posted.

Applicants shall be disqualified from consideration for employment for any of the following reasons:

1. Falsification or misrepresentation of information on the application form or any employment related forms or documents.
2. Failure to submit by the closing date for applications any required application documents as described in the job announcement.
3. Improper influence; an attempt by the **applicant** or through others, with his/her knowledge, to influence a member of the hiring process.
4. Conviction of or pleading Nolo contendere to any felony and/or any misdemeanor, which, at the discretion of the Mayor, compromises the employee's position or reflects negatively upon the integrity of the City. Conviction is not an automatic bar to employment; all circumstances will be considered **on a case-by-case basis**.

It is the policy of the City of Jonesboro to hire and promote the most qualified applicant for all positions.

Vacancies open to external applicants will be announced and posted on the City's website, www.jonesboro.org and at other City Facilities at least **5** days before the deadline for applications. Copies of the job announcement will be sent to City Departments, to public and private employment agencies, local news media and other **recruiting** sources as needed.

The City may fill any vacancy by promoting an existing worker **within the department** without advertising the position outside the department. At the **hiring manager's discretion**, job openings may be restricted to current City employees only. Then the announcement will be posted for **3** days within City facilities. The final approval regarding filling positions will be made by the **Mayor** upon recommendation by the **HR Director and the Hiring Manager**. In emergency situations, where vital city services are at stake, any part of the normal hiring process may be waived **upon approval by the HR Director and the Mayor**.

PERSONNEL FILES

The City maintains an official personnel file on each employee in **Human Resources**. The file includes information that is needed by the City in conducting its business or as required by federal, state, or local law. Personnel files are the property of the City, and access is limited. You may view your own personnel file during normal business hours by contacting Human Resources.

To keep personnel files up to date, employees are responsible to notify HR in writing of any changes in name, address, telephone number, and marital status, number of dependents, beneficiary designations,

W-4 changes, and emergency contact. Family status changes affecting insurance coverage must be made within 31 calendar days of a change **in status or it may not qualify.**

NEPOTISM AND PERSONAL DATING RELATIONSHIPS

It is against City policy to hire persons in a department who are immediate family members of direct supervisory personnel in that department. As defined in this section, immediate family means your parents, spouse, children, brother, sister, and in-laws. This will include "step" or "foster" family members.

The City realizes that personal relations of a romantic nature may develop between co-workers, and while the City does not wish to ban all such relationships outright, those who choose to engage in such relationships do so at their own risk, with knowledge their employment may be affected if the relationship results in inappropriate or unprofessional behavior, negatively impacts the common good or morale of other employees, or creates conflicts of interest. If such relationships exists between employees, then employees must report it to their supervisor(s) and HR. The City reserves the right to take the appropriate action it deems necessary. Dating relationships, which one of the employees is the direct supervisor are prohibited.

If you plan on **entering into a dating relationship with** another employee in your department, and one of you is in a direct supervisory position, the following actions must be taken.

1. You must notify your **supervisor** and the Human Resource Director **immediately.**
2. One of you will be required to resign or transfer to another department, if there is a position available, within 30 calendar days.
3. You may mutually agree on which one of you will transfer or resign.
4. If you cannot agree, the employee with the lower classification will be required to transfer or resign.

DRUG-FREE WORK PLACE

Purpose of Policy

The City of Jonesboro has a vital interest in providing for the safety and well-being of all employees and the public and maintaining efficiency and productivity in all of its operations. In fulfillment of its responsibilities, the City is committed to the maintenance of a drug and alcohol free workplace.

The City and certain employees who drive commercial motor vehicles are subject to the requirements of federal statutes and implementing regulations issued by the Federal Highway Administration and Federal Transit Administration of the U.S. Department of Transportation. They are governed by separate policies, the City of Jonesboro's Supplemental Substance Abuse Policy for Employees Required to Possess a Commercial Driver's License and JETS' Substance Abuse Testing Program Policy, enacted pursuant to applicable laws. Often however, the DOT and transit policies do not cover certain city employees who perform safety and security-sensitive functions. In addition, the City has an interest in maintaining the efficiency, productivity and well-being of employees who do not perform safety or security-sensitive functions. In order to further provide a safe environment for city employees and the public, the City has adopted the following Drug-Free Workplace Policy for those employees who are not covered by federal law with respect to substance abuse testing.

Policy Statement

All employees must be free from the effects of illegal drugs and alcohol during scheduled working hours and abide by the terms of the policy statement as a condition of employment. Drinking alcoholic beverages or using drugs while on duty, on City property, in City vehicles, during breaks or at lunch, or working or reporting for work when impaired by or under the influence of alcohol, or when drugs and/or drug metabolites are present in the employee's system, is strictly prohibited and grounds for immediate discharge. In addition, employees are subject to immediate discharge for the unlawful manufacture, distribution, dispensation, possession, concealment or sale of alcohol or drugs while on duty, on City property, in City vehicles, during breaks or at lunch.

The City reserves the right to require employees to submit to urine drug testing and Breathalyzer alcohol testing to determine usage of drugs and/or alcohol as provided below. Employees must submit to all required tests. Any employee who refuses to submit to any required test without a valid medical explanation will be subject to immediate discharge. Refusal to execute any required consent forms, failure to show up within the required time frame or refusal to cooperate regarding the collection of samples, or submission or attempted submission of an adulterated or substituted urine sample will be deemed refusal to submit to a required test.

Safety and Security-Sensitive Positions Defined

A safety-sensitive position is one in which a momentary lapse of attention may result in grave and immediate danger to the public. The following positions are considered safety sensitive:

- Police Department employees who directly participate in code or law enforcement activities.
- Fire department employees who directly participate in fire-fighting activities.
- Mechanics and welders who work on vehicles designed to carry passengers such as buses, police cruisers, vans and the like.
- Lifeguards

A security-sensitive position includes:

- Any police officer, jailer, police dispatcher, and other police department employees, including but not limited to animal control employees, code enforcement employees, and clerical employees, who have access to information concerning ongoing criminal investigations and criminal cases, which information could, if revealed, compromise, hinder, or prejudice the investigation or prosecution of the case that would present a danger to the public.
- Any employee in the Information Systems department as they have access to all the IS equipment and systems that control the functioning of the City.
- Any employee in the Finance Department, other than Accounts Payable Specialists, as they have access to the finances and systems of the City.

Drug-Free Awareness Program/Education and Training

The City will establish a Drug-Free Awareness Program to assist employees to understand and avoid the perils of drug and alcohol abuse. The City will use this program in an ongoing educational effort to prevent and eliminate drug and alcohol abuse that may affect the workplace.

The City's Drug-Free Awareness Program will inform employees about: (1) the dangers of drug and alcohol abuse in the workplace; (2) the City's policy of maintaining a drug and alcohol free workplace; (3) the availability of drug and alcohol treatment, counseling and rehabilitation programs; and (4) the penalties that may be imposed upon employees for drug and alcohol abuse violations.

As part of the Drug-Free Awareness Program, the City will provide educational materials that explain the City's policies and procedures. Employees will be provided with information concerning the effects of alcohol and drug use on an individual's health, work, and personal life; signs and symptoms of an alcohol or drug problem; and available methods of intervening when an alcohol or drug problem is suspected, including confrontation and/or referral to management.

Supervisors who may be asked to determine whether reasonable suspicion exists to require an employee to undergo drug and/or alcohol testing will receive at least 60 minutes of training on alcohol misuse and 60 minutes of training on drug use. The training shall cover the physical, behavioral, speech and performance indicators of probably alcohol misuse and drug use.

Prohibited Substances/Legal Drugs/Unauthorized Items

Prohibited Substances

Alcoholic beverages and drugs are considered to be prohibited substances in the workplace. For purposes of this policy, the term "drugs" includes controlled substances (as identified in Schedules I through V of Section 202 of the Controlled Substances Act, 21 U.S.C. 812, and the regulations promulgated there under, and defined in the Uniform Controlled Substances Act, Ark. Code Ann. 5-64-201-216,) including synthetic narcotics, designer drugs, marijuana, and prescription drugs, excepting: prescription drugs approved by and used in accordance with the directions of the employee's physician and marijuana that is obtained and used as permitted by Arkansas law for medical purposes.

The abuse, overmedication, inappropriate consumption, or mistreatment of prescription drugs or medical marijuana lawfully obtained and approved by the employee's physician is considered to be the abuse of "drugs" as stated in the previous paragraph.

Legal Drugs

The appropriate use of legal drugs, including prescription drugs and over-the-counter medications, is not prohibited. **The term "legal drugs" includes medical marijuana lawfully obtained from a licensed dispensary located within Arkansas and used for treatment of qualifying medical conditions.** Any employee using a prescription drug should consult with his/her physician and pharmacist regarding the effects of the drug. Employees should read all labels carefully.

Unauthorized Items

Employees may not have any unauthorized items in their possession or in any area used by them or under their control. Unauthorized items may include, but are not limited to, alcoholic beverage containers and drug paraphernalia.

Use Of Alcohol and Drugs/Prohibited Conduct

All employees covered under this policy are subject to the following prohibitions regarding the use of alcohol and drugs (controlled substances):

- Employees shall not report for duty or remain on duty while impaired by the consumption of alcohol. An employee will be deemed to be impaired by alcohol if that employee has a blood alcohol concentration of 0.04 or greater.
- Employees shall not consume alcohol while on duty.
- Employees required to undergo post-accident testing shall not use alcohol for 8 hours following the accident, or until they undergo a post-accident alcohol test.
- Employees shall submit to all authorized drug or alcohol tests.
- Employees shall not report for duty or remain on duty while under the influence of any controlled substance, except when the use thereof is pursuant to the instructions of a licensed physician who has advised the employee that the effect of the substance on the employee does not pose a significant risk of substantial harm to the employee or others in light of his/her normal job duties.

In addition, subject to the disciplinary rules set forth below, employees who are found to have an alcohol concentration of 0.02 or greater, but less than 0.04, in any authorized alcohol test shall be removed from duty, and may not return to duty until the start of the employee's next regularly scheduled shift, but not less than 24 hours following administration of the test.

The foregoing rules shall apply to all employees and shall apply while on duty, during periods when they are on breaks or a lunch, or not performing safety or security sensitive functions.

When Drug and Alcohol Testing May Be Required Of Employees

Employees (and applicants) covered by this policy shall be required to submit to urine testing for use of prohibited drugs and/or Breathalyzer alcohol testing in the following circumstances.

- When the City has reasonable suspicion that an employee has violated any of the above prohibitions regarding use of alcohol or drugs. For purposes of this rule, reasonable suspicion shall be based on specific, contemporaneous, particular observations concerning the appearance, behavior, speech or body odors of the employee. The required observations must be made by a supervisor or city official or employee who is trained in detecting the signs and symptoms of misuse of alcohol and drug use.
- As part of a pre-employment examination after a conditional job offer has been made, a fitness for duty physical examination, or any other lawful required periodic physical examination. Non-safety

and non-security sensitive positions will not be required to undergo a pre-employment drug or alcohol test unless the applicant is otherwise required to undergo a pre-employment physical examination after a conditional job offer has been extended to the employee.

- When the City management has a reasonable suspicion based on observations or credible information submitted to the City, that the employee is currently using, impaired by or under the influence of drugs or alcohol.
- When an employee suffers an on-the-job injury following a serious or potential serious accident or incident in which safety precautions were violated, equipment or property was damaged, an employee or other person was injured, or careless acts were performed by the employee. Such testing will be required of non-safety sensitive employees only when such factors, when taken alone or in combination with other factors, give rise to reasonable suspicion that the employee may be under the influence of drugs or alcohol.
- When any prohibited drug or alcoholic beverage is found in an employee's possession.
- When the laboratory values in any authorized drug test indicated the need for additional testing, as determined by the Medical Review Officer (MRO), or where any authorized drug test must be canceled due to a collection, chain of custody, or other procedural problem.

When Drug and Alcohol Testing May Be Required of Employees Holding Safety and Security Sensitive Positions

Employees in (and applicants for) safety and security-sensitive positions shall be required to submit to urine testing for use of prohibited drugs and/or Breathalyzer alcohol testing in the foregoing and in the following circumstances:

- When a safety-sensitive employee is involved in an accident involving a motor vehicle on a public road while at work, and the employee's position is safety-sensitive because it involves driving a motor vehicle.
- Random testing for drugs (but not alcohol) will be conducted. In order to treat all employees as equally as possible, and to maintain consistency in the administration of its efforts to maintain a drug-free workplace, random testing under this policy will be governed by 49 U.S.C. § 31306 and implementing regulations to the extent that it is lawful and feasible to do so.

Random Drug Screens

Random drug testing will be performed on an unannounced basis and will be spread reasonably throughout the calendar year. The mechanism for determining individual employees to be randomly tested will be by a computerized program conducted by the contracted provider of testing programs. Lists of selected names will be sent to the assigned department contact for test scheduling. When notified of selection for random testing, the employee shall proceed immediately to the collection site. Only employees in safety-sensitive and security sensitive positions are subject to random testing.

Disciplinary Action

Employees may be subject to disciplinary action, up to and including discharge, for any of the following infractions:

- a. Refusal to submit to an authorized drug or alcohol test. Refusal to submit to testing means that the employee fails to provide an adequate urine or breath sample for testing without a valid medical explanation after he/she has received notice of the requirement to be tested, or engages in conduct that clearly obstructs the testing process. Refusal to submit to testing includes, but is not limited to, refusal to execute any required consent forms, refusal to cooperate regarding the collection of samples, and/or submission or attempted submission of an adulterated or substituted urine sample.
- b. Drinking alcoholic beverages or using drugs while on duty, on City property, in City vehicles, during breaks, or at lunch.
- c. Unlawful manufacture, distribution, dispensation, possession, concealment, or sale of any prohibited substance, including an alcoholic beverage, while on duty, on City property, in City vehicles, during breaks, or at lunch.
- d. Any criminal drug statute conviction and/or failure to notify the City of such conviction within five (5) days.
- e. Refusal to cooperate in a **lawful** search.
- f. Having an alcohol concentration of .04% or greater in any authorized drug **or alcohol** test.
- g. Testing positive for drugs and/or their metabolites in any authorized drug test.

Although the foregoing infractions will ordinarily result in discharge regardless of the employee's position, the City reserves the right to consider extenuating circumstances and impose lesser discipline when such action is deemed appropriate.

Employment Status Pending Receipt of Test Results

In addition to appropriate disciplinary measures, including suspension, which may be taken in response to the incident or course of conduct which gave rise to the test, the City reserves the right to decide whether the incident or course of conduct prompting the test is of such a nature that the employee should not be put back to work until the test results are received. If such a decision is made, the employee will be suspended without pay. Where the test result is negative, the employee will be reinstated with back pay, provided the employee has not been given an appropriate disciplinary suspension for violation of another work rule which also covers the time missed waiting for the test results.

USE OF TOBACCO

The Arkansas Clean Indoor Act of 2006 (Act) prohibits smoking in all enclosed areas within places of employment and public places. Smoking is not allowed in any building or vehicle owned or leased by the City. **Additionally, the use of e-cigarettes, vape pens or a similar device is also prohibited.** The City will not discriminate or retaliate against any individual for making a complaint regarding a violation of the Act or

this Use of Tobacco Policy, or for cooperating with an investigation regarding a violation of the Act or this Policy. A violation of this policy may result in disciplinary action up to and including termination of employment.

REFUSAL TO WORK

We are committed to public service. If you take part in any work stoppage, slowdown, strike or other intentional work interruption you may be terminated. **If you have a concern you should discuss the matter with your supervisor or HR. (Refer to page 4-2: Open Door Policy).**

FAMILY AND MEDICAL LEAVE POLICY (FMLA)

Employees who have worked for the City for at least one (1) year in the past seven (7) years; who have worked at least 1,250 hours during the previous twelve (12) months (unless the employee is classified as an "exempt" employee under the Fair Labor Standards Act; an employee should consult with Human Resources to determine whether the employee is classified as exempt or non-exempt); and work at location where at least 50 employees are employed by the City within 75 miles of that work site are eligible for leave under the Family and Medical Leave Act (FMLA). The FMLA provides eligible persons with up to twelve (12) weeks unpaid leave during a twelve (12) month period for certain qualified family and medical situations.

Reasons for Taking Leave

1. For the care of the employee's child (birth or placement for adoption or foster care);
2. For the care of the employee's spouse, dependent child, or parent who has a serious health condition;
or
3. For the employee's own serious health condition;
4. For a "qualifying exigency" resulting from the active duty military service of the employee's spouse, son, daughter or parent who is currently serving in a reserve branch of the armed forces. A qualifying exigency includes: (1) Short-notice deployment; (2) Military events and related activities; (3) Childcare and school activities; (4) Financial and legal arrangements; (5) Counseling; (6) Rest and recuperation; (7) Post-deployment activities; and (8) any other leave for which the employer and employee have both agreed shall qualify as an exigency;
5. For the care of the employee's spouse, son, daughter, parent, or next of kin, who is a service member with a serious illness or injury incurred in the line of duty. Employees eligible for this type of leave may be eligible for up to twenty-six (26) workweeks of leave, rather than the usual twelve (12).

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regiment of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Eligibility for Military FMLA Leave

When electing to take FMLA leave for purposes of caring for an injured service member, the following definitions apply:

Covered service members are current members of the Armed Forces, including a member of the National Guard or Reserves, or a member of the Armed Forces, the National Guard, or Reserves who is on the temporary disability retired list, who has a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy; or otherwise in outpatient status; or otherwise on the temporary disability retired list. This provision does not apply to former members of the Armed Forces, former members of the National Guard and Reserves, and members on the permanent disability retired list.

Serious injury or illness means an injury or illness incurred by a covered service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank or rating.

Next of kin means the nearest blood relative other than the covered service member's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA.

Duration of Military FMLA Leave

Leave to care for an injured or ill active-duty military member, when combined with other FMLA-qualifying leave, may not exceed 26 weeks in a single 12 month period. Military FMLA leave runs concurrently with other leave entitlements provided under federal, state, and local law.

Leave Year

Except for purposes of leave to care for an injured service member, the leave year (the 12 month period), under this policy shall be calculated on a "rolling 12 month period" measured backward from the date a **service** member uses any family leave.

Substitution of Paid Leave for Unpaid Leave

If the employee has available accrued paid leave, the employee must use the paid leave first and take the remainder of his or her FMLA leave as unpaid leave.

An employee who is taking leave because of the employee's own serious health condition or the serious condition of a family member must use all accrued paid **sick, comp time, or vacation leave** prior to being eligible for unpaid leave.

An employee taking leave for the birth of a child must use paid sick leave for the employee's medically necessary leave following childbirth. The employee shall then use all **comp time and vacation leave**, and then will be eligible for unpaid leave for the remainder of the 12 weeks.

An employee who is taking leave for the adoption or foster care of a child must use all paid vacation, personal or family leave prior to being eligible for unpaid leave.

Employees who request FMLA leave should consult with the **HR** Director for details on the availability of **sick, comp time, and vacation**.

FMLA and Workers' Compensation

When an employee is on leave due to an on-the-job injury or illness which is a serious health condition under the FMLA, the workers' compensation absence and FMLA leave will run concurrently.

Advance Notice and Medical Certification

If the leave is to be covered completely through the use of sick or vacation leave, then the employee should provide notice as required under those policies where possible. However, where the need for the leave is foreseeable, and if some or all of the leave will not be covered through the use of vacation, **the City requires that written notice be provided to the HR Director thirty (30) days in advance of the leave**. If leave is not foreseeable, then the employee must provide notice to the City as soon as practicable.

Employees must provide the **HR** Director with sufficient information to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform their job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees must also inform the **HR** Director if the requested leave is for a reason for which FMLA leave was previously taken or certified.

An employee requesting FMLA leave must furnish the City with a medical certificate to support the need for a leave due to the employee's serious health condition or that of the family member. The employee will also be required to provide periodic reports of the employee's status while on leave. Further, the employee will be required to furnish recertification from a health care provider if he or she requests an extension of FMLA leave, if circumstances described by the previous certification have changed significantly, or if the City has information that casts doubt on the need for continued leave. At the end of the leave, the employee will be asked to present a doctor's certificate of fitness to return to work. If an employee is unable to return from leave because of a serious health condition, medical certification may be required.

Intermittent or Reduced Leave

Employees do not need to use FMLA leave in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary or specifically approved by the City. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the City's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Employment and Benefits Status

During FMLA Leave, the City will maintain employees' health coverage under any "group health plan" on the same terms as if the employee's had continued to work. In most circumstances, employees returning from FMLA leave will be restored to their original or equivalent pay, benefits, and other employment terms. The City may find it necessary to deny reinstatement to certain highly compensated employees, but only if it is found necessary to avoid substantial and grievous economic injury to the operation of the City.

Employees who take advantage of FMLA leave will be eligible for any employment benefit that accrued prior to the start of the leave.

Medical Insurance Coverage

During FMLA leave, employees may continue to participate in the City's group health plan under the same conditions as if they continued to work. The City will make arrangements with employees requesting leave for the continued payment of the employee's share of the medical premium. If an employee fails to make premium payments as arranged and becomes in arrears for more than thirty (30) days, coverage will terminate. The employee may resume coverage when he or she returns from leave without having to re-qualify for insurance coverage.

Other Rights and Obligations

The City will inform employees requesting leave whether they are eligible under FMLA. If they are, the City will notify them of their rights and responsibilities. If they are not eligible for leave, the City will provide a reason for the ineligibility.

The City will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the City determines that the leave is not FMLA-protected, then it will notify the employee.

The FMLA makes it unlawful and the City will not:

- (i) Interfere with, restrain, or deny the exercise of any right provided under the Family and Medical Leave Act;
- (ii) Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

We have posted and will continue to display the poster entitled:

EMPLOYEE RIGHTS AND RESPONSIBILITIES
UNDER THE FAMILY AND MEDICAL LEAVE ACT
WH Publication 1420

For more information about our Family Medical Leave Policy, please contact the Human Resources Director or see the "Employee Rights and Responsibilities" form attached to this handbook.

COMPUTER USE POLICY

Electronic Communications Equipment Resources and Systems

1. Technology as a Privilege

The City of Jonesboro provides employees with access to and use of a variety of electronic resources. These resources are provided to employees in an effort to allow them to be more efficient, productive and to have access to information and equipment that is necessary for them to carry out their responsibilities as an employee. Employees are expected and required to use these resources in a manner consistent with their position and work responsibilities.

2. Privacy of Information

All electronic media communications systems (including internet and e-mail systems) and all communications and information transmitted, received by or stored in these systems are City records and the property of the City of Jonesboro. The systems have been provided by the City for use in conducting City business. The computers and computer accounts given to employees are to assist them in performance of their jobs. Employees should not have an expectation of privacy in anything they create, store, send, or receive on the computer system. The computer system belongs to the City and may only be used for business purposes. The City, in its discretion, reserves and may exercise the right to monitor, access, retrieve, and delete any matter stored in, created, received, or sent over the computer system or stored on an employee's computer, for any reason and without the permission of any employee. Even though the City has the right to retrieve and read any e-mail messages, those messages should still be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or read any e-mail messages that are not sent to them. Additionally, employees are reminded that communication records are subject to the Arkansas Freedom of Information (FOI) Act.

3. Resources and Systems

Electronic Communications Equipment Resources and Systems include, but are not limited to: computer (including e-mail), electronic (including paging), **cell phones**, and telephone communication (including voice mail and radio) systems; televisions, computers, facsimile machines and copying machines; and any other equipment or systems used for the transmission, reception or storing of information. This policy applies whether an employee accesses the City's equipment or systems in the workplace or from outside the workplace regardless of the time of day used.

4. Acceptable Uses

Limited, occasional or incidental use of electronic media for personal, non-business purposes is understandable and acceptable. However, employees need to demonstrate a sense of responsibility and may not abuse the privilege. Departments will be responsible for issuing their own **guidelines** regarding employee personal cell phone usage while working. Only an approved group of employees will have the authority to send emails to the Announcements distribution group. Employees needing to broadcast an email to the Announcements distribution group, must forward the email to their **Director** who will determine if the e-mail is appropriate for Announcements and should not exceed 15 megabytes. If determined appropriate, the **Director** will forward the email to the Announcements group. The message must be related to City business or provide pertinent information to employees.

Departments will have the ability to add employees who need direct access to the Announcements group (without going through their **Director**) as part of their job duties. Should employees need immediate access to Announcements and unable to contact their **Director** or **his/her** designee, employees can forward the email to the Information Systems **Director**. Employees must receive approval from **their Director** before accessing **online** classes conducted via the Internet during work hours. Employees should exercise proper email maintenance and storage to avoid exceeding the mailbox storage maximum, 40 megabytes. This will ensure that employees continue to receive email notifications and limit the space utilized on the City's email server. Employees should exercise proper attention in the opening/sending/forwarding of attachments and executable files to limit exposure to computer viruses.

5. Equipment and resources shall **not** be used for any of the following purposes:
- a. knowingly transmitting, retrieving or storage of any communications of a discriminatory or harassing nature, including, but not limited to, sexually explicit images, messages or cartoons, or any transmission that contains ethnic slurs, racial epithets, or anything that may be construed as discrimination or harassment of others based on their race, national origin, sex, age, disability, religion, genetic information, or any other protected status;
 - b. distribution of communications of a defamatory or threatening nature or containing profanity;
 - c. conducting business involving outside employment or any activity for personal gain, such as buying or selling of commodities or services with a profit motive;
 - d. electronic media and services should not be used in a manner that is likely to cause network congestion or significantly hamper the ability of other employees to access and use the system e.g., viewing/playing games, radio, music, sound files, clips, movies, or videos over the internet;
 - e. any form of gambling;
 - f. transmitting material, information, software, or installing software, in violation of any local, state or federal law, including but not limited to copyright laws;
 - g. conducting any non-City related fund raising, or public relations activities, or participating in political activities;
 - h. sending or forwarding chain letters, virus hoaxes, etc.
 - i. excessive visiting or participating in chat rooms;
 - j. spending unwarranted amounts of time, on the web surfing, or on personal phone calls;
 - k. any other purpose which is illegal, against City policy, or contrary to the City's interest, including but not limited to phishing or hacking;
 - l. connecting non-approved computers, PDAs, cell phones, wireless devices, or peripherals and installing unapproved software, to any of the City's systems, including but not limited to the City's network. Once the device is approved by Information Systems, strict protocol must be followed in the connection of the device since failure to do so could expose the system to viruses.

m. loading of City-owned software on personal computer equipment;

n. sending mass emails to multiple users or Departments that are not related to City business or pertinent to City operations.

6. Enforcement and Penalties

The sharing of passwords, using a password that is not assigned to the employee, using it or accessing a resource or system which the employee is not authorized to use, are expressly prohibited. Any employee found to have violated this policy or to be abusing the privilege of City-facilitated access to electronic equipment, resources, or services, will be subject to disciplinary action up to and including termination. Additionally, the City may remove email and/or internet access at any time.

7. Off-Duty Work

Non-exempt employees are prohibited from checking emails when off work. Non-exempt police department employees may check work emails when off work with prior approval from the Chief. Non-exempt employees must record as hours worked all time spent checking emails while away from the office.

PASSWORD GUIDELINES

- Passwords must be changed every 90 days.
- The last 5 passwords cannot be re-used.
- Users will be notified 2 weeks in advance of password expiration date. At this time, users will be prompted to select a new password.
- All passwords must conform to the guidelines outlined below.

Password Construction Guidelines

- Passwords cannot contain the user's username or parts of the user's full name that exceed two consecutive characters.
- Passwords must be at least eight characters in length.
- Passwords must contain at least 3 of the following four categories:
 - English uppercase characters (A through Z)
 - English lowercase Characters (a through z)
 - Base 10 digit numeric (0 through 9)
 - Non-alphabetic characters (for example, !, @, \$, %)
- Passwords must not be based on a users' personal information or that of his or her friends, family members, or pets. Personal information includes logon I.D., name, birthday, address, phone number, social security number, or any permutations thereof.
- Passwords must not be words that can be found in a standard dictionary (English or foreign) or are publicly known slang or jargon.

- Passwords must not be based on publicly known fictional characters from books, films, and so on.
- Passwords must not be based on the company's name or geographic location.

Password Protection Guidelines

- Passwords must be treated as confidential information. No employee is to give, tell, or hint at their password to another person, including IT staff, administrators, superiors, other co-workers, friends, and family members, under any circumstances.
- If someone demands your password, refer them to this policy or have them contact the Information Systems.
- Passwords are not to be transmitted electronically over the unprotected Internet, such as via e-mail. However, passwords may be used to gain remote access to company resources via the company's IPsec-secured Virtual Private Network or SSL-protected Web site.
- No employee is to keep an unsecured written record of his or her passwords, either on paper or in an electronic file. If it proves necessary to keep a record of a password, then it must be kept in a controlled access safe if in hardcopy form or in an encrypted file if in electronic form.
- Do not use the "Remember Password" feature of applications.
- Passwords used to gain access to company systems must not be used as passwords to access non-company accounts or information.
- Don't use the same password to access multiple company systems.
- If an employee either knows or suspects that his/her password has been compromised, it must be reported to the Information Systems and the password changed immediately.
- The Information Systems may attempt to crack or guess users' passwords as part of its ongoing security vulnerability auditing process. If a password is cracked or guessed during one of these audits, the user will be required to change his or her password immediately.

Password Examples

Strong

monwayTorp1
jOnwaycotP
Testthi\$
T3stthis
THIS1ISGOOD

Weak

test (too short)
07152006 (no letter, no symbol or capital)
jonesboro(no number, no symbol or capital)

SMART PHONE USE

This policy addresses the use of smart phones during work time and non-work time.

Scope

This policy is applicable to all City employees, and any individuals performing services for the City, such as those from a temporary employment agency.

Definition

A smart phone is defined as a cellular phone with the capability to allow the user to talk, access the internet, send electronic mail, text messages, picture messages, or take photographs or videos.

Procedures

While at work, employees are expected to exercise the same discretion in using smart phones, as is expected for the use of City phones or computers. Excessive personal usage during the workday, regardless of the phone or computer used, can interfere with employee productivity and official activity, and can be distracting to others. Employees are asked to make personal calls or use smart phones for personal uses on non-work time when possible and to ensure that friends and family members are aware of the City's policy. The City will be flexible when circumstances truly demand an employee's immediate necessity to use a smart phone. An employee's use of a smart phone for non-work activity is the exception, not the accepted practice.

While not at work, employees may not engage in behavior with their smart phones that would violate the City's **policies, especially the harassment prevention policy, or state or federal laws.**

The City will not be liable for the loss of smart phones brought into the workplace or while conducting City business.

Please be considerate with the use of phones during meetings and training sessions by turning off phones.

Smart phones may not be used to make an audio recording of any conversation on City property on behalf of the City unless authorized by the Chief of Police or, following a written request, after approval by the Mayor. Smart phones may not be used to make a video recording of anyone on City property on behalf of the City without the consent of all the individuals being recorded. Personal cellular phones or smart phones may not be used to photograph anyone on City property on behalf of the City, without the consent of all the individuals being photographed. This policy applies only to secure or other designated non-public areas of City property.

Employees must use extreme caution not to photograph anything constituting a trade secret or proprietary information, especially when taking photographs on City property. Photographing trade secrets or proprietary information is considered a serious violation of this policy and could be a violation of state or federal law.

All employees must follow the City's policies regarding harassment prevention when using smart phones. No smart phones may be used to display or distribute sexually offensive, racist, or derogatory materials. This includes, but is not limited to, derogatory pictures, videos, sounds, words, drawings, or cartoons.

Employees violating this policy may be subject to discipline up to and including termination of employment.

TRAVEL POLICY

This **policy** establishes the rule governing the eligibility for payment of expenses incurred by City employees, elected and appointed officials during travel directly related to official business. These rules provide for the payment of travel funds and for the reimbursement of out-of-pocket expenses.

Responsibility

The authority for promulgation of rules defining the rates of allowable mileage, food and lodging and similar travel expenses rest with the City Council based on the recommendation of the Finance Committee.

The Finance Department ensures conformity to the procedures in this guideline. Normal audit rules will be applied to establish conformance among city departments.

Supervisors are responsible for the dissemination of these procedures to all employees; and for verification and submission of all Requisitions, Request for travel Forms, Travel Expense Forms, and receipts and/or requests for reimbursement to Finance.

The individual employee traveling on official business is responsible for making sure he/she understands this policy and complies with it. Any unusual circumstances or exceptions must be clarified in advance and any deviations must be approved in writing in advance by **his or her supervisor**.

NOTE* Reimburse or reimbursement as it appears anywhere in this procedure, references the fact that detailed documentation must be provided with the Final Travel Expense Report.

In order to afford employees, elected and appointed, maximum flexibility in the accomplishment of their assigned tasks, the City of Jonesboro will pay travel expenses directly related to official business in accordance with amounts authorized herein. Travel expenses for official business may include the cost of out-of-town conferences involving professional associations, intensive training of the short course nature and meetings with state and federal authorities on program-related topics. All travel expenses for employees shall be approved by their **Director** within their approved travel budget. Travel expenses for Department Heads shall be approved by the Mayor. Travel by elected or appointed officials shall not require approval subject to prior budget approval.

Procedures

Transportation

An employee may choose to extend travel beyond the time required to conduct the business purpose of the travel. Time and expense incurred in excess of the business purpose are the responsibility of the traveler. These arrangements must be approved in advance, in writing, by the traveler's **supervisor**.

Airline ticket payment will be made for actual coach costs. The traveler has the option of using their own resources (cash, credit card, etc.) to purchase reimbursable tickets, or the following procedure may be utilized for the City to purchase tickets. A Purchasing Requisition payable to the Credit Card Company, Airline Itinerary, and Confirmation Locator Number (supplied by the airline for tickets placed on 24 hour hold) must be submitted to Finance Department as soon as possible after reservations are made. Transferring tickets is not allowed. FAA regulations state that tickets must be issued in the traveling employee's name.

Mileage reimbursement for use of a private vehicle is allowable in the event a City-owned vehicle is not available. Mileage shall be based on the current IRS per mile rate. Trip distances shall be computed (and printed) using Map Quest or similar software. However, personal vehicle mileage reimbursement shall not exceed the lowest coach airfare available at the time of the travel request (documentation must be provided); nor shall food and lodging expense be for more than one additional day of travel time to and/or from the destination city. Any exceptions to this must have prior approval in writing from the **Chief Financial**

Officer. Reimbursement for use of personal vehicles to travel to and from the airport will be one round trip if utilizing airport parking, or two round trips if not utilizing airport parking. Mileage is paid from City Hall or the travelers normal work location to the airport and back. If travel is mandated by the **supervisor's** written directive on a non-regularly scheduled workday, round trip mileage from the traveler's home of record is authorized.

Taxi fare and similar public transportation is reimbursable for all necessary City business related trips.

Rental vehicles require prior written approval from the **employee's Director**. Written justification for renting vehicles as well as cost estimates for the rental of the vehicle and collision insurance, if you plan to purchase insurance, must accompany all requests for travel. Actual costs of mid-sized or smaller vehicles rented from recognized car rental agencies (Avis, Hertz, National Budget, Dollar etc.) are reimbursable. When more than four (4) employees are traveling to the same destination, reimbursement for actual costs of renting vans shall be allowed.

Fuel for City-owned vehicles is reimbursable. Use of City-owned vehicles outside City limits requires written justification from the traveler's **manager**.

Pay for travel for non-exempt employees

Travel time as working time

In most cases, travel time counts as working time. When travel is considered hours worked, the time must also be counted to calculate overtime as follows:

During a normal work day

A normal commute to work and back is not typically considered work time. However, travel during the workday is work. For example, if an employee normally works 8:00 to 5:00, and must drive 15 miles for a meeting at 3:00, the travel time counts as work (it takes place within normal work hours). However, if the meeting ends at 5:00 and the employee goes straight home, this is probably a normal commute and does not count as hours worked, assuming the travel is not much farther than a normal commute (usually, within the same city or community).

To another city in the same day

Travel time to another city is working time. However, travel from home to an airport or other terminal can be considered a commute that is unpaid. For example, an employee might drive from home to the airport, take a flight to another city for a conference, and return to the airport before driving home (all in the same day). Time spent driving to and from the airport can be considered a normal commute (assuming it is within the same community) and would not have to be paid working time. However, all other travel time (on the plane and at the destination) counts as hours worked that must be paid, even if those hours are outside the normally scheduled hours (i.e., the train leaves at 7:00 a.m. and returns at 6:00 p.m.). Of course, normal meal breaks do not count as hours worked.

Overnight travel to another city

In most cases, all travel time to another city for an overnight trip counts as paid working time. To use the above example, suppose the employee took a flight to another city and stayed overnight. If travel to another city occurs during normal work hours on a non-work day (i.e., the employee takes the 11:00 a.m. flight on a Sunday) it also counts as hours worked.

Food

Full day travel shall be defined as an initial departure time prior to 7:00 A.M. and return of at least 7:00 P.M. Allowances for travel within Arkansas shall be \$40.00 for all meals with tips included. Allowances for meals out of state shall be based on the General Services Administration (GSA) travel rates and shall not exceed the total daily amount. Receipts must be turned in with travel forms.

Meals for partial day travel shall be paid on a per diem rate depending on departure and arrival time. Partial day travel shall be defined as an initial departure time later than 8:00 A.M. and/or return time of earlier than 6:00 P.M. The maximum allowable reimbursement shall be for two meals. The per meal allowance in Arkansas, including tip, shall be: Breakfast-\$8.00; Lunch-\$12.00; Dinner-\$20.00. In cases where a meal is provided by the attended function, unless the employee's supervisor provides prior written approval, the allowance will not be paid for the meal. The per meal allowance for out of state travel shall be based on the GSA travel rates per meal.

Reimbursement of meals for other purposes for official city business must state the name of the guest(s), nature of business, and be approved by the Director based on prior budget approval. The City shall not reimburse the costs of alcoholic beverages.

Lodging

The City will reimburse charges for room rate, taxes, and phone calls made on behalf of the City, where it is reasonably expected that a prudent traveler could not return to their residence.

Tips

Employees may be reimbursed for tips related to meals and parking, up to 15% of the cost of the meal and parking expenses.

Parking

Expenses incurred for parking are reimbursable. Any airport parking shall be reimbursed at the long-term parking rate.

Submission of Actual Expenses shall be as Follows:

The traveler must submit a completed copy of the Travel Expense Report (with receipts and/or request for reimbursements) to the Accounts Payable section of the Finance Department within 10 workdays of return.

After 10 days, all follow up will be addressed through the appropriate Department Head to the traveler.

NOTE* Reimbursement as it appears anywhere in this procedure, references the fact that detailed documentation must be the expenses and explain the business purposes (who, what, when, where, and why) for the expense. Lodging expenses must be itemized by day, and show all miscellaneous expenses. Expenses will not be reimbursed without detailed, supporting receipts.

TIME RECORDS - NON EXEMPT EMPLOYEES

Accounting requirements necessitate the documentation of attendance as well as overtime hours. You must record on a time sheet all hours at work, including arrival at the office, departure for lunch, return from lunch, and departure at the end of the work day. After your supervisor has approved your completed time sheet, the time sheet must be submitted to payroll at the appropriate designated time.

OVERTIME PAY – NON EXEMPT EMPLOYEES

You may be required to work overtime. Overtime must be approved by your supervisor prior to being worked. The approving **manager** must initial the overtime hours on your time record in order for the time to be considered approved overtime. **Non-exempt employees who work non-authorized overtime hours will be paid, but will be subject to disciplinary action, up to and including termination.**

Except for when compensatory time is provided to **non-exempt** employees in lieu of overtime pay, all **non-exempt** employees will be paid overtime when they work more than 40 hours in a work week. Shift-working Firefighters will be paid overtime when they work more than 204 hours within a 27 day work schedule. The rate of pay for overtime work is 1.5 times the regular rate of pay.

COMPENSATORY (Comp) TIME – NON EXEMPT EMPLOYEES

The Mayor may direct that compensation for overtime be made in the form of compensatory time, rather than overtime pay. Use of compensatory leave is provided and taken pursuant to applicable federal and state law. Department records will determine the number of compensatory leave **hours** you have earned. Compensatory leave must be taken within one year after it is earned and is scheduled the same way as vacation.

Compensatory time (comp time) off in lieu of monetary overtime compensation is provided at a rate of not less than one and one-half hours of compensatory time for each hour of overtime worked. No employee shall be allowed to accumulate more than a total of 40 hours of compensatory time unless you are a public safety officer. After reaching a total of 40 hours compensatory time, all overtime shall be paid in monetary compensation until the total hours of compensatory time drops below a total of 40.

Public safety officers are allowed to accumulate no more than a *total* of 100 hours of compensatory time, and all overtime shall be paid in monetary compensation until the total hours of compensatory time drops below a *total* of 100 hours. The procedure for scheduling public safety officer's compensatory time off is the same as scheduling vacation.

In addition, due to the specific nature of the requirements of public safety officers assigned to positions as School Resource Officers, they will be allowed to accumulate the maximum amount of compensatory time allowed by federal and state law, currently 480 hours. Officers removed from such assignments will be required to expend any time accumulated over 100 hours before utilizing any other type of leave.

Supervisors shall be charged with maintaining accurate records of compensatory time in their department and providing **Payroll** records of compensatory time as it is earned and taken.

Upon termination of employment, an employee will be paid for unused compensatory time figured at: 1) the average regular rate received by such employee during the last three years of employment; or 2) the final regular rate received by such employee, whichever is higher.

In the event a non-exempt employee moves into an exempt position, any accumulated compensatory time owed to them shall be taken within 3 months of becoming exempt and if not taken during the 3 month time frame it shall be paid to them at the end of three months at their non-exempt rate of pay.

RESIGNATION, TERMINATION, and RETIREMENT

Employees who wish to terminate their employment with the City of Jonesboro are requested to notify the City at least 2 weeks in advance. Notice should be given in writing to your **Supervisor and HR**. Proper notice should allow the City time to calculate all money you are due in your final paycheck. Without adequate notice, you may have to wait until the next pay period to receive those payments.

Employees who plan to retire are requested to give the City a minimum of 2 months' notice. This should allow time for processing appropriate forms to help ensure that your retirement benefits start on time.

Retirement is defined as an employee who retires with 20 years of service with the city. Eligible employees with 20 years of service may elect to continue the cities health care plan until the age of 65, as long as he or she pays the cities full premium amount. He or she may not make changes to the plan once retired or when the plan has been terminated it may not be re-added.

When an employee retires from his or her position with the City, he or she begins receiving benefits under the appropriate retirement plan, if applicable. If the retired employee later accepts a new position with the City, he or she will be considered a new hire for all purposes of employment, including eligibility for benefits and paid leave. **Note – some retirement plans may recognizes prior years of service for vesting purposes. Consult with HR about your particular plan.**

Employees who are absent for three consecutive days without being excused **or have given** proper notice will be considered as having voluntarily quit.

Employees who leave the City and later accept a new position with the City, will be considered a new hire for all purposes of employment, including eligibility for benefits and paid leave.

Any employee who is terminated for disciplinary reasons will not be eligible for rehire with the City **unless an override is approved by the HR Director and the Mayor.**

SOCIAL MEDIA POLICY

Purpose of Policy for City of Jonesboro Social Media Site(s)

This policy establishes guidelines for the establishment and use by the City of Jonesboro of social media sites (including but not limited to Facebook and Twitter) as a means of conveying City of Jonesboro ("City") information to its citizens.

The intended purpose behind establishing City of Jonesboro social media sites is to disseminate information from the City, about the City, to its citizens.

The City of Jonesboro has an overriding interest and expectation in deciding what is spoken on behalf of the City on City social media sites.

For purposes of this policy, social media is understood to be content created by individuals, using accessible, expandable, and upgradable publishing technologies, through and on the Internet. Examples of social media include, but are not limited to, Facebook, blogs, Myspace, RSS, YouTube, Second Life, Twitter, LinkedIn, Delicious, Snapchat, Instagram, Pinterest, and Flickr. **For purposes of this policy, "comments" include information, articles, pictures, videos, or any other form of communicative content posted on a City of Jonesboro social media site.**

General Policy

1. The establishment and use by any City department of City social media sites are subject to approval by the Mayor or his/her designees. All City of Jonesboro social media sites shall be administered by City of Jonesboro Information Technology ("IT") staff.
2. City social media sites should make clear that they are maintained by the City of Jonesboro and that they follow the City's Social Media Policy.
3. Wherever possible, City social media sites should link back to the official City of Jonesboro website for forms, documents, online services and other information necessary to conduct business with the City of Jonesboro.
4. The **Communications department** will monitor content on City social media sites to ensure adherence to both the City's Social Media Policy and the interest and goals of the City of Jonesboro.
5. The City reserves the right to restrict or remove any content that is deemed in violation of this Social Media Policy or any applicable law. Any content removed based on these guidelines must be retained by the **Communications department** for a reasonable period of time, including the time, date and identity of the **person posting**, when available.
6. These guidelines must be displayed to users or made available by hyperlink.
7. The City will approach the use of social media tools as consistently as possible, enterprise wide.
8. The City of Jonesboro's website at <http://www.jonesboro.org/> will remain the City's primary and predominant internet presence.
9. All City social media sites shall adhere to applicable federal, state and local laws, regulations, and policies.
10. City social media sites are subject to the Arkansas Freedom of Information Act. Any content maintained in a social media format that is related to City business, including a list of subscribers, posted communication, and communication submitted for posting, may be a public record subject to public disclosure.

11. Comments on topics or issues not within the jurisdictional purview of the City of Jonesboro may be removed.
12. Employees representing the City government via City social media sites must conduct themselves at all times as a representative of the City and in accordance with all City policies.
13. City employees who post information on social media sites are expected to conduct themselves in accordance with all City policies, specifically including, but not limited to, the Harassment Prevention Policy, the Conduct towards the Public Policy, the Workplace Violence Policy, and the Conduct Guidelines Policy.
14. City Employees are to refrain from posting on social personal networking sites or media, photographs of City personnel wearing City distinguishable uniforms, logos, shields, badges, weapons, or writings that readily identify one as an employee of the City. City personnel are permitted to "share" or link to postings by the City on their personal networking sites or media. Otherwise when representing the City in an official capacity, City personnel may request that the Communications department post on the official City website and/or social media, photographs of the City personnel wearing City distinguished uniforms, logos, shields, badges, weapons, or writings that readily identify one as an employee of the City.
15. This Social Media Policy may be revised at any time.

Comment Policy

1. As a public entity the City must abide by certain standards to serve all its constituents in a civil and unbiased manner.
2. The intended purpose behind establishing City of Jonesboro social media sites is to disseminate information from the City, about the City, to its citizens.
3. Comments containing any of the following inappropriate forms of content shall not be permitted on City of Jonesboro social media sites and are subject to removal and/or restriction by the Public Information Coordinator or his/her designees:
 - a. Comments not related to the original topic, including random or unintelligible comments;
 - b. Profane, obscene, violent, or pornographic content and/or language;
 - c. Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, or national origin;
 - d. Defamatory or personal attacks;
 - e. Threats to any person or organization;
 - f. Comments in support of, or in opposition to, any political campaigns or ballot measures;
 - g. Solicitation of commerce, including but not limited to advertising of any business or product for sale;

- h. Conduct in violation of any federal, state, or local law;
 - i. Encouragement of illegal activity;
 - j. Information that may tend to compromise the safety or security of the public or public systems;
 - k. Content that violates a legal ownership interest, such as a copyright, of any party.
4. A comment posted by a member of the public on any City of Jonesboro social media site is the opinion of the commentator or poster only, and publication of a comment does not imply endorsement of, or agreement by, the City of Jonesboro, nor do such comments necessarily reflect the opinions or policies of the City of Jonesboro.
 5. The City of Jonesboro reserves the right to deny access to City of Jonesboro social media sites for any individual, who violates the City of Jonesboro's Social Media Policy, at any time and without prior notice.
 6. Departments shall monitor their social media sites for comments requesting responses from the City and for comments in violation of this policy.
 7. When a City of Jonesboro employee responds to a comment, in his/her capacity as a City of Jonesboro employee, the employee's name and title should be made available, and the employee shall not share personal information about himself or herself, or other City employees.
 8. All comments posted to any City of Jonesboro Facebook site are bound by Facebook's Statement of Rights and Responsibilities, located at <http://www.facebook.com/terms.php>, and the City of Jonesboro reserves the right to report any violation of Facebook's Statement of Rights and Responsibilities to Facebook with the intent of Facebook taking appropriate and reasonable responsive action.

Purpose of Policy for Employees Personal Social Media Site(s)

The City of Jonesboro recognizes that employees may use social media websites or similar media including, but not limited to, blogs, chat rooms, online journals, personal websites, Facebook, Instagram, Twitter, LinkedIn, etc. (hereinafter referred to as "personal websites").

Employees are reminded that information posted on personal websites can be viewed by members of the public and by other employees (including management). Employees should remember that almost all input online is archived, so even posts that have been deleted may be uncovered or recovered by someone. Social media content may also be reposted and shared, and may reach individuals the user hadn't intended to reach.

Social media use on non-work time

Employees should also be aware that their actions outside of work, including those on social media sites can affect the workplace. The same principles and guidelines found in City of Jonesboro's policies apply to employees' activities online.

Employees that violate city policies while on social media may face discipline. Threats of violence, harassment, or discriminatory behavior will not be tolerated by the City of Jonesboro, no matter the medium, and no matter when such posts are made (whether during or outside of work hours).

Social media use on work time

Employees should refrain from using social media while on work time unless they are specifically authorized to do so by a supervisor or other authorized city official. Do not use your City of Jonesboro email address to register on personal websites.

Nothing in this section should be construed to limit an employee's right as a private citizen to discuss a matter of public concern during non-work time.

Employees may always utilize the City's Open Door Policy to resolve work-related issues. (Refer to page 4-2: Open Door Policy).

DRAFT

SECTION II
EMPLOYEE BENEFITS

DRAFT

VACATION

Police Department

Full-time sworn Officers of the Police Department accrue vacation time at the rate of 10 hours per-month. After you have continuously worked 15 years for the City as a full-time employee, you will accrue vacation at the rate of 13.33 hours per month. You will not accrue vacation unless you are in a pay status. You may accumulate more than 240 hours of vacation in any given year, but you will forfeit any amounts greater than 240 hours on the first pay day after your anniversary date. You may be paid for up to 240 hours of accumulated vacation when your employment is terminated for any reason. You may not take vacation time before it has been accumulated.

Fire Department

Full-time Civil Service employees of the Fire Department who work 24 hour shifts accrue vacation time at the rate of 14 hours per month. After you have continuously worked 15 years for the City as a full time employee, you will accrue vacation at the rate of 18.66 hours per month. This is based on an 11.2 hour work day as recommended by the Arkansas Attorney General's Office. You will not accrue vacation unless you are in a pay status. You may accumulate more than 336 hours of vacation in any given year, but you will forfeit any amount greater than 336 hours on the first pay day after your anniversary date. You may be paid for up to 336 hours of accumulated vacation when your employment is terminated for any reason. You may not take vacation time before it has been accumulated.

Full-time Civil Service employees of the Fire Department who work a 40 hour week accrue vacation time at the rate of 10 hours per-month. After you have continuously worked 15 years for the City as a full time employee, you will accrue vacation at the rate of 13.33 hours per month. You will not accrue vacation unless you are in a pay status. You may accumulate more than 240 hours of vacation in any given year, but will forfeit any amounts greater than 240 hours on the first pay day after your anniversary date. You may be paid for up to 240 hours of accumulated vacation when your employment is terminated for any reason. You may not take vacation time before it has accumulated.

If you change from a 24 hour shift position to a 40 hour per week position, your vacation time will be converted by multiplying the total accumulation by 0.714. If you change from a 40 hour per week position to a 24 hour shift position, your vacation time will be converted by multiplying the total accumulation by 1.4.

Non-Civil service or non-sworn Officers

Full-time employees will accrue 80 hours of vacation **per year** at the rate of 6.67 hours per month until you reach your fifth anniversary date as a full time employee. After you have continuously worked 5 years for the City as a full time employee, you will accrue vacation at the rate of 10.0 hours per month. After you have continuously worked 15 years for the City as a full time employee, you will accrue vacation at the rate of 13.33 hours per month. You will not accrue vacation unless you are in a pay status.

You may accumulate more than 240 hours of vacation in any given year, but you will forfeit any amounts greater than 240 hours on the first pay day after your anniversary date as a full time employee. You may be paid for up to 240 hours of accumulated vacation when your employment is terminated for any reason. You may not take vacation time before it has been accumulated.

All Employees

The number of employees off at any time will be decided by the **supervisor** based on department workloads. You should notify your **supervisor** at least 1 week before you plan to take vacation. Vacation requests will be granted on a first-come, first-served basis. Conflicts will be resolved **according to departmental guidelines as approved by HR**. Vacation time will be charged by the hour. An hour of vacation time will be charged for each hour that you are away from work. You will not be charged vacation for time that you would not normally work. **Any absences not covered by an approved form of paid leave or not approved by the manager and HR will be considered unexcused and subject to disciplinary action up to and including termination.**

Exempt employees who work a partial day will be paid for the full day, but may be required to use vacation or sick time for the time the employee is absent from work, whether the absence is a partial day or a full day. Exempt employees should consult with their supervisor.

HOLIDAYS AND HOLIDAY PAY

Civil Service employees and sworn full-time officers of the City of Jonesboro are paid for the 11 Holidays listed below. Total annual Holiday Pay is divided equally and included with the basic pay for each pay period.

New Year's Day	January 1 st
Dr. Martin Luther King Birthday	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24 th
Christmas Day	December 25 th 2

Non-Civil service and non-sworn full-time employees are eligible for 11 holidays per year. If work schedules permit, full time employees may take the following 7 days off with pay.

New Year's Day	January 1 st
Memorial Day	Last Monday in May
Independence Day	4 th of July
Labor Day	1 st Monday in September
Thanksgiving Day and day after	4 th Thursday & Friday in November
Christmas Day	December 25 th

If you have to work on any of the above days, you will get another day off, or you will be paid holiday pay in addition to your regular pay for that day. When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday.

The following 4 days will normally be workdays, but full-time employees who are not Civil Service will be paid holiday pay for each of them.

Dr. Martin Luther King's Birthday
President's Day
Veteran's Day
Christmas Eve

3rd Monday in January
3rd Monday in February
November 11th
December 24th

If you work in the 911-Emergency Dispatch Center you do not normally get time off for holidays. You will be paid holiday pay during the month of December for all holidays. Your holiday pay will be calculated in the same manner as other non-sworn employees.

Before you can be paid Holiday Pay, you must be a full-time employee and you must be in a pay status on your last scheduled work day before and your next scheduled work day after the Holiday. Holiday pay for current employees will be calculated at your current hourly rate and paid in the month of December. Employees who terminate employment during the year will be paid the applicable holiday hours with their last pay check.

SICK LEAVE

Police Department

Full-time sworn Officers of the Police Department accrue sick leave at the rate of 13.33 hours per month. If unused, sick leave may be accumulated to a maximum of 720 hours. Sick leave will be charged by the quarter hour. You will not be charged sick leave for the time that you would not normally work. You may not take sick leave before it has been accumulated.

Upon death or pension-receiving retirement status, you or your estate will be paid for any unused sick leave, up to a maximum of 480 hours. You will be paid at your rate of pay in effect at the time of payment.

Fire Department

Full time Civil Service employees of the Fire Department who work 24 hour shifts accrue sick leave at the rate of 20.00 hours per-month. This is based on a 12.00 hour work day. If unused, sick leave may be accumulated to a maximum of 1440 hours as stated in Arkansas Code 14-53-108. Sick leave will be charged by the quarter hour. You will not be charged sick leave for time that you would not normally work. You may not take sick leave before it has been accumulated.

Upon death or pension-receiving retirement status, you or your estate will be paid for any unused sick leave, up to a maximum of 720 hours. You will be paid at your rate of pay in effect at the time of payment.

If you change from a 24 hour shift position to a 40 hour per week position, your sick leave will be converted by multiplying the total accumulation by 0.714. If you change from a 40 hour per-week position to a 24 hour shift position, your sick leave will be converted by multiplying the total accumulation by 1.4.

Non Civil Service and Non-Sworn Full Time Employees

Non Civil Service and non-sworn full-time employees shall accrue sick leave at the rate of 8 hours per month. If unused, sick leave may be accumulated to a maximum of 720 hours. Sick leave will be charged by the quarter

hour. You will not be charged sick leave for time that you would not normally work. You may not take sick leave before it has been accumulated.

After you have reached your 10th anniversary as a full time employee, you will be paid for up to 360 hours of unused sick leave when your employment is terminated for any reason, including death. After you have reached your 15th anniversary as a full time employee, you will be paid for up to 480 hours of unused sick leave when your employment is terminated for any reason, including death.

All Employees

Sick leave may be used for the following reasons:

Personal illness or physical incapacity, medical, dental and optical visits, you are quarantined by a physician or health officer, illness in your immediate family which requires you to take care of your family member(s).

For sick leave purposes, immediate family includes your spouse, child, step-child, foster child, parents, or any family member who lives in your household.

If you cannot come to work due to a reason listed in this section, you must notify your **supervisor**, or someone acting for your **supervisor**, within one (1) hour of your work time. If you do not, you may not be paid sick leave.

Supervisors have the discretion to ask for a doctor's excuse before the employee returns to work. If you are absent three (3) or more days in a row, you will be required to obtain a doctor's excuse. If you run out of sick leave, you will be charged comp time and vacation time accrued for missing work due to sick leave reasons. After you have used all your sick leave, comp time and/or vacation time, you will not be paid for days that you miss. Any absences not covered by an approved form of paid leave or not approved by the employee's supervisor and HR will be considered unexcused and subject to disciplinary action up to and including termination.

You may not donate sick time to another employee. In case of extreme hardship when you have used all of your sick leave, vacation, and comp time and if are a member of the Catastrophic Sick Leave Bank, you may request leave as outlined by the Catastrophic Sick Leave Bank Policy ([refer to page 2-5](#)).

FUNERAL OR BEREAVEMENT LEAVE

You may miss up to 24 hours of work for paid funeral leave in cases of death in your immediate family. For funeral leave purposes, "immediate family" may include your **spouse**, parents, brother, sister, children, grandparents, grandchildren, spouse's parent, sibling's spouse, or any relative who lives in your house, including "step" and "foster" relatives.

Funeral leave will not be charged as sick leave or vacation pay. Funeral leave is not cumulative and may not be carried over from one year to another.

In cases where 24 hours of work time is not enough, you may be granted additional time by your **supervisor**. Additional time will be charged to vacation time or unpaid leave.

CATASTROPHIC SICK LEAVE BANK

The City of Jonesboro's Catastrophic Sick Leave Bank allows participating employees who have exhausted all available balances to receive additional sick leave benefits for extended absences upon submission of properly documented application for the following reasons: (1) if the employee experiences a personal catastrophic illness or injury or (2) if the employee's parent, spouse, or dependent child as defined by IRS Publication 501 is undergoing treatment or recovery of an illness or injury.

Regular full-time employees of the City with a minimum of one (1) year of service are eligible to participate. New employees will become eligible to join the Bank on the date of their one (1) year anniversary. Employees that are currently on disciplinary action for poor attendance or do not have the minimum hours for initial membership are not eligible to enroll in to the Sick Bank program. An approved absence for illness will not be considered poor attendance.

All employees, except 24-hour shift employees, shall donate sixteen (16) hours for initial membership in the Bank. Firefighters who work 24-hour shifts shall donate forty-eight (48) hours for initial membership. Such donations must be paid within two months of an employee's eligible date. If an employee does not join within the two month period they will not be eligible to join again until open enrollment. Following the initial donation, eight (8) hours per non-uniform and police employees and twenty-four (24) hours per firefighter who works a twenty-hour (24) shift, shall be required yearly to maintain membership. Hours must be paid to the Bank by March 1st each year to maintain membership in the Bank. No employee shall be advanced hours from the bank until the appropriate initial donation has been met. An employee may not donate hours for another employee for their initial membership donation nor for the required yearly donation of hours.

Hours contributed to the Catastrophic Sick Leave Bank may not be restored to the contributing employee under any circumstances.

Open enrollment will be held in November and December of each year. The effective date of those signing up during open enrollment shall be January 1, of the following year.

Catastrophic leave, for the purpose of this Bank, shall be defined as sick leave required (1) for treatment or recovery of a non-job injury or illness to the participating employee, which exceeds two (2) weeks in duration as documented by an attending physician, or (2) for treatment or recovery of an illness or injury to a participating employees' parent, spouse or dependent child as defined in IRS Publication 501.

To be eligible, the employee must have not received a written warning for verified misuse of sick leave during the past two years.

To request hours from the Bank a member employee must make a written request and include **supporting** medical documentation, which backs up the request, to the Human Resources Director. No catastrophic leave shall be approved until all leave (inclusive of sick leave, comp, and vacation time) has been exhausted. The Human Resource Department working in conjunction with payroll will be responsible for the administration and record keeping of the bank.

Leave from the Bank shall be limited to eight (8) weeks per member, per calendar year. The Human Resources Director shall have the authority to grant leave from the Bank for a period of up to eight (8) weeks providing forms are completed and all medical documentation is in order. Up to an additional eight (8) weeks of time may be granted by the decision of the Board. In cases of extreme hardship an additional eight (8) weeks may be granted by the Board. Any appeal of a decision, denying sick leave from the Bank **may** be appealed to the Mayor

within seven (7) calendar days of the leave being denied. The decision of the Mayor shall be final.

All leave from the Catastrophic Sick Leave Bank shall run concurrently with Family Medical Leave and shall be taken in 8, 10, or 24 hour increments depending on the shift of the employee unless approval for an intermittent leave under the FMLA has been granted. Intermittent leave may be granted in cases where a regimen of continuing treatment must be submitted with the request for intermittent catastrophic leave.

A reoccurrence of the medical problem for which a leave was granted, beyond thirty (30) calendar days of return to active status, will be treated as a new case and will require submission of a new request form with medical documentation.

Employees on a catastrophic leave will be considered to be in a pay status and shall continue to accrue sick leave and vacation while receiving hours from the Bank. Any leave granted but not used shall be returned to the Bank.

In the event that the number of hours in the Bank is depleted in any given year, those members participating may be assessed one additional sick day.

Definition of Terms

Board - is comprised of the Human Resource Director, **Chief Financial Officer** and Chief Operations Officer.

Catastrophic Illness - a medical condition (as defined under FMLA) which requires an employee's absence from duty for a prolonged period of time and which results in a substantial loss of income to the employee because of the exhaustion of all earned sick, vacation, holiday, and compensatory leave time.

Catastrophic Sick Leave - paid leave in a rolling calendar year which is transferred to a leave recipient from the City of Jonesboro catastrophic leave bank. Catastrophic leave may be granted in 8, 10 or 24 hour increments. While a leave recipient is on catastrophic leave, he or she will receive normal benefits such as city contributions to insurance and retirement.

Catastrophic Sick Leave Bank - a pool of accrued sick leave donated by employees that has been approved for use by other employees.

Catastrophic Sick Leave Bank Donor - an employee whose voluntary written request to donate accrued sick leave to the city's catastrophic leave bank has been approved. No employee shall be allowed to be a leave donor if such donation will reduce that employee's accrued sick to less than zero hours.

Catastrophic Sick Leave Bank Program - a program approved by the City and operated by the Department of Human Resources in concert with the Board to provide for the orderly authorization and administration of catastrophic leave.

Catastrophic Sick Leave Bank Recipient - a current employee whose application to receive catastrophic sick leave has been approved.

Employee - a person who is a uniform or non-uniform employee who is compensated on a full-time basis and been employed at least one (1) year. Part-time, seasonal or temporary employees are excluded from this definition and are not eligible to participate as a donor or recipient in the Catastrophic Sick Leave Bank Program.

Medical Condition - a personal or qualifying family member emergency limited to catastrophic and debilitating medical situations, severe complications resulting in the inability to work and severe accident cases which cause the employee to be incapacitated, require a prolonged period of recuperation and require the employee's absence from duty as documented by a physician. Disabilities resulting from elective surgery do not qualify.

Medical Documentation - documentation by a physician certifying that the employee is incapacitated and the period of incapacitation. The medical form for requesting Family Medical Leave may be used to request time from the Catastrophic Sick Leave Bank.

Prolonged Period of Time - a continuous period of time whereby a medical condition prevents the employee from performing the employee's duties. A prolonged period of time is interpreted to be a minimum of two (2) weeks.

Substantial Loss of Income - a continuous period of time when the employee will not have otherwise been compensated by the city due to a medical condition and the exhaustion of all earned sick, vacation, and compensatory leave, and such medical condition is not covered and compensated by Worker's Compensation.

MILITARY LEAVE

The City recognizes the commitment and responsibility of our employees to serve in the armed forces. Accordingly, The City complies with all applicable laws concerning military leave.

The City complies with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), which protects applicants and employees who serve in the military from discrimination in the areas of hiring, job retention, and advancement. USERRA provides job and benefit protection for employees who serve in the military, and it provides certain reemployment rights to any employee who has been absent from work due to service in the United States uniformed services.

The City will grant a military leave of absence to employees who are required to miss work because of service in the United States uniformed services in accordance with USERRA. You must notify the City if you receive notice that you will require a military leave of absence unless providing such notice is precluded by military necessity, impossible, or unreasonable, and you should provide the City with a copy of your official orders. When you receive notice that you will need a military leave of absence, please contact **HR** for further information regarding your rights and responsibilities under USERRA.

USERRA defines "uniformed services" to include the Army, Navy, Marine Corps, Air Force, and Coast Guard, as well as the Reserves for these branches of the military. Uniformed services also include the Army National Guard, Air National Guard, commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or emergency. USERRA defines "service" to include active duty, active duty for training, initial active duty for training, inactive duty for training, full-time National Guard duty, and the time required for examination to determine a person's fitness for any of these types of services.

If you are a member of the Armed Forces Reserve or the National Guard you are eligible for paid military leave of 15 **working** days for annual training each year with pay, plus necessary travel time. Military leave will be in addition to any required vacation time.

If you are called to duty in emergency situations by the Governor or by the President you will be granted leave

with pay not to exceed 30 working days, after which leave without pay will be granted. This leave will be granted in addition to all other leave you are entitled to.

To receive military leave of either type, you must submit a copy of your orders. You may also be required to show proof of attendance after you return from military leave.

COURT DUTY LEAVE

You will be granted leave with pay for witness or jury duty. You may also keep your allowance from the court for that service. To qualify for court duty leave, you must give your **supervisor** a copy of the summons or other court related paperwork as soon as possible after you get it. Also, proof of service must be given to your supervisor when your period of jury or witness duty is over.

EMPLOYEE HEALTH AND DENTAL BENEFITS

Medical and Dental Plans

The City of Jonesboro provides a group health plan and a group dental plan for **employees** in an established City **full-time** position. You were offered detailed information on the policies coverage when you were hired. You may get additional information from Human Resources.

Continuation of Group Health and Dental Coverage

Federal Law (Public Law 99-272, Title X) requires that most employers who sponsor group health and dental plans offer employees and their families the opportunity for a temporary extension of health or dental coverage (called "Continuation Coverage") at group rates in certain instances where coverage would otherwise end. This notice is intended to inform you, in a summary fashion, of your rights and obligation under the continuation coverage provisions of the law.

If you are an employee of the City of Jonesboro, covered by its Group Health Plan or Dental Plan, you have a right to choose this continuation coverage if you lose your coverage because of a reduction of your hours of employment or the termination of your employment (for reasons other than gross misconduct on your part.)

Under the law, the employee or a family member is responsible for informing the City of Jonesboro of a divorce, legal separation, or a child losing dependent status under the plan. This notification must be made within 60 days of the date of the qualifying event which would cause a loss of coverage.

WORKERS' COMPENSATION/OCCUPATIONAL INJURIES AND ILLNESSES

An employee who suffers an occupational injury in the performance of his or her duty may receive workers' compensation benefits. In order for an employee to qualify for workers' compensation, the employee, unless rendered physically or mentally unable by the injury, must:

1. Report the injury to his or her supervisor immediately after it occurs, if possible. Otherwise, no later than the end of the working day in which the injury occurred.
2. Report the injury to the Human Resource Department within 72 hours after the accident or injury.

Rules and regulations concerning Workers' Compensation have been posted on department bulletin boards.

You are ***not*** to use emergency treatment facilities for on-the-job injuries unless the injury is a ***true emergency***, or unless you are injured outside of normal city office hours. For medical treatment of all non-emergency workplace injuries, you or your supervisor should contact the Human Resource Department for a doctor's appointment.

If you are injured on the job and are unable to work, you may be eligible to continue to draw regular salary using your accrued sick leave and/or vacation time. If you choose this option you ***must*** report to Human Resources any temporary disability checks you get from our Workers' Compensation Insurer. Payroll will then reduce your next pay checks(s) by the amount of pay you received from the carrier and restore the equivalent amount of the sick and vacation time used.

If you don't want to use your sick leave or vacation time or if you don't have enough leave time to continue your salary, then you ***will not*** receive a paycheck from the city and you will keep any temporary disability checks you get from our Workers' Compensation Insurer.

EMPLOYEE RETIREMENT PLANS

All full-time non-uniform employees may choose to join the City's Employee Retirement Plan.

Sworn Police Officers and Firefighters are required to join the Arkansas Local Police and Fire Retirement System (LOPFI). For information on these plans, you should contact the Human Resource Department.

SECTION III
MATTERS AFFECTING
EMPLOYEE STATUS

DRAFT

EMPLOYMENT CLASSIFICATIONS

All positions in the City of Jonesboro will fall into one of the following categories:

1. Full-Time – Those who work a minimum of 40 hours per week during the calendar year in an established City position. Full-time employees may take part in all benefits offered by the City of Jonesboro, subject to the rules and regulations of each benefit program.
2. Part-Time Regular – Those who work less than an average of 30 hours per week during the calendar year. Part-time employees are not eligible for City benefit programs, except workers compensation.
3. Temporary/Seasonal – Those who work in a position that is meant to be for a limited time (6 months or less). Temporary/Seasonal work may be for a specific project or for seasonal jobs. Temporary employees are not eligible for City benefit programs, except workers compensation.
4. Civil Service – Some positions in the Fire Department are also governed by Arkansas Civil Service Laws and the rules and regulations of the Jonesboro Civil Service Commission. Civil Service Policies will take precedence over this handbook.

Additionally, all employees are classified as exempt and non-exempt (hourly). Exempt employees are not required to be paid overtime or receive compensatory time, in accordance with applicable federal and state laws. Non-exempt employees are required to receive compensatory time or be paid overtime at the rate of time and one half their regular rates of pay for all overtime hours, in accordance with applicable federal and state laws.

MANAGER or SUPERVISOR (exempt or non-exempt)—Employee who has been designated to oversee other employees in a department. This position will report to a manager or to a Director.

DIRECTOR and SUPERINTENDENT – Employee who has been designated to oversee the operations of the Department and have managers or supervisors reporting directly to them. This position reports to a Department Head.

DEPARTMENT HEAD – Employee who has been designated to oversee several Directors and their departments. This position reports directly to the Mayor, such as Chief Financial Officer, Chief Operations Officer, Police Chief and Fire Chief.

INTRODUCTORY PERIOD

The introductory period is intended to give new employees the opportunity to demonstrate their abilities to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The City uses this period to evaluate employee capabilities, work habits, and overall performance. Either the employee or the City may end the employment relationship at will at any time during or after the introductory period, with or without cause or advance notice. All newly-hired or newly-promoted employees work on an introductory basis for the first six (6) months after their date of hire. Any significant absence will automatically extend an introductory period by the length of the absence. If the City determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended for a specified period. Employees may accrue and use available leave during the introductory period. The introductory period

within the Police Department is twelve (12) months and may be extended or re-instituted based on training needs or performance.

ATTENDANCE

Regular attendance is essential to the effective business operations, and the City of Jonesboro expects all of its employees to report to work on time and on a regular basis. Unnecessary absences and tardiness are expensive, disruptive, and place an unnecessary burden on fellow employees, supervisors, City government as a whole, and the taxpayers who receive City services. Should an employee be unable to report to work on time because of an illness or personal emergency, he/she should give proper notice to his or her supervisor.

“Proper notice” is defined by the City as notice in advance of the time an employee should report for work or no later than one (1) hour thereafter if advance notice is impossible.

Excessive absences or tardiness, unexcused absences or tardiness, falsification of reasons for any absences or tardiness, absences or tardiness which form unacceptable patterns, (i.e., regularly reporting late on Monday mornings or call in absent on Fridays), or failing to provide proper medical documentation to support absences/tardiness may result in disciplinary action, **up to and including termination. The supervisor has the discretion to ask the employee for supporting documentation to approve the absence.**

An absence of an employee from duty, including any absence of one (1) day or part thereof, (other than an absence authorized by this personnel handbook or law) that is not authorized in advance by the employee’s **supervisor** will be deemed absence without leave. Such absence shall be **considered unexcused and without pay**, where allowable by applicable federal and state law. **An unexcused absence may result in disciplinary action, up to and including termination.**

WORK HOURS

The established workweek – Seven (7) day period will begin each Saturday at 6:00 a.m.

If you are a non-shift working Firefighter your work week will be 40 hours. If you are a shift working Firefighter your work week will be 53 hours. The day and time for the beginning of your work week will be decided by your **supervisor**. **Supervisors** have the right to change your hours of work, days of work, or your work schedule to carry out their duties to the public. Changes in work schedules will be announced as far in advance as possible. **Refusal to work mandatory overtime may result in disciplinary action, up to and including termination.**

Whenever possible, your work schedule will provide a 15 minute break in every 4 hours of work. Reasonable time for a meal will be provided. Work schedules and meal times will be set by your **supervisor**.

PERFORMANCE EVALUATIONS

The City of Jonesboro wants you to do your job to the best of your ability. It is important that you are recognized for good work and that you are given suggestions for improvement when necessary.

Your performance will be evaluated by your supervisor on an on-going basis. Formal written evaluations will be conducted at least once each year.

All written performance evaluations will be based on your overall performance of your job duties and will take into account your conduct, behavior, and record of attendance. Any additional performance evaluations may be conducted by your supervisor at any time.

NAME BADGES

Each department has an approved name badge that should be worn while working. If your department doesn't make their own name badges then you should check with Human Resources to have one made. The first name badge will be provided at no cost to the employee.

TRAINING

The City of Jonesboro is committed to on-going training for all employees. If you think you need additional training, you should notify your supervisor. Reasonable expenses of on-the-job training should be assumed by the City, if prior approval is obtained from the Director or Department Head.

JOB SAFETY

Safety is largely the use of good judgment and the practice of good work habits. You must use good judgment to know the safe way and good work habits to continue the safe way. If you are not sure which way to do a job is the safest, you should ask your supervisor.

Unsafe conduct is misconduct. You should always follow the following safety rules:

1. Follow all department safety rules
2. Use all safeguards for equipment, including seat belts in any City-owned vehicle or equipment
3. Immediately stop using faulty equipment and tell your Supervisor or Department Head
4. Immediately tell your Supervisor if you see any unsafe working condition or equipment
5. If corrections are not made, notify the Human Resource Department
6. Immediately report every accident to your Supervisor or Department Head

SECTION IV

Standards of Conduct

HARASSMENT PREVENTION POLICY

It is the policy of the City to treat all employees equally in the terms and conditions of their employment. The harassment of any employee is contrary to this policy and may be considered a violation of state and federal law and will be considered justification for disciplinary or other appropriate action. This policy applies to all employees, supervisors, agents, and non-employees who have contact with employees during working hours. This policy defines harassment and outlines the method by which it is reported.

Harassment is any annoying, persistent act or actions that single out an employee to that employee's objection or detriment, because of race, age, sex, disability, religion, national origin, genetic information, or any other legally protected characteristic (protected status). Harassment may include any of the following:

1. Verbal abuse or ridicule. This includes epithets, derogatory comments, slurs or unwanted advances, invitations, or comments based on protected status.
2. Interference with an employee's work. This includes physical contact such as assault, blocking normal movement, or interference with work directed at an individual because of his or her sex or other protected status.
3. Displaying or distributing offensive materials based on protected status. This includes derogatory posters, cartoons, drawings, or gestures.
4. Discriminating against any employee in work assignment or job-related training.
5. Intimate, unwelcome physical contact.
6. Making offensive innuendoes based on protected status.
7. Demanding favors (sexual or otherwise), explicitly or implicitly, as a condition of employment, promotion, transfer, or any other term or condition of employment.
8. Retaliation for having reported harassment.

It is every employee's responsibility to ensure that his or her conduct does not include or imply harassment. If however, harassment or suspected harassment has or is taking place, the following will apply:

1. An employee should report the harassment or suspected harassment immediately to his or her supervisor. In the event of a conflict with the supervisor, the employee should report the harassment to their supervisor, **Director**, or Human Resources Director. If possible, this complaint should be in writing, setting forth all pertinent facts. **However**, the complaint does not have to be in writing.
2. Any employee who receives a report of or has knowledge of harassment shall promptly inform the supervisor, **Director**, or Human Resources Director in writing, if possible.
3. Each complaint will be investigated and a determination of the facts will be made on a case-by-case basis. Appropriate action up to and including termination will then be taken by the City.
4. The investigation files, including the complaint, will be maintained by the City. Any disciplinary action taken will also be documented in the **offending** employee's personnel file.

The City will not tolerate harassment or any form of retaliation against an employee who has either instigated or cooperated in an investigation of alleged harassment. Violation of this provision may result in discharge.

False accusations are considered serious and may result in disciplinary action up to and including termination of employment.

OPEN DOOR POLICY

The fair, prompt, and just treatment of all employee problems or complaints is of primary importance to the City. Open communication is a vital part of a successful organization. Providing an atmosphere conducive to open discussion among all staff, regardless of position, is stressed at all levels.

In view of this open door policy, employees should be assured that they will not receive criticism or penalties or be subject to discrimination as a result of candid discussions with their supervisors, **Directors**, Department Heads, or the Human Resources Director.

CONDUCT TOWARDS THE PUBLIC

You should always be civil, orderly, and courteous in your conduct and behavior. You must be aware that every time you contact the public your appearance, actions, and status are taken for those of the City.

When dealing with the public, you should try to make your conduct create respect for both you and the City. This will help promote the cooperation and approval of the public.

Not everyone you meet in the course of your duties will be courteous. Even so, you should treat the public as you would like to be treated: with courtesy, patience, respect, and understanding. This approach to public service is very important.

When you are not sure of the correct answer to a question from the public, refer the question to the person or the department that can give the best answer. It is better to admit not knowing than to give the wrong information.

TELEPHONE COURTESY

Your job is to give service to the citizens of Jonesboro. They expect you to perform efficiently and courteously. The way you answer the telephone can affect public relations. While you are on the telephone, you are an important source of good will for the city government. No matter where you work – at a desk, at a counter, or somewhere else – when you answer the telephone, your voice reflects your personality. You are expected to:

Answer the telephone promptly, on the first ring if possible; identify yourself and/or department; keep writing materials nearby to take notes; speak directly into the mouthpiece in a pleasant voice; have the correct number when placing a call; be courteous at all times; and arrange to have someone answer calls when you are away from your phone.

Telephones provided by the City are for use in conducting City business. You should not use City telephones during business hours for personal calls, either outgoing or incoming, except in emergencies. You are not allowed to charge any long-distance or other toll calls of a personal nature to the City of Jonesboro.

UNIFORMS AND PERSONAL APPEARANCE

A reasonable dress code is necessary to ensure that all employees dress and groom themselves in a manner to promote a positive image of City Government. All employees are expected to report to work clean, neat, appropriately dressed and groomed.

If you are not required to wear uniforms you should dress neatly, in clothing that is suited for your job. If you are not sure what appropriate dress is, you should ask your Supervisor or Department Head.

Examples of Unacceptable Attire:

- Any clothing that is worn, torn, frayed, has patches, or holes.
- Sweat clothing or work out attire such as sweat pants, leotards, and tights.
- Backless tops or dresses that expose any part of the midriff or back.
- Low cut blouses or dresses.
- Shorts above the knee.
- Tank tops, sleeveless or spaghetti straps with no cover-up or jacket.
- T-Shirts with inappropriate logos/offensive wording.
- Rubber thong shoes (flip-flops).
- Mini-skirts/skirts split higher than three inches above the knee.
- Clothing that reveals undergarments.

Casual Fridays:

Standards shall be the same as other days of the week but **employees** may wear jeans that are neat, not frayed and with no holes.

Management reserves the right to determine appropriate dress and grooming at all times. Employees reporting to work inappropriately dressed or groomed may be sent home. Any employee sent home for this purpose will be charged vacation leave. If no vacation leave is available to charge, employees will receive no pay for the time not worked.

Failure on the part of the employee to conform to this policy or departmental policies may result in disciplinary action up to and including termination.

WORKPLACE VIOLENCE

The City of Jonesboro observes a zero tolerance policy regarding workplace violence. Fighting or other activities which may endanger the well-being of employees may result in immediate termination of employment. Actions that create an environment that is threatening, violent, intimidating, hostile, abusive, or offensive will not be tolerated and must be immediately reported to a supervisor or Human Resources as soon as possible.

Conduct that interferes with operations, that discredits the City, or that is offensive to others will not be tolerated, whether such conduct be that of an employee, associate of an employee, or visitor. Any act of violence that impacts the workplace will be cause for investigation and subject to action by the City. Violence is any act of aggression or any statement, which could be perceived as intent to cause harm to the City or an individual, whether personal, such as physical, or emotional, or impersonal, such as property damage or theft.

General

Employees are expected at all times to conduct themselves in a positive manner to promote the best interests of the City. Such conduct includes:

1. Complying with all of the City's safety and security regulations and policies;
2. Complying with the City's harassment prevention policy;
3. Treating all visitors and co-workers in a courteous manner;
4. Refraining from behavior or conduct deemed offensive or undesirable, or which is contrary to the City's best interests;
5. Reporting to management any suspicious, unethical, or illegal conduct by co-workers, visitors, or suppliers without fear of retaliation;
6. Cooperating with City investigations;
7. Handling the property of the City and of individuals with care and respect to the owner.

The following conduct is prohibited and may subject the individual involved to disciplinary action, up to and including termination:

1. The use of profanity or abusive language;
2. The possession of firearms, explosives, weapons (including hunting weapons), on City property (unless authorized to carry such items as a job requirement);
2. Fighting or assault on another employee or visitor;
3. Threatening or intimidating co-workers or visitors;
4. Retaliation for having reported inappropriate conduct or for having cooperated in an investigation of inappropriate conduct;
5. Intentional interference with another employee's work;
6. Theft, destruction, defacement, or misuse of City property or of the property of an employee or visitor.

This listing is illustrative of the type of behavior that will not be permitted. It is not intended to be an all-inclusive list. Any violation of the City's policies or any conduct considered inappropriate or unsatisfactory may, at the City's discretion, subject the employee to disciplinary action, up to and including termination.

Procedures

It is every employee's responsibility to ensure that his or her conduct does not include or imply breach of this policy. Furthermore, it is every employee's responsibility to report suspicions of such behavior, whether by employee or non-employee, to an appropriate supervisor or Human Resources. If, however, violence, threats of violence or suspected violence to a person or property has taken place or is taking place, the following will apply:

1. Should an employee perceive a threat to be urgent, the employee may call 911 before reporting the threat to his or her Supervisor or Human Resources. An urgent threat is one where there is actual violent behavior, or where it appears that violent behavior is likely or imminent.
2. Should an employee receive a bomb threat, the employee should notify 911 of the Policy Department immediately.
3. Any threats of violence or suspected violence to person or property should be reported to his or her Supervisor or Human Resources. An oral or written statement setting forth all pertinent facts may be required.
4. The City will investigate the report and will determine the appropriate action and/or discipline to be taken with the offender up to and including termination.
5. The City will work with employees who report that they have been subjected to violence to support efforts to reduce the harm, which has been or is being done.
6. Appropriate confidentiality and documentation of each report will be maintained.

CONDUCT POLICY

As a City employee you should accept certain responsibilities, follow acceptable standards of personal conduct, and display a high degree of personal integrity at all times. This requires a sincere respect for the rights and feelings of others. It also demands that while at work and in your personal life, you avoid behavior that might be harmful to yourself, your co-workers, the citizens, and/or the City. Whether you are on duty or off duty, your conduct reflects on the City. You should observe the highest standards of professionalism at all times.

Proper conduct and performance are requirements in any work environment. There are times when those standards are not being met, and the City's management may need to point out performance or behavioral problems which require the employee's attention and improvement. In those instances, the City may rely upon various disciplinary measures ranging from verbal warnings up to and including termination. Further, any violations of policies contained in this section and handbook may result in an unpaid suspension for City exempt and non-exempt employees. The specific disciplinary action utilized will depend upon various factors, including the nature of the violation. Employment with the City is voluntarily entered into, and both the employee and the employer are free to terminate the employment relationship at any time, with or without notice or cause, and for any reason or no reason at all.

The following are examples of actions that may result in disciplinary action:

1. Falsification or misstatement of employment applications, time records, or other reports, records, or documents.
2. Violation of the City's equal employment opportunity, nondiscrimination, and harassment prevention policies.
3. Soliciting or accepting gratuities from citizens, **entities, or vendors.**
4. Excessive absenteeism or tardiness.
5. Unnecessary or unauthorized use of City property.
6. Violation of the City's Substance Abuse Policy.
7. Violation of the Workplace Violence Policy.
8. Theft and/or dishonesty, or any attempt thereof. This includes, but is not limited to, misappropriation of City property or merchandise, including unauthorized use of City telephones, facilities, equipment, materials, or property of a City employee or citizen.
9. Failure to follow or disregard of safety or security policies, requirements, or regulations.
10. Insubordination or deliberate disobedience of instructions from the City's management, including disrespectful conduct. This includes, but is not limited to, a refusal to obey the legitimate request of any member of management, the failure to follow instructions, or the failure to otherwise perform assigned work.
11. Intentional or negligent damage to or pilferage of materials, merchandise, property, or equipment belonging to the City or another person.
12. Intentional abuse of an employee's position of authority over the citizenry.
13. Knowingly or intentionally selectively enforcing the city codes **or state law.**
14. Misconduct of any nature adversely affecting the City's best interests and reputation. This may include, but is not limited to, rudeness, insolence, or other improper conduct, including vulgarity and excessive use of profane language, toward another employee, citizen, visitor, or vendor **whether in person or on social media.**
15. Willful or deliberate neglect of duties.
16. Divulging confidential information to any unauthorized person.
17. Violation of the smoking policy.
18. Violation of the City's Internet/Email Policy, including inappropriate internet use or the use of the City's computer systems to create or disseminate any discriminatory, defamatory, offensive, disruptive, or otherwise inappropriate or unprofessional communications.

19. Poor performance or nonperformance of duties.
20. Violation of any other rule, directive, policy or procedure, including, but not limited to, those set forth in these policies.
21. Violation of any and all state or federal regulations or laws.
22. The above list is not all-inclusive. The list provides only a partial explanation of some of the reasons disciplinary action may be taken.

If your performance, work habits, or actions become unsatisfactory or violate any of the above items or any other City policies, rules or regulations, you may be subject to disciplinary action, up to and including **termination**.

CARE OF CITY PROPERTY

As a City employee, your job requires you to use supplies and usually some type of equipment, all of which are public property. You must be careful about using materials wisely and keeping the equipment in good condition. Carelessness can result in disciplinary action. Discipline records will become a part of your personnel file. You can help keep costs down by treating City property as you would your own. **Using city property for personal use in most cases is prohibited. Prior approval by the employee's Director and HR Director is required.**

USE OF CITY VEHICLES

If you are assigned the use of a City automobile or equipment, you should operate them with due care, and follow all laws and rules of the road.

You should keep vehicles and equipment in a clean and sanitary condition at all times. If you are driving outside the Jonesboro area, you must get permission from your Supervisor before starting the trip. Any problems with your vehicle must be reported to your Supervisor or Department Head for immediate corrective action. The City stresses preventive maintenance, and every operator of City vehicles or equipment is expected to report problems at once.

If you are assigned or use a City vehicle the following rules will apply unless specifically altered or exempted by your Department Head and the Mayor.

1. No City vehicle will be allowed to travel outside the city limits of Jonesboro on other than official City business.
2. No City vehicle will be allowed to be used on week-ends or any other time, either during or after work, for the purpose of traveling to and from church services or any other personal errands.
3. No employee who lives outside the city limits of Jonesboro will be allowed to take a City vehicle home without permission from the mayor.
4. No City vehicle will be used to transport anyone to or from a secondary job, nor will any City vehicle be used in the performance of a secondary job by any employee without advance written notice from the Department Head.

5. The Jonesboro Police Department (JPD) implemented a vehicle take home policy effective June 1, 2006. The JPD will operate its vehicle fleet in accordance with policy **322 in the JPD Directive Manual**.
6. The Jonesboro Fire Department (JFD) implemented a vehicle take home policy effective October 1, 2010. The JFD will operate its vehicle fleet in accordance with Standard Operating Guidelines 112.03 "Take-home vehicles."
7. Certain administrative positions in the city, as determined by the Mayor, may have a take-home vehicle assigned as a fringe benefit of employment the value of such **vehicle** shall be added to the employee's annual compensation in accordance with current IRS regulations; withholdings and benefit amounts will be calculated on an annual basis and reflected on the employees W-2.

If you are authorized to operate a City vehicle and you are away from work due to any leave of absence or illness, you should park the vehicle at the appropriate City facility so it may be used for city business. **If your position with the city requires you to operate a city vehicle, you must have a valid driver's license. If your driver's license is suspended then you must notify your supervisor and HR immediately. The City reserves the right to take the appropriate action it deems necessary.** Violations of any of the above rules may lead to disciplinary action, **up to and including termination.**

TIME OFF TO VOTE

The City will schedule the work hours of employees on election days so that each employee will have an opportunity to vote.

POLITICAL ACTIVITY

You may not circulate or solicit signatures for any initiative or referendum petition in any City office, during usual City office hours, or while on duty for the City, or while in a City uniform.

You may not use any office or other room furnished at public expense for any political headquarters, or to send out or distribute any letters, pamphlets, or other campaign literature for the election of any public office.

You may not place any campaign banners, cards, or campaign literature on any car, truck, or tractor belonging to the City.

You may not devote any time or labor during the time you are on duty, or while you are in a City uniform, to the campaign of any person for any public office.

INCLEMENT WEATHER

When conditions are hazardous, you should contact your supervisor for instructions. If your department is open for business, you are expected to come to work. If you are unable to get to work due to weather, you must give your Supervisor proper notice. Proper notice means calling either before or no later than 1 hour after the time you are due at work. If you give proper notice, time off will be charged to available vacation time.

The mayor will determine when city offices are open or closed, or open late for inclement weather. If the mayor closes city offices or declares inclement weather, some **non-uniform, non-exempt** employees will be placed on administrative leave with pay and shall suffer no loss of wages or leave time for that time period. If non-uniform,

non-exempt employees are required to work on an inclement weather day, they will receive an equivalent number of hours off to be used at a later date to be scheduled with their supervisors.

OUTSIDE EMPLOYMENT

You are not encouraged to hold a second job while you are working full-time for the City. Emergencies can happen at any time, and every employee is subject to call. You should get written permission from your **Director and Human Resources** before taking a second job. Remember, your first obligation is to the City, and any other employment should not interfere.

If you have a second job, it must not interfere with the proper and effective performance of your job with the City. Your outside employment must not adversely affect the image of the City. It must not cause embarrassment or legitimate and reasonable criticism. If you have a second job, it must not be one that may be seen by the public as an official act of the City. **Excluding the Fire and Police departments**, you may not wear City uniforms or use City equipment on a second job unless approved in writing, in advance, by your **Director**.

OUTSIDE COMPENSATION

You may not accept any reward, gift, or other form of payment in addition to regular compensation, from any source, for the performance of your duties as a City employee.

DISCIPLINARY ACTION

If your performance, work habits, or actions become unsatisfactory, you may be subject to disciplinary action up to and including termination.

Disciplinary action may be any of the several forms listed below:

1. **Warning:** A warning is an action used to alert you that your performance is not satisfactory or to call attention to your violation of employment rules or regulations. **A warning can be verbal or written. Verbal warnings are informal and are usually not documented for the employee's personnel file. A written warning is a more formal notice and placed in your personnel file.**
2. **Final Written Warning:** This written notice is the last chance before termination. **A final written warning may include demotion or suspension and is placed in your personnel file.**
 - a. **Suspension:** **Suspension is usually for an employee's seriously unacceptable behavior or performance.** You may be suspended with or without pay. A suspension must be in writing, must state the reason for such action, must state the period of time for the suspension, and the date the suspension is to begin and end must be noted also. Suspension with pay is normally used only while your involvement in a serious incident is under investigation.
 - b. **Demotion:** If you have committed an appropriate offense, or if your work record justifies it, you may be demoted. You will be given written notice of such action. A demotion is an action that places you in a position of less responsibility and less pay.
3. **Termination:** This type of disciplinary action is your removal from City employment.

While most situations involving disciplinary action will be dealt with in a progressive fashion, which should allow you to correct your performance; there are some offenses that may result in skipping some or all steps.

You have the right to appeal all types of disciplinary action outlined in the **Procedure for Review of Disciplinary Decisions** (See below outline).

Procedures for Review of Disciplinary Decisions for Non-uniform Employees

If you request a review of any disciplinary action, it will be conducted as follows:

1. Non-uniform employees, supervisors, and managers may appeal to the Indirect Department Head (either CFO or COO), by submitting a written grievance to the HR Director within 5 working days after the disputed disciplinary action. The Department Head will respond in writing with a decision within 5 working days. The decision of the Department Head will be final.
2. Directors or Superintendents may appeal to an appeal panel composed of 3 of the 4 following positions; CFO, COO, Fire Chief, and Police Chief. The employee must submit a written grievance to the HR Director within 5 working days after the disputed disciplinary action. The appeal panel will schedule a meeting to hear the employee's grievance and will respond in writing with a decision within 5 working days, unless they communicate to the employee that more time is needed. The decision of the panel will be final.
3. Department Heads are hired by the Mayor and may only appeal to the city council by submitting a written grievance to the HR Director within 5 working days of the disciplinary action and the HR Director will place your appeal on the agenda for the next scheduled council meeting. The council's decision will be final.

Notes: A) Employees are not allowed to have an attorney during the appeal process.

B) Employees of Elected Officials, City Clerk and City Attorney, will not have an appeal process.



Legislation Details (With Text)

File #:	RES-17:071	Version:	1	Name:	Amend non-uniform 401(a) defined contribution plan
Type:	Resolution	Status:			Recommended to Council
File created:	5/23/2017	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO AMEND THE CITY OF JONESBORO, ARKANSAS NON-UNIFORMED EMPLOYEES 401(a) DEFINED CONTRIBUTION PLAN				
Sponsors:	Human Resources				
Indexes:	Employee benefits				
Code sections:					
Attachments:	COJ 401(a) Plan Cycle E.2 FDL 4-11-2017.pdf				

Date	Ver.	Action By	Action	Result
5/30/2017	1	Finance & Administration Council Committee		

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO AMEND THE CITY OF JONESBORO, ARKANSAS NON-UNIFORMED EMPLOYEES 401(a) DEFINED CONTRIBUTION PLAN

WHEREAS, the City of Jonesboro, Arkansas, municipality of the State of Arkansas, (the "Employer") has previously established the City of Jonesboro, Arkansas Non-Uniformed Employees 401(a) Defined Contribution Plan (the "Plan"); and

WHEREAS, pursuant to Section 8.1 of the Plan, the Employer, by appropriate action of the City Council, has the right at any time and from time to time to amend the Plan; and

WHEREAS, in order to facilitate the issuance of a favorable IRS determination letter with respect to the Plan, the Employer desires to amend the Plan at this time in the manner set forth herein.

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

Section 1: Section 1.20(a) of the Plan is hereby amended so as to now read as follows:

(a) including any amount which is contributed by the Employer at the election of the Participant pursuant to a salary reduction agreement and which is not includable in the gross income of the Participant by reason of Code Sections 125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 403(b) or 457(b). For this purpose, amounts not includable in gross income under Code Section 125 shall be deemed to include any amounts not available to a Participant in cash in lieu of group health coverage because the Participant is unable to certify that the Participant has other health coverage, provided the Employer does not request or collect information regarding the Participants other health coverage

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

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **APR 11 2017**

CITY OF JONESBORO ARKANSAS
C/O LATHROP & CAGE LLP
JENNY CASCONI MOSH
2345 GRAND BLVD STE 2200
KANSAS CITY, MO 64108

Employer Identification Number:
71-6013749
DLN:
17007040084036
Person to Contact:
RUTH CHEN ID# 95048
Contact Telephone Number:
(626) 927-1423
Plan Name:
CITY OF JONESBORO ARKANSAS
NON-UNIFORMED EMPLOYEES 401A DC
Plan Number: 001

Dear Applicant:

Based on the information you provided, we are issuing this favorable determination letter for your plan listed above. However, our favorable determination only applies to the status of your plan under the Internal Revenue Code and is not a determination on the effect of other federal or local statutes. To use this letter as proof of the plan's status, you must keep this letter, the application forms, and all correspondence with us about your application.

Your determination letter does not apply to any qualification changes that become effective, any guidance issued, or any statutes enacted after the dates specified in the Cumulative List of Changes in Plan Requirements (the Cumulative List) for the cycle you submitted your application under, unless the new item was identified in the Cumulative List.

Your plan's continued qualification in its present form will depend on its effect in operation (Section 1.401-1(b)(3) of the Income Tax Regulations). We may review the status of the plan in operation periodically.

You can find more information on favorable determination letters in Publication 794, Favorable Determination Letter, including:

- The significance and scope of reliance on this letter,
- The effect of any elective determination request in your application materials,
- The reporting requirements for qualified plans, and
- Examples of the effect of a plan's operation on its qualified status.

You can get a copy of Publication 794 by visiting our website at www.irs.gov/formspubs or by calling 1-800-TAX-FORM (1-800-829-3676) to request a copy.

This letter considered the 2014 Cumulative List of Changes in Plan Qualification Requirements.

This determination letter applies to the plan adopted on 12-13-11.

Letter 5274

CITY OF JONESBORO ARKANSAS

This determination letter applies to the amendments dated on 8-26-15.

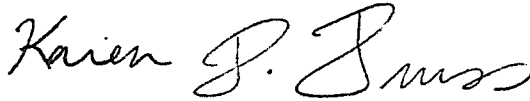
We made this determination on the condition that you adopt the proposed amendments you submitted in your letter dated 3-27-17, on or before the date the Income Tax Regulations provide under Section 401(b) of the Internal Revenue Code.

We based this determination letter solely on your claim that the plan meets the requirements of a governmental plan under Section 414(d) of the Internal Revenue Code.

If you submitted a Form 2848, Power of Attorney and Declaration of Representative, or Form 8821, Tax Information Authorization, with your application and asked us to send your authorized representative or appointee copies of written communications, we will send a copy of this letter to him or her.

If you have any questions, you can contact the person listed at the top of this letter.

Sincerely,

A handwritten signature in cursive script that reads "Karen D. Truss".

Karen D. Truss
Director, EP Rulings & Agreements



Legislation Details (With Text)

File #:	RES-17:072	Version:	1	Name:	Contract with ESRI for small public safety enterprise license agreement (ELA)
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	5/23/2017	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO CONTRACT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI) CORPORATION FOR A THREE-YEAR ESRI SMALL PUBLIC SAFETY ENTERPRISE LICENSE AGREEMENT (ELA)				
Sponsors:	E911				
Indexes:	Contract				
Code sections:					
Attachments:	Jonesboro Public Safety Depts ELA				

Date	Ver.	Action By	Action	Result
5/30/2017	1	Finance & Administration Council Committee		

A RESOLUTION TO CONTRACT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI) CORPORATION FOR A THREE-YEAR ESRI SMALL PUBLIC SAFETY ENTERPRISE LICENSE AGREEMENT (ELA)

WHEREAS the City of Jonesboro emergency management services has a need for upgrading the current mapping software to allow for quicker response time to best serve the citizens of Jonesboro; and

WHEREAS ESRI-AKA (Environmental Systems Research Institute) is the leading GIS mapping software provider for public safety solutions and fully compatible with the existing hardware used in the Police, Fire, and E911 departments; and

WHEREAS the City of Jonesboro E911 is currently using a limited ESRI mapping license, that does not allow for address point files and aerial imagery for field units; and

WHEREAS the enhanced ESRI license agreement will add those functions to all police and fire units in the field, allowing quicker response times and more accurate mapping; and

WHEREAS the Public Safety committee recommended purchase of the software and council appropriated the money in ORD-17:029.

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

Section 1: The City Council of the City of Jonesboro, Arkansas has approved the contract and

Section 2: The City Council of the City of Jonesboro, Arkansas authorizes the Mayor and City Clerk of the City of Jonesboro to sign and enter into a contract with ESRI for a three-year small public safety enterprise license.



Quotation # 20507913

Date: May 17, 2017

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: 909-793-2853 Fax: 909-307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # Contract # 2012MPA2816

City of Jonesboro
Police Department
1001 S Caraway Rd
Jonesboro, AR 72401

ATTENTION: Rick Elliott
PHONE: (870) 935-6649
FAX:

*To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 05/17/2017 To: 08/15/2017*

Material	Qty	Description	Unit Price	Total
125637	1	Populations Less Than 100,000 Small Public Safety Term Enterprise License Agreement	15,000.00	15,000.00
125637	1	Populations Less Than 100,000 Small Public Safety Term Enterprise License Agreement	15,000.00	15,000.00
125637	1	Populations Less Than 100,000 Small Public Safety Term Enterprise License Agreement	15,000.00	15,000.00
			Item Total:	45,000.00
			Subtotal:	45,000.00
			Sales Tax:	0.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$45,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Veronica Schindler **Email:** vschindler@esri.com **Phone:** (210) 499-1044 x8826

The items on this quotation are subject to the terms of this quotation and of your signed agreement with Esri, if applicable. If no such agreement covers any item, then Esri's standard terms and conditions found at <http://www.esri.com/legal/software-license> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance of this quotation is limited to the terms of this quotation. State and local government entities in California or Maryland buying under the State Contract are also subject to the terms and conditions found at <http://www.esri.com/legal/supplemental-terms-and-conditions>. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630



Quotation # 20507913

Date: May 17, 2017

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: 909-793-2853 Fax: 909-307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # Contract # 2012MPA2816

City of Jonesboro
Police Department
1001 S Caraway Rd
Jonesboro, AR 72401

ATTENTION: Rick Elliott
PHONE: (870) 935-6649
FAX:

*To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 05/17/2017 To: 08/15/2017*

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Veronica Schindler **Email:** vschindler@esri.com **Phone:** (210) 499-1044 x8826

The items on this quotation are subject to the terms of this quotation and of your signed agreement with Esri, if applicable. If no such agreement covers any item, then Esri's standard terms and conditions found at <http://www.esri.com/legal/software-license> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance of this quotation is limited to the terms of this quotation. State and local government entities in California or Maryland buying under the State Contract are also subject to the terms and conditions found at <http://www.esri.com/legal/supplemental-terms-and-conditions>. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630



ESRI QUOTATION TERMS AND CONDITIONS

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

All quotations are valid for ninety (90) days unless otherwise stated on the quotation form. These prices and terms are valid only for items purchased for use and delivery within the United States.

This quotation information is proprietary and may not be copied or released other than for the express purpose of the current system selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Environmental Systems Research Institute, Inc. (Esri).

To expedite your order, please reference the quotation number on your purchase order.

ORDER PROCESS

The order process is initiated when Esri receives an original purchase order or some form of advance payment. Several additional documents (e.g., Master License Agreement, credit application, Tax Exemption Certificate) may be required to complete the order process. Generally, the need for these documents varies by the type of software, data, web-enabled services, subscriptions, professional services, or other products ordered, which is determined upon receipt of the purchase order (or advance payment). If delivery must be expedited, please contact your marketing representative for assistance.

IMPORTANT! Collectively, these documents contain the authorizations and information necessary to ship proper versions of the software or data on the correct media or to initiate web-enabled services, subscriptions, or professional services. Please return them promptly to avoid unnecessary delays in shipping or delivery. Please return all documents to Esri Customer Service, or as otherwise directed.

Please show the following remittance address on your purchase order:

Esri, File No. 54630, Los Angeles, CA 90074-4630

ESRI LICENSE AGREEMENTS

All Esri software, data, web-enabled services, and subscriptions offered in this quotation are commercial off-the-shelf items developed at private expense and subject to Esri commercial license terms. You may have a signed license agreement on file that covers this order. If so, please reference the license agreement number on your purchase order. Unless a signed license is on file with Esri, Esri software, data, web-enabled services, and subscriptions are subject to the Esri License Agreement included with the deliverable item as an online or click-through agreement. A copy is enclosed. Certain software or data requires a Master License Agreement signed by both parties. Professional services agreements may also include license terms.

Some Esri software is copy protected with a software keycode or hardware key, and some software, data, web-enabled services, or subscriptions require registration or a password. You will be given instructions to access the keycode, register, or obtain a password through the Esri website or by other means.

MAINTENANCE

After expiration of any complimentary period of maintenance that may apply to the licensed software, Esri will quote maintenance payable annually in advance. A reinstatement fee applies when maintenance has lapsed.

DATA AND ONLINE SERVICES DISCLAIMER

Data and Online Services may contain some nonconformities, defects, errors, or omissions. **THE DATA AND ONLINE SERVICES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND.** Without limiting the generality of the preceding sentence, Esri and its licensors do not warrant that the data and Online Services will meet Licensee's needs or expectations, that the use of the data or Online Services will be uninterrupted, or that all nonconformities can or will be corrected. Esri and its licensors are not inviting reliance on this data or Online Services, and Licensee should always verify actual data or Online Services.

DELIVERY

FOB Redlands, CA, USA

Software: Allow five (5) days from Esri's receipt of purchase order, signed Software License Agreement(s), and other documents, as required.

Hardware: Manufacturer's terms apply. Lead times depend on make/models purchased.

Note: Standard delivery method is ground or two (2)-day air for software and surface carrier for hardware. Actual delivery method may vary depending on weight. Other services are available for an additional fee (e.g., overnight delivery).

PAYMENT TERMS

Net thirty (30) days, on approved credit. Orders less than eight hundred dollars (\$800) require prepayment by check or credit card unless your organization is a government agency, university, college, or Fortune 500 company.

TAXES

This quote includes applicable sales or use taxes for the prices quoted as required by law. The tax amount may change depending on the time lapse between this quote and your order to us. Esri will include applicable sales or use taxes on your invoice unless you provide proof with your order that your organization or use of the product is tax exempt.



Esri Use Only:
 Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

**SMALL ENTERPRISE AGREEMENT
 SMALL PUBLIC SAFETY DEPARTMENTS
 (E216-3)**

This Agreement is by and between the organization identified in the Quotation ("Customer") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the License Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the License Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup (Advanced and Standard)
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

Enterprise optional servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime (Standard)
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) annual Professional subscription to ArcGIS Developer*
 Two (2) Esri CityEngine Advanced Single Use Licenses
 100 Level 1 ArcGIS Online Named Users
 100 Level 2 ArcGIS Online Named Users
 17,500 ArcGIS Online Service Credits
 100 Level 1 ArcGIS Enterprise Named Users
 100 Level 2 ArcGIS Enterprise Named Users
 3 Insights for ArcGIS

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Maximum number of sets of backup media, if requested**	2
Self-Paced e-Learning	Uncapped
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package.)	

*Maintenance is not provided for these items

**Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with a signed sales quotation, purchase order, or other document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of Customer's Ordering Document incorporating this Agreement by reference, unless otherwise agreed to by the parties ("Effective Date").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this Agreement:

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"License Agreement" means the applicable license agreement for Esri Products incorporated by this reference that is (i) found at <http://www.esri.com/legal/software-license> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri license agreement that supersedes such electronically acknowledged license agreement.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support. Customer will receive Tier 2 Support from Esri.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the term provided on the first page (i) for the applicable Fee and (ii) in accordance with the License Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor Servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate on expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions of the License Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <http://support.esri.com/en/content/productlifecycles>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed during the Term of Agreement, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <http://www.esri.com/legal>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial points of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case. The Tier 1 Help Desk may also use any other information and databases that may be developed to satisfactorily resolve the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration date of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee before the annual anniversary date for each additional year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri's federal ID number is 95-2775-732.
- c. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each additional year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



Legislation Details (With Text)

File #:	RES-17:073	Version:	1	Name:	Contract with EAB Broadcastors Inc. for rental of Joe Mack Campbell Park
Type:	Resolution	Status:			Recommended to Council
File created:	5/24/2017	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH EAB BROADCASTORS INC FOR RENTAL OF JOE MACK CAMPBELL PARK				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	Joe Mack 4th of july 2017.pdf				

Date	Ver.	Action By	Action	Result
5/30/2017	1	Finance & Administration Council Committee		

A RESOLUTION TO CONTRACT WITH EAB BROADCASTORS INC FOR RENTAL OF JOE MACK CAMPBELL PARK

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

WHEREAS, EAB Broadcastors Inc is renting the complex for the sum of \$1,500.00.

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with EAB Broadcastors Inc for the rental of Joe Mack Campbell Park. A copy of said contract is attached as Exhibit A.

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

RENTAL AGREEMENT

THIS AGREEMENT made this 6th day of June, 2017 is between CITY OF JONESBORO, hereinafter called Lessor and EAB Broadcastors, Inc. hereinafter called Lessee.

Lessor leases to Lessee, property in Jonesboro, Arkansas commonly known as the Joe Mack Campbell Park under the following conditions:

1. **TERM:** The term of this lease shall be for three (3) days, beginning on July 3, 2017, and ending at midnight on July 5, 2017.
2. **RENT:** Rent is payable in advance, no later than June 30, 2017 and shall be made in a single payment of one thousand and five hundred dollars (\$1,500.00). Said payment shall be delivered to the Lessor at 300 South Church Street, Jonesboro, Arkansas 72401.
3. **USE:** Lessee agrees to use said premises for the purpose of a July 4th Event, and for no other purpose.
4. **SUBLET:** Lessee may not sublet the property or assign this lease without written consent of lessor.
5. **USE:** The property shall be used for a July 4th Event. Lessee shall be responsible for the following:
 - a. Supplying and removing portable toilets to be placed on the premises for the use of the public during the activities on the property.
 - b. Cleaning up the property following the event, to include trash pick up and repair of any damages caused by the public or the Lessee to the property during their use. Property must be left in the same condition as it was in prior to the event hosted by the Lessee.
 - c. Lessee is responsible for providing for the smooth flow of traffic into and out of the event. In addition, Lessee will provide traffic control to ensure that no persons are parking in areas on the property which are restricted and not designated for parking of vehicles.
 - d. Lessee will barricade restricted access areas to prevent

the public from entering.

e. Lessee will coordinate with fire and police and follow all safety requirements determined by them.

f. Lessee will ensure that all food and/or drink vendors have all required licenses and permits.

g. Lessee will ensure that all vendors providing entertainment services to the public have all required license, permits and liability insurance policies.

6. RISK OF LOSS: Lessee shall be solely responsible for losses including but not limited to any losses caused by fire on the premises during the rental period. In addition, Lessee shall be responsible for any damages caused by the public to the premises during the rental period. Lessee shall be required to maintain insurance to cover any losses caused by fire, damage, or otherwise to existing structures or to the premises as a whole.

7. INDEMNIFICATION: Lessee releases lessor from liability for and agrees to indemnify lessor against all losses incurred by lessor as a result of:

(a) Lessee's failure to fulfill any condition of this agreement;

(b) Any damage or injury happening in or about the house or premises to lessee's invitees or licensees or such person's property; and

(c) Lessee's failure to comply with any requirements imposed by any governmental authority.

8. FAILURE OF LESSOR TO ACT: Failure of lessor to insist upon strict compliance with the terms of this agreement shall not constitute a waiver of lessor's right to act on any violation.

9. REMEDIES CUMULATIVE: All remedies under this agreement or by law or equity shall be cumulative. If a suit for any breach of this agreement establishes a breach by lessee, lessee shall pay to lessor all expenses incurred in connection therewith.

10. NOTICES: Any notices required by this agreement shall be in writing and shall be deemed to be given if delivered personally or mailed by registered or certified mail.

11. COMPLIANCE WITH LAWS: Lessee agrees not to violate any law,

ordinance, rule or regulation of any governmental authority having jurisdiction of the leased premises. There shall be no alcoholic beverages allowed on the premises.

12. SEVERABILITY: Each paragraph of this lease agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

13. ENTIRE AGREEMENT: This agreement and any attached addendum constitute the entire agreement between the parties and no oral statements shall be binding.

14. INTERPRETATION: This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year set forth below.

CITY OF JONESBORO

LESSOR, HAROLD PERRIN, MAYOR



LESSEE, EAB Broadcastors, Inc.

ATTEST:

DONNA JACKSON,
CITY CLERK



Legislation Details (With Text)

File #:	RES-17:074	Version:	1	Name:	Contract with Nettleton Lions Club for sign sponsorship at the Miracle League Complex
Type:	Resolution	Status:			Recommended to Council
File created:	5/24/2017	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH NETTLETON LIONS CLUB FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	Nettleton Lions Club.pdf				

Date	Ver.	Action By	Action	Result
5/30/2017	1	Finance & Administration Council Committee		

A RESOLUTION TO CONTRACT WITH NETTLETON LIONS CLUB FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX

WHEREAS, the City of Jonesboro owns and maintains Miracle League Complex located at 5000 South Caraway Road;

WHEREAS, Nettleton Lions Club is seeking sponsorship recognition on one fence sign at Miracle League Complex; and

WHEREAS, Nettleton Lions Club is sponsoring one fence sign for the sum of \$300 per year for a period of 3 years;

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Nettleton Lions Club for the sponsorship of one fence sign at Miracle League Complex. A copy of said contract is attached as Exhibit A.

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

EXHIBIT A

ADVERTISING AGREEMENT
FOR FIELD SIGN LOCATED AT
MIRACLE LEAGUE COMPLEX

This agreement is made by and between Nettleton Lions Club (SPONSOR) and the City of Jonesboro (CITY), on this 6th Day of June, 2017 (the "Effective Date").

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

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

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

I. Term

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

II. Advertisement at Facilities

- (1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR's logo shall be put on a sign to be displayed on chosen field at FACILITY for a period of **(3) three years**.
- (2) It is agreed between the parties that the SPONSOR shall pay over a period of **3 years** for the sign and sponsorship the total sum of **\$900.00**.
A sum of **\$300.00** shall be paid on **June 15th, 2017**.
A sum of **\$300.00** shall be paid on **June 15th, 2018**
A sum of **\$300.00** shall be paid on **June 15th, 2019**.
- (3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have the right to renew this contract for an additional period of **(3) three years** at the sponsorship rate to be negotiated at the time of the renewal.

- (4) It is agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove SPONSOR'S sign and obtain a new sponsor for designated field in the event of failure of payment on the part of the SPONSOR.
- (5) It is agreed between the parties that the CITY will furnish a 4' x 8' sign to be placed for SPONSOR'S on Miracle League field. However, it shall be the responsibility of SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.
- (6) It is agreed by CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep of sign and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might involve the sign.

III. Assignability and Exclusivity

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

IV. Miscellaneous Provisions.

- (1) No Modification of this Agreement shall be effective unless it is made in writing and signed by the authorized representative's of the parties hereto.
- (2) This agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, Arkansas.
- (3) Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
- (4) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision

thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

- (5) Each party represents to the other the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set Set forth below.

BY: **Nettleton Lions Club**

Name: LARRY WILKINSON

Title: DISTRICT GOVERNOR ELECT

Date: 05-24-17

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-17:075	Version:	1	Name:	Adopt a DBE for federally assisted projects
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	5/25/2017	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO ADOPT A DISADVANTAGED BUSINESS ENTRPRISE (DBE) PROGRAM FOR FEDERALLY ASSISTED PROJECTS				
Sponsors:	Finance				
Indexes:	Grant				
Code sections:					
Attachments:	DBE Program FY 2016-2018 - COJ				

Date	Ver.	Action By	Action	Result
5/30/2017	1	Finance & Administration Council Committee		

...title

A RESOLUTION TO ADOPT A DISADVANTAGED BUSINESS ENTRPRISE (DBE) PROGRAM FOR FEDERALLY ASSISTED PROJECTS

... body

WHEREAS, the City of Jonesboro signed an assurance that it will comply with 49 CFR Part 26 as a condition of receiving U.S. Department of Transportation funds; and

WHEREAS, the City of Jonesboro is a recipient or sub-recipient of Federal financial assistance from the U.S. Department of Transportation; and

WHEREAS, the City of Jonesboro appoints the Purchasing Director as the DBE Liaison Officer.

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

Section 1: The attached policy, titled "Disadvantaged Business Enterprise (DBE) Program for Federally-Assisted Projects", is hereby adopted.



City of Jonesboro

**Disadvantaged Business Enterprise (DBE) Program
for Federally-Assisted Projects**

Federal Fiscal Years 2017 - 2019

**In Compliance With
Title 49 Part 26 of the Code of Federal Regulations (49 CFR 26)**

March 16, 2017

TABLE OF CONTENTS

Policy Statement	1
General Requirements.....	2
Administrative Requirements	4
Goals, Good Faith Efforts, and Counting.....	6
DBE Certification.....	8

POLICY STATEMENT

Objectives:

It is the policy of the City of Jonesboro, a recipient or sub-recipient of Federal financial assistance from the U.S. Department of Transportation (DOT), that small businesses owned and controlled by socially and economically disadvantaged individuals shall have the maximum opportunity to participate in the performance of public contracts financed in whole, or in part, by the Federal Highway Administration.

Therefore, in furtherance of this policy and as a condition of receiving DOT funding, the City of Jonesboro has signed an assurance that it will comply with 49 CFR Part 26 and has established a Disadvantaged Business Enterprise (DBE) program the goal of which is to carry out its DBE Plan.

The City of Jonesboro will ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in DOT assisted contracts. It is our policy:

1. To ensure nondiscrimination in the award and administration of DOT assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To assist the development of firms that can compete successfully in the market place outside the DBE program.

The City of Jonesboro Purchasing Agent has been delegated as the DBE Liaison Officer (DEBLO). In that capacity, the Purchasing Agent is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is according to the same priority as compliance with all other legal obligations incurred by the City of Jonesboro in its financial assistance agreements with the DOT and other agencies.

City of Jonesboro has disseminated this policy statement to the appropriate officials of the City of Jonesboro. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT assisted contracts. Distributions include any state agencies, local community boards, local media outlets, and any participating non-profits.

DEBLO

Date

GENERAL REQUIREMENTS

Objectives:

The City of Jonesboro (COJ) DBE objectives are as follows:

1. To ensure nondiscrimination in the award and administration of DOT assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 (Appendix 1) eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To assist the development of firms that can compete successfully in the market place outside the DBE program.

Applicability:

City of Jonesboro adheres to the DBE provisions as outlined in 49 CFR Part 26.

Definitions:

City of Jonesboro has adopted the definitions contained in Section 26.5 of 49 CFR Part 26 for this program.

Non-discrimination Requirements:

The City of Jonesboro, in fulfilling its obligations under 49 CFR Part 26,

1. will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.
2. will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Record Keeping Requirements:

Uniform Report of DBE Awards or Commitments and Payments

The City of Jonesboro will report DBE participation to the Federal Highway Administration (FHWA) using the Uniform Report of DBE Awards or Commitments and Payments found in Appendix B of 49 CFR Part 26.

Bidders List

The City of Jonesboro will maintain a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT assisted contracts. The purpose of this requirement is to allow use of the bidder's list approach to calculating overall goals. The bidders list includes the name and address of all non-DBEs and qualified DBEs.

The City of Jonesboro will ensure that all bidders, contractors and subcontractors, are qualified DBEs or non-DBEs by referencing the Unified Certification process as well as the Small Business Administration (SBA) directory.

Assurances:

The City of Jonesboro agrees to the following assurances, applicable to all DOT assisted contracts and their administration.

The City of Jonesboro shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the City of Jonesboro its failure to carry out its approved program, the Department may impose sanction as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 US. C. JOO1 and/or the Program Fraud Civil Remedies Act of 1986 (31 US. C. 3801 et seq.).

Contract Assurance

The City of Jonesboro will ensure that the following clause is placed in every DOT assisted contract and subcontract:

The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Jonesboro deems appropriate.

ADMINISTRATIVE REQUIREMENTS

DBE Program Updates:

Since City of Jonesboro receives DOT financial assistance during 2017 - 2019 program years, we will continue to carry out this program until all funds from DOT financial assistance have been expended. We will provide to DOT updates representing significant changes in the program.

DBE Liaison Officer (DBELO):

The City of Jonesboro has designated the following individual as its DBE Liaison Officer (DBELO):

*Mr. Steve Kent
300 S. Church
P.O. Box 1845
Jonesboro, AR
72403
(870) 932-1052
skent@jonesboro.org*

In this capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the City of Jonesboro complies with all provisions of 49 CFR Part 26.

The DBELO is also responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. The duties and responsibilities include the following:

1. To gather and report statistical data and other information as required by DOT.
2. To review third party contracts and procurement procedures for compliance.
3. To ensure that bid notices and requests for proposals are available to DBEs in a timely manner.
4. To identify contracts and procurements so that DBE goals are included in solicitations (both race- neutral methods and contract specific goals attainment and identifies ways to improve progress).
5. To analyze the City of Jonesboro's progress toward attainment and identifies ways to improve progress.
6. To participate in all bid advertisement meetings.
7. To provide DBEs with information that can be useful in preparing bids and/or obtaining bonding and insurance.
8. To plan and participate in DBE training seminars.
9. To provide outreach to DBEs and community organizations to advise them of opportunities.

DBE Financial Institutions:

It is the policy of the City of Jonesboro to investigate the existence of any services offered by financial institutions that may be owned and controlled by socially and economically disadvantaged individuals in the community. When a DBE exist, to make reasonable efforts to use these institutions and to encourage prime contractors on DOT assisted contracts to employ their services. While the City of Jonesboro has made a serious effort to identify such institutions, to-date our efforts have not been successful. Each year, the City of Jonesboro will continue to re-evaluate the availability of DBE financial institutions.

Prompt Payment Mechanisms:

Prompt Payment

The City of Jonesboro will include the following clause in each DOT assisted prime contract:

The prime contractor agrees to pay each sub-contractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause and following written approval from the City of Jonesboro.

Retainage

The prime contractor agrees to return retainage payments to each subcontractor within thirty (30) days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval from the City of Jonesboro.

Monitoring and Enforcement

The City of Jonesboro has established an internal review process and progressive project meetings to monitor and ensure that prompt payment and return of retainage is occurring.

AHTD DBE Directory:

The City of Jonesboro has entered into an agreement with the Arkansas Highway and Transportation Department (AHTD) to utilize the certification list published in its DBE directory. AHTD agrees to administer certifications and re-certifications, to change affidavits, notices of changes, personal net worth statements and any other necessary documentation from firms eligible to participate as DBEs. The directory lists the firm's name, address, phone number, date of the most recent certification and the type of work the firm has been certified to perform as a DBE. The directory is updated at least annually and is available through the AHTD website or hard copy by request. The latest directory may be found at <http://www.arkansashighways.com/ProgCon/letting/dbedirectory.pdf>.

Overconcentration:

The City of Jonesboro has not identified that overconcentration exists in the types of work that DBEs perform.

Business Development Programs:

The City of Jonesboro has not established a business development program. We will re-evaluate the need for such a program every year.

Monitoring and Enforcement Mechanisms:

The City of Jonesboro will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

1. We will bring to the attention of the DOT any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice (DOJ) for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.109.
2. We will consider similar action under our own legal authorities, including responsibility determinations in future contracts.
3. We will also provide a monitoring and enforcement mechanism to verify that work committed to DBEs at contract award be actually performed by DBEs. This will be accomplished through the provisions of the Davis-Bacon employee interviews.
4. We will oversee all documentation of actual payments to DBE firms for work committed at the time of contract award.

Small Business Participation:

The City of Jonesboro has incorporated the following non-discriminatory element to its DBE program in order to facilitate competition on any Federal financially assisted public works projects by small business concerns. The City of Jonesboro will maintain a good faith effort in the separation of project functions to facilitate equal and flexible participation in the bidding process.

GOALS, GOOD FAITH EFFORTS, AND ACCOUNTING

Set-asides or Quotas:

The City of Jonesboro does not use quotas in any way in the administration of this DBE program.

Overall Goals:

The City of Jonesboro will submit its overall DBE goals to FHWA on the date of the year specified by FHWA.

The City of Jonesboro will also request use of project-specific DBE goals as appropriate, and/or will establish project-specific DBE goals as directed by FHWA.

The City of Jonesboro will develop its goals through the identification of anticipated contractual items and calculate a weighted average for each item. The base goal will then be calculated using the relative availability (percentage) of DBEs in Arkansas to perform contracts for the goal period.

Before establishing the overall goal each year, the City of Jonesboro will review the AHTD directory and consult with the City of Jonesboro Community Development Block Grant (CDBG) to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses. The effects of discrimination on opportunities for DBEs, and the City's efforts to establish a level playing field for the participation of DBEs.

Following this consultation, we will publish a notice of the proposed overall goals, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at our principal office. Thirty (30) days following the date of the notice, we will inform the public that DOT will accept comments on the goals for forty-five (45) days from the date of the notice. The City of Jonesboro will publish this notice in the local newspaper of record, distribute it to community-based agencies, who serve minority populations, and post it on City's website. Comments may be sent to DEBLO, P.O. Box 1845, Jonesboro, AR 72403 or emailed to dbes@jonesboro.org.

The City of Jonesboro overall goal submission to DOT will include: the goal (including the breakout of estimated race-neutral and race-conscious participation, as appropriate); a copy of the methodology, worksheets and etc., used to develop the goal; a summary of information and comments received during this public participation process and our responses; and proof of publication of the goal in media outlets listed.

The City of Jonesboro will begin using the overall goal on October 1 of the specified year, unless we have received other instruction from DOT. If we establish a goal on a project basis, we will begin using our goal by the time of the first solicitation for a DOT assisted contract for the project. Our goal will remain effective for the duration of the three-year period established and approved by DOT.

Goal Setting and Accountability:

The City of Jonesboro, on an annual basis, will analyze in detail the reason for the difference between the overall goal and the actual awards/commitments.

Meeting Overall Goals:

The City of Jonesboro will meet the maximum feasible portion of its

overall goal using race-neutral means of facilitating DBE participation. In order to do so, the City of Jonesboro will provide a good faith effort to meet all DBE and minority goals. This will be accomplished according to the procedure outlined in the succeeding sentences. For each RFP the City of Jonesboro issues for a project that DOT funding will be utilized, there will be a section directing prospective bidders to consult the AHTD DBE Directory (for which an up-to-date website will be listed) to familiarize themselves with DBE firms and other small business in this area which should be considered for subcontracting opportunities. Furthermore, each of these RFPs will contain specific language informing prospective bidders that the contract in question is subject to DOT DBE regulations.

Good Faith Efforts Procedures:

In those instances where the City of Jonesboro DBE goal does not meet the verified accountability DBE anticipated participation, it will document its adequate good faith efforts to meet the DBE goal, even though it was unable to do so.

Counting DBE Participation

The City of Jonesboro will count DBE participation toward overall goals as provided in 49 CFR 26.55

DBE CERTIFICATION

Unified Certification Program:

The City of Jonesboro is a member of a Unified Certification Program (UCP) administered by the Arkansas Highways and Transportation Department (AHTD). The UCP will meet all the requirements of this section. The City of Jonesboro will use and count for DBE credit only those DBE firms certified by the AHTD.

For more information on the UCP, contact the AHTD at P.O. Box 2261, Little Rock, AR 72203- 2261 or call (501) 569-2000. The most up-to-date AHTD DBE Directory and descriptions of AHTD's UCP may be found at http://www.arkansashighways.com/ProgCon/letting/DBE_Reports/Arkansas%20Unified%20DBE%20Certification%20Program.pdf.



Legislation Details (With Text)

File #:	ORD-17:026	Version:	1	Name:	Amend Code of Ordinances Sec. 66 to repeal and adopt ordinance relating to towing services
Type:	Ordinance	Status:			First Reading
File created:	5/8/2017	In control:			Public Safety Council Committee
On agenda:	5/16/2017	Final action:			
Title:	AN ORDINANCE TO REPEAL AND ADOPT AN ORDINANCE RELATING TO TOWING SERVICES IN THE CITY OF JONESBORO				
Sponsors:	Mayor's Office				
Indexes:	Code of Ordinances amendment				
Code sections:	Chapter 66 - Traffic & Vehicles				
Attachments:					

Date	Ver.	Action By	Action	Result
5/16/2017	1	Public Safety Council Committee		

AN ORDINANCE TO REPEAL AND ADOPT AN ORDINANCE RELATING TO TOWING SERVICES IN THE CITY OF JONESBORO

WHEREAS, the City Council of the City of Jonesboro, Arkansas desires to regulate towing services for the citizens of Jonesboro.

WHEREAS, Chapter 66-83 is to be repealed and the following language of Chapter 66-83 is to be adopted to better conform to the current towing service needs and standards.

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

SECTION ONE: That Chapter 66-83 shall be repealed in its entirety and replaced with the following language:

(a) The city does hereby promulgate the following regulations and specifications to apply to towing and wrecker companies who receive requests for service from the Jonesboro Police Department:

(1) Each wrecker company who wishes to receive requests for services from the Jonesboro Police Department, except calls that arise from the requests of vehicle owners, must immediately conform to the following regulations and specifications. Failure to conform to these regulations and specifications will constitute grounds for penalties as listed in subsection (b) of this section.

(2) Each company must provide 24-hour continuous service, both for the acceptance or release of vehicles or property and for request for service. Once a request for release has been made, the wrecker company must respond in a timely manner. Any complaints arising under this subsection will be handled on a case-by-case basis. Any release of a vehicle or property in the vehicle requested after hours can be subject to an after-hours fee. After hours is defined as any time not within the regular working hours from 8:00am to 5:00pm Monday-Friday. The wrecker company shall notify any person calling for an after-hours release that there is a \$30.00 fee. This should be done prior to the release. No storage fee is to be assessed until the vehicle has been stored for at least 24 hours.

(3) Each company must have in continuous effect and provide proof of liability insurance in sufficient amount to cover any claim against them resulting from property damage or injury to persons occurring while they are rendering service upon request of the Jonesboro Police Department. Furthermore, each

company must maintain a lighted storage area surrounded by fencing adequate to prevent entrance by unauthorized persons and must hold itself responsible for any theft or vandalism to vehicles or other property within its care or control. Furthermore, each company must have available for continuous storage use, an area which is secure from entry by all unauthorized persons in which vehicles stored for the purpose of preserving evidence may be held. The company must maintain the storage area and a working wrecker within the city limits of Jonesboro.

(4) All wreckers must be in good mechanical condition, must bear a current vehicle inspection certificate, and must bear a proper commercial license.

(5) All wreckers must be equipped with a fire extinguisher, ABC Type, of not less than ten pounds in size, and sufficient amber lights, visible from both front and rear, to warn approaching traffic.

(6) Each wrecker shall be equipped with sufficient tools and accessories to efficiently perform its service.

(7) No wrecker shall proceed to an accident scene unless requested to do so by the Jonesboro Police Department or the owner or driver of the wrecked vehicle. Should a wrecker company or any of its employees receive notification of an accident from a source other than a police agency, it should immediately notify the Jonesboro E911 Dispatch Center.

(8) Each company must, upon request for service, make available immediately a suitable wrecker and operator, or immediately inform the requesting party that no suitable wrecker is available so that service may be obtained from another company. No more than 25 minutes will be allowed from the time of request for a wrecker to appear at the scene. Only a wrecker from the company that is called and requested will be allowed to work on or remove any vehicle. The wrecker must have the business name listed on the wrecker in a permanent fashion.

(9) All wrecker operators shall obey all traffic regulations. Wreckers are not considered an emergency vehicle under state statutes.

(10) Upon arrival at an accident scene, the wrecker operator will stand by and will not proceed to work on or remove any vehicle until directed to do so by a police officer.

(11) It will be the responsibility of every wrecker operator to remove or provide for the removal of all debris from the highway before leaving an accident scene, with no additional fee. See A.C.A. § 27-51-1405.

(12) Each company must maintain an adequate record of all vehicles towed at the request of the Jonesboro Police Department. Such record to include the date, time, location, make, model, license and serial numbers. Such records shall be made available to the Jonesboro Police Department at such times as any member thereof may request.

(13) All companies will be required to furnish the Jonesboro Police Department with a list of all vehicles stored on their lot over 30 days that were towed at the request of the Jonesboro Police Department.

(14) All wrecker company vehicles must comply with all state statutes and the Arkansas Towing and Recovery Board regulations.

(15) All companies will be required to provide a list of all authorized drivers. This list shall provide the driver's license number of each driver so that the driving record of each driver may be examined. Drivers with excessive violations, convictions for violent crimes, and/or a felony conviction within the previous five years may be denied the opportunity to respond to calls for service by the Jonesboro Police Department. Each driver must have a valid Arkansas Driver's License. Companies are required to notify the Jonesboro Police Department within fifteen days if that company no longer employs a driver.

(16) The following amounts will be the maximum that companies may charge when requested to respond by the Jonesboro Police Department. (This does not apply to accidents requiring the use of large wreckers.)

City-wide base response rate..... \$125.00

Secondary tow..... \$75.00

(Defined as: towing a vehicle at the request of Jonesboro Police Department from one location to a specified second location and then towing the same vehicle from that location to the wrecker company's storage lot or a secondary location.)

Per loaded mile outside city limits.....\$2.00

Winch.....\$50.00

Standby charges per hour..... \$30.00

Daily storage per day..... \$40.00

After hours release.....\$30.00

Excessive hazardous material clean-up fees and additional fees for unusual services may be approved on a case-by-case basis by the chief of police of the Jonesboro Police Department, or his designee.

It is not a violation of this ordinance to charge an administrative fee for sending notice letters in accordance with state law.

These rates will be reviewed as needed to ensure their conformity with current economic standards.

(b) Penalty.

(1) Any violation of this subsection can subject you to being removed on a temporary or permanent basis from the call list of the Jonesboro Police Department.

(2) All complaints will be investigated by the chief of the Jonesboro Police Department, or his designee. A representative of the company alleged to have violated these regulations will be permitted to present their defense prior to any action being taken. The chief of police shall have the final decision as to the action taken.



Legislation Details (With Text)

File #:	ORD-17:033	Version:	1	Name:	2016 budget cleanup
Type:	Ordinance	Status:		Status:	First Reading
File created:	5/23/2017	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	AN ORDINANCE AMENDING THE 2016 BUDGET ORDINANCE FOR THE CITY OF JONESBORO				
Sponsors:	Finance				
Indexes:	Budget amendment				
Code sections:					
Attachments:	2016 Budget Ordinance Justification 2016 Revenues and Expenditures Handout.pdf				

Date	Ver.	Action By	Action	Result
5/30/2017	1	Finance & Administration Council Committee		

AN ORDINANCE AMENDING THE 2016 BUDGET ORDINANCE FOR THE CITY OF JONESBORO BE IT ORDAINED by the City Council for the City of Jonesboro, Arkansas that:

SECTION 1: Budget Ordinance #ORD-15:069 adopted January 5, 2016, as amended during 2016 is further amended by the increase in budget expenditures as follows:

Fire Department in the amount of 10,000.
Planning in the amount of 200.
Library in the amount of 113,520.
Parks Department in the amount of 35,000.
Softball Department in the amount of 36,000.
Cemetery Care Department in the amount of 6,000.
Winter Wonderland in the amount of 7,000.
Jail in the amount of 100.
Court Automation in the amount of 35,000.
Interfund Transfers Out (General Fund) 226,768.
E911 Department in the amount of 90,000.
Advertising and Promotion in the amount of 297,000.
Community Development Block Grant in the amount of 31,000.
Cemetery Fund in the amount of 55,000.
Grant Administration in the amount of 34,000.

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

Fire Department in the amount of 10,000

Fixed assets were over budget for new Fire Truck.

Planning in the amount of 200

Rezoning, public hearings and conditional uses were up causing us to advertise more than normal.

Library in the amount of 113,520

Everything we collect from the ½ mill is given to the library. We budgeted less than what we received on revenue.

Parks Department in the amount of 35,000

Part-time salaries, minor equipment and furniture and auto expense was over budget. However, park revenue exceeded the budgeted amount by \$61,000.

Softball Department in the amount of 36,000

Softball received a grant from A&P for lighting.

Cemetery Care Department in the amount of 6,000

Part time salaries were over due to city not having as many inmates to work.

Winter Wonderland in the amount of 7,000

Winter wonderland was a new venture for the city and was not budgeted.

Jail in the amount of 100.

The cost of drug tests for inmates was over budget.

Court Automation in the amount of 35,000

Court automation was not budgeted. The county is allowed to purchase items for automation of the court but do not do so every year. They purchased some items in 2016.

Interfund Transfers Out (General Fund) 226,768

GIF money was not budgeted. We did not know we were going to be receiving any.

A&P spent over their budget by \$128,541. When reviewing 2015 data, we realized the BBQ fest money had never been transferred.

CDBG spent more than budgeted by \$30,968.56. They received more funding than anticipated.

E911 Department in the amount of 90,000.

E911 received a 911 cellular relocation grant.

Advertising and Promotion in the amount of 297,000

Transfers out were not budgeted. Instead of writing a check to COJ for reimbursement of BBQ Fest and softball we did a transfer.

Community Development Block Grant in the amount of 31,000

CDBG spent more than budgeted by \$30,968.56. They received more funding than anticipated.

Cemetery Fund in the amount of 55,000

COJ purchased some land on 307 Dan Avenue that was not budgeted for \$61,717.98

Grant Administration in the amount of 34,000

GIF money was not budgeted. We did not know we were going to be receiving any.

City of Jonesboro

FUND	2016 Budgeted Revenues	2016 Actual Revenues	Difference
General	\$ 35,529,396	\$ 41,817,577	\$ 6,288,181
Street	5,603,607	5,899,323	\$ 295,716
Cemetery Fund	42,500	40,477	\$ (2,023)
E-911	1,260,150	1,480,695	\$ 220,545
Total O & M	\$ 42,435,653	\$ 49,238,072	\$ 6,802,419

FUND	2016 Budgeted Revenues	2016 Actual Revenues	Difference
Capital Improvement	\$ 2,948,005	\$ 10,604,640	\$ 7,656,635
All Other	8,674,659	146,500,943	137,826,284
Total All Other Funds	\$ 11,622,664	\$ 157,105,583	\$ 145,482,919

Grand Total	\$ 54,058,317	\$ 206,343,655	\$ 152,285,338
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FUND	2016 Budgeted Expenditures	2016 Actual Expenditures	Difference
General	\$ 37,193,710	\$ 48,899,895	\$ 11,706,185
Street	4,871,809	5,219,875	\$ 348,066
Cemetery Fund	17,500	71,661	\$ 54,161
E-911	1,287,081	1,462,012	\$ 174,931
Total O & M	\$ 43,370,100	\$ 55,653,443	\$ 12,283,343

FUND	2016 Budgeted Expenditures	2016 Actual Expenditures	Difference
Capital Improvement	\$ 6,142,500	\$ 5,148,139	\$ (994,361)
All Other	8,905,618	5,654,749	(3,250,869)
Total All Other Funds	\$ 15,048,118	\$ 10,802,888	\$ (4,245,230)

Grand Total	\$ 58,418,218	\$ 66,456,331	\$ 8,038,113
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ACTUAL REVENUES (O&M)	\$ 49,238,072	
ACTUAL EXPENSES (O&M)	\$ 55,653,443	Note: When all of the budget amendments
	\$ (6,415,371)	were entered, we budgeted a \$934,447 loss
Factor out 7.8 million to STIP	\$ 7,810,000	
Operating Net	\$ 1,394,629	



Legislation Details (With Text)

File #:	ORD-17:034	Version:	1	Name:	Amend 2017 budget to contract with Fisher & Arnold for restroom/concession facility at Joe Mack Campbell Park
Type:	Ordinance	Status:			First Reading
File created:	5/23/2017	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2017 CAPITAL IMPROVEMENT PARKS PROJECT BUDGET AND TO ENTER INTO AN AGREEMENT WITH FISHER & ARNOLD, INC. TO PERFORM PROFESSIONAL SERVICES TO DESIGN A NEW RESTROOM/CONCESSION FACILITY AT JOE MACK CAMPBELL PARK				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	fisher arnold concession restroom jmc.pdf				

Date	Ver.	Action By	Action	Result
5/30/2017	1	Finance & Administration Council Committee		

AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2017 CAPITAL IMPROVEMENT PARKS PROJECT BUDGET AND TO ENTER INTO AN AGREEMENT WITH FISHER & ARNOLD, INC. TO PERFORM PROFESSIONAL SERVICES TO DESIGN A NEW RESTROOM/CONCESSION FACILITY AT JOE MACK CAMPBELL PARK

WHEREAS, the City of Jonesboro passed the 2017 Budget in Ordinance 16:085, which will need to be amended in order to effectuate said increase in the Parks Project Capital Improvement Fund budget for the design of a new restroom/concession facility at Joe Mack Campbell Park; and

WHEREAS, line item 07-170-0755-00 will need to be increased by \$22,500 to pay for the design fee, with said money to come from the city reserves; and

WHEREAS, the City of Jonesboro desires to enter into an agreement for professional services to produce said design, and based on the annual Statement of Qualifications submitted, the firm selected to perform professional services for this project is Fisher & Arnold, Inc.; and

WHEREAS, Fisher & Arnold, Inc. has agreed to provide the Scope of Services detailed in the attached agreement.

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

SECTION 1: The 2017 Capital Improvement Fund Budget is hereby amended to provide for an increase in the capital improvement fund of \$22,500 for the design of a new restroom/concession facility at Joe Mack Campbell Park. The money for said increase will come from monies in reserves.

SECTION 2: That the City of Jonesboro shall enter into an agreement with Fisher & Arnold, Inc. to perform professional services for a new restroom/concession stand facility at Joe Mack Campbell Park.

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



FISHER ARNOLD
ENGINEERING INTEGRATION

May 9, 2017

Mayor Harold Perrin
City of Jonesboro
515 W. Washington
Jonesboro, AR 72401

**RE: PROFESSIONAL SERVICE AGREEMENT
CONCESSION/RESTROOM BUILDING
JOE MACK CAMPBELL PARK
JONESBORO, ARKANSAS**

Dear Mayor Perrin:

We appreciate the opportunity to submit this proposal for expansion of the design of an additional concession/restroom building at Joe Mack Campbell Park. Fisher & Arnold, Inc. can provide a full array of planning and design services needed to successfully complete this project. It is our understanding that the scope is to prepare conceptual floor plans for a concession building and prepare construction documents for this proposed building.

The different phases or components of our architectural services for this project have been delineated along with the cost for these services. Fisher & Arnold, Inc. can perform all components of this proposal, and if other services are requested, these can be negotiated at a later date. Outside expenses such as filing fees, recording fees, public notification packets and actual expenses incurred directly in connection with the project such as printing, copying, mileage and delivery services shall be reimbursable expenses not included in the lump sum and are to be paid by the Owner.

Please review this proposal carefully. It is our desire that you have a complete understanding of the scope of services prior to signing this agreement. After you review, please let us know if you would like to add, delete or amend any aspect of this proposal.

SERVICES INCLUDED

I. CONCESSION/RESTROOM BUILDING PLANS

The Concession/Restroom building will be developed similar to the architectural style and material of the existing concession buildings in the park. The layout will be one building with canopy overhang and will include restrooms, storage, and concession area with exhaust vent over cooking area and an area for an umpire's lounge. The total square footage under canopy will be approximately 2,000 s.f. for concession/restroom and 1,250 s.f. for canopy overhang.

9180 Crestwyn Hills Drive
Memphis, TN 38125

901.748.1811
Fax: 901.748.3115
Toll Free: 1.888.583.9724

www.fisherarnold.com

- A. Structural drawings showing foundations and roofing structures
- B. Architectural drawings
- C. Mechanical, plumbing and electrical drawings
- D. Technical specifications, Division 01000 through 16000
- E. Probable cost statements

FEE FOR THESE DESIGN SERVICES\$22,500.00

SUMMARY

I. PREPARATION OF CONCESSION/RESTROOM BUILDING PLANS\$22,500.00

We will bill you monthly until completion of the project (or upon completion of the project). Payment is due the 10th of each month. Interest in the amount of 1.5% per month on the outstanding balances (18% per annum) will be assessed the contracting party after the payment due date.

The fees shown in this proposal are based on the Owner agreeing to limit the Professional's liability for all planning, engineering and surveying services to the Owner, all construction contractors, and subcontractors on the project, due to the Professional's negligent acts, errors or omissions, such that the total aggregate liability of the Professional to all those named shall not exceed the Professional's total fee for services rendered on the project.

The parties hereto agree that Fisher & Arnold, Inc. will be held harmless from any claims existing and future that may come forth from the use of any Boundary, Topographic Survey and Plans furnished to Fisher & Arnold, Inc. by the Owner or others.

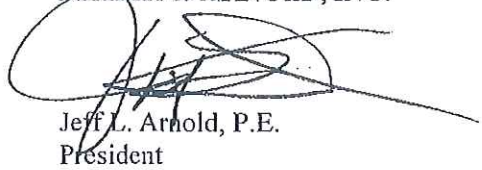
Exclusive venue for enforcement of this Agreement shall be in Craighead County, Arkansas. The obligation to provide further services under the Agreement may be terminated by either party upon written 30-day notice. In the event of termination, Fisher & Arnold, Inc. will be paid for all services rendered to the date of termination and all reimbursable expenses.

This proposal represents the entire understanding between you and us in respect to the "Project" and may only be modified in writing signed by both of us.

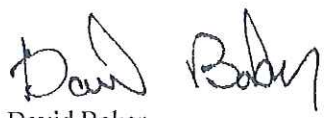
We are looking forward to continuing working with you on this project. If you have any questions regarding this proposal, please do not hesitate to call. We will be waiting for your approval to proceed.

Sincerely,

FISHER & ARNOLD, INC.



Jeff L. Arnold, P.E.
President



David Baker
Department Head
Planning & Landscape Architecture
(Reviewed By)

Mayor Harold Perrin
May 1, 2017
Page 3

Your signature on this copy will authorize us to commence work. Please sign, date and return one copy for our files.

CITY OF JONESBORO, ARKANSAS

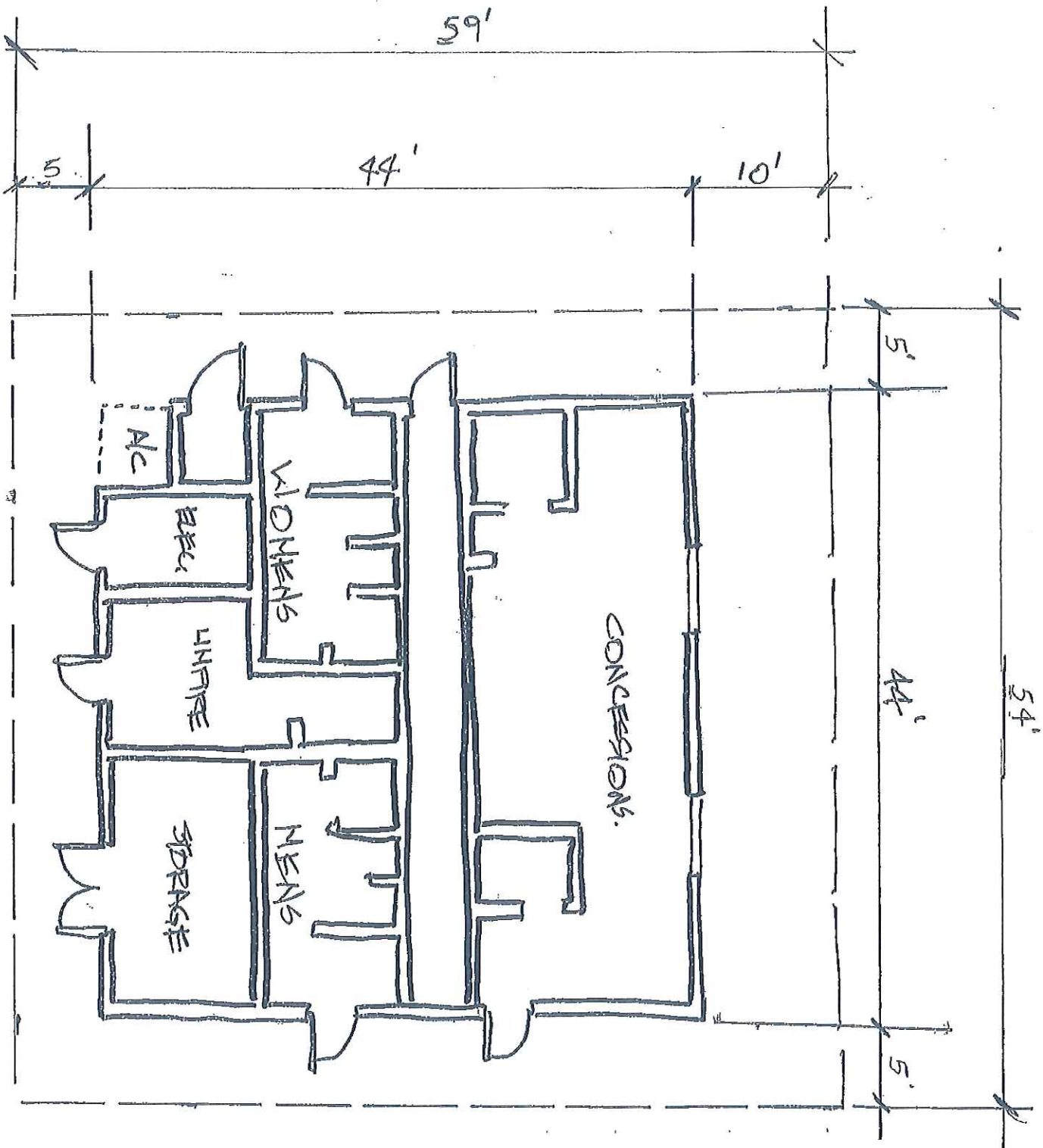
BY: _____
Mayor Harold Perrin

Date

Attest: _____
Donna Jackson, City Clerk

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Legislation Details (With Text)

File #:	ORD-17:036	Version:	1	Name:	Abandonment as 4221 & 4225 Villa Cove
Type:	Ordinance	Status:		Status:	First Reading
File created:	6/5/2017	In control:		In control:	City Council
On agenda:		Final action:		Final action:	
Title:	ORDINANCE TO VACATE AND ABANDON AN UNIMPROVED FIFTEEN FEET (15') WIDE DRAINAGE EASEMENT ACROSS 4221 AND 4225 VILLA COVE AS REQUESTED BY BRIAN AND LINDY CARTER				
Sponsors:					
Indexes:	Abandonment				
Code sections:					
Attachments:	Utility Letters Plats Petition Engineering & Planning Dept. Letter				

Date	Ver.	Action By	Action	Result
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ORDINANCE TO VACATE AND ABANDON AN UNIMPROVED FIFTEEN FEET (15') WIDE DRAINAGE EASEMENT

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

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

LEGAL DESCRIPTION:

A fifteen (15') drainage easement across lots 9 & 8 parallel to the south property lines, of The Villas at Sage Meadows Phase II in the City of Jonesboro, recorded in the Circuit Clerk's office of Craighead County, Book 'C' Page 251 in the Craighead County Courthouse located in Jonesboro, Arkansas, and being more particularly described as follows: from the Southeast Corner of said Lot 8; thence North 74°51'45" West 57.25 feet; thence South 89°46'34" West 175.70 feet; thence North 00°13'52" West 15.00 feet; thence North 89°46'34" East 177.72 feet; thence South 74°51'54" East 50.64 feet; thence South 14°47'04" East 17.31 feet to the point of beginning proper, having an area of 3,459.86 square feet, 0.08 acres more or less.

SECTION 2: A copy of the ordinance certified by the City Clerk shall be filed in the office of the Recorder of Craighead County, Arkansas, and shall be filed in the Deed Records of such office.

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



Anthony Martinez
Manager-Lead OSP Planning
& Engineering Design

AT&T - Arkansas
723 S. Church, Rm. B27
Jonesboro, AR 72401
870.972.7596 Phone
870.972.7558 Fax

May 1, 2017

Anthony Martinez
AT&T - Arkansas
723 S. Church, Rm. B27
Jonesboro, AR 72401

Dear Mr. Wood,

Please see page 2 of this document for approval of abandonment of the existing 15' drainage easement in question. Re: Request to concur with the abandonment of a fifteen (15') drainage easement across lots 8 & 9 parallel to the south property lines, of The Villas at Sage Meadows Phase II in the City of Jonesboro, recorded in the Circuit Clerk's office of Craighead County, Book 'C' Page 251 in the Craighead County Courthouse located in Jonesboro, Arkansas, as shown on the attached plat. Please be aware that this approval will not take effect until a hard copy has been delivered to the City of Jonesboro city clerk (Donna Jackson). The delivery of the hard copy must be completed by Brandon Wood Engineering & Surveying or an associate of theirs.

Sincerely,

A handwritten signature in black ink, appearing to be "AM" followed by a long horizontal stroke.

Anthony Martinez
Manager-Lead OSP Planning
& Engineering Design



Anthony Martinez
Manager-Lead OSP Planning
& Engineering Design

AT&T - Arkansas
723 S. Church, Rm. B27
Jonesboro, AR 72401
870.972.7596 Phone
870.972.7558 Fax

UTILITY RELEASE FORM

TELECOMMUNICATIONS EASEMENT ABANDONMENT REQUEST

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

Re: Request to concur with the abandonment of a fifteen (15') drainage easement across lots 8 & 9 parallel to the south property lines, of The Villas at Sage Meadows Phase II in the City of Jonesboro, recorded in the Circuit Clerk's office of Craighead County, Book 'C' Page 251 in the Craighead County Courthouse located in Jonesboro, Arkansas, as shown on the attached plat.

UTILITY COMPANY COMMENTS:

- No objections to the vacation(s) described above.
- No objections to the vacation(s) described above, provided the following described easements are retained.
- Objections to the vacation(s) described above, reason described below:

Anthony Martinez
Manager-Lead OSP Planning
& Engineering Design

Signature of Utility Company Representative:



Date: 05/01/2017



CenterPoint Energy
401 W. Capitol, Suite 600
Little Rock, AR 72201
CenterPointEnergy.com

UTILITY RELEASE FORM

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

Utility Company: CenterPoint Energy Date: 5/4/2017

Requested Abandonment: A PART OF LOTS 8 & 9 OF THE VILLAS AT SAGE MEADOWS PHASE II.

Legal Description:

ABANDON A PART OF LOTS 8 & 9 OF THE VILLAS AT SAGE MEADOWS PHASE II RECORDED IN PLAT CABINET "C", PAGE 251, CRAIGHEAD COUNTY, ARKANSAS, SECTION 35, TOWNSHIP 15 NORTH, RANGE 4 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

From the Southeast Corner of said Lot 8; thence North 74°51'45" West 57.25 feet; thence South 89°46'34" West 175.70 feet; thence North 00°13'52" West 15.00 feet; thence North 89°46'34" East 177.72 feet; thence South 74°51'54" East 50.64 feet; thence South 14°47'04" East 17.31 feet to the point of beginning proper, having an area of 3,459.86 square feet, 0.08 acres more or less.

UTILITY COMPANY COMMENTS:

No objections to the abandonment(s) described above.

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

Objects to the abandonment(s) described above, reason described below.

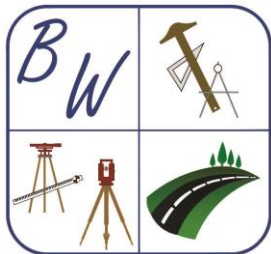
Described reasons for objection or easements to be retained.

[Empty box for describing reasons for objection or easements to be retained]

Clark Muth
Signature of Utility Company Representative

5-4-17

Engineer
Title



**BRANDON WOOD, P.E., P.S.
ENGINEERING & SURVEYING**

112 CR 7625
BROOKLAND, AR 72417
PHONE NO: (870) 930-7504
E-MAIL: BWOOD@WOODENGR.COM
WWW.BWOODENGINEERING.COM

February 27, 2017

Centerpoint Energy
613 Southwest Drive
Jonesboro, AR. 72401

**RE: The Villas at Sage Meadows Phase II lots 8 & 9
Drainage Easement Abandonment Concurrence Letter Request**

To Whom It May Concern,

Please accept this letter as a formal request to concur with the abandonment of a fifteen (15') drainage easement across lots 8 & 9 parallel to the south property lines, of The Villas at Sage Meadows Phase II in the City of Jonesboro, recorded in the Circuit Clerk's office of Craighead County, Book 'C' Page 251 in the Craighead County Courthouse located in Jonesboro, Arkansas, as shown on the attached plat.

Please provide a letter to the city clerk, Donna Jackson, indicating Centerpoint Energy concurs with the request.

Please reply by letter to Donna Jackson at P.O. Box 1845 Jonesboro, AR 72403 with a hard copy of the letter and by email at djackson@jonesboro.org. Also, please send a copy to me at bwood@woodengr.com.

Thanks for your assistance.

If you have any questions, contact me at (870) 930-7504 or bwood@woodengr.com at your convenience.

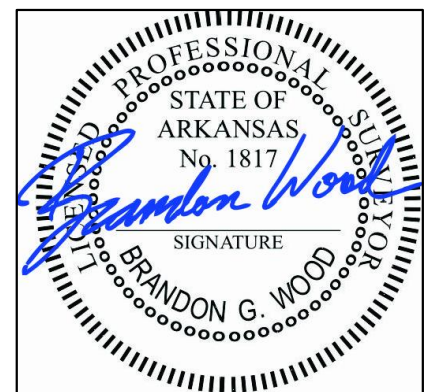
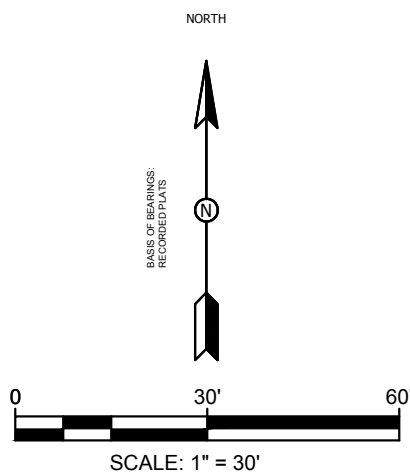
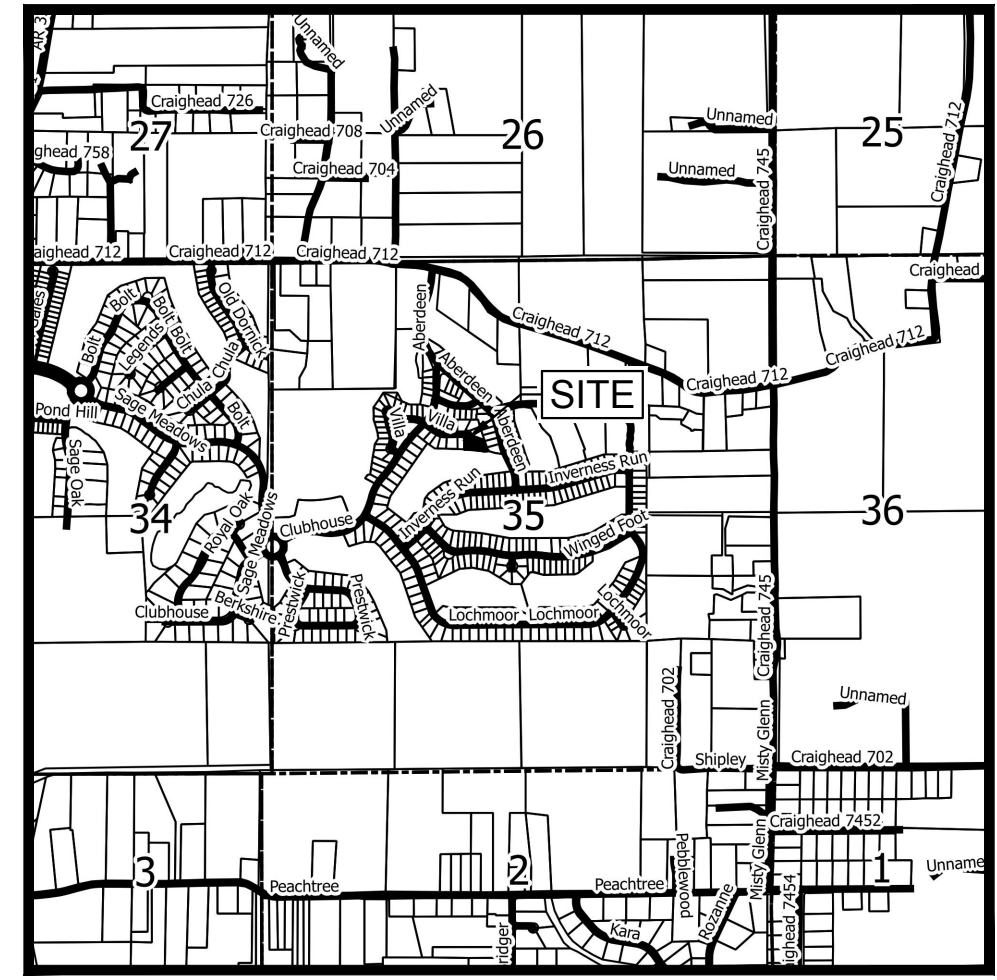
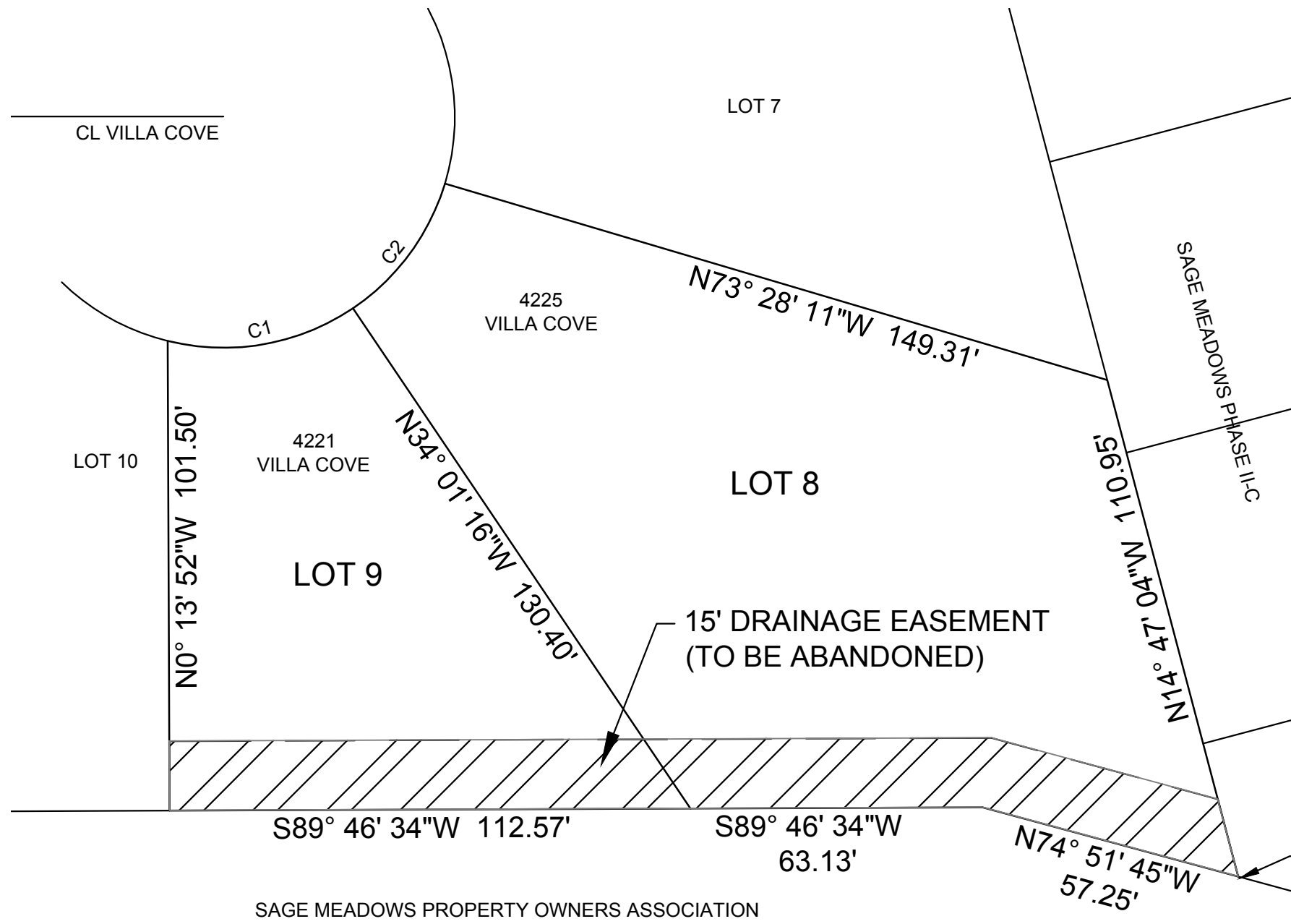
Sincerely,

Brandon Wood, P.E., P.S., CPESC, GISP

DESCRIPTION OF EASEMENT TO BE ABANDONED:

A PART OF LOTS 8 & 9 OF THE VILLAS AT SAGE MEADOWS PHASE II RECORDED IN PLAT CABINET "C", PAGE 251, CRAIGHEAD COUNTY, ARKANSAS, SECTION 35, TOWNSHIP 15 NORTH, RANGE 4 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

From the Southeast Corner of said Lot 8; thence North 74°51'45" West 57.25 feet; thence South 89°46'34" West 175.70 feet; thence North 00°13'52" West 15.00 feet; thence North 89°46'34" East 177.72 feet; thence South 74°51'54" East 50.64 feet; thence South 14°47'04" East 17.31 feet to the point of beginning proper, having an area of 3,459.86 square feet, 0.08 acres more or less.



BRANDON G. WOOD
ARKANSAS SURVEYOR
1817

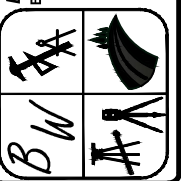
ABANDONMENT PLAT
FOR LOTS 8 & 9 OF THE VILLAS AT SAGE MEADOWS PHASE II
JONESBORO, CRAIGHEAD COUNTY, ARKANSAS

CLIENT: BRIAN & LINDY CARTER

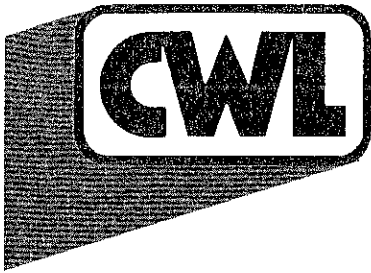
DATE: 3/1/17
REV:

DRAWN BY: BGW

BRANDON WOOD, P.E., P.S.
ENGINEERING & SURVEYING
112 CR 7625
BROOKLAND, AR 72417
PH: (870) 930-7504
FAX: (870) 972-0027
BWOOD@WOODENGR.COM
WWW.BWOODENGINEERING.COM



SAGE MEADOWS PROPERTY OWNERS ASSOCIATION



Owned by the Citizens of Jonesboro

April 17, 2017

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

Re: Drainage Easement Abandonment
Lots 8 & 9
The Villas @ Sage Meadows Phase II
City of Jonesboro
Craighead County, Arkansas

Dear Donna:

City Water and Light has no objection with the abandonment of the fifteen (15) foot drainage easement, parallel to the south property line, of the Lots 8 & 9 of The Villas at Sage Meadows Phase II, in the City of Jonesboro, recorded in the Circuit Clerk's office of Craighead County, Book "C" Page 251 in the Craighead County Courthouse located in Jonesboro, Arkansas, as shown on this attached sketch.

Please call if more information is needed. -

Sincerely,

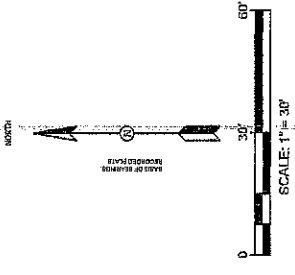
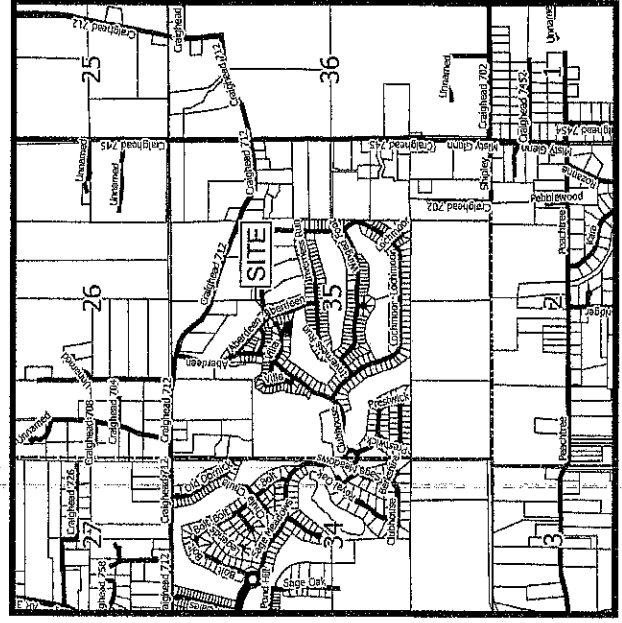
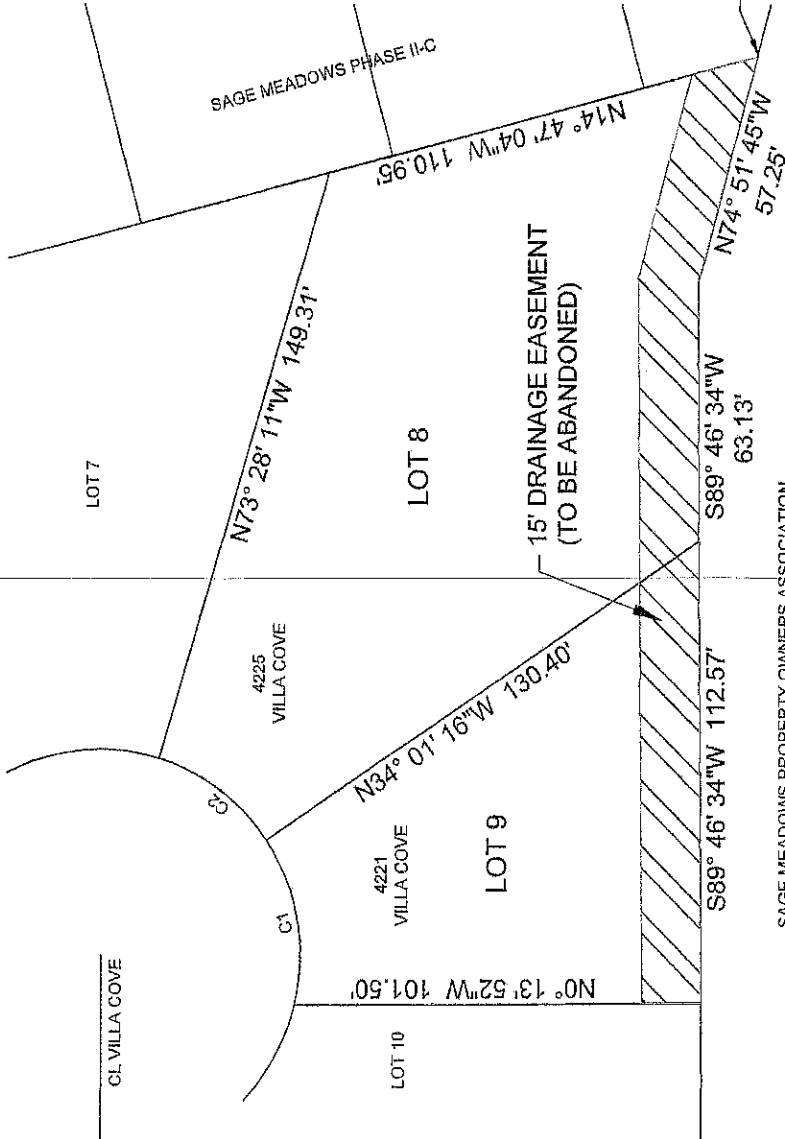
A handwritten signature in black ink, appearing to read "Jake Rice, III". The signature is fluid and cursive, with a long horizontal stroke extending to the left.

Jake Rice, III, P.E.
Manager, City Water & Light

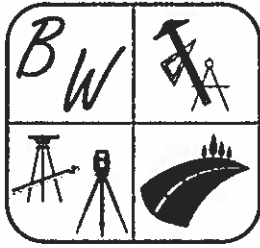
Enclosure

Cc: Brandon Wood

DESCRIPTION OF EASEMENT TO BE ABANDONED:
 A PART OF LOTS 8 & 9 OF THE VILLAS AT SAGE MEADOWS PHASE II RECORDED IN PLAT CABINET "C", PAGE 251, CRAIGHEAD COUNTY, ARKANSAS, SECTION 35, TOWNSHIP 15 NORTH, RANGE 4 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 From the Southeast Corner of said Lot 8, thence North 74°51'45" West 57.25 feet; thence South 89°46'34" West 175.70 feet; thence North 00°13'52" West 15.00 feet; thence North 89°46'34" East 177.72 feet; thence South 74°51'45" East 50.84 feet; thence South 14°47'04" East 17.31 feet to the point of beginning proper, having an area of 3,459.86 square feet, 0.08 acres more or less.



PROFESSIONAL SURVEYOR
 STATE OF ARKANSAS
 No. 1817
 SIGNATURE
 BRANDON G. WOOD



**BRANDON WOOD, P.E., P.S.
ENGINEERING & SURVEYING**

112 OR 7625
BROOKLAND, AR 72417
PHONE NO: (870) 930-7504
E-MAIL: bwood@woodengr.com
[WWW.BWOODENGINEERING.COM](http://www.bwoodengineering.com)

February 27, 2017

Ritter Communications
Rich Busby
2400 Ritter Drive
Jonesboro, AR. 72401

**RE: The Villas at Sage Meadows Phase II lots 8 & 9
Drainage Easement Abandonment Concurrence Letter Request**

Ms. Busby,

Please accept this letter as a formal request to concur with the abandonment of a fifteen (15') drainage easement across lots 8 & 9 parallel to the south property lines, of The Villas at Sage Meadows Phase II in the City of Jonesboro, recorded in the Circuit Clerk's office of Craighead County, Book 'C' Page 251 in the Craighead County Courthouse located in Jonesboro, Arkansas, as shown on the attached plat.

Please provide a letter to the city clerk, Donna Jackson, indicating Ritter concurs with the request.

Please reply by letter to Donna Jackson at P.O. Box 1845 Jonesboro, AR 72403 with a hard copy of the letter or by email at NNottingham@jonesboro.org. Also, please send a copy to me at bwood@woodengr.com.

Thanks for your assistance.

If you have any questions, contact me at (870) 930-7504 or bwood@woodengr.com at your convenience.

Sincerely,

Brandon Wood, P.E., P.S., CPESC, GISP

Ritter Communications Inc.
2400 Ritter Dr
Jonesboro, AR 72401

UTILITY RELEASE FORM

Telecommunications Easement Abandonment Request

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

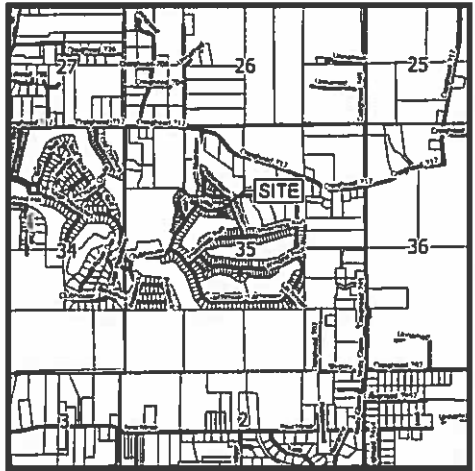
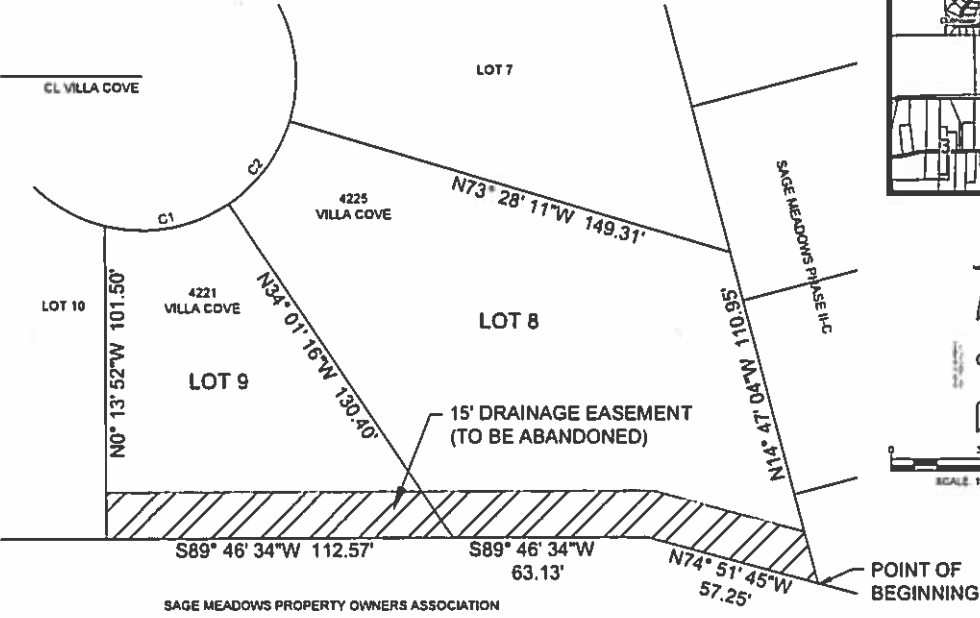
Please accept this letter as a formal request to concur with the abandonment of a fifteen (15') drainage easement across lots 8 & 9 parallel to the south property lines, of The Villas at Sage Meadows Phase II in the City of Jonesboro, recorded in the Circuit Clerk's office of Craighead County, Book 'C' Page 251 in the Craighead County Courthouse located in Jonesboro, Arkansas, as shown on the attached plat.

UTILITY COMPANY COMMENTS:

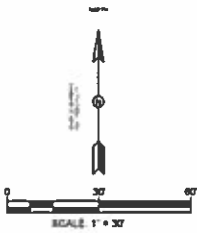
- No objections to the vacation(s) described above.
- No objections to the vacation(s) described above, provided the following described easements are retained.
- Objects to the vacation(s) described above, reason described below:

Alice Martin *Alice Martin*
Engineering Supervisor

DESCRIPTION OF EASEMENT TO BE ABANDONED.
 A PART OF LOTS 8 & 9 OF THE VILLAS AT SAGE MEADOWS PHASE II
 RECORDED IN PLAT CABINET "C" PAGE 231 CRAIGHEAD COUNTY, ARKANSAS,
 SECTION 35 TOWNSHIP 15 NORTH, RANGE 4 EAST, BEING MORE
 PARTICULARLY DESCRIBED AS FOLLOWS
 From the Southeast Corner of said Lot 8, thence North 74° 51' 45" West 57.25 feet,
 thence South 89° 46' 34" West 175.70 feet, thence North 00° 13' 52" West 15.00 feet,
 thence North 89° 46' 34" East 177.72 feet, thence South 74° 51' 45" East 50.84 feet,
 thence South 14° 47' 04" East 17.31 feet to the point of beginning proper, having an area of
 3,459.86 square feet, 0.08 acres more or less.



VICINITY MAP
 (NOT TO SCALE)



ABANDONMENT PLAT
 FOR LOTS 8 & 9 OF THE VILLAS AT SAGE MEADOWS PHASE II
 JONESBORO, CRAIGHEAD COUNTY, ARKANSAS
 CLIENT: BRIAN & LINDY CARTER

BRANDON G. WOOD, P.L.S.
 112 S.W. 10th St.
 Jonesboro, Arkansas 72403
 Phone: (501) 932-1111
 Fax: (501) 932-1112
 www.brandongwood.com



To: Brandon Wood Engineering, Inc.

From: Suddenlink Communications, Inc.

Date: March 21 2017

Re: Easement Abandonment

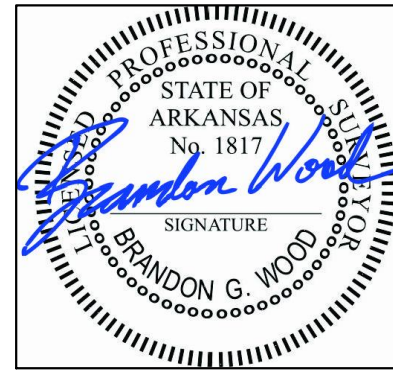
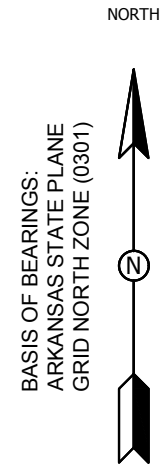
Suddenlink Communications, Inc. has no objection with the abandonment of a fifteen (15') drainage easement across lots 8 & 9 and Lot 12 parallel to the south property lines, of The Villas at Sage Meadows Phase II in the City of Jonesboro, recorded in the Circuit Clerk's office of Craighead County, Book 'C' Page 251 in the Craighead County Courthouse located in Jonesboro, Arkansas, as shown on the attached plat.

Respectfully,

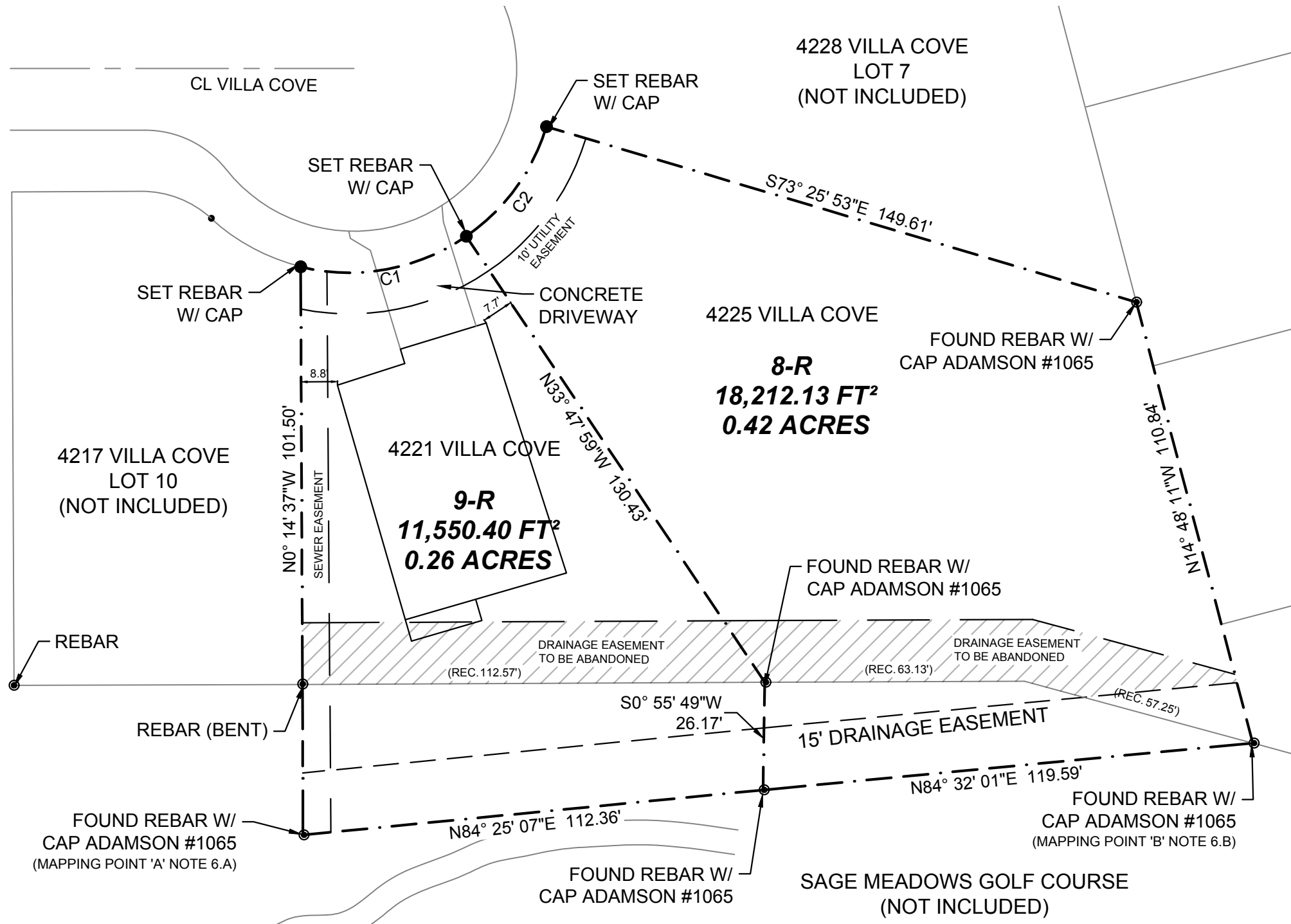
Joey Roach

Construction Planner
Suddenlink Communications, Inc.
870.897.5697 | Email: joey.roach@suddenlink.com

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	42.18'	50.0'	48°19'30"	N 79°32'14" E	40.94'
C2	33.64'	50.0'	38°32'54"	N 36°08'53" E	33.01'



LEGEND	
	FOUND IRON PIPE (AS NOTED)
	FOUND REBAR (AS NOTED)
	SET 1/2" REBAR W/ 8 WOOD P.S. # 1817 CAP
	CALCULATED CORNER
	COTTON PICKER SPINDLE (AS NOTED)
	PK / MAG NAIL (AS NOTED)
	MONUMENT (AS NOTED)
	BENCHMARK (CONTROL POINT)
	BOUNDARY LINE
	EASEMENT LINE
	ROAD CENTERLINE
	OVERHEAD ELECTRIC
	POWER POLE
	TELEPHONE PEDESTAL
	SANITARY SEWER MANHOLE



DESCRIPTION:
 CARTER REPLAT OF LOTS 8 & 9 OF THE VILLAS AT SAGE MEADOWS PHASE II RECORDED IN PLAT CABINET 'C', PAGE 251, LOCATED IN CRAIGHEAD COUNTY CIRCUIT CLERK'S OFFICE, JONESBORO ARKANSAS.

HAVING AN AREA OF 29,76253 SQUARE FEET, 0.68 ACRES MORE OR LESS, BEING SUBJECT TO ALL PUBLIC AND PRIVATE ROAD EASEMENTS.

- SURVEYOR'S NOTES:**
- SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD OR ANY OTHER FACTS THAT AN ACCURATE TITLE SEARCH MAY DISCLOSE.
 - THIS SURVEY MAKES NO WARRANTY TO THE EXACT LOCATION OF THE UTILITIES SHOWN OR NOT SHOWN ON THIS PLAT.
 - SUBJECT PROPERTY IS ZONED R-3. BUILDING SETBACKS: FRONT - 20', SIDE - 7.5', REAR - 20'.
 - THE PROPERTY DOES NOT LIE IN THE FLOODPLAIN BY GRAPHICAL PLOTTING AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP (FIRM); PANEL NO. 05031C0061C, EFFECTIVE DATE SEPTEMBER 27, 1991.
 - THE FOLLOWING DOCUMENTS WERE USED AS REFERENCES FOR THIS SURVEY:
 - PLAT - THE VILLAS AT SAGE MEADOWS PHASE II, CRAIGHEAD COUNTY COURTHOUSE, PLAT CABINET 'C', PAGE 251, DATED 9/12/2014.
 - UNRECORDED PLAT - CARTER REHR REPLAT BY ADAMSON SURVEYING, DATED 4/17/2016.
 - MAPPING POINTS:
 - NORTHING: 568,565.20; EASTING: 1,717,327.54
 - NORTHING: 568,587.52; EASTING: 1,717,558.42

OWNER'S CERTIFICATION

WE, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE ABOVE DESCRIBED PROPERTY AND HAVE CAUSED SAME TO BE SURVEYED AS SHOWN HEREON AND DEDICATE THE PERPETUAL USE OF ALL STREETS AND EASEMENTS AS NOTED.

PRINTED NAME: _____ PRINTED NAME: _____
 SIGNATURE: _____ SIGNATURE: _____
 TITLE: _____ TITLE: _____

SURVEYOR'S CERTIFICATION:

I, BRANDON G. WOOD, CERTIFY THAT THE SURVEY SHOWN HERON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF "ARKANSAS STANDARDS OF PRACTICE FOR PROPERTY BOUNDARY SURVEYS AND PLATS".

BRANDON G. WOOD, P.S. # 1817

STATE CODE: 500-15N-04E-0-35-420-16-1817

BRANDON G. WOOD
 ARKANSAS SURVEYOR
 # 1817

CARTER REPLAT OF LOTS 8 & 9 OF THE VILLAS AT
 SAGE MEADOWS PHASE II
 JONESBORO, CRAIGHEAD COUNTY, ARKANSAS

CLIENT: BRIAN & LINDY CARTER

DATE: 2/28/17
 REV: _____

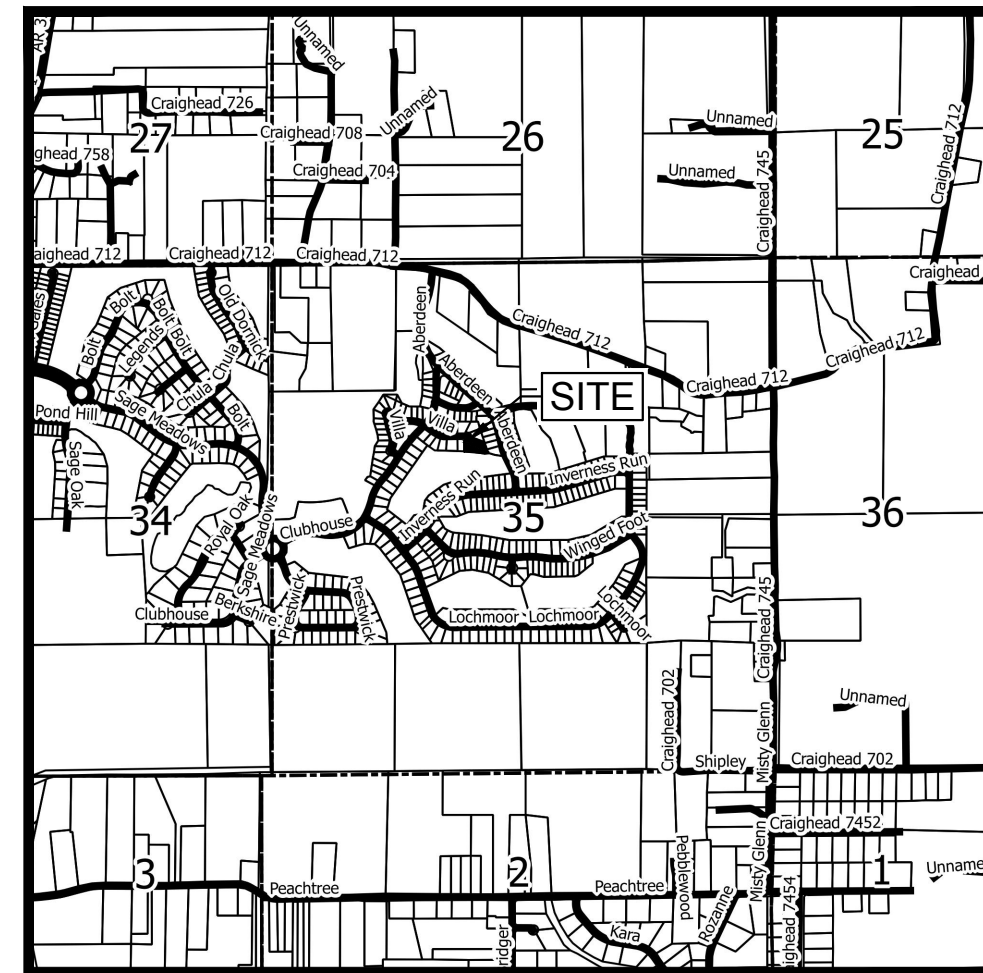
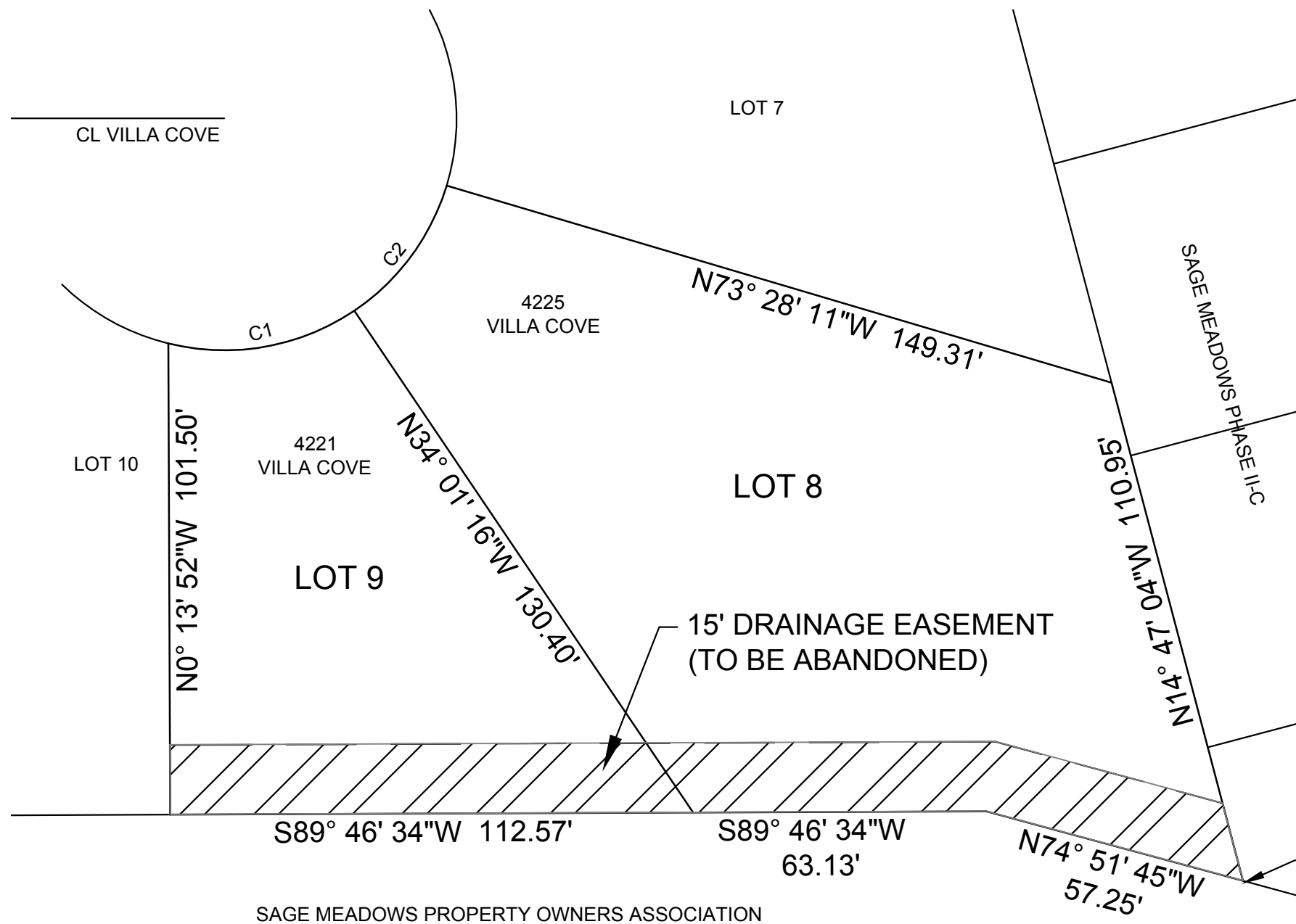
DRAWN BY: BGW

BRANDON WOOD, P.E., P.S.
 ENGINEERING & SURVEYING
 112 CR 7625
 BROOKLAND, AR 72417
 PH: (870) 930-7504
 FAX: (870) 972-0027
 BWOOD@WOODENGR.COM
 WWW.BWOODENGINEERING.COM

DESCRIPTION OF EASEMENT TO BE ABANDONED:

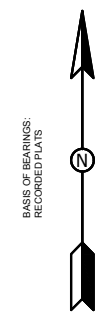
A PART OF LOTS 8 & 9 OF THE VILLAS AT SAGE MEADOWS PHASE II RECORDED IN PLAT CABINET "C", PAGE 251, CRAIGHEAD COUNTY, ARKANSAS, SECTION 35, TOWNSHIP 15 NORTH, RANGE 4 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

From the Southeast Corner of said Lot 8; thence North 74°51'45" West 57.25 feet; thence South 89°46'34" West 175.70 feet; thence North 00°13'52" West 15.00 feet; thence North 89°46'34" East 177.72 feet; thence South 74°51'54" East 50.64 feet; thence South 14°47'04" East 17.31 feet to the point of beginning proper, having an area of 3,459.86 square feet, 0.08 acres more or less.

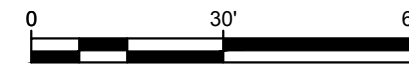


VICINITY MAP
(NOT TO SCALE)

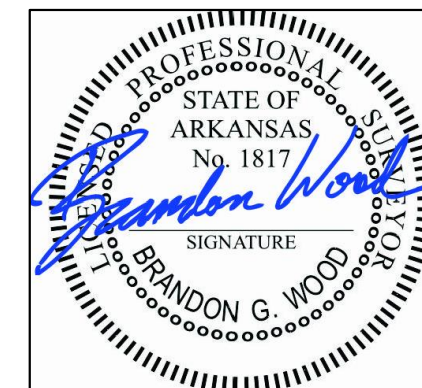
NORTH



BASES OF BEARINGS:
RECORDED PLATS



SCALE: 1" = 30'



SAGE MEADOWS PROPERTY OWNERS ASSOCIATION

BRANDON G. WOOD
ARKANSAS SURVEYOR
1817

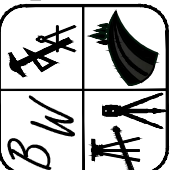
ABANDONMENT PLAT
FOR LOTS 8 & 9 OF THE VILLAS AT SAGE MEADOWS PHASE II
JONESBORO, CRAIGHEAD COUNTY, ARKANSAS
CLIENT: BRIAN & LINDY CARTER

DATE: 3/1/17
REV:

DRAWN BY: BGW

BRANDON WOOD, P.E., P.S.
ENGINEERING & SURVEYING

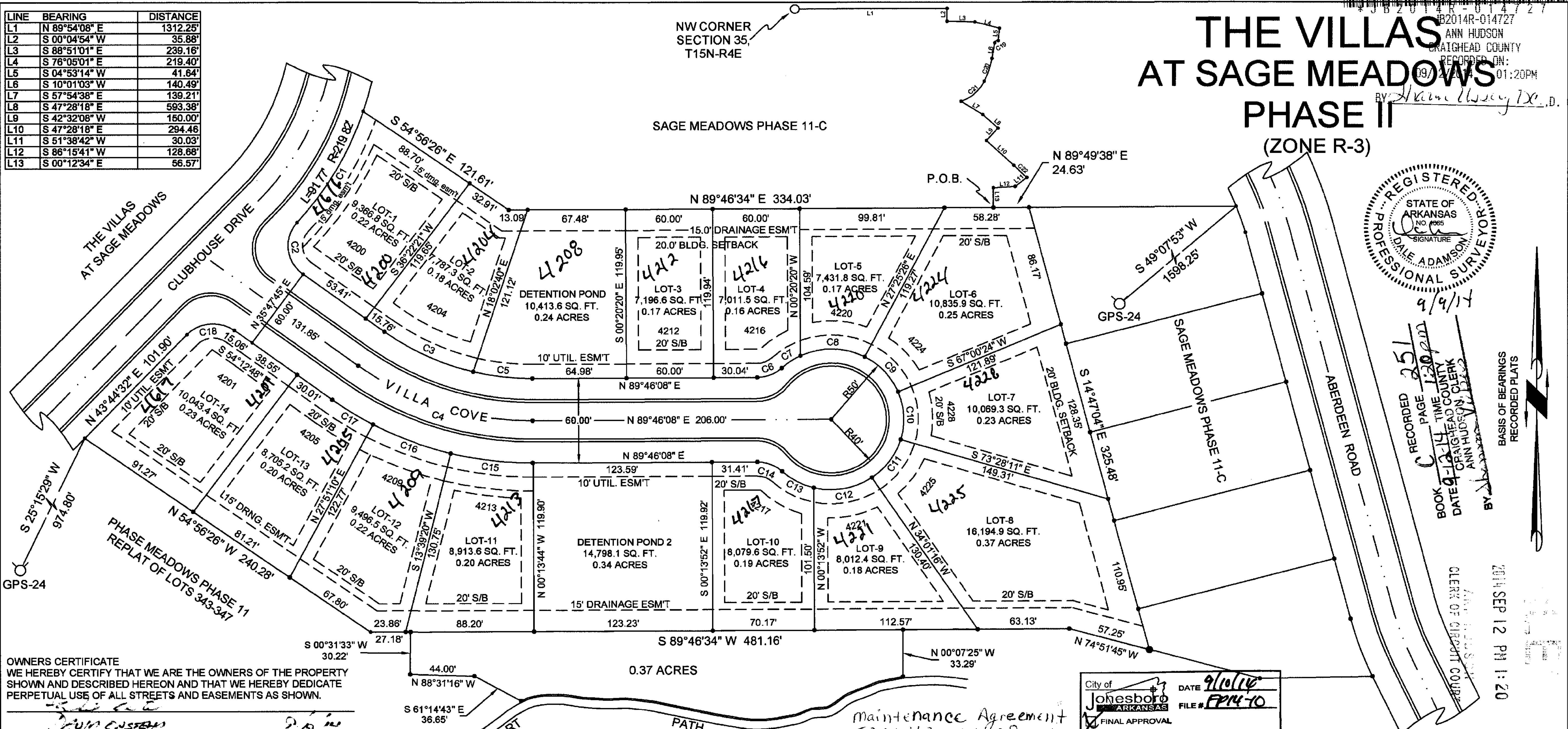
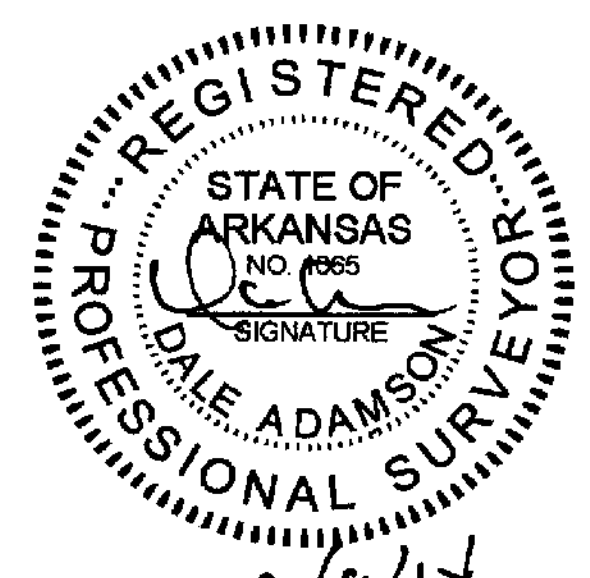
112 CR 7625
BROOKLAND, AR 72417
PH: (870) 930-7504
FAX: (870) 972-0027
BWOOD@WOODENGR.COM
WWW.BWOODENGINEERING.COM



LINE	BEARING	DISTANCE
L1	N 89°54'08" E	1312.25'
L2	S 00°04'54" W	35.88'
L3	S 88°51'01" E	239.16'
L4	S 76°05'01" E	219.40'
L5	S 04°53'14" W	41.64'
L6	S 10°01'03" W	140.49'
L7	S 57°54'38" E	139.21'
L8	S 47°28'18" E	593.38'
L9	S 42°32'08" W	150.00'
L10	S 47°28'18" E	294.46'
L11	S 51°38'42" W	30.03'
L12	S 86°15'41" W	128.68'
L13	S 00°12'34" E	56.57'

NW CORNER SECTION 35, T15N-R4E

THE VILLAS AT SAGE MEADOWS PHASE II (ZONE R-3)



OWNERS CERTIFICATE
 WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT WE HEREBY DEDICATE PERPETUAL USE OF ALL STREETS AND EASEMENTS AS SHOWN.

OWNERS SIGNATURE: *[Signature]* DATE: *[Date]*

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	219.82'	91.77'	91.10'	N 30°00'21" E	23°55'08"
C2	25.00'	41.60'	36.96'	N 06°32'22" W	95°20'25"
C3	170.00'	67.49'	67.05'	S 65°00'04" E	22°44'52"
C5	170.00'	41.11'	41.01'	S 83°18'11" E	13°51'22"
C6	25.00'	18.68'	18.25'	N 68°21'27" E	42°49'22"
C7	50.00'	15.64'	15.58'	N 55°54'30" E	17°55'28"
C8	50.00'	45.86'	44.27'	S 88°51'10" E	52°33'12"
C9	50.00'	34.54'	33.86'	S 42°47'05" E	39°34'58"
C10	50.00'	34.75'	34.05'	S 03°05'01" E	39°49'10"
C11	50.00'	34.17'	33.51'	S 36°24'09" W	39°09'10"
C12	50.00'	41.85'	40.64'	S 79°57'27" W	47°57'24"
C13	50.00'	25.03'	24.77'	N 61°43'32" W	28°40'38"
C14	25.00'	18.69'	18.26'	N 68°48'33" W	42°50'39"
C15	230.00'	57.04'	56.89'	N 83°07'36" W	14°12'32"
C16	230.00'	56.80'	56.66'	N 68°56'50" W	14°09'01"
C17	230.00'	33.10'	33.07'	N 57°44'59" W	8°14'41"
C18	25.00'	35.80'	32.82'	N 84°46'22" E	82°03'40"
C19	25.00'	41.41'	36.84'	N 57°28'12" E	94°54'17"
C20	780.00'	214.49'	213.74'	N 17°27'17" E	15°45'21"
C21	352.00'	274.45'	267.55'	S 03°25'46" W	44°40'25"
C22	250.00'	29.09'	29.07'	S 44°08'18" E	6°40'01"

A PART OF THE SE 1/4 OF THE NW 1/4 OF SECTION 35, T15N-R4E, CRAIGHEAD COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCE AT THE NW CORNER OF SAID SECTION 35; THENCE N 89°54'08" E 1312.25 FEET; THENCE S 00°04'54" W 35.88 FEET; THENCE S 88°51'01" E 239.16 FEET; THENCE S 76°05'01" E 219.40 FEET; THENCE S 04°53'14" W 41.64 FEET; THENCE ON A CURVE TO THE LEFT RADIUS 25.00 FEET ARC LENGTH 41.41 FEET; THENCE S 10°01'03" W 140.49 FEET; THENCE ON A CURVE TO RIGHT RADIUS 780.00 FEET ARC LENGTH 214.49 FEET; THENCE ON A CURVE TO THE LEFT RADIUS 352.00 FEET ARC LENGTH 274.45 FEET; THENCE S 57°54'38" E 139.21 FEET; THENCE S 47°28'18" E 593.38 FEET; THENCE S 42°32'08" W 150.00 FEET; THENCE S 47°28'18" E 294.46 FEET; THENCE ON A CURVE TO THE RIGHT RADIUS 250.00 FEET ARC LENGTH 29.09 FEET; THENCE S 51°38'42" W 30.03 FEET; THENCE S 86°15'41" W 128.68 FEET; THENCE S 00°12'34" E 56.57 FEET TO THE POINT OF BEGINNING; THENCE N 89°49'38" E 24.63 FEET; THENCE S 14°47'04" E 325.48 FEET; THENCE N 74°51'45" W 57.25 FEET; THENCE S 89°46'34" W 481.16 FEET; THENCE N 54°56'26" W 240.28 FEET; THENCE N 43°44'32" E 101.90 FEET; THENCE ON A CURVE TO THE RIGHT RADIUS 25.00 FEET ARC 35.80 FEET; THENCE S 54°12'48" E 15.06 FEET; THENCE N 35°47'45" E 60.00 FEET; THENCE ON A CURVE TO THE RIGHT RADIUS 25.00 FEET ARC 41.60 FEET CHORD BEARING N 06°32'22" W 36.96 FEET; THENCE ON A CURVE TO THE LEFT RADIUS 219.82 FEET ARC 91.77 FEET CHORD BEARING N 30°00'21" E 91.10 FEET; THENCE S 54°56'26" E 121.61 FEET; THENCE N 89°46'34" E 334.03 FEET TO THE POINT OF BEGINNING, CONTAINING 4.21 ACRES, MORE OR LESS.

City of Jonesboro, Arkansas
 DATE: 9/10/14
 FILE #: FPM-10
 FINAL APPROVAL
 PRELIMINARY (NOT FOR RECORDING)
 PLANNING DEPT: *[Signature]*
 ENGINEERING DEPT: *[Signature]*

0' 60' 120' 180'

PLAT OF SURVEY

C & O ENTERPRISES LLC
 P.O. BOX 19068, JONESBORO, AR 72403

ADAMSON SURVEYING, 1504 BRANCHWOOD LANE, JONESBORO ARKANSAS, 72404 PH: 932-5900 PLAN SCALE: 1" = 60.00'

REVISION	DATE	SHEET
9/9/2014	02/05/2014	ONE OF ONE

PETITION

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

PETITION TO VACATE A FIFTEEN (15') FEET WIDE DRAINAGE EASEMENT.

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

LEGAL DESCRIPTION:

A fifteen (15') drainage easement across lots 9 & 8 parallel to the south property lines, of The Villas at Sage Meadows Phase II in the City of Jonesboro, recorded in the Circuit Clerk's office of Craighead County, Book 'C' Page 251 in the Craighead County Courthouse located in Jonesboro, Arkansas, and being more particularly described as follows: from the Southeast Corner of said Lot 8; thence North 74°51'45" West 57.25 feet; thence South 89°46'34" West 175.70 feet; thence North 00°13'52" West 15.00 feet; thence North 89°46'34" East 177.72 feet; thence South 74°51'54" East 50.64 feet; thence South 14°47'04" East 17.31 feet to the point of beginning proper, having an area of 3,459.86 square feet, 0.08 acres more or less.

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

DATED this 10th day of March, 2017.

PROPERTY OWNER NAME AND ADDRESS

Brian & Lindy Carter
4221 Villa Cove
Jonesboro, AR 72401

Brian Carter 3-10-17
Signature Date

Lindy Carter 3-10-17
Signature Date

Subscribed and sworn to before me this 10th day of March, 2017.



Michelle Dean
NOTARY

Expiration Date: 03-02-26



May 4, 2017

Brandon Wood, P.E., P.S.
Wood Engineering & Surveying
112 CR 7625
Brookland, AR 72401

Re: Drainage Easement Abandonment – The Villas at Sage Meadows Phase II Lots 8 & 9

Dear Mr. Wood:

The City of Jonesboro Engineering and Planning Departments concur with the abandonment of a 15' drainage easement across lots 8 & 9 parallel to the south property lines, of The Villas at Sage Meadows Phase II in the City of Jonesboro, recorded in the Circuit Clerk's office of Craighead County, Book "C" Page 251 in the Craighead County Courthouse located in Jonesboro, Arkansas, as shown on the attached abandonment plat, with the following condition:

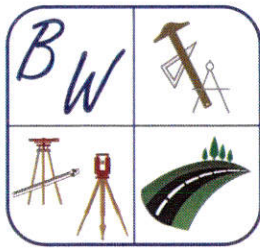
- 1.) The attached "Carter Replat of lots 8 & 9 of the Villas at Sage Meadows Phase II" be recorded in the Circuit Clerk's office of Craighead County prior to the final abandonment of the existing 15' drainage easement.

Please call if more information is needed.

Sincerely,

Craig Light, PE, CFM
City Engineer

Derrel Smith
City Planner



**BRANDON WOOD, P.E., P.S.
ENGINEERING & SURVEYING**

112 CR 7625
BROOKLAND, AR 72417
PHONE NO: (870) 930-7504
E-MAIL: [BWOOD@WOODENGR.COM](mailto:bwood@woodengr.com)
WWW.BWOODENGINEERING.COM

February 27, 2017

City of Jonesboro
Engineering Department
Craig Light – Engineering Director
300 S. Church St.
Jonesboro, AR. 72401

**RE: The Villas at Sage Meadows Phase II lots 8 & 9
Drainage Easement Abandonment Concurrence Letter Request**

Mr. Light,

Please accept this letter as a formal request to concur with the abandonment of a fifteen (15') drainage easement across lots 8 & 9 parallel to the south property lines, of The Villas at Sage Meadows Phase II in the City of Jonesboro, recorded in the Circuit Clerk's office of Craighead County, Book 'C' Page 251 in the Craighead County Courthouse located in Jonesboro, Arkansas, as shown on the attached plat.

Please provide a letter to the city clerk, Donna Jackson, indicating City of Jonesboro Planning Department concurs with the request.

Please reply by letter to Nikki Nottingham in Donna Jackson's office by email. Also, please send a copy to me at bwood@woodengr.com.

Thanks for your assistance.

If you have any questions, contact me at (870) 930-7504 or bwood@woodengr.com at your convenience.

Sincerely,

Brandon Wood, P.E., P.S., CPESC, GISP



Legislation Details (With Text)

File #: ORD-17:037 **Version:** 1 **Name:** Abandonment at 4209 Villa Cove
Type: Ordinance **Status:** First Reading
File created: 6/5/2017 **In control:** City Council
On agenda: **Final action:**
Title: ORDINANCE TO VACATE AND ABANDON AN UNIMPROVED FIFTEEN FEET (15') WIDE DRAINAGE EASEMENT ACROSS 4209 VILLA COVE AS REQUESTED BY TONY AND KIM FUTRELL
Sponsors:
Indexes: Abandonment
Code sections:
Attachments: [Petition](#)
[Plats](#)
[Utility Letters](#)
[Engineering & Planning Dept. Letter](#)

Date	Ver.	Action By	Action	Result
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ORDINANCE TO VACATE AND ABANDON AN UNIMPROVED FIFTEEN FEET (15') WIDE DRAINAGE EASEMENT

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

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

LEGAL DESCRIPTION:

A fifteen (15') drainage easement across lot 12 parallel to the south property lines, of The Villas at Sage Meadows Phase II in the City of Jonesboro, recorded in the Circuit Clerk's office of Craighead County, Book 'C' Page 251 in the Craighead County Courthouse located in Jonesboro, Arkansas, and being more particularly described as follows: from the Southeast Corner of said Lot 12; thence South 89°46'34" West 23.86 feet; thence North 54°56'26" West 67.80 feet; thence North 27°51'10" East 15.12 feet; thence South 54°56'26" East 64.93 feet; thence North 89°46'34" East 22.80 feet; thence South 13°39'20" West 15.45 feet to the point of beginning proper, having an area of 1,345.37 square feet, 0.03 acres more or less.

SECTION 2: A copy of the ordinance certified by the City Clerk shall be filed in the office of the Recorder of Craighead County, Arkansas, and shall be filed in the Deed Records of such office.

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

PETITION

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

PETITION TO VACATE A FIFTEEN (15') FEET WIDE DRAINAGE EASEMENT.

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

LEGAL DESCRIPTION:

A fifteen (15') drainage easement across lot 12 parallel to the south property lines, of The Villas at Sage Meadows Phase II in the City of Jonesboro, recorded in the Circuit Clerk's office of Craighead County, Book 'C' Page 251 in the Craighead County Courthouse located in Jonesboro, Arkansas, and being more particularly described as follows: from the Southeast Corner of said Lot 12; thence South 89°46'34" West 23.86 feet; thence North 54°56'26" West 67.80 feet; thence North 27°51'10" East 15.12 feet; thence South 54°56'26" East 64.93 feet; thence North 89°46'34" East 22.80 feet; thence South 13°39'20" West 15.45 feet to the point of beginning proper, having an area of 1,345.37 square feet, 0.03 acres more or less.

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

DATED this 20th day of March, 2017.

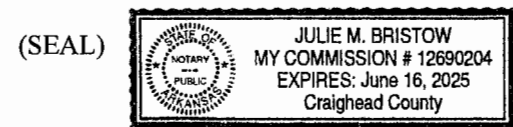
PROPERTY OWNER NAME AND ADDRESS

Tony & Kim Futrell
4209 Villa Cove
Jonesboro, AR 72401

[Signature] _____
Signature Date

Kim Futrell 3-19-17
Signature Date

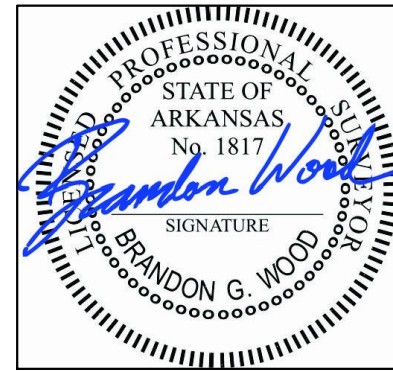
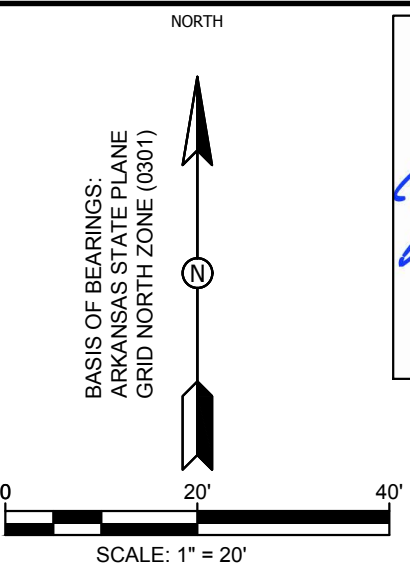
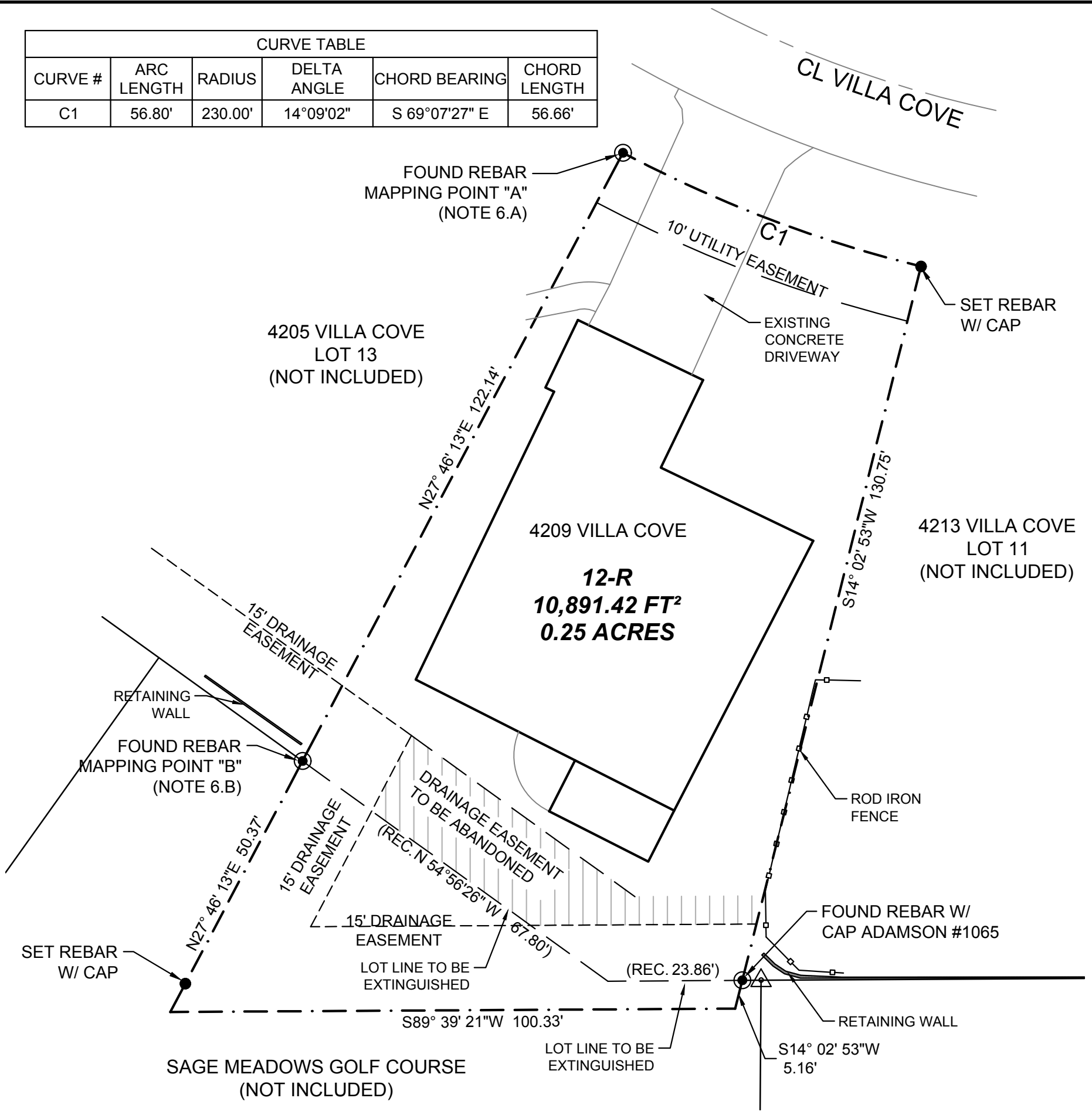
Subscribed and sworn to before me this 19th day of March, 2017.



[Signature]
NOTARY

Expiration Date: 6/16/25

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	56.80'	230.00'	14°09'02"	S 69°07'27" E	56.66'



LEGEND	
	FOUND IRON PIPE (AS NOTED)
	FOUND REBAR (AS NOTED)
	SET 1/2" REBAR W/ B. WOOD P.S. # 1817 CAP
	CALCULATED CORNER
	COTTON PICKER SPINDLE (AS NOTED)
	PK / MAG NAIL (AS NOTED)
	MONUMENT (AS NOTED)
	BENCHMARK (CONTROL POINT)
	BOUNDARY LINE
	EASEMENT LINE
	ROAD CENTERLINE
	OVERHEAD ELECTRIC
	POWER POLE
	TELEPHONE PEDESTAL
	SANITARY SEWER MANHOLE

DESCRIPTION:
 FUTRELL REPLAT OF LOT 12 OF THE VILLAS AT SAGE MEADOWS PHASE II RECORDED IN PLAT CABINET 'C', PAGE 251, LOCATED IN CRAIGHEAD COUNTY CIRCUIT CLERK'S OFFICE, JONESBORO ARKANSAS.

HAVING AN AREA OF 10,894.42 SQUARE FEET, 0.25 ACRES MORE OR LESS, BEING SUBJECT TO ALL PUBLIC AND PRIVATE ROAD EASEMENTS.

- SURVEYOR'S NOTES:**
- SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD OR ANY OTHER FACTS THAT AN ACCURATE TITLE SEARCH MAY DISCLOSE.
 - THIS SURVEY MAKES NO WARRANTY TO THE EXACT LOCATION OF THE UTILITIES SHOWN OR NOT SHOWN ON THIS PLAT.
 - SUBJECT PROPERTY IS ZONED R-3. BUILDING SETBACKS: FRONT - 20', SIDE - 7.5', REAR - 20'.
 - THE PROPERTY DOES NOT LIE IN THE FLOODPLAIN BY GRAPHICAL PLOTTING AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP (FIRM); PANEL NO. 05031C0061C, EFFECTIVE DATE SEPTEMBER 27, 1991.
 - THE FOLLOWING DOCUMENTS WERE USED AS REFERENCES FOR THIS SURVEY:
 - PLAT - THE VILLAS AT SAGE MEADOWS PHASE II, CRAIGHEAD COUNTY COURTHOUSE, PLAT CABINET 'C', PAGE 251, DATED 9/12/2014.
 - MAPPING POINTS:
 - NORTHING: 568,747.61; EASTING: 1,717,024.61
 - NORTHING: 568,639.54; EASTING: 1,716,967.70

OWNER'S CERTIFICATION

WE, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE ABOVE DESCRIBED PROPERTY AND HAVE CAUSED SAME TO BE SURVEYED AS SHOWN HEREON AND DEDICATE THE PERPETUAL USE OF ALL STREETS AND EASEMENTS AS NOTED.

PRINTED NAME: _____ PRINTED NAME: _____
 SIGNATURE: _____ SIGNATURE: _____
 TITLE: _____ TITLE: _____

SURVEYOR'S CERTIFICATION:

I, BRANDON G. WOOD, CERTIFY THAT THE SURVEY SHOWN HERON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF "ARKANSAS STANDARDS OF PRACTICE FOR PROPERTY BOUNDARY SURVEYS AND PLATS".

BRANDON G. WOOD, P.S. # 1817

STATE CODE: 500-15N-04E-0-35-420-16-1817

BRANDON G. WOOD
 ARKANSAS SURVEYOR
 # 1817

**FUTRELL REPLAT OF LOT 12 OF THE VILLAS AT
 SAGE MEADOWS PHASE II
 JONESBORO, CRAIGHEAD COUNTY, ARKANSAS**

CLIENT: TONY & KIM FUTRELL

DATE: 4/9/17
 REV: _____

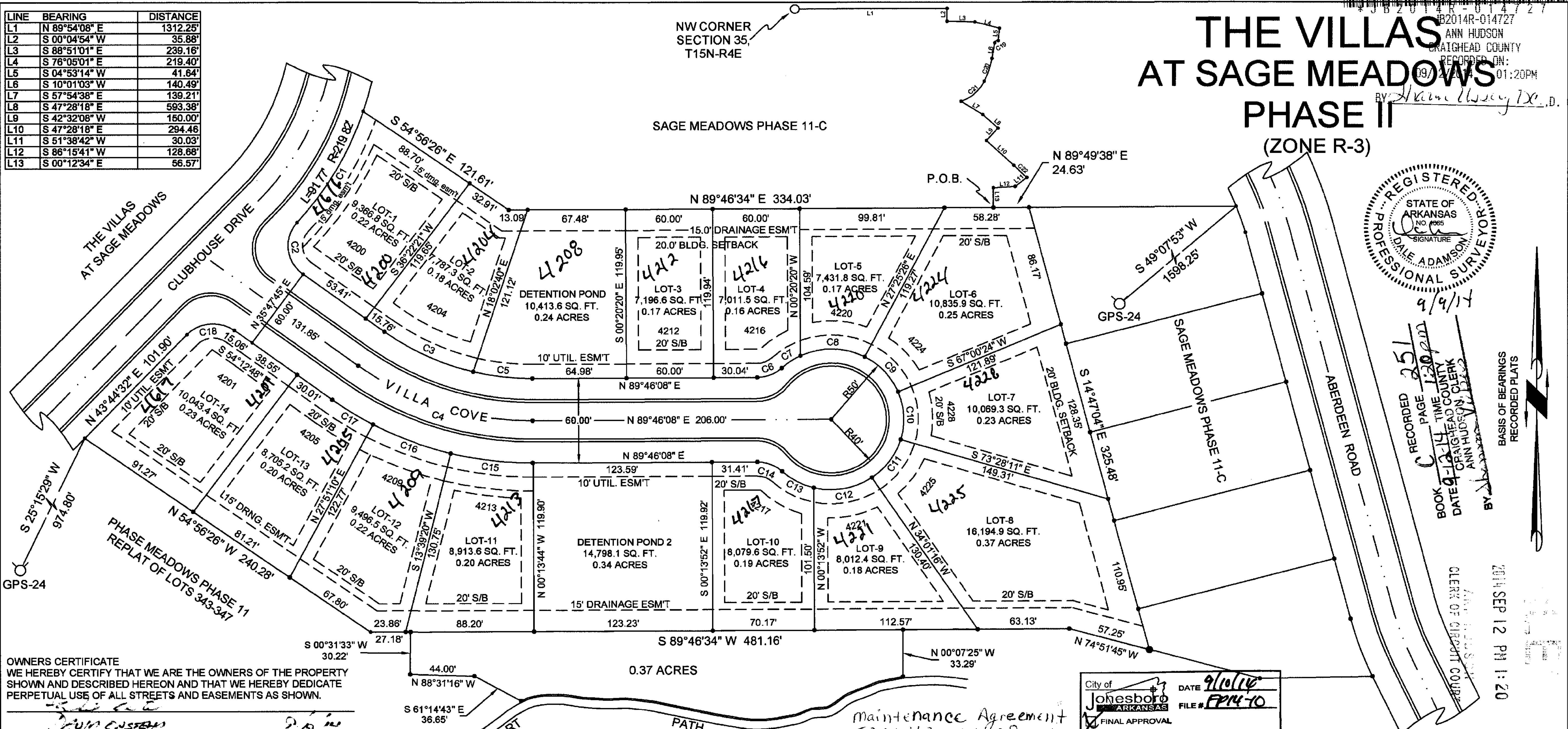
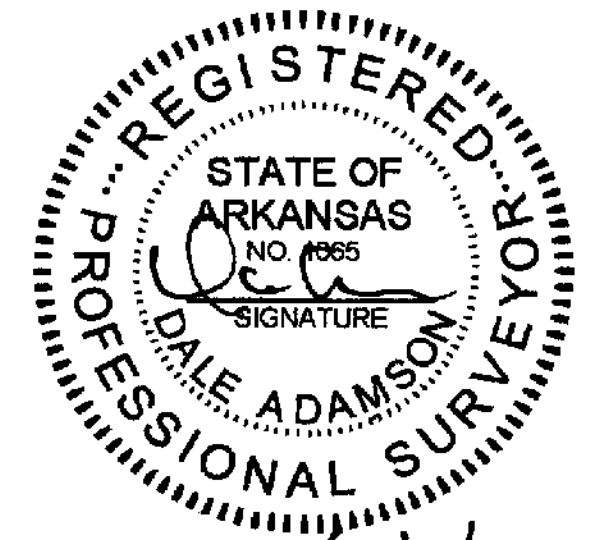
DRAWN BY: BGW

BRANDON WOOD, P.E., P.S.
 ENGINEERING & SURVEYING
 112 CR 7625
 BROOKLAND, AR 72417
 PH: (870) 930-7504
 FAX: (870) 972-0027
 BWOOD@WOODENGR.COM
 WWW.BWOODENGINEERING.COM

LINE	BEARING	DISTANCE
L1	N 89°54'08" E	1312.25'
L2	S 00°04'54" W	35.88'
L3	S 88°51'01" E	239.16'
L4	S 76°05'01" E	219.40'
L5	S 04°53'14" W	41.64'
L6	S 10°01'03" W	140.49'
L7	S 57°54'38" E	139.21'
L8	S 47°28'18" E	593.38'
L9	S 42°32'08" W	150.00'
L10	S 47°28'18" E	294.46'
L11	S 51°38'42" W	30.03'
L12	S 86°15'41" W	128.68'
L13	S 00°12'34" E	56.57'

NW CORNER
SECTION 35,
T15N-R4E

THE VILLAS AT SAGE MEADOWS PHASE II (ZONE R-3)



OWNERS CERTIFICATE
WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT WE HEREBY DEDICATE PERPETUAL USE OF ALL STREETS AND EASEMENTS AS SHOWN.

OWNERS SIGNATURE: *[Signature]* DATE: *[Date]*

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
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C7	50.00'	15.64'	15.58'	N 55°54'30" E	17°55'28"
C8	50.00'	45.86'	44.27'	S 88°51'10" E	52°33'12"
C9	50.00'	34.54'	33.86'	S 42°47'05" E	39°34'58"
C10	50.00'	34.75'	34.05'	S 03°05'01" E	39°49'10"
C11	50.00'	34.17'	33.51'	S 36°24'09" W	39°09'10"
C12	50.00'	41.85'	40.64'	S 79°57'27" W	47°57'24"
C13	50.00'	25.03'	24.77'	N 61°43'32" W	28°40'38"
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C20	780.00'	214.49'	213.74'	N 17°27'17" E	15°45'21"
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C22	250.00'	29.09'	29.07'	S 44°08'18" E	6°40'01"

A PART OF THE SE 1/4 OF THE NW 1/4 OF SECTION 35, T15N-R4E, CRAIGHEAD COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCE AT THE NW CORNER OF SAID SECTION 35; THENCE N 89°54'08" E 1312.25 FEET; THENCE S 00°04'54" W 35.88 FEET; THENCE S 88°51'01" E 239.16 FEET; THENCE S 76°05'01" E 219.40 FEET; THENCE S 04°53'14" W 41.64 FEET; THENCE ON A CURVE TO THE LEFT RADIUS 25.00 FEET ARC LENGTH 41.41 FEET; THENCE S 10°01'03" W 140.49 FEET; THENCE ON A CURVE TO RIGHT RADIUS 780.00 FEET ARC LENGTH 214.49 FEET; THENCE ON A CURVE TO THE LEFT RADIUS 352.00 FEET ARC LENGTH 274.45 FEET; THENCE S 57°54'38" E 139.21 FEET; THENCE S 47°28'18" E 593.38 FEET; THENCE S 42°32'08" W 150.00 FEET; THENCE S 47°28'18" E 294.46 FEET; THENCE ON A CURVE TO THE RIGHT RADIUS 250.00 FEET ARC LENGTH 29.09 FEET; THENCE S 51°38'42" W 30.03 FEET; THENCE S 86°15'41" W 128.68 FEET; THENCE S 00°12'34" E 56.57 FEET TO THE POINT OF BEGINNING; THENCE N 89°49'38" E 24.63 FEET; THENCE S 14°47'04" E 325.48 FEET; THENCE N 74°51'45" W 57.25 FEET; THENCE S 89°46'34" W 481.16 FEET; THENCE N 54°56'26" W 240.28 FEET; THENCE N 43°44'32" E 101.90 FEET; THENCE ON A CURVE TO THE RIGHT RADIUS 25.00 FEET ARC 35.80 FEET; THENCE S 54°12'48" E 15.06 FEET; THENCE N 35°47'45" E 60.00 FEET; THENCE ON A CURVE TO THE RIGHT RADIUS 25.00 FEET ARC 41.60 FEET CHORD BEARING N 06°32'22" W 36.96 FEET; THENCE ON A CURVE TO THE LEFT RADIUS 219.82 FEET ARC 91.77 FEET CHORD BEARING N 30°00'21" E 91.10 FEET; THENCE S 54°56'26" E 121.61 FEET; THENCE N 89°46'34" E 334.03 FEET TO THE POINT OF BEGINNING, CONTAINING 4.21 ACRES, MORE OR LESS.

City of **Jonesboro** ARKANSAS DATE **9/10/14** FILE # **FP14-10**

FINAL APPROVAL
 PRELIMINARY (NOT FOR RECORDING)

APPROVED BY: *[Signature]*

PLANNING DEPT. *[Signature]* ENGINEERING DEPT. *[Signature]*

PLAT OF SURVEY
C & O ENTERPRISES LLC
P.O. BOX 19068, JONESBORO, AR 72403

ADAMSON SURVEYING, 1504 BRANCHWOOD LANE, JONESBORO ARKANSAS, 72404 PH: 932-5900 PLAN SCALE: 1" = 60.00'

REVISION	DATE	SHEET
9/9/2014	02/05/2014	ONE OF ONE



Anthony Martinez
Manager-Lead OSP Planning
& Engineering Design

AT&T - Arkansas
723 S. Church, Rm. B27
Jonesboro, AR 72401
870.972.7596 Phone
870.972.7558 Fax

May 1, 2017

Anthony Martinez
AT&T - Arkansas
723 S. Church, Rm. B27
Jonesboro, AR 72401

Dear Mr. Wood,

Please see page 2 of this document for approval of abandonment of the existing 15' drainage easement in question. Re: Request to concur with the abandonment of a fifteen (15') drainage easement across lot 12 parallel to the south property lines, of The Villas at Sage Meadows Phase II in the City of Jonesboro, recorded in the Circuit Clerk's office of Craighead County, Book 'C' Page 251 in the Craighead County Courthouse located in Jonesboro, Arkansas, as shown on the attached plat. Please be aware that this approval will not take effect until a hard copy has been delivered to the City of Jonesboro city clerk (Donna Jackson). The delivery of the hard copy must be completed by Brandon Wood Engineering & Surveying or an associate of theirs.

Sincerely,

A handwritten signature in black ink, appearing to read "AM", followed by a long horizontal line that ends in a loop.

Anthony Martinez
Manager-Lead OSP Planning
& Engineering Design



Anthony Martinez
Manager-Lead OSP Planning
& Engineering Design

AT&T - Arkansas
723 S. Church, Rm. B27
Jonesboro, AR 72401
870.972.7596 Phone
870.972.7558 Fax

UTILITY RELEASE FORM

TELECOMMUNICATIONS EASEMENT ABANDONMENT REQUEST

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

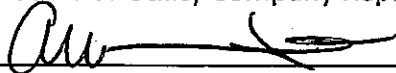
Re: Request to concur with the abandonment of a fifteen (15') drainage easement across lot 12 parallel to the south property lines, of The Villas at Sage Meadows Phase II in the City of Jonesboro, recorded in the Circuit Clerk's office of Craighead County, Book 'C' Page 251 in the Craighead County Courthouse located in Jonesboro, Arkansas, as shown on the attached plat.

UTILITY COMPANY COMMENTS:

- No objections to the vacation(s) described above.
- No objections to the vacation(s) described above, provided the following described easements are retained.
- Objections to the vacation(s) described above, reason described below:

Anthony Martinez
Manager-Lead OSP Planning
& Engineering Design

Signature of Utility Company Representative:



Date: 05/01/2017



CenterPoint Energy
401 W. Capitol, Suite 600
Little Rock, AR 72201
CenterPointEnergy.com

UTILITY RELEASE FORM

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

Utility Company: CenterPoint Energy Date: 5/4/2017

Requested Abandonment: A PART OF LOT 12 OF THE VILLAS AT SAGE MEADOWS PHASE II.

Legal Description:

ABANDON A PART OF LOT 12 OF THE VILLAS AT SAGE MEADOWS PHASE II RECORDED IN PLAT CABINET "C", PAGE 251, CRAIGHEAD COUNTY, ARKANSAS, SECTION 35, TOWNSHIP 15 NORTH, RANGE 4 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

From the Southeast Corner of said Lot 12; thence South 89°46'34" West 23.86 feet; thence North 54°56'26" West 67.80 feet; thence North 27°51'10" East 15.12 feet; thence South 54°56'26" East 64.93 feet; thence North 89°46'34" East 22.80 feet; thence South 13°39'20" West 15.45 feet to the point of beginning proper, having an area of 1,345.37 square feet, 0.03 acres more or less.

UTILITY COMPANY COMMENTS:

No objections to the abandonment(s) described above.

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

Objects to the abandonment(s) described above, reason described below.

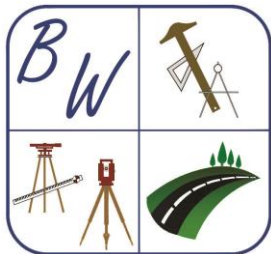
Described reasons for objection or easements to be retained.

[Empty box for describing reasons for objection or easements to be retained]

Clark [Signature]
Signature of Utility Company Representative

5-4-17

Engineer
Title



**BRANDON WOOD, P.E., P.S.
ENGINEERING & SURVEYING**

112 CR 7625
BROOKLAND, AR 72417
PHONE NO: (870) 930-7504
E-MAIL: [BWOOD@WOODENGR.COM](mailto:bwood@woodengr.com)
WWW.BWOODENGINEERING.COM

February 27, 2017

Centerpoint Energy
613 Southwest Drive
Jonesboro, AR. 72401

**RE: The Villas at Sage Meadows Phase II lot 12
Drainage Easement Abandonment Concurrence Letter Request**

To Whom It May Concern,

Please accept this letter as a formal request to concur with the abandonment of a fifteen (15') drainage easement across lot 12 parallel to the south property lines, of The Villas at Sage Meadows Phase II in the City of Jonesboro, recorded in the Circuit Clerk's office of Craighead County, Book 'C' Page 251 in the Craighead County Courthouse located in Jonesboro, Arkansas, as shown on the attached plat.

Please provide a letter to the city clerk, Donna Jackson, indicating Centerpoint Energy concurs with the request.

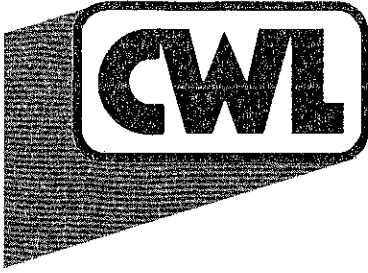
Please reply by letter to Donna Jackson at P.O. Box 1845 Jonesboro, AR 72403 with a hard copy of the letter and by email at djackson@jonesboro.org. Also, please send a copy to me at bwood@woodengr.com.

Thanks for your assistance.

If you have any questions, contact me at (870) 930-7504 or bwood@woodengr.com at your convenience.

Sincerely,

Brandon Wood, P.E., P.S., CPESC, GISP



Owned by the Citizens of Jonesboro

April 17, 2017

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

Re: Drainage Easement Abandonment
Lot 12
The Villas @ Sage Meadows Phase II
City of Jonesboro
Craighead County, Arkansas

Dear Donna:

City Water and Light has no objection with the abandonment of the fifteen (15) foot drainage easement, parallel to the south property line, of the Lot 12 of The Villas at Sage Meadows Phase II, in the City of Jonesboro, recorded in the Circuit Clerk's office of Craighead County, Book "C" Page 251 in the Craighead County Courthouse located in Jonesboro, Arkansas, as shown on this attached sketch.

Please call if more information is needed.

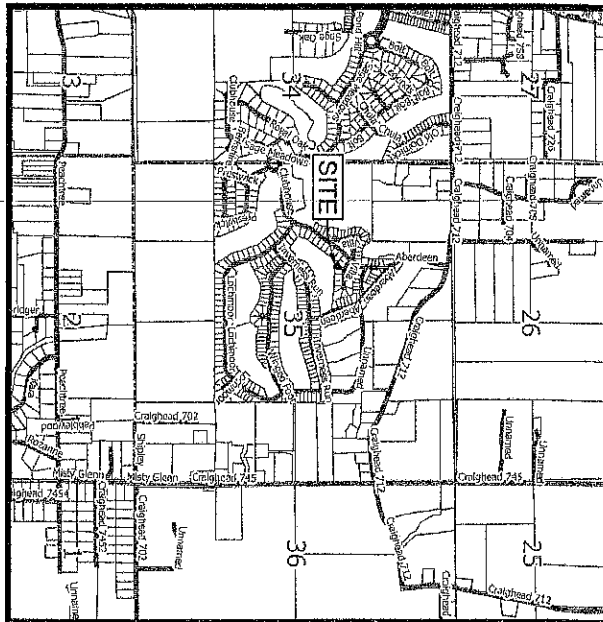
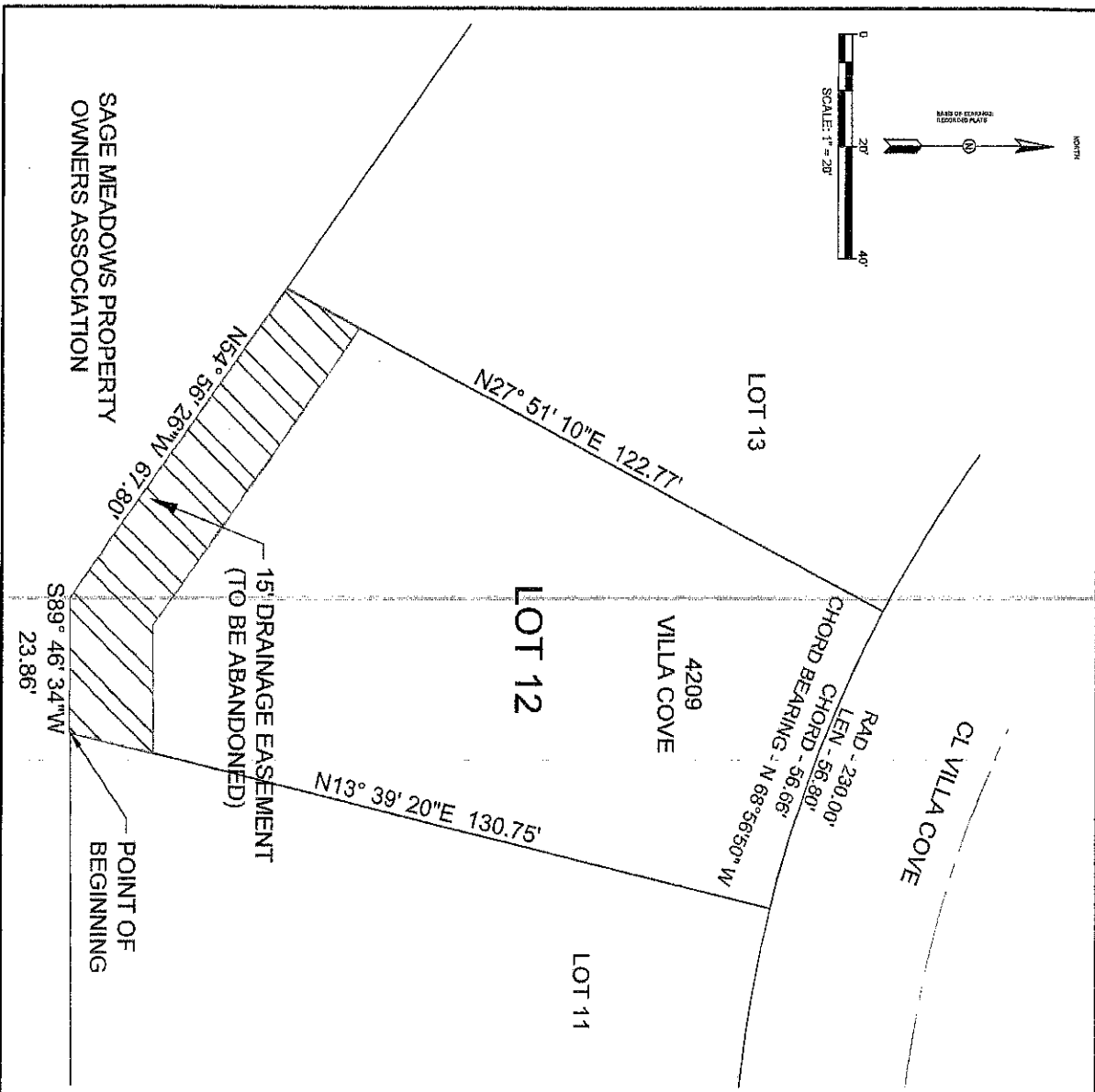
Sincerely,

A handwritten signature in black ink, appearing to read 'Jake Rice, III', is written over a horizontal line.

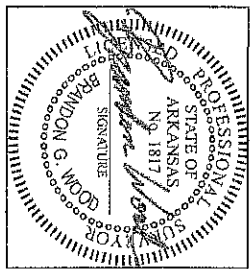
Jake Rice, III, P.E.
Manager, City Water & Light

Enclosure

Cc: Brandon Wood



DESCRIPTION OF EASEMENT TO BE ABANDONED:
 A PART OF LOT 12 OF THE VILLAS AT SAGE MEADOWS PHASE II RECORDED IN PLAT CABINET "C", PAGE 281, CRAIGHEAD COUNTY, ARKANSAS, SECTION 35, TOWNSHIP 15 NORTH, RANGE 4 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 From the Southeast Corner of said Lot 12, thence South 89° 46' 34" West 23.86 feet; thence North 54° 56' 26" West 67.80 feet; thence North 27° 51' 10" East 15.12 feet; thence South 54° 56' 26" East 64.93 feet; thence North 89° 46' 34" East 22.80 feet; thence South 13° 39' 20" West 15.45 feet to the point of beginning proper, having an area of 1,345.57 square feet, 0.03 acres more or less.



BRANDON WOOD, P.E., P.S.
 ENGINEERING & SURVEYING

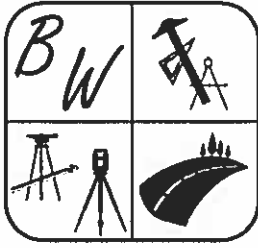
112 CR 7625
 BROOKLAND, AR 72417
 PH: (870) 624-7114
 FAX: (870) 672-4927
 RWOOD@WOODENGR.COM
 WWW.WOODENGR.COM

DATE: 02/21/17
 SHEET: 001/01

ABANDONMENT PLAT
 FOR LOT 12 OF THE VILLAS AT SAGE MEADOWS PHASE II
 JONESBORO, CRAIGHEAD COUNTY, ARKANSAS

CLIENT: TONY & KIM FUTRELL

BRANDON G. WOOD
 PROFESSIONAL ENGINEER
 STATE OF ARKANSAS
 No. 1817



**BRANDON WOOD, P.E., P.S.
ENGINEERING & SURVEYING**

112 CR 7625
BROOKLAND, AR 72417
PHONE NO: (870) 930-7504
E-MAIL: bwood@woodengr.com
[WWW.BWOODENGINEERING.COM](http://www.bwoodengineering.com)

February 27, 2017

Ritter Communications
Rich Busby
2400 Ritter Drive
Jonesboro, AR. 72401

**RE: The Villas at Sage Meadows Phase II lot 12
Drainage Easement Abandonment Concurrence Letter Request**

Ms. Busby,

Please accept this letter as a formal request to concur with the abandonment of a fifteen (15') drainage easement across lot 12 parallel to the south property lines, of The Villas at Sage Meadows Phase II in the City of Jonesboro, recorded in the Circuit Clerk's office of Craighead County, Book 'C' Page 251 in the Craighead County Courthouse located in Jonesboro, Arkansas, as shown on the attached plat.

Please provide a letter to the city clerk, Donna Jackson, indicating Ritter concurs with the request.

Please reply by letter to Donna Jackson at P.O. Box 1845 Jonesboro, AR 72403 with a hard copy of the letter or by email at NNottingham@jonesboro.org. Also, please send a copy to me at bwood@woodengr.com.

Thanks for your assistance.

If you have any questions, contact me at (870) 930-7504 or bwood@woodengr.com at your convenience.

Sincerely,

Brandon Wood, P.E., P.S., CPESC, GISP

Ritter Communications Inc.
2400 Ritter Dr
Jonesboro, AR 72401

UTILITY RELEASE FORM

Telecommunications Easement Abandonment Request

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

Please accept this letter as a formal request to concur with the abandonment of a fifteen (15') drainage easement across lot 12 parallel to the south property lines, of The Villas at Sage Meadows Phase II in the City of Jonesboro, recorded in the Circuit Clerk's office of Craighead County, Book 'C' Page 251 in the Craighead County Courthouse located in Jonesboro, Arkansas, as shown on the attached plat.

- No objections to the vacation(s) described above.
- No objections to the vacation(s) described above, provided the following described easements are retained.
- Objects to the vacation(s) described above, reason described below:

Alice Martin
Engineering Supervisor

Alice Martin



To: Brandon Wood Engineering, Inc.

From: Suddenlink Communications, Inc.

Date: March 21 2017

Re: Easement Abandonment

Suddenlink Communications, Inc. has no objection with the abandonment of a fifteen (15') drainage easement across lots 8 & 9 and Lot 12 parallel to the south property lines, of The Villas at Sage Meadows Phase II in the City of Jonesboro, recorded in the Circuit Clerk's office of Craighead County, Book 'C' Page 251 in the Craighead County Courthouse located in Jonesboro, Arkansas, as shown on the attached plat.

Respectfully,

Joey Roach

Construction Planner
Suddenlink Communications, Inc.
870.897.5697 | Email: joey.roach@suddenlink.com



May 4, 2017

Brandon Wood, P.E., P.S.
Wood Engineering & Surveying
112 CR 7625
Brookland, AR 72401

Re: Drainage Easement Abandonment – The Villas at Sage Meadows Phase II Lot 12

Dear Mr. Wood:

The City of Jonesboro Engineering and Planning Departments concur with the abandonment of a 15' drainage easement across lot 12 parallel to the south property lines, of The Villas at Sage Meadows Phase II in the City of Jonesboro, recorded in the Circuit Clerk's office of Craighead County, Book "C" Page 251 in the Craighead County Courthouse located in Jonesboro, Arkansas, as shown on the attached abandonment plat, with the following condition:

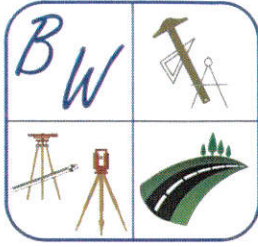
- 1.) The attached "Futrell Replat of lot 12 of the Villas at Sage Meadows Phase II" be recorded in the Circuit Clerk's office of Craighead County prior to the final abandonment of the existing 15' drainage easement.

Please call if more information is needed.

Sincerely,

Craig Light, PE, CFM
City Engineer

Derrel Smith
City Planner



**BRANDON WOOD, P.E., P.S.
ENGINEERING & SURVEYING**

112 CR 7625
BROOKLAND, AR 72417
PHONE NO: (870) 930-7504
E-MAIL: [BWOOD@WOODENGR.COM](mailto:bwood@woodengr.com)
WWW.BWOODENGINEERING.COM

February 27, 2017

City of Jonesboro
Engineering Department
Craig Light, P.E., City Engineer
300 S. Church St.
Jonesboro, AR. 72401

**RE: The Villas at Sage Meadows Phase II lot 12
Drainage Easement Abandonment Concurrence Letter Request**

Mr. Light,

Please accept this letter as a formal request to concur with the abandonment of a fifteen (15') drainage easement across lot 12 parallel to the south property lines, of The Villas at Sage Meadows Phase II in the City of Jonesboro, recorded in the Circuit Clerk's office of Craighead County, Book 'C' Page 251 in the Craighead County Courthouse located in Jonesboro, Arkansas, as shown on the attached plat.

Please provide a letter to the city clerk, Donna Jackson, indicating City of Jonesboro Engineering Department concurs with the request.

Please reply by letter to Nikki Nottingham in Donna Jackson's office by email. Also, please send a copy to me at bwood@woodengr.com.

Thanks for your assistance.

If you have any questions, contact me at (870) 930-7504 or bwood@woodengr.com at your convenience.

Sincerely,

Brandon Wood, P.E., P.S., CPESC, GISP

BRANDON G. WOOD
 ARKANSAS SURVEYOR
 No. 1817

DATE: 4/8/17
 REV:

UNAPPROVED BY: ROW

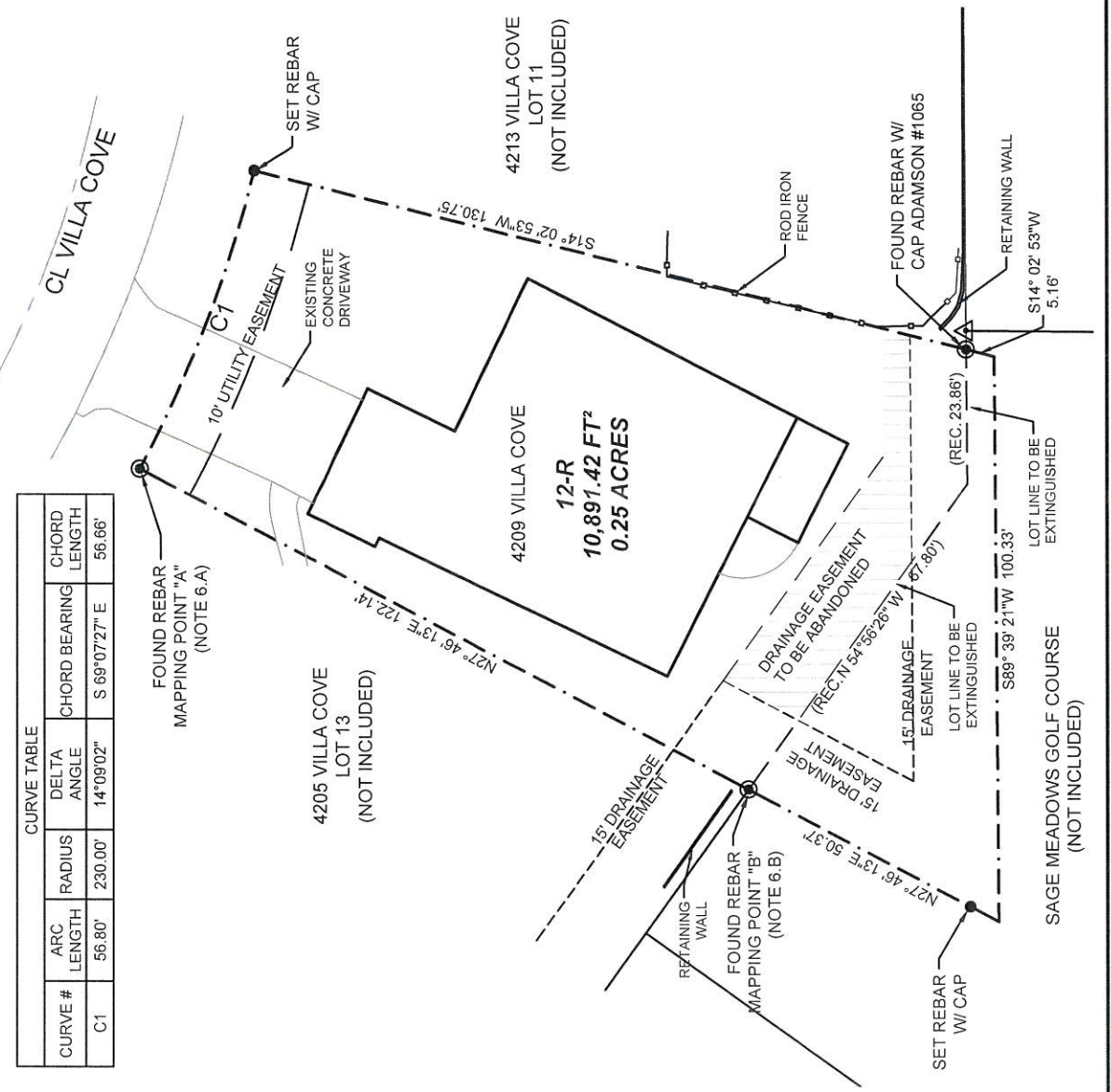
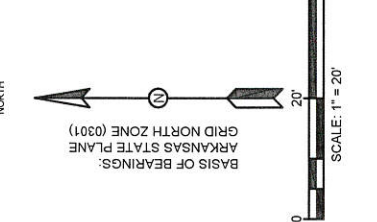
CLIENT: TONY & KIM FUTRELL
 SAGE MEADOWS PHASE II
 FUTRELL REPLAT OF LOT 12 OF THE VILLAS AT
 JONESBORO, CRAIGHEAD COUNTY, ARKANSAS

BRANDON G. WOOD, P.E., P.S.
 ENGINEERING & SURVEYING
 112 CR 765
 BROOKLAND, AR 72417
 PH: (870) 830-7504
 FAX: (870) 830-0227
 WWW.BWOODENGINEERING.COM



LEGEND

Symbol	Description
Circle with dot	BOUNDARY LINE
Circle with cross	ADJACENT PROPERTY
Circle with 'X'	ADJACENT ROAD
Circle with 'A'	ADJACENT RAILROAD
Circle with 'B'	ADJACENT WATERWAY
Circle with 'C'	ADJACENT AIRWAY
Circle with 'D'	ADJACENT POWERLINE
Circle with 'E'	ADJACENT TELEPHONE LINE
Circle with 'F'	ADJACENT CABLE
Circle with 'G'	ADJACENT FENCE
Circle with 'H'	ADJACENT EASEMENT
Circle with 'I'	ADJACENT SETBACK
Circle with 'J'	ADJACENT UTILITY
Circle with 'K'	ADJACENT CONCRETE DRIVEWAY
Circle with 'L'	ADJACENT RETAINING WALL
Circle with 'M'	ADJACENT DRAINAGE EASEMENT
Circle with 'N'	ADJACENT DRAINAGE EASEMENT TO BE ABANDONED
Circle with 'O'	ADJACENT DRAINAGE EASEMENT LOT LINE TO BE EXTINGUISHED
Circle with 'P'	ADJACENT DRAINAGE EASEMENT LOT LINE TO BE EXTINGUISHED
Circle with 'Q'	ADJACENT DRAINAGE EASEMENT LOT LINE TO BE EXTINGUISHED
Circle with 'R'	ADJACENT DRAINAGE EASEMENT LOT LINE TO BE EXTINGUISHED
Circle with 'S'	ADJACENT DRAINAGE EASEMENT LOT LINE TO BE EXTINGUISHED
Circle with 'T'	ADJACENT DRAINAGE EASEMENT LOT LINE TO BE EXTINGUISHED
Circle with 'U'	ADJACENT DRAINAGE EASEMENT LOT LINE TO BE EXTINGUISHED
Circle with 'V'	ADJACENT DRAINAGE EASEMENT LOT LINE TO BE EXTINGUISHED
Circle with 'W'	ADJACENT DRAINAGE EASEMENT LOT LINE TO BE EXTINGUISHED
Circle with 'X'	ADJACENT DRAINAGE EASEMENT LOT LINE TO BE EXTINGUISHED
Circle with 'Y'	ADJACENT DRAINAGE EASEMENT LOT LINE TO BE EXTINGUISHED
Circle with 'Z'	ADJACENT DRAINAGE EASEMENT LOT LINE TO BE EXTINGUISHED



CURVE TABLE

CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	56.80'	230.00'	14°09'02"	S 69°07'27" E	56.66'

DESCRIPTION:
 FUTRELL REPLAT OF LOT 12 OF THE VILLAS AT SAGE MEADOWS PHASE II RECORDED IN PLAT CABINET 'C', PAGE 251, LOCATED IN CRAIGHEAD COUNTY CIRCUIT CLERK'S OFFICE, JONESBORO ARKANSAS.
 HAVING AN AREA OF 10,891.42 SQUARE FEET, 0.25 ACRES MORE OR LESS, BEING SUBJECT TO ALL PUBLIC AND PRIVATE ROAD EASEMENTS.

SURVEYOR'S NOTES:

1. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD OR ANY OTHER FACTS THAT AN ACCURATE TITLE SEARCH MAY DISCLOSE. THIS SURVEY MAKES NO WARRANTY TO THE EXACT LOCATION OF THE UTILITIES SHOWN OR NOT SHOWN ON THIS PLAT.
2. SUBJECT PROPERTY IS ZONED R-3. BUILDING SETBACKS: FRONT - 20', SIDE - 7.5', REAR - 20'.
3. THE PROPERTY DOES NOT LIE IN THE FLOODPLAIN BY GRAPHICAL PLOTTING AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP (FIRM); PANEL NO. 0603010061C, EFFECTIVE DATE SEPTEMBER 27, 1991.
4. PLAT - THE VILLAS AT SAGE MEADOWS PHASE II, CRAIGHEAD COUNTY COURTHOUSE, PLAT CABINET 'C', PAGE 251, DATED 8/12/2014.
5. THE FOLLOWING DOCUMENTS WERE USED AS REFERENCES FOR THIS SURVEY:
 - a. NORTHING: 568,747.61; EASTING: 1,717,024.61
 - b. NORTHING: 568,639.54; EASTING: 1,716,967.70
6. MAPPING POINTS:

OWNER'S CERTIFICATION

WE DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE ABOVE DESCRIBED PROPERTY AND HAVE AGREED SAME TO BE SURVEYED AND PLATTED FOR THE PERPETUAL USE OF ALL STREETS AND EASEMENTS AS NOTED.

PRINTED NAME: _____
 SIGNATURE: _____
 TITLE: _____

PRINTED NAME: _____
 SIGNATURE: _____
 TITLE: _____

SURVEYOR'S CERTIFICATION:

I, BRANDON G. WOOD, CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF "ARKANSAS STANDARDS OF PRACTICE FOR PROPERTY BOUNDARY SURVEYS AND PLATS".

BRANDON G. WOOD, P.S. # 1817

STATE CODE: 500-15N-04E-0-35-420-16-1817



Legislation Details (With Text)

File #:	ORD-17:021	Version:	1	Name:	Rezoning from C-3, General Commercial to PD-RM, Multifamily Residential Planned Development for Property Located at 3911 S. Caraway Road
Type:	Ordinance	Status:			Held in Council
File created:	4/27/2017	In control:			City Council
On agenda:		Final action:			
Title:	AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM C-3, GENERAL COMMERCIAL TO PD-RM, MULTIFAMILY RESIDENTIAL PLANNED DEVELOPMENT FOR PROPERTY LOCATED AT 3911 SOUTH CARAWAY ROAD AS REQUESTED BY RONNIE HART AND KAREN WINTERS				
Sponsors:					
Indexes:	Rezoning				
Code sections:					
Attachments:	Amended Staff Summary 3911 S Caraway Application Amendment.pdf 3911 S Caraway Plat.pdf Staff Summary RZ 17-08 3911 South Caraway Road - Council.pdf Braxton-Traffic Impact Analysis-April 12, 2017.pdf Quit Claim Deed.pdf Site Plan.pdf Front Elevations.pdf Rear Elevations.PDF Receipts from Notifications - USPS Receipts.pdf Rendering of Project.pdf South Baptist Church Letter.pdf Updated Access Analysis Opposition Presentation Opposition Video Parker Opposition Letter				

Date	Ver.	Action By	Action	Result
5/16/2017	1	City Council		
5/2/2017	1	City Council	Waived Second Reading	Pass

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES
BE IT ORDAINED BY THE CITY COUNCIL OF JONESBORO, ARKANSAS:

SECTION I:

CHAPTER 117, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS BE AMENDED AS RECOMMENDED BY THE METROPOLITAN AREA PLANNING COMMISSION BY THE CHANGES IN ZONING CLASSIFICATION AS FOLLOWS:

FROM: C-3, GENERAL COMMERCIAL
TO: PD-RM, MULTIFAMILY RESIDENTIAL PLANNED DEVELOPMENT

THE FOLLOWING DESCRIBED PROPERTY:

A PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, JONESBORO, ARKANSAS; MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 00°27'59" EAST 240.00 FEET TO THE POINT OF BEGINNING PROPER;

THENCE NORTH 00°27'59" EAST, 418.37 FEET TO A FOUND IRON PIPE; THENCE NORTH 89°37'12" EAST, 1281.62 FEET TO A SET REBAR; THENCE SOUTH 01°11'55" WEST, 655.51 FEET TO A SET REBAR; THENCE SOUTH 89°29'00" WEST, 1033.29 FEET TO A SET REBAR; THENCE NORTH 00°27'59" EAST, 240.00 FEET TO A SET REBAR; THENCE SOUTH 89°29'00" WEST, 240.00 FEET TO THE POINT OF BEGINNING PROPER;

CONTAINING SOME (781,398.56 SQ.FT.) 17.94 ACRES, MORE OR LESS, AND BEING SUBJECT TO ALL RIGHT OF WAYS, EASEMENTS, RESTRICTIONS, AND EXCEPTIONS OF RECORD.

SECTION II:

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

1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the MAPC, prior to any redevelopment of the property.
3. Any change of use shall be subject to Planning Commission approval in the future.
4. A final site plan illustrating compliance with site requirements for parking, signage, landscaping, fencing, buffering etc. shall be submitted to the MAPC prior to any redevelopment. New screening outdoor storage and dumpster enclosure requirements shall be implemented if stipulated by the MAPC.
5. A photorealistic rendering of the property from Caraway Road.
6. A letter describing cash-in-lieu payment for a contribution to future Caraway Road improvements.
7. A letter evaluating trip generation based on current allowed uses (C-3) versus proposed use (PD-RM).

SECTION III:

THE CITY CLERK IS HEREBY DIRECTED TO AMEND THE OFFICIAL ZONING DISTRICT BOUNDARY MAP OF THE CITY OF JONESBORO, ARKANSAS, INsofar AS IT RELATES TO THE LANDS DESCRIBED HEREINABOVE SO THAT THE ZONING CLASSIFICATION OF SAID LANDS SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THIS ORDINANCE.

City of Jonesboro City Council
Staff Report – RZ 17-08: 3911 South Caraway Road
 Municipal Center - 300 S. Church St.
For Consideration by the City Council on May 2, 2017

REQUEST: To consider a rezoning of one tract of land containing 17.9 acres more or less.

PURPOSE: A request to consider recommendation to Council by the MAPC a rezoning of 17.9 acres of land located at 3911 South Caraway Road from C-3 General Commercial District to PD – RM Planned Development Residential Multifamily.

**APPLICANTS/
OWNER:** Karen Winters 3911 South Caraway Road, Jonesboro, AR 72404

LOCATION: 3911 South Caraway Road, Jonesboro, AR 72404

SITE DESCRIPTION: **Tract Size:** Approx. 17.9 Acres
Street Frontage: **Street Frontage:** Around 655.5 Feet Along Caraway Road
Topography: Slopes from West to East
Existing Development: Undeveloped

SURROUNDING CONDITIONS:

ZONE	LAND USE
North	R-1 Single Family Residential
South	R-3 Multi Family High Density District
East	C-3 General Commercial District
West	R-1 Single Family Residential

HISTORY: Other than a farmhouse on the site, which has been abandoned several years, the project site has been vacant for several decades.

ZONING ANALYSIS

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

COMPREHENSIVE PLAN LAND USE MAP

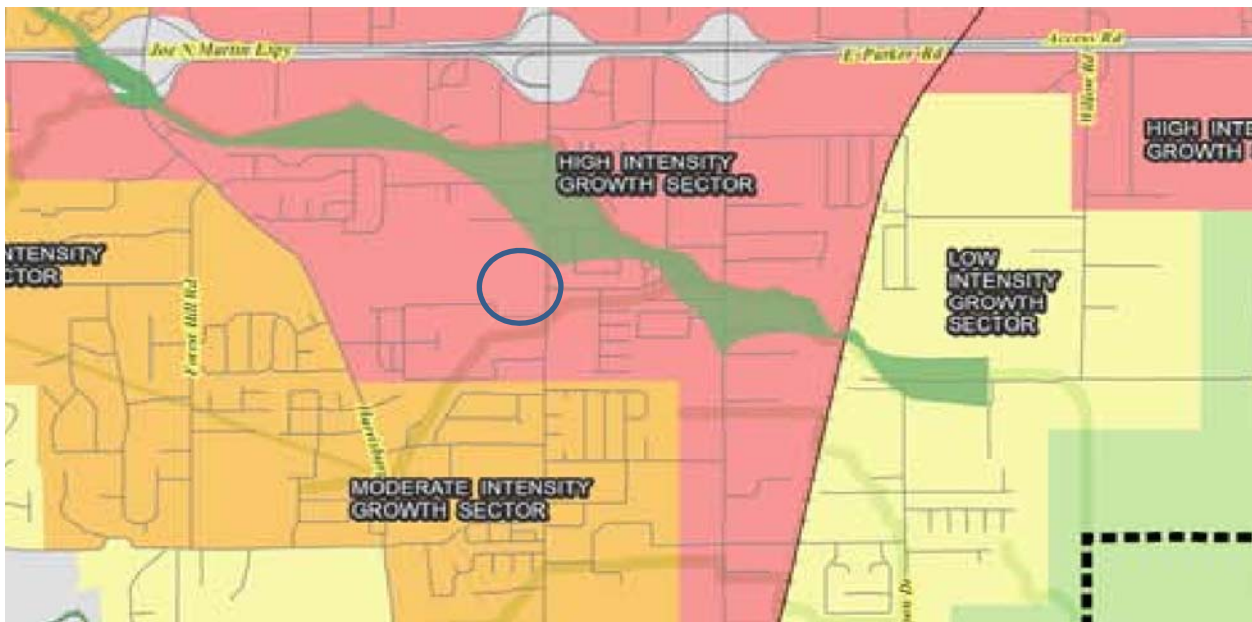
The Current/Future Land Use Map recommends this location as a High Intensity Growth Sector. A wide range of land uses is appropriate in the high intensity zone, from multi-family to fast food to Class A office space to outdoor display/highway oriented businesses like automotive dealerships, because they will be located in areas where sewer service is readily available and transportation facilities are equipped to handle the traffic.

High Intensity Growth Sector Recommended Use Types Include:

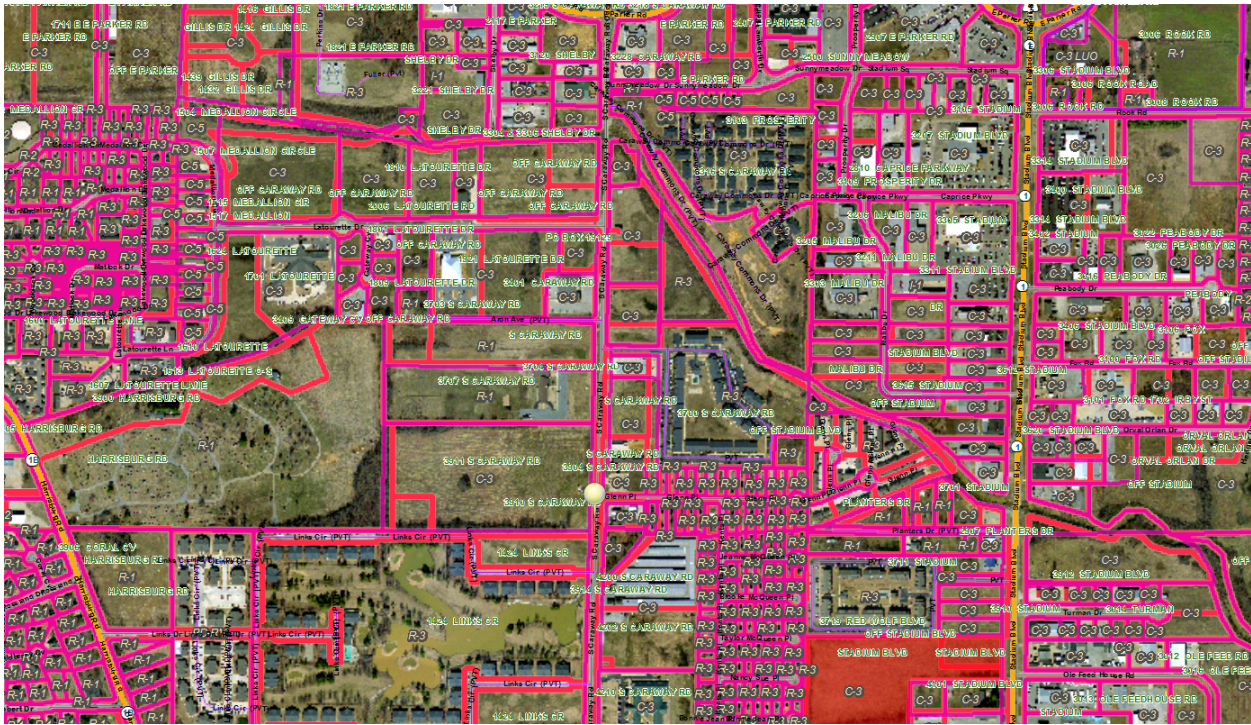
- Regional Shopping Centers
- Automotive Dealerships
- Outdoor Display Retail
- Fast Food Restaurants
- Multi-Family
- Service Stations
- Commercial and Office
- Call Centers
- Research and Development
- Medical
- Banks
- Big Box Commercial
- Hotel

Master Street Plan/Transportation

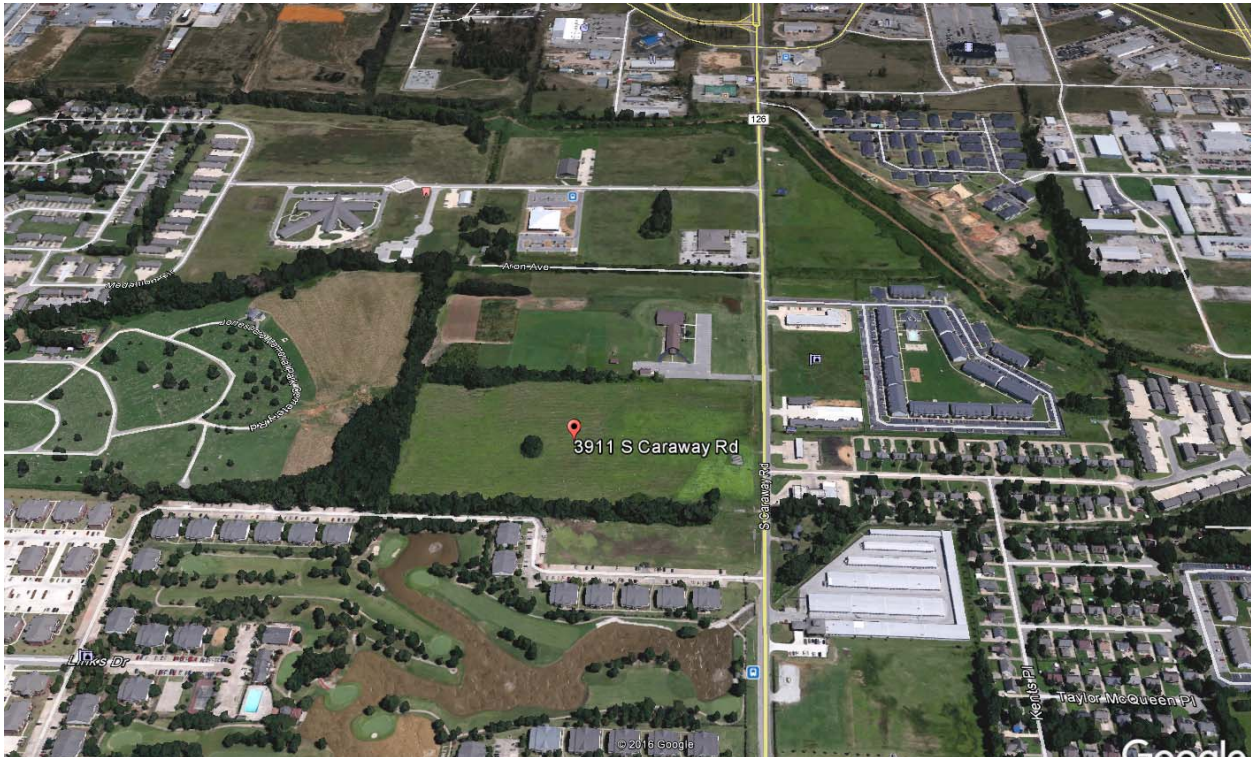
The subject site is served by Caraway Road, which on the Master Street Plan is defined as a Principle Arterial; the street right-of-ways must adhere to the Master Street Plan.



Adopted Land Use Map









Aerial/Zoning Map



Aerial View

Approval Criteria- Chapter 117 - Amendments:

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

Criteria	Explanations and Findings	Comply Y/N
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map.	This area is classified as a Moderate Intensity Growth Sector. There are other Planned Developments in the area.	
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	The proposal will achieve consistency with the purpose of Chapter 117.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	This area has several multi-family developments.	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment.	This property is located on South Caraway Road. There are other commercial developments in the area.	
(e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property.	This site and use should not be a detriment to the area if controls are implemented to screen and buffer the Multi-Family from the Single Family Residential. Traffic may be an issue. This road already has quite a bit of traffic.	
(f) Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, and emergency medical services.	Minimal impact if rezoned due to the fact that a majority of lots surrounding this address have already been developed. There are already several multifamily developments in the area.	

Staff Findings:

Applicant’s Purpose:

The purpose of the rezoning is to allow multi-family development on the property, which is not allowed under its current C-3 General Commercial zoning designation. Multi-Family use is the best use of the property, as it fits well with the surrounding uses and will provide quality housing for residents in Jonesboro. The Jonesboro market currently exhibits very low rates for residents looking to rent housing and this project will help fill the need for such housing. If rezoned, the property would provide luxury apartment homes, garages for select units, and various amenities for residents. Amenities would include a well-appointed clubhouse with a cyber café, game rooms, gathering area, business center, fitness facilities and a resort style pool. Other site amenities would include a car wash, fenced dog park, playgrounds, BBQ areas and significant open space.

Chapter 117 of the City Code of Ordinances/Zoning description of Planned Development:

Planned Development – It is the intend of this division to encourage development with superior living environments brought about through unified development, and to provide for the application of design ingenuity in such developments, while protecting existing and future surrounding areas in achieving the goals of the comprehensive plan for development of the city. The PD provisions herein established are intended to provide for greater flexibility in the design of buildings, yards, courts, circulation and open spaces than would otherwise be possible through the strict application of other district regulations.

Departmental/Agency Reviews:

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

Department/Agency	Reports/ Comments	Status
Engineering	No objections to this rezoning to date.	
Streets/Sanitation	No objections to this rezoning to date.	
Police	No objections to this rezoning to date.	
Fire Department	No objections to this rezoning to date.	
MPO	No objections to this rezoning to date.	
Jets	No objections to this rezoning to date.	
Utility Companies	No objections to this rezoning to date.	

MAPC RECORD OF PROCEEDINGS: PUBLIC HEARING HELD ON APRIL 25, 2017

APPLICANT: Jim Lyons on behalf of Karen Winters and Ronnie Hare are requesting a rezoning for 3911 S. Caraway. We meet with the City in the preplanning meeting yesterday. I think we address the concern as well as possible in regards to the City as in regard to the rezoning as Multi-Family. It will be a planned development. It will be developed into 2 phases with 184 units followed by 116 units. About traffic, The City of Jonesboro has apparently determine that there will be sufficient traffic at least anticipated that there would be possibility of a light being placed there. Braxton has done a traffic study and as a result, they are willing to make a comment to the City of Jonesboro that they would donate the percentage of the cost of a Traffic Light at that corner. Therefore, they would be responsible for approximately \$30,000 dollars of that cost. They will like to make that donation to the City. We know that the City's intent is to do traffic improvements in that area so the donations will be made to the City without any requirements that it be used pacifically for the light. We know from the meeting Yesterday that the City Engineers are not sure because they says this falls within a grey area as to where a traffic light will be necessary at that corner and so it is in our belief that the proper thing to do is to make the donation. Let the City make the improvement and then if it is determine that the light be use then you will have the money from us for our share of the traffic light there. However, if it is determine that it is not necessary for that it will not be tired to you have to use this for a light. We know this may change because of the additional construction that is anticipated to take place in and along the street. It is our understanding that the City hasn't made final plans and they don't have the money at this point and time to begin that traffic improvements. This is farther out then what they are planning on doing immediately. Regardless we are willing to make that donation. We also have approval and I believe that was given to you at the preplanning meeting. Yesterday a letter from the church, which is next door from South Baptist Church and this, is a letter from South Caraway Baptist Church, which all their deacons has sign off on. Approving that City asked about possibly of a fence or buffer, there is a buffer zone there already. It turns out that the City desires some fence or the Church desires some fence and the developers are will to do that. Also to consider any reasonable order to give the church a buffer. One of the things that the church asked for was the possibility of an entrance ability of an ingress and egress from and to the Church between the apartments and to the church so if we do build a gate and certainly willing to do that to allow church members to go back and forth between the apartments and they are certainly willing to do that. It is intended that these apartments will be higher end apartments and they will be more expensive than any other rents generally paid in the City of Jonesboro for these apartments. The reason is we intend to primarily address these properties for long-term residents, not people that will be moving in and out. For people that will be there for a while. For young professionals coming into the City of Jonesboro, because there is a need for that.

Obviously, we will comply with any of the compliance law regarding Fair Housing; there will be no discrimination or anything like that. We certainly will consider anybody and everybody that applies, but because of the rent, there will be a little bit more expense then others. One thing that helps these properties is that as you can see there several of the apartments will have garages that will be direct access from their garage into the apartments. Therefore, we believe that makes it more attractive for a number of the residence to move into that area.

We also have spoken with the Nettleton School District and the Nettleton School District we have an email from the School , although the school district didn't vote on it, he did discuss it with School

District and we were welcome to discuss that with you. That the school district does support this and does believe that this should be beneficial for them and does believe that it is not a situation where they are concerned about people moving in there and they will have a lot of tangents. That is one of the things that Nettleton has opposed in the past. We understand that and we believe that we have property address that. Does anyone have any questions?

Land is own currently by The Winter's and we have a contract signed by the Winter's to purchase this property which is contingent upon the rezoning and that is where we stand.

STAFF: Mr. Derrel Smith stated that we have review this and it does meet all six criteria for Rezoning. So if the Commission approves we ask that it be approved with the following conditions:

-
1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.
 2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the MAPC, prior to any redevelopment of the property.
 3. Any change of use shall be subject to Planning Commission approval in the future.
 4. A final site plan illustrating compliance with site requirements for parking, signage, landscaping, fencing, buffering etc. shall be submitted to the MAPC prior to any redevelopment. New screening outdoor storage and dumpster enclosure requirements shall be implemented if stipulated by the MAPC.
 5. A photorealistic rendering of the property from Caraway Road
 6. A letter describing cash-in-lieu payment for a contribution to future Caraway Road improvements.
 7. A letter evaluating trip generation based on current allowed uses (C-3) versus proposed use (PD-RM).

ENGINEERING: Mr. Michael Morris said Engineering has nothing not unless Mark Nichols wants to comment on Traffic.

CITY ATTORNEY: Ms. Carol Duncan said as far as the donation for the traffic signal, I would feel a lot more comfortable if it was just a letter stating their commitment on their behalf saying should the city decide to put in that traffic signal they would contribute that amount of money. We don't have any type of impact fee or any way to accept an impact fee right now with the city and that is what that kind of sounds like. So something, like so should the city decide to put in the traffic signal they have committed to pay the \$30,000 dollars toward that. I think that is what we are trying to say with the letter. I just want to make sure that is clear.

APPLICANT: Mr. Jim Lyons stated that we would do it whatever way to keep anybody from trouble we are not trying to make that an issue.

ATTORNEY: Ms. Carol Duncan said I don't know if we have a way to separate that impact fee which that is what that sounds like.

APPLICANT: Mr. Jim Lyons stated that we understand city does not have impact fee and we are not trying to imply that but we did want the city to know that we are willing to contribute that. One of

the other issues about traffic is that we have tried to work with the city on the locations of the entrances and we believe that these lining up is certainly the best way to do that. If the city disagrees and believes that it needs to be moved to a different location with the main entrance then that is something that we are willing to consider.

PUBLIC COMMENTS:

Mr. Donald Parker stated that he is here as a property owner across the street from this proposed rezoning. I own the property at 3800 S. Caraway. I own the property that is directly across from the proposed main entrance across from this facility and I certainly appreciate Mr. Lyons closing comments about moving this entrance if the Council or MAPC deem it necessary. There are 34 units out there all of which two or three are currently occupied by small mom and pop type businesses. Time to time particularly certain times of the day there are a lot of complaints about the traffic. I am sure you all have heard time and time again about the traffic. However, I can tell you having been on this side of the podium representing those proposing rezoning, that a traffic concern is something you always fight in Multi-Family. I know that the property is currently zoned C-3. C-3 would obviously, if it was fully developed for some of its allowed uses would generate significant more traffic than a Multi-Family Development. However, if we just step back and use a little common sense, any type of highly use C-3 is not going to be developed on South Caraway so long as it is a two-lane road even though it is designated as a Major Arterial Road. As an owner of a property out there, I feel a little bit of a bait and switch. If you remember, back in the 90's if you all remember we passed a one-cent sales tax that had a sunset clause on it. It was specifically dedicated for certain street improvements, south caraway being one of those. I don't recall if the money was supposed to be spent for a three lane or if it was five lane. The fact is it is still two lane and the city apparently ran out of money before it got to the project on south caraway.

This road handles 15,000 thousand cars a day. It is the most used two lane highway or street in the city. The city desperately needs to do something before we continue the development. This is in my opinion. So I would encourage this Commission to look carefully at the traffic. I know there is a traffic study but I have concerns with the primary entrance into this proposed project being lined up with my only ingress and egress out of the Caraway Business Park. It is going to create additional problems who lease space that try to run a business or lease an office there. Now I think that the traffic is my primary concern, but also being a lawyer who has represented a number of opponents for rezoning particularly multi-family rezoning. The thing I hear over, over, over again is concentration. I had a privilege of serving on the moratorium committee that was a topic that was discuss at length. We learned that at least in the Nettleton School District the vast majority of apartments are in the Nettleton School District and they don't have a problem with this and frankly not with the top notch building complex. I think if it were build, it would be the nicest project in town. However, I don't think this is the proper location for it. If you look at density and concentration and if you know that density and concentration lead to crime issue. I certainly will be the last to say that this project will increase crime on S Caraway. I do not think that at all. However, what I do think if you look at what is already on S Caraway. I would encourage this Commission to be very careful about how many more apartments you put in one area. This will be next to the Links that already has 672 apartment units. If you look in the 1500 ft. radius of this area, you will find there is almost 1500 apartments units within 1500 ft. of this property. That includes apartments on Latourette, The Links and The Meadows, which is just diagonally across from the property, which butts the back of my Caraway Business Park. Craighead Commons and Caraway Commons and Stadium Place, which is just a little, further than 1500 ft. which is as the crow flies. Then you have Gladiolus and

Craig Hills which in that area out there you are talking about 2400 units that are already built in that area. Some of them don't use Caraway, like the backside of the Links that use Harrisburg Road, which is frankly as bad as S Caraway. So, I would encourage this Commission to look carefully and not only the traffic on S Caraway until the City decides to do something about widening this street as they have promise for years. Also, be careful about the concentration, I think the last thing we need in this city is another area what is like North of the University in Apartment City. I again don't think this project is certainly is of that nature. It is a higher-class top-notch project, again I just don't think it is appropriate to put it where it is proposed and I also don't think it is appropriate to have the main entrance across from our entrance into the business park. If you decide to approve it please consider moving the main entrance where it lines up with Glenn Place and hopefully someday it will justify having a traffic light. Thank you very much.

COMMISSION: Mr. Ron Kelton asked Mr. Jim Lyons we talked yesterday about time frames with we don't have the federal money for the street so delay of games is currently our best interest as far as resources, but can you give us about time frames when you would start. When Phase 1 would start and when it might be finished.

APPLICANT: Mr. Jim Lyons we plan to start in Spring of 2018 for Phase 1, would take approximately 18 months, and would put us near the end of 2019 close to 2020. I can't predict the future pertaining to the development by the city but that is Phase 1 and Phase 2 would not be started until the completion and I just not talking about the construction, I'm talking about it being occupied. Mr. Parkers comments except for the fact that the traffic information showed that a commercial property in this area would cause substantial traffic in this area than Multi-family and I realize that it might not all be developed at one or immediately but it could be developed. Therefore, this is going to do something to reduce the traffic in the long run instead of increase the traffic. It is going to take a while in the length of the build out with the quality of construction that is being used.

COMMISSION: Mr. Jim Scurlock stated that Jim when we talked yesterday at the premeeting about the north entrance not being the main entrance and Don Parker talked about the north entrance being the main entrance and south entrance so which is the main entrance. The south entrance is not going to be used for a while.

APPLICANT: Mr. Jim Lyons stated that the northern most entrance is not going to be the main entrance. As it currently stands if the city prefers we use that. Mr. Will Ralph works for Braxton that did the traffic study and he did the study so he can direct you.

APPLICANT: Mr. Will Ralph stated that he was the developer of this project and to clarify what Jim was speaking of – the North entrance is consider the main entrance – primary entrance. The clubhouse is at the entrance. Whether the clubhouse is there or at Glenn Place, I would anticipate that most of our traffic would use that North entrance with the primary vehicle use is going north or coming north. Therefore, that is why we placed the clubhouse there. I certainly appreciate Mr. Parker's concerns about Caraway road. We been working with the city for several months regarding these access locations. Working with Mr. Nichols, Mr. Smith and their team we determined from a safety standpoint and having them lined up provide most safe and proficient movement in this area. If we don't line those up you have five different points in that area with cars going back and forth. Movements aren't as safe and it doesn't operate as well. That is why we lined it up that way and as far as our site plan layout we prefer not a huge deal for us – hope this helps.

COMMISSION: Kevin Bailey asked Mark Nichols to give us comments on the future traffic inputs.

ENGINEERING: Mr. Mark Nichols stated that he would concur also with the alignment of the drives lining up or have a minimum offset with our city ordinance and this would be our best scenario for the drives. Regarding traffic study, to look at full buildout if it would warrant for one and if we were going to get that request and we would have them to share in the cost of that. We don't have an intent on putting a signal at this location in the future we would to know what the volumes would be. As far as the road, improvement along Caraway there is no plans at this time. Our Master Street Plan does call for this to be a Principal Arterial and there are no current plans to do that. As a matter of fact, if it does get widen to five lane, it is less likely to warrant a signal. Really the only volume that trigger the signal it was the right turn on Glenn Place, without the develop; it was the justification for a signal. The development in itself does not warrant a traffic signal. Even if you would put all the traffic on the South Drive. If you would put everybody down there it still wouldn't warrant a signal. Just looking at the layout most people will use the north entrance, it is going to be a challenge to turn left in the am / pm out of the development. The least conflict will be in the main or north entrance so as they have now so we would concur with that.

COMMISSION: Mr. Ron Kelton with the stipulations does that wording need to be changed Carol.

ATTORNEY: Ms. Carol Duncan stated it is vague with a letter describing future traffic signal but I don't want it to cross. I think you could do either it way leave it vague or a letter of contribution for a traffic signal on Caraway Road. I don't want it to look like an impact fee.

COMMISSION: Mr. Jim Scurlock said Jim you said anything do if it doesn't need a light it needs five lane it could go for a road fund.

ATTORNEY: Ms. Carol Duncan said you could accept it as a road fund I just don't want it to be made to look like an impact fee. I don't think we have any method or means for an impact fees.

APPLICANT: Mr. Jim Lyons said we don't have any problems.

COMMISSION: Mr. Jerry Reece said it could be vague so that you can have it which ever way you want it.

APPLICANT: Mr. Jim Lyons stated that you just tell me what you want with whatever Ms. Carol says so that yawl are not getting into trouble and we are glad to do it.

COMMISSION: Mr. Ron Kelton stated Mr. Lyons I'm good if the Attorney is good. It is just that we had revisited that and I'm good as long as we get that into our minutes.

APPLICANT: Mr. Jim Lyons this is one time I'm good if the attorney on the other side is good.

COMMISSION: Mr. Ron Kelton do we need to put about the fence to satisfy as one of the stipulations.

CHAIR: Mr. Lonnie Roberts we already have the screening.

ATTORNEY: Ms. Carol Duncan I see it as an agreement with them and the church.

APPLICANT: Mr. Jim Lyons we are going to do that with the church.

ATTORNEY: Ms. Carol Duncan stated city does not have anything with that.

COMMISSION ACTION:

Mr. Jim Scurlock made a motion to approve case RZ: 17-08, as submitted, to the City Council with the noted conditions:

1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the MAPC, prior to any redevelopment of the property.
3. Any change of use shall be subject to Planning Commission approval in the future.
4. A final site plan illustrating compliance with site requirements for parking, signage, landscaping, fencing, buffering etc. shall be submitted to the MAPC prior to any redevelopment. New screening outdoor storage and dumpster enclosure requirements shall be implemented if stipulated by the MAPC.
5. A photorealistic rendering of the property from Caraway Road
6. A letter describing cash-in-lieu payment for a contribution to future Caraway Road improvements
7. A letter evaluating trip generation based on current allowed uses (C-3) versus proposed use (PD-RM)

MAPC find that to rezone property from C-3 General Commercial District to PD-RM Planned Development Residential Multifamily. Mr. Ron Kelton seconded the motion.

Roll Call Vote: 6-0, Aye's: Ron Kelton; Jim Scurlock; Kevin Bailey; Brant Perkins; Jerry Reece and Jimmy Cooper.

Absent: Paul Hoelscher and Rick Stripling.

Conclusion:

The Planning Department Staff finds that the requested Zoning Change submitted for subject parcel, should the Council decide to approve based on the above observations and criteria of Case RZ 17-08, a request to rezone property from C-3 General Commercial District to PD-RM Planned Development Multi Family Residential, subject to final site plan approval by the MAPC and the following conditions:

1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the MAPC, prior to any redevelopment of the property.
3. Any change of use shall be subject to Planning Commission approval in the future.
4. A final site plan illustrating compliance with site requirements for parking, signage, landscaping, fencing, buffering etc. shall be submitted to the MAPC prior to any redevelopment. New screening outdoor storage and dumpster enclosure requirements shall be implemented if stipulated by the MAPC.
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7. A letter evaluating trip generation based on current allowed uses (C-3) versus proposed use (PD-RM)

Respectfully Submitted for Council Consideration,
The Planning Department

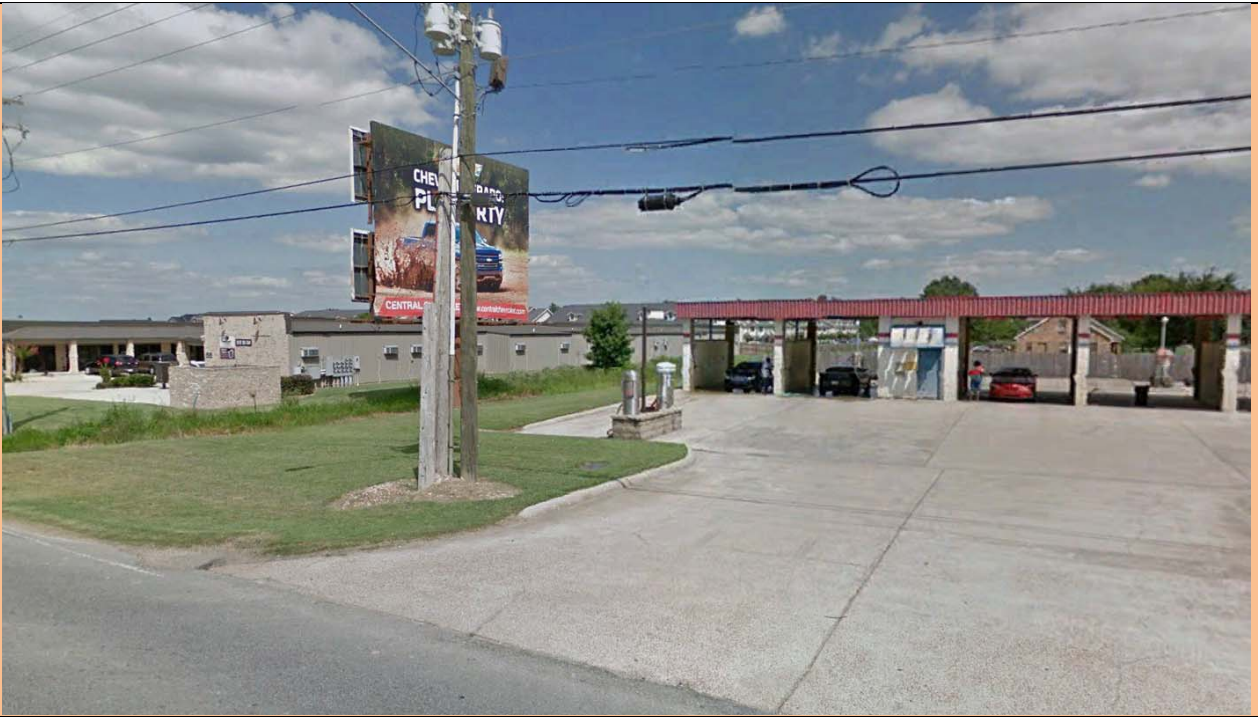
PICTURES OF AREA



View looking North



View looking South



View looking East



View looking West



Application for a Zoning Ordinance Map Amendment

METROPOLITAN AREA
PLANNING COMMISSION
Jonesboro, Arkansas

Date Received: 3.28.17
Case Number: RZ17-08

LOCATION:

Site Address: 3911 S Caraway Road, Jonesboro, AR, 72404

Side of Street: West between Latourette Drive (North) and Sandbrook Dr (South)

Quarter: SE Section: 32 Township: T14N Range: R04E

Attach a survey plat and legal description of the property proposed for rezoning. A Registered Land Surveyor must prepare this plat.

SITE INFORMATION:

Existing Zoning: C3 Proposed Zoning: PD-RM

Size of site (square feet and acres): 779,724 SQ. FT./17.9 AC Street frontage (feet): 655.5'

Existing Use of the Site: VACANT

Character and adequacy of adjoining streets: Good

Does public water serve the site? Yes

If not, how would water service be provided? N/A

Does public sanitary sewer serve the site? Yes

If not, how would sewer service be provided? N/A

Use of adjoining properties:

North Church

South Apartment Complex

East Commercial

West Cemetery

Physical characteristics of the site: Slope from West to East (to Caraway Road)

Characteristics of the neighborhood: Mixed Use.

Applications will not be considered complete until all items have been supplied. Incomplete applications will not be placed on the Metropolitan Area Planning Commission agenda and will be returned to the applicant. The deadline for submittal of an application is 18 days prior to the next MAPC meeting. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.

REZONING INFORMATION:

The applicant is responsible for explaining and justifying the proposed rezoning. *Please prepare an attachment to this application answering each of the following questions in detail:*

- (1). How was the property zoned when the current owner purchased it?
- (2). What is the purpose of the proposed rezoning? Why is the rezoning necessary?
- (3). If rezoned, how would the property be developed and used?
- (4). What would be the density or intensity of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)?
- (5). Is the proposed rezoning consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*?
- (6). How would the proposed rezoning be the public interest and benefit the community?
- (7). How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area?
- (8). Are there substantial reasons why the property cannot be used in accordance with existing zoning?
- (9). How would the proposed rezoning affect nearby property including impact on property value, traffic, drainage, visual appearance, odor, noise, light, vibration, hours of use or operation and any restriction to the normal and customary use of the affected property.
- (10). How long has the property remained vacant?
- (11). What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services?
- (12). If the rezoning is approved, when would development or redevelopment begin?
- (13). How do neighbors feel about the proposed rezoning? Please attach minutes of the neighborhood meeting held to discuss the proposed rezoning or notes from individual discussions. *If the proposal has not been discussed with neighbors, please attach a statement explaining the reason. Failure to consult with neighbors may result in delay in hearing the application.*
- (14). If this application is for a Limited Use Overlay (LUO), the applicant must specify all uses desired to be permitted.

OWNERSHIP INFORMATION:

All parties to this application understand that the burden of proof in justifying and demonstrating the need for the proposed rezoning rests with the applicant named below.

Owner of Record:

I certify that I am the owner of the property that is the subject of this rezoning application and that I represent all owners, including spouses, of the property to be rezoned. I further certify that all information in this application is true and correct to the best of my knowledge.

Name: x *Ronnie Hart*
Maren Winters
Address: *3911 S. CAVALRY RD.*
City, State: *JONESBORO, AZ* ZIP *72404*
Telephone: _____
Facsimile: _____
Signature: *Ronnie Hart*
Maren Winters

Applicant:

If you are not the Owner of Record, please describe your relationship to the rezoning proposal:

Name: _____
Address: _____
City, State: _____ ZIP _____
Telephone: _____
Facsimile: _____
Signature: _____

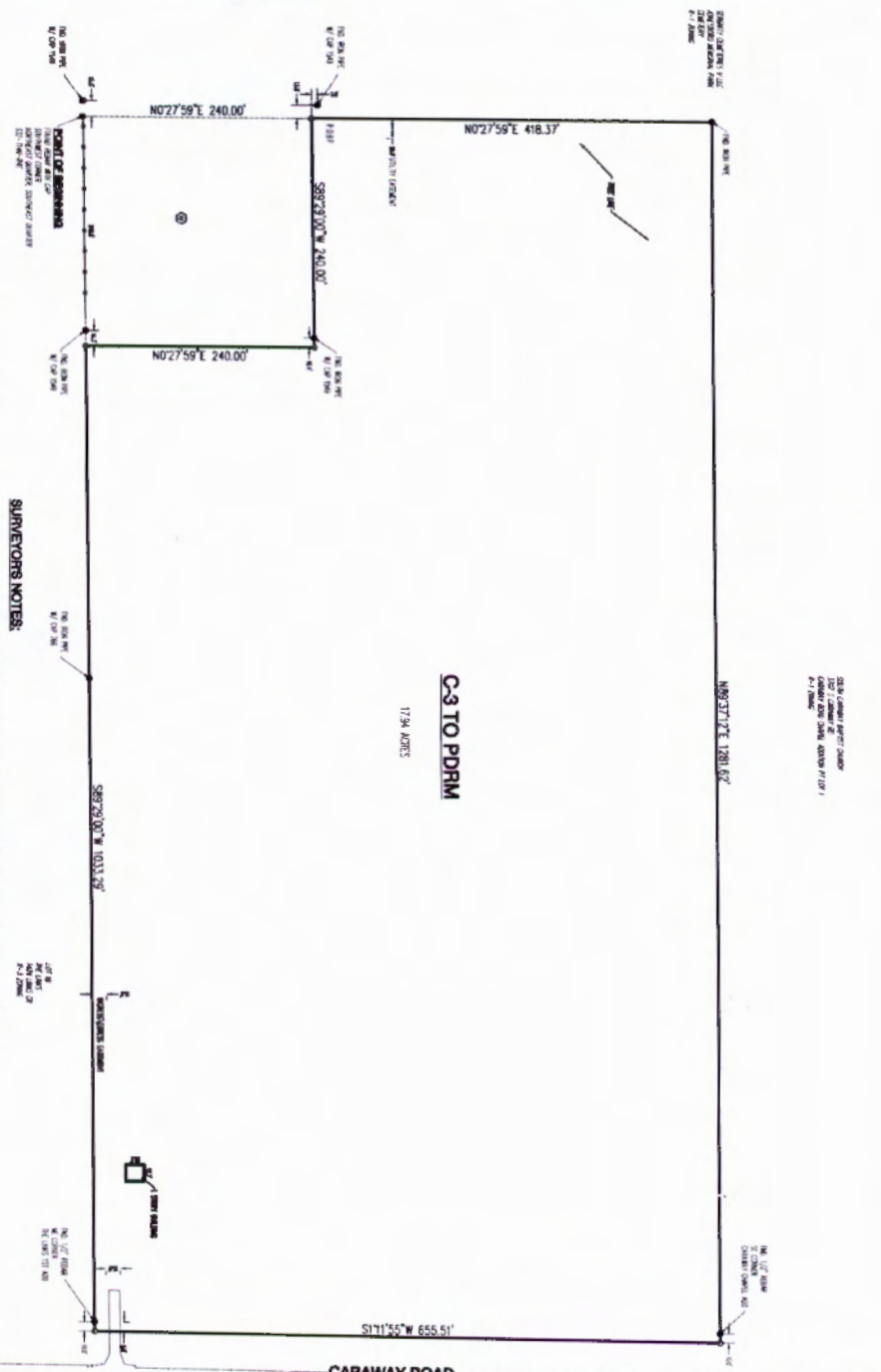
Deed: *Please attach a copy of the deed for the subject property.*

Applications will not be considered complete until all items have been supplied. Incomplete applications will not be placed on the Metropolitan Area Planning Commission agenda and will be returned to the applicant. The deadline for submittal of an application is 18 days prior to the next MAPC meeting. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.

BRAXTON DEVELOPMENT
SECTION 32 - TOWNSHIP 14 NORTH - RANGE 4 EAST
CRAIGHEAD COUNTY, ARKANSAS

1794 ACRES

C-3 TO PDRM



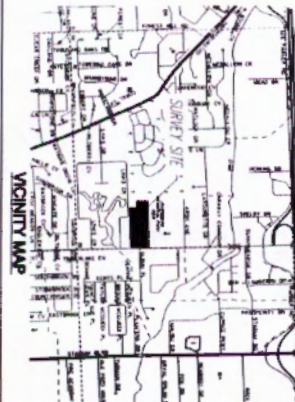
SURVEYORS NOTES:

1. SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACT OF 1907 AND THE SURVEYING ACT OF 1920.
2. THE SURVEY WAS MADE BY THE SURVEYORS AND THEIR ASSISTANTS.
3. THE SURVEY WAS MADE BY THE SURVEYORS AND THEIR ASSISTANTS.
4. THE SURVEY WAS MADE BY THE SURVEYORS AND THEIR ASSISTANTS.
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8. THE SURVEY WAS MADE BY THE SURVEYORS AND THEIR ASSISTANTS.
9. THE SURVEY WAS MADE BY THE SURVEYORS AND THEIR ASSISTANTS.

CERTIFICATE OF SURVEY:

WE, THE UNDERSIGNED, BEING LICENSED SURVEYORS, HAVE MADE A SURVEY OF THE ABOVE DESCRIBED TRACT OF LAND, AND HAVE FOUND THAT THE SAME IS BOUND BY THE FOLLOWING BEARINGS AND DISTANCES:

N072°59'E 418.37' ...
 S897.91' ...
 N072°59'E 240.00' ...
 S111.56' ...



REZONING PLAT

REZONING PLAT

BRAXTON DEVELOPMENT
SECTION 32 - TOWNSHIP 14 NORTH - RANGE 4 EAST
CRAIGHEAD COUNTY, ARKANSAS

DATE: 03/22/2017

SCALE: 1" = 100'

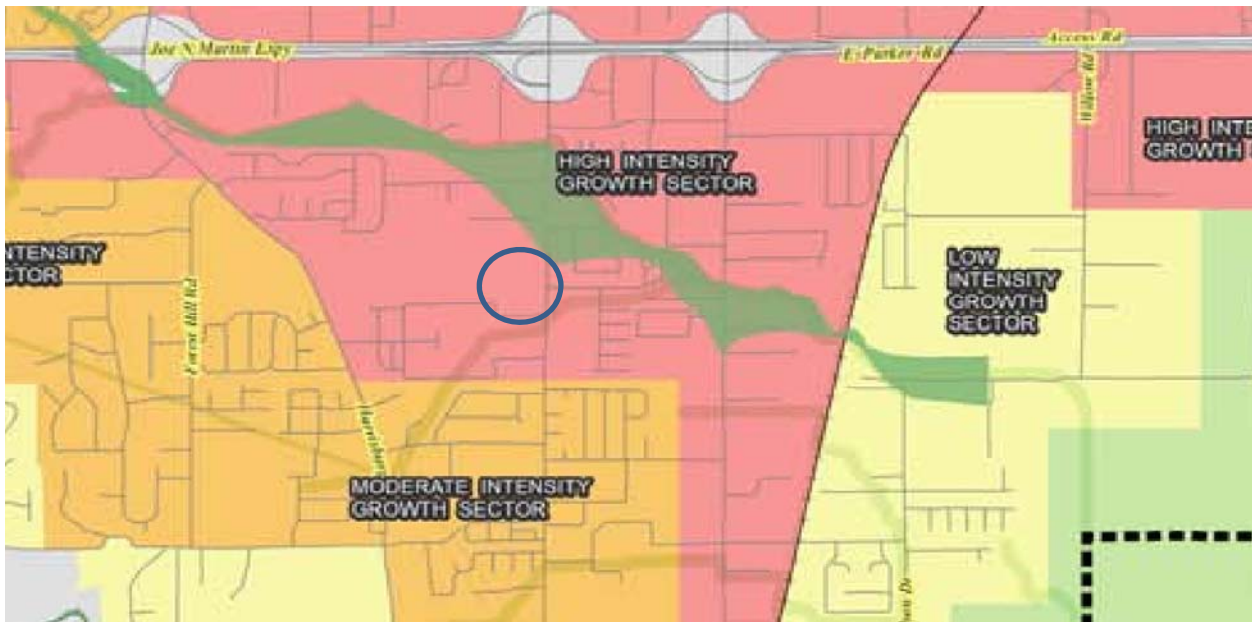
FISHER ARNOLD
ENGINEERING INTEGRATION

1601 LaCourte Drive | Jonesboro, Arkansas 72404
870.932.2018 | Fax: 870.932.1078 | www.fisherarnold.com

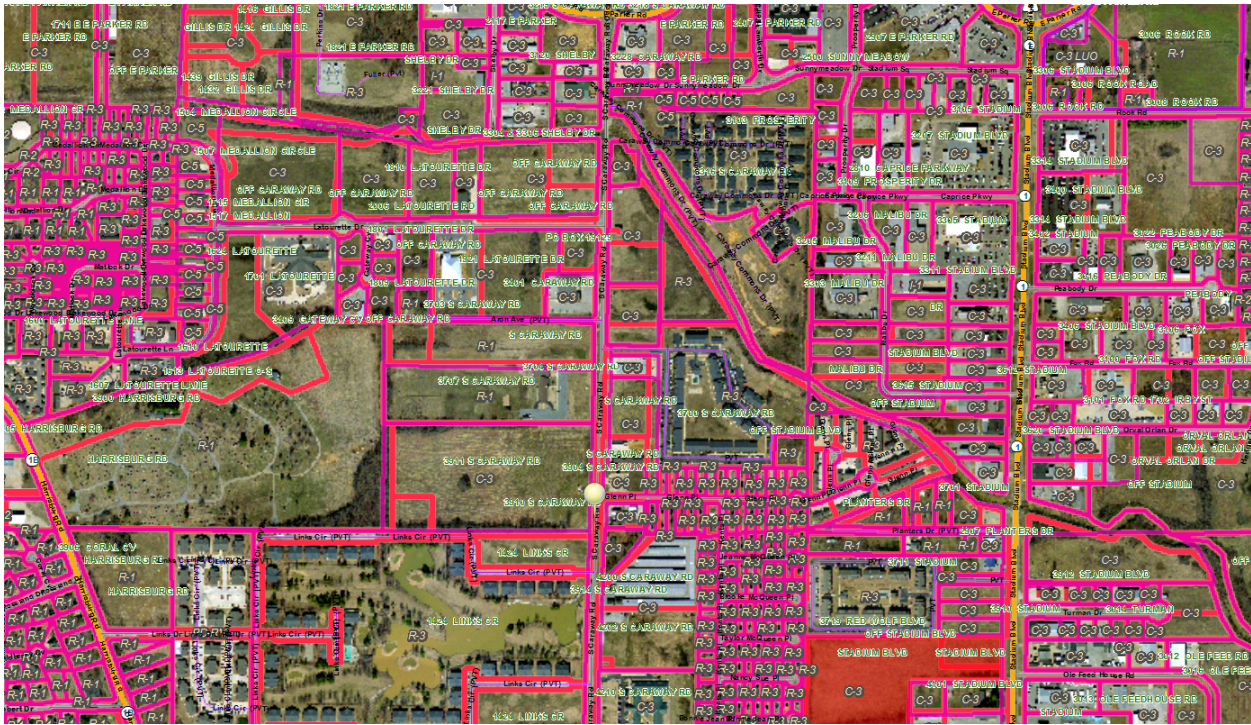
- Multi-Family
- Service Stations
- Commercial and Office
- Call Centers
- Research and Development
- Medical
- Banks
- Big Box Commercial
- Hotel

Master Street Plan/Transportation

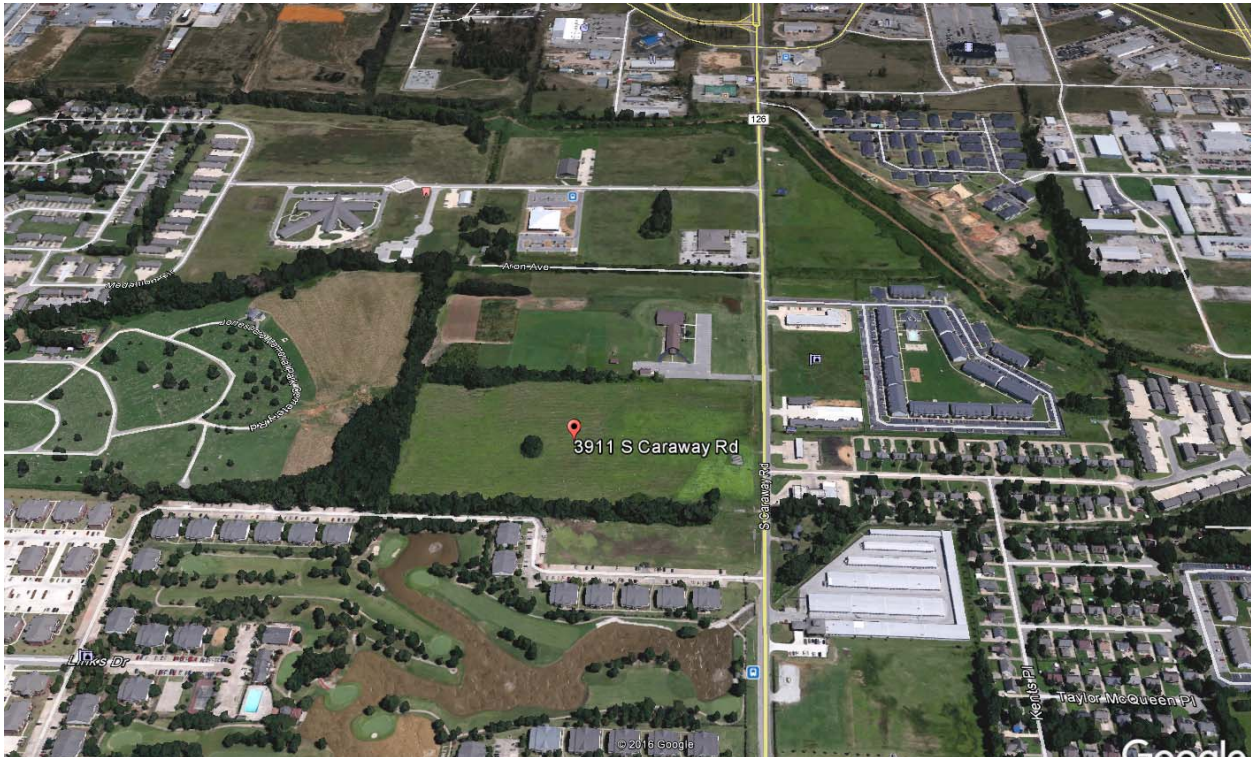
The subject site is served by Johnson Ave., which on the Master Street Plan is defined as a Principle Arterial; the street right-of-ways must adhere to the Master Street Plan.



Adopted Land Use Map









Aerial/Zoning Map



Aerial View

Approval Criteria- Chapter 117 - Amendments:

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

Criteria	Explanations and Findings	Comply Y/N
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map.	This area is classified as a Moderate Intensity Growth Sector. There are other Planned Developments in the area.	1. 
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	The proposal will achieve consistency with the purpose of Chapter 117.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	This area has several multi-family developments.	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment.	This property is located on South Caraway Road. There are other commercial developments in the area.	
(e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property.	This site and use should not be a detriment to the area if controls are implemented to screen and buffer the Multi-Family from the Single Family Residential. Traffic may be an issue. This road already has quite a bit of traffic.	
(f) Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, and emergency medical services.	Minimal impact if rezoned due to the fact that a majority of lots surrounding this address have already been developed. There are already several multifamily developments in the area.	

Staff Findings:

Applicant’s Purpose:

The purpose of the rezoning is to allow multi-family development on the property, which is not allowed under its current C-3 General Commercial zoning designation. Multi-Family use is the best use of the property, as it fits well with the surrounding uses and will provide quality housing for residents in Jonesboro. The Jonesboro market currently exhibits very low rates for residents looking to rent housing and this project will help fill the need for such housing. If rezoned, the property would provide luxury apartment homes, garages for select units, and various amenities for residents. Amenities would include a well-appointed clubhouse with a cyber café, game rooms, gathering area, business center, fitness facilities and a resort style pool. Other site amenities would include a car wash, fenced dog park, playgrounds, BBQ areas and significant open space.

Chapter 117 of the City Code of Ordinances/Zoning description of Planned Development:

Planned Development – It is the intend of this division to encourage development with superior living environments brought about through unified development, and to provide for the application of design ingenuity in such developments, while protecting existing and future surrounding areas in achieving the goals of the comprehensive plan for development of the city. The PD provisions herein established are intended to provide for greater flexibility in the design of buildings, yards, courts, circulation and open spaces than would otherwise be possible through the strict application of other district regulations.

Departmental/Agency Reviews:

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

Department/Agency	Reports/ Comments	Status
Engineering	No objections to this rezoning to date.	
Streets/Sanitation	No objections to this rezoning to date.	
Police	No objections to this rezoning to date.	
Fire Department	No objections to this rezoning to date.	
MPO	No objections to this rezoning to date.	
Jets	No objections to this rezoning to date.	
Utility Companies	No objections to this rezoning to date.	

MAPC RECORD OF PROCEEDINGS: PUBLIC HEARING HELD ON APRIL 25, 2017

APPLICANT: Jim Lyons on behalf of Karen Winters and Ronnie Hare are requesting a rezoning for 3911 S. Caraway. We meet with the City in the preplanning meeting yesterday. I think we address the concern as well as possible in regards to the City as in regard to the rezoning as Multi-Family. It will be a planned development. It will be developed into 2 phases with 184 units followed by 116 units. About traffic, The City of Jonesboro has apparently determine that there will be sufficient traffic at least anticipated that there would be possibility of a light being placed there. Braxton has done a traffic study and as a result, they are willing to make a comment to the City of Jonesboro that they would donate the percentage of the cost of a Traffic Light at that corner. Therefore, they would be responsible for approximately \$30,000 dollars of that cost. They will like to make that donation to the City. We know that the City's intent is to do traffic improvements in that area so the donations will be made to the City without any requirements that it be used pacifically for the light. We know from the meeting Yesterday that the City Engineers are not sure because they says this falls within a grey area as to where a traffic light will be necessary at that corner and so it is in our belief that the proper thing to do is to make the donation. Let the City make the improvement and then if it is determine that the light be use then you will have the money from us for our share of the traffic light there. However, if it is determine that it is not necessary for that it will not be tired to you have to use this for a light. We know this may change because of the additional construction that is anticipated to take place in and along the street. It is our understanding that the City hasn't made final plans and they don't have the money at this point and time to begin that traffic improvements. This is farther out then what they are planning on doing immediately. Regardless we are willing to make that donation. We also have approval and I believe that was given to you at the preplanning meeting. Yesterday a letter from the church, which is next door from South Baptist Church and this, is a letter from South Caraway Baptist Church, which all their deacons has sign off on. Approving that City asked about possibly of a fence or buffer, there is a buffer zone there already. It turns out that the City desires some fence or the Church desires some fence and the developers are will to do that. Also to consider any reasonable order to give the church a buffer. One of the things that the church asked for was the possibility of an entrance ability of an ingress and egress from and to the Church between the apartments and to the church so if we do build a gate and certainly willing to do that to allow church members to go back and forth between the apartments and they are certainly willing to do that. It is intended that these apartments will be higher end apartments and they will be more expensive than any other rents generally paid in the City of Jonesboro for these apartments. The reason is we intend to primarily address these properties for long-term residents, not people that will be moving in and out. For people that will be there for a while. For young professionals coming into the City of Jonesboro, because there is a need for that.

Obviously, we will comply with any of the compliance law regarding Fair Housing; there will be no discrimination or anything like that. We certainly will consider anybody and everybody that applies, but because of the rent, there will be a little bit more expense then others. One thing that helps these properties is that as you can see there several of the apartments will have garages that will be direct access from their garage into the apartments. Therefore, we believe that makes it more attractive for a number of the residence to move into that area.

We also have spoken with the Nettleton School District and the Nettleton School District we have an email from the School , although the school district didn't vote on it, he did discuss it with School

District and we were welcome to discuss that with you. That the school district does support this and does believe that this should be beneficial for them and does believe that it is not a situation where they are concerned about people moving in there and they will have a lot of tangents. That is one of the things that Nettleton has opposed in the past. We understand that and we believe that we have property address that. Does anyone have any questions?

Land is own currently by The Winter's and we have a contract signed by the Winter's to purchase this property which is contingent upon the rezoning and that is where we stand.

STAFF: Mr. Derrel Smith stated that we have review this and it does meet all six criteria for Rezoning. So if the Commission approves we ask that it be approved with the following conditions:

-
1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.
 2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the MAPC, prior to any redevelopment of the property.
 3. Any change of use shall be subject to Planning Commission approval in the future.
 4. A final site plan illustrating compliance with site requirements for parking, signage, landscaping, fencing, buffering etc. shall be submitted to the MAPC prior to any redevelopment. New screening outdoor storage and dumpster enclosure requirements shall be implemented if stipulated by the MAPC.
 5. A photorealistic rendering of the property from Caraway Road
 6. A letter describing cash-in-lieu payment for a contribution to future Caraway Road improvements.
 7. A letter evaluating trip generation based on current allowed uses (C-3) versus proposed use (PD-RM).

ENGINEERING: Mr. Michael Morris said Engineering has nothing not unless Mark Nichols wants to comment on Traffic.

CITY ATTORNEY: Ms. Carol Duncan said as far as the donation for the traffic signal, I would feel a lot more comfortable if it was just a letter stating their commitment on their behalf saying should the city decide to put in that traffic signal they would contribute that amount of money. We don't have any type of impact fee or any way to accept an impact fee right now with the city and that is what that kind of sounds like. So something, like so should the city decide to put in the traffic signal they have committed to pay the \$30,000 dollars toward that. I think that is what we are trying to say with the letter. I just want to make sure that is clear.

APPLICANT: Mr. Jim Lyons stated that we would do it whatever way to keep anybody from trouble we are not trying to make that an issue.

ATTORNEY: Ms. Carol Duncan said I don't know if we have a way to separate that impact fee which that is what that sounds like.

APPLICANT: Mr. Jim Lyons stated that we understand city does not have impact fee and we are not trying to imply that but we did want the city to know that we are willing to contribute that. One of

the other issues about traffic is that we have tried to work with the city on the locations of the entrances and we believe that these lining up is certainly the best way to do that. If the city disagrees and believes that it needs to be moved to a different location with the main entrance then that is something that we are willing to consider.

PUBLIC COMMENTS:

Mr. Donald Parker stated that he is here as a property owner across the street from this proposed rezoning. I own the property at 3800 S. Caraway. I own the property that is directly across from the proposed main entrance across from this facility and I certainly appreciate Mr. Lyons closing comments about moving this entrance if the Council or MAPC deem it necessary. There are 34 units out there all of which two or three are currently occupied by small mom and pop type businesses. Time to time particularly certain times of the day there are a lot of complaints about the traffic. I am sure you all have heard time and time again about the traffic. However, I can tell you having been on this side of the podium representing those proposing rezoning, that a traffic concern is something you always fight in Multi-Family. I know that the property is currently zoned C-3. C-3 would obviously, if it was fully developed for some of its allowed uses would generate significant more traffic than a Multi-Family Development. However, if we just step back and use a little common sense, any type of highly use C-3 is not going to be developed on South Caraway so long as it is a two-lane road even though it is designated as a Major Arterial Road. As an owner of a property out there, I feel a little bit of a bait and switch. If you remember, back in the 90's if you all remember we passed a one-cent sales tax that had a sunset clause on it. It was specifically dedicated for certain street improvements, south caraway being one of those. I don't recall if the money was supposed to be spent for a three lane or if it was five lane. The fact is it is still two lane and the city apparently ran out of money before it got to the project on south caraway.

This road handles 15,000 thousand cars a day. It is the most used two lane highway or street in the city. The city desperately needs to do something before we continue the development. This is in my opinion. So I would encourage this Commission to look carefully at the traffic. I know there is a traffic study but I have concerns with the primary entrance into this proposed project being lined up with my only ingress and egress out of the Caraway Business Park. It is going to create additional problems who lease space that try to run a business or lease an office there. Now I think that the traffic is my primary concern, but also being a lawyer who has represented a number of opponents for rezoning particularly multi-family rezoning. The thing I hear over, over, over again is concentration. I had a privilege of serving on the moratorium committee that was a topic that was discuss at length. We learned that at least in the Nettleton School District the vast majority of apartments are in the Nettleton School District and they don't have a problem with this and frankly not with the top notch building complex. I think if it were build, it would be the nicest project in town. However, I don't think this is the proper location for it. If you look at density and concentration and if you know that density and concentration lead to crime issue. I certainly will be the last to say that this project will increase crime on S Caraway. I do not think that at all. However, what I do think if you look at what is already on S Caraway. I would encourage this Commission to be very careful about how many more apartments you put in one area. This will be next to the Links that already has 672 apartment units. If you look in the 1500 ft. radius of this area, you will find there is almost 1500 apartments units within 1500 ft. of this property. That includes apartments on Latourette, The Links and The Meadows, which is just diagonally across from the property, which butts the back of my Caraway Business Park. Craighead Commons and Caraway Commons and Stadium Place, which is just a little, further than 1500 ft. which is as the crow flies. Then you have Gladiolus and

Craig Hills which in that area out there you are talking about 2400 units that are already built in that area. Some of them don't use Caraway, like the backside of the Links that use Harrisburg Road, which is frankly as bad as S Caraway. So, I would encourage this Commission to look carefully and not only the traffic on S Caraway until the City decides to do something about widening this street as they have promise for years. Also, be careful about the concentration, I think the last thing we need in this city is another area what is like North of the University in Apartment City. I again don't think this project is certainly is of that nature. It is a higher-class top-notch project, again I just don't think it is appropriate to put it where it is proposed and I also don't think it is appropriate to have the main entrance across from our entrance into the business park. If you decide to approve it please consider moving the main entrance where it lines up with Glenn Place and hopefully someday it will justify having a traffic light. Thank you very much.

COMMISSION: Mr. Ron Kelton asked Mr. Jim Lyons we talked yesterday about time frames with we don't have the federal money for the street so delay of games is currently our best interest as far as resources, but can you give us about time frames when you would start. When Phase 1 would start and when it might be finished.

APPLICANT: Mr. Jim Lyons we plan to start in Spring of 2018 for Phase 1, would take approximately 18 months, and would put us near the end of 2019 close to 2020. I can't predict the future pertaining to the development by the city but that is Phase 1 and Phase 2 would not be started until the completion and I just not talking about the construction, I'm talking about it being occupied. Mr. Parkers comments except for the fact that the traffic information showed that a commercial property in this area would cause substantial traffic in this area than Multi-family and I realize that it might not all be developed at one or immediately but it could be developed. Therefore, this is going to do something to reduce the traffic in the long run instead of increase the traffic. It is going to take a while in the length of the build out with the quality of construction that is being used.

COMMISSION: Mr. Jim Scurlock stated that Jim when we talked yesterday at the premeeting about the north entrance not being the main entrance and Don Parker talked about the north entrance being the main entrance and south entrance so which is the main entrance. The south entrance is not going to be used for a while.

APPLICANT: Mr. Jim Lyons stated that the northern most entrance is not going to be the main entrance. As it currently stands if the city prefers we use that. Mr. Will Ralph works for Braxton that did the traffic study and he did the study so he can direct you.

APPLICANT: Mr. Will Ralph stated that he was the developer of this project and to clarify what Jim was speaking of – the North entrance is consider the main entrance – primary entrance. The clubhouse is at the entrance. Whether the clubhouse is there or at Glenn Place, I would anticipate that most of our traffic would use that North entrance with the primary vehicle use is going north or coming north. Therefore, that is why we placed the clubhouse there. I certainly appreciate Mr. Parker's concerns about Caraway road. We been working with the city for several months regarding these access locations. Working with Mr. Nichols, Mr. Smith and their team we determined from a safety standpoint and having them lined up provide most safe and proficient movement in this area. If we don't line those up you have five different points in that area with cars going back and forth. Movements aren't as safe and it doesn't operate as well. That is why we lined it up that way and as far as our site plan layout we prefer not a huge deal for us – hope this helps.

COMMISSION: Kevin Bailey asked Mark Nichols to give us comments on the future traffic inputs.

ENGINEERING: Mr. Mark Nichols stated that he would concur also with the alignment of the drives lining up or have a minimum offset with our city ordinance and this would be our best scenario for the drives. Regarding traffic study, to look at full buildout if it would warrant for one and if we were going to get that request and we would have them to share in the cost of that. We don't have an intent on putting a signal at this location in the future we would to know what the volumes would be. As far as the road, improvement along Caraway there is no plans at this time. Our Master Street Plan does call for this to be a Principal Arterial and there are no current plans to do that. As a matter of fact, if it does get widen to five lane, it is less likely to warrant a signal. Really the only volume that trigger the signal it was the right turn on Glenn Place, without the develop; it was the justification for a signal. The development in itself does not warrant a traffic signal. Even if you would put all the traffic on the South Drive. If you would put everybody down there it still wouldn't warrant a signal. Just looking at the layout most people will use the north entrance, it is going to be a challenge to turn left in the am / pm out of the development. The least conflict will be in the main or north entrance so as they have now so we would concur with that.

COMMISSION: Mr. Ron Kelton with the stipulations does that wording need to be changed Carol.

ATTORNEY: Ms. Carol Duncan stated it is vague with a letter describing future traffic signal but I don't want it to cross. I think you could do either it way leave it vague or a letter of contribution for a traffic signal on Caraway Road. I don't want it to look like an impact fee.

COMMISSION: Mr. Jim Scurlock said Jim you said anything do if it doesn't need a light it needs five lane it could go for a road fund.

ATTORNEY: Ms. Carol Duncan said you could accept it as a road fund I just don't want it to be made to look like an impact fee. I don't think we have any method or means for an impact fees.

APPLICANT: Mr. Jim Lyons said we don't have any problems.

COMMISSION: Mr. Jerry Reece said it could be vague so that you can have it which ever way you want it.

APPLICANT: Mr. Jim Lyons stated that you just tell me what you want with whatever Ms. Carol says so that yall are not getting into trouble and we are glad to do it.

COMMISSION: Mr. Ron Kelton stated Mr. Lyons I'm good if the Attorney is good. It is just that we had revisited that and I'm good as long as we get that into our minutes.

APPLICANT: Mr. Jim Lyons this is one time I'm good if the attorney on the other side is good.

COMMISSION: Mr. Ron Kelton do we need to put about the fence to satisfy as one of the stipulations.

CHAIR: Mr. Lonnie Roberts we already have the screening.

ATTORNEY: Ms. Carol Duncan I see it as an agreement with them and the church.

APPLICANT: Mr. Jim Lyons we are going to do that with the church.

ATTORNEY: Ms. Carol Duncan stated city does not have anything with that.

COMMISSION ACTION:

Mr. Jim Scurlock made a motion to approve case RZ:17-08, as submitted, to the City Council with the noted conditions:

1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the MAPC, prior to any redevelopment of the property.
3. Any change of use shall be subject to Planning Commission approval in the future.
4. A final site plan illustrating compliance with site requirements for parking, signage, landscaping, fencing, buffering etc. shall be submitted to the MAPC prior to any redevelopment. New screening outdoor storage and dumpster enclosure requirements shall be implemented if stipulated by the MAPC.
5. A photorealistic rendering of the property from Caraway Road
6. A letter describing cash-in-lieu payment for a contribution to future Caraway Road improvements
7. A letter evaluating trip generation based on current allowed uses (C-3) versus proposed use (PD-RM)

MAPC find that to rezone property from C-3 General Commercial District to PD-RM Planned Development Residential Multifamily. Mr. Ron Kelton seconded the motion.

Roll Call Vote: 6-0, Aye's: Ron Kelton; Jim Scurlock; Kevin Bailey; Brant Perkins; Jerry Reece and Jimmy Cooper.

Absent: Paul Hoelscher and Rick Stripling.

Conclusion:

The Planning Department Staff finds that the requested Zoning Change submitted for subject parcel, should the Council decide to approve based on the above observations and criteria of Case RZ 17-08, a request to rezone property from C-3 General Commercial District to PD-RM Planned Development Multi Family Residential, subject to final site plan approval by the MAPC and the following conditions:

- 8. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.
- 9. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the MAPC, prior to any redevelopment of the property.
- 10. Any change of use shall be subject to Planning Commission approval in the future.
- 11. A final site plan illustrating compliance with site requirements for parking, signage, landscaping, fencing, buffering etc. shall be submitted to the MAPC prior to any redevelopment. New screening outdoor storage and dumpster enclosure requirements shall be implemented if stipulated by the MAPC.
- 12. A photorealistic rendering of the property from Caraway Road
- 13. A letter describing cash-in-lieu payment for a contribution to future Caraway Road improvements
- 14. A letter evaluating trip generation based on current allowed uses (C-3) versus proposed use (PD-RM)

Respectfully Submitted for Council Consideration,
The Planning Department

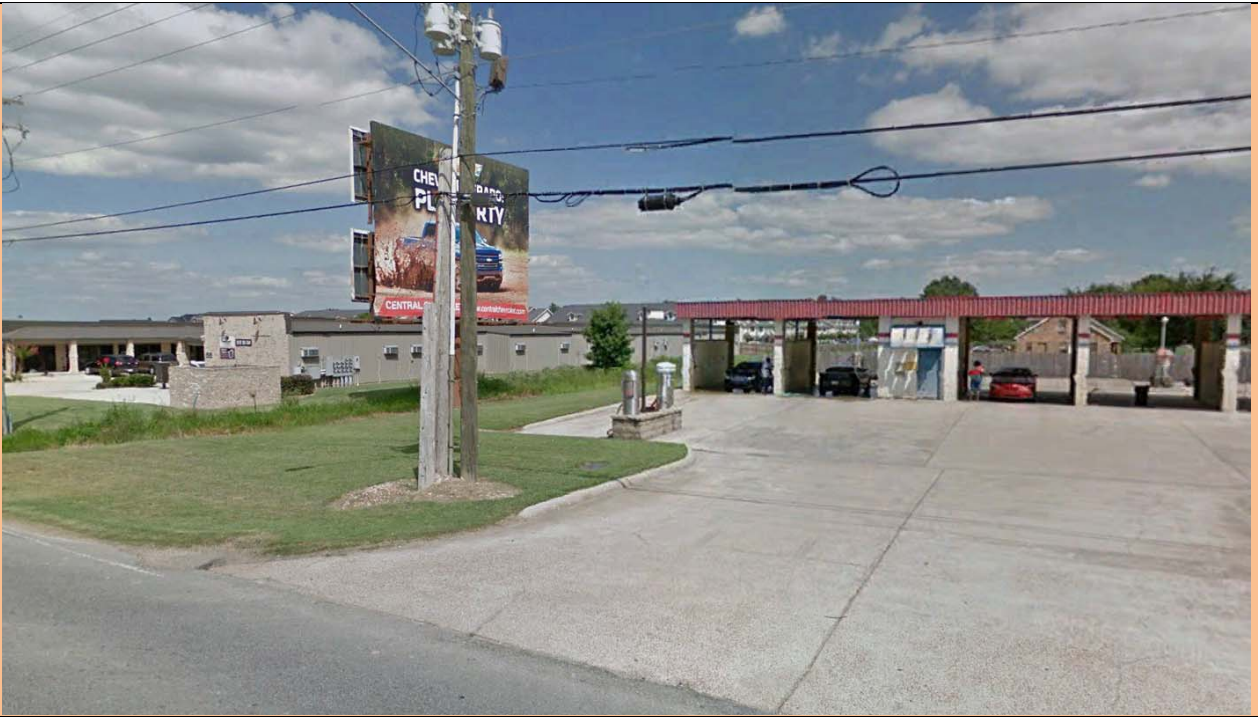
PICTURES OF AREA



View looking North



View looking South



View looking East



View looking West

TRAFFIC IMPACT ANALYSIS

FOR

**BRAXTON DEVELOPMENT
APARTMENTS**

JONESBORO, ARKANSAS

Prepared for:

Braxton Development

Prepared by:

Fisher & Arnold, Inc.
1801 Latourette Drive
Jonesboro, Arkansas 72404

April 2017

TABLE OF CONTENTS

	PAGE
PURPOSE	1
EXISTING CONDITIONS.....	3
PROPOSED DEVELOPMENT.....	4
TRAFFIC PROJECTIONS	6
LEVEL-OF-SERVICE ANALYSIS	12
SIGNAL WARRANT ANALYSIS	21
SUMMARY.....	25
APPENDIX	

PURPOSE

The purpose of this study is to evaluate the impact to traffic from the proposed Apartments located on the west side of S. Caraway Road near the intersection of S. Caraway Road and Glenn Place. This study includes determining if the intersection of S. Caraway Road and Glenn Place meets any warrants for a traffic signal. This study further evaluates the Level-of-Service of the two unsignalized intersections that will provide access into the site. Figure 1 shows the location of the proposed development.

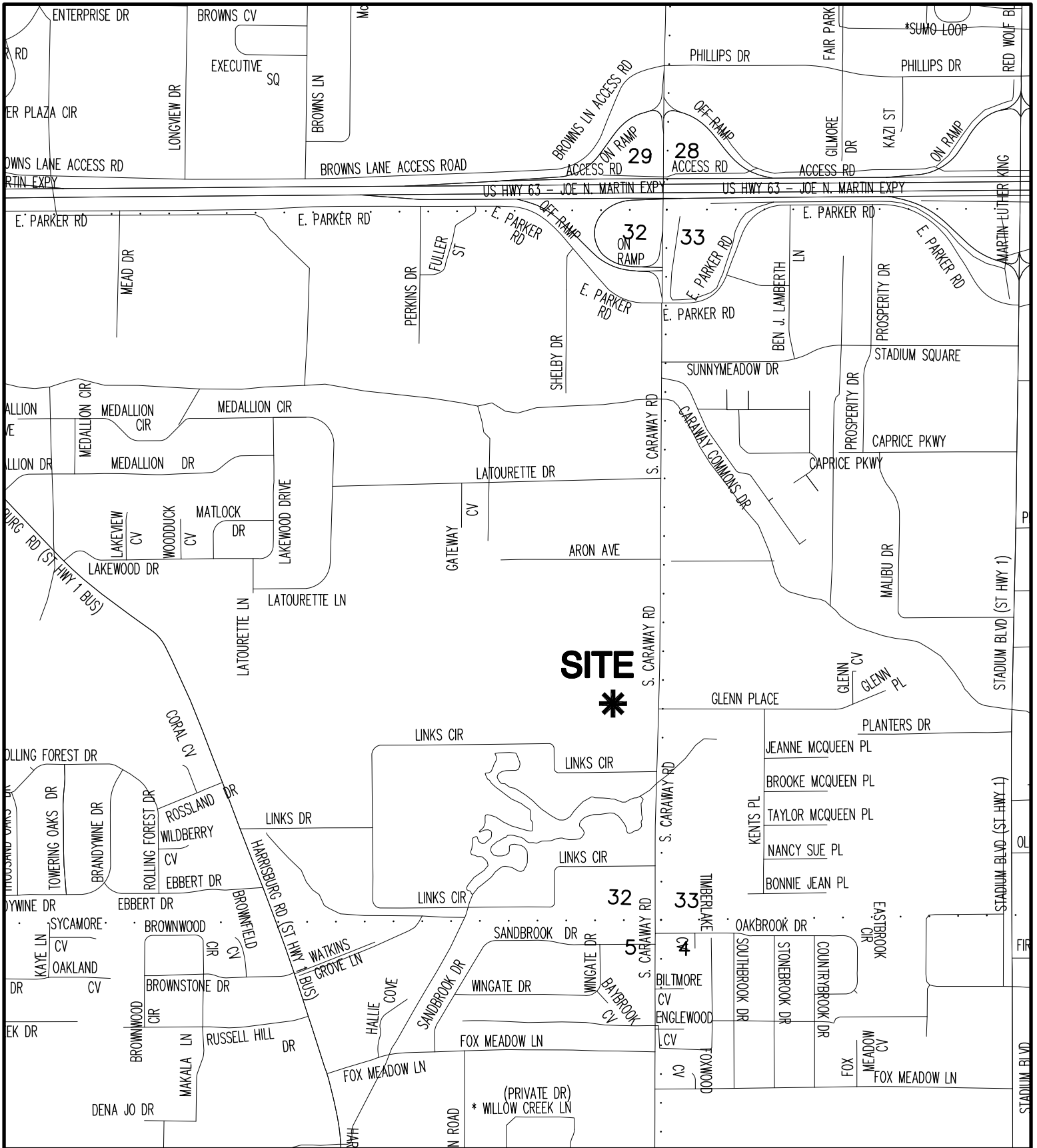


FIGURE 1
VICINITY MAP

EXISTING CONDITIONS

The Braxton Development Apartments are proposed to be constructed on the west side of S. Caraway Road across from the Glenn Place intersection. Caraway Road is a north south roadway that extends from the south side of Jonesboro, north to near the Arkansas State University Campus. This section of roadway provides access for many residential and commercial properties. The roadway adjacent to the proposed apartment complex is a two lane rural section.

Glenn Place is an east west two lane collector road that serves primarily residential properties east of S. Caraway. There is a gas station at the southeast corner of S. Caraway and Glenn Place and a car wash on the northeast corner.



S. Caraway Road and Glenn Place Intersection

Traffic counts were taken at the intersection of S. Caraway and Glenn Place on Wednesday, March 29, 2017. Traffic counts began at 5:30 A.M. and extended to 7:30 P.M. The results of this 14-hour count are shown in the Appendix.

PROPOSED DEVELOPMENT

This proposed development consists of a multi-family residential apartment complex with a total of 296 dwelling units. A total of 184 is planned for Phase 1 and a total of 112 in Phase 2. For the purpose of this study, the estimated traffic generated from the development will be the total build-out of 296 units. See Figure 2 for the preliminary site plan of the development. Access to the site is planned to include two drives off of S. Caraway Road with the main drive approximately 280 feet north of the Glenn Place intersection. The secondary drive is planned to line up directly across from Glenn Place. Both drives provide full movements with a one lane entrance, and one lane exiting the site.

As stated above the development is planned for two different phases. Phase 2 of the development is not anticipated to begin until 2019, and be completed in 2020.



Figure 2
Site Plan

JONESBORO MULTI FAMILY SCHEMATIC SITE PLAN - # 4
JONESBORO, AR

TABLATIONS

PHASE I

SITE AREA: APPROX. 11.97 AC.
 UNIT TABULATION:
 1 BEDROOM: 68 UNITS (36.94%)
 2 BEDROOM: 88 UNITS (47.83%)
 3 BEDROOM: 28 UNITS (15.22%)
 TOTAL: 184 UNITS / NET ACRE
 @ 16.57 UNITS / NET ACRE

PARKING TABULATION:
 359 SURFACE PARKING
 24 TUCK-UNDER GARAGES
 401 PARKING REQUIRED
 403 TOTAL PARKING PROVIDED
 @ 2.19 PARKING/UNIT
 @ 1.26 PARKING/BED

OPEN SPACE TABULATION:
 104,300 SQ. FT. REQUIRED
 +/- 144,000 SQ. FT. PROVIDED

PHASE II

SITE AREA: APPROX. 6.18 AC.
 UNIT TABULATION:
 1 BEDROOM: 42 UNITS (67.50%)
 2 BEDROOM: 56 UNITS (90.10%)
 3 BEDROOM: 14 UNITS (22.40%)
 TOTAL: 112 UNITS / NET ACRE
 @ 18.12 UNITS / NET ACRE

PARKING TABULATION:
 241 SURFACE PARKING
 10 TUCK-UNDER GARAGES
 242 PARKING REQUIRED
 287 TOTAL PARKING PROVIDED
 @ 2.29 PARKING/UNIT
 @ 1.31 PARKING/BED

OPEN SPACE TABULATION:
 53,900 SQ. FT. REQUIRED
 +/- 65,000 SQ. FT. PROVIDED

PHASE I + PHASE II

SITE AREA: APPROX. 18.15 AC.
 UNIT TABULATION:
 1 BEDROOM: 110 UNITS (37.23%)
 2 BEDROOM: 144 UNITS (47.83%)
 3 BEDROOM: 42 UNITS (14.10%)
 TOTAL: 296 UNITS
 @ 16.31 UNITS / NET ACRE

PARKING TABULATION:
 600 SURFACE PARKING
 30 DETACHED GARAGES
 30 TUCK-UNDER GARAGES
 448 PARKING REQUIRED
 440 TOTAL PARKING PROVIDED
 @ 2.19 PARKING/UNIT
 @ 1.26 PARKING/BED
 * SURFACE PARKING INCLUDES
 14 HANDICAP PARKING

OPEN SPACE TABULATION:
 158,200 SQ. FT. REQUIRED
 +/- 209,000 SQ. FT. PROVIDED

TRAFFIC PROJECTIONS

Traffic generated from the proposed site was estimated from the Institute of Transportation Engineers Trip Generation Manual 9th Edition. Volumes were generated for both the A.M. Peak Hour and the P.M. Peak Hour during a weekday when traffic volumes are greater. Below are the volumes anticipated for both A.M. and P.M. Peak Hours. Table 1 displays the anticipated traffic generated from the site.

296 Dwelling Units

A.M. PEAK HOURS

$T = 0.49 (X) + 3.73 = 149$
 80% Exiting $0.8 X 149 = 119$
 20% Entering $0.2 X 149 = 30$

P.M. PEAK HOUR

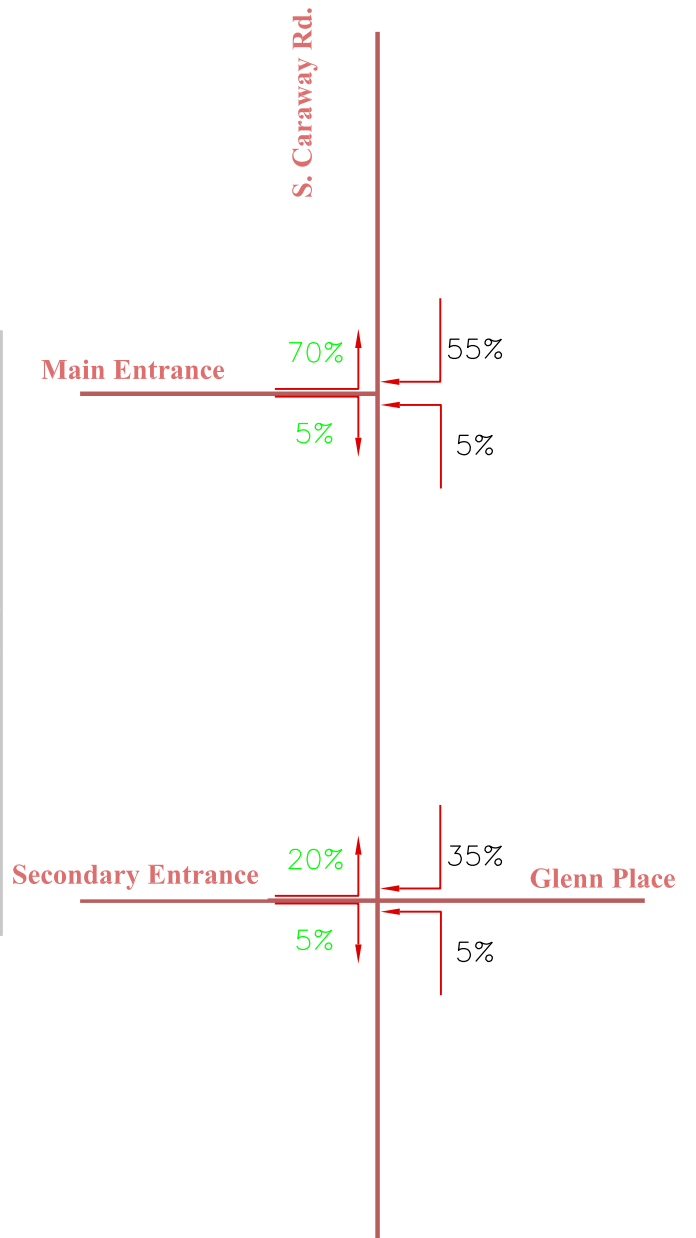
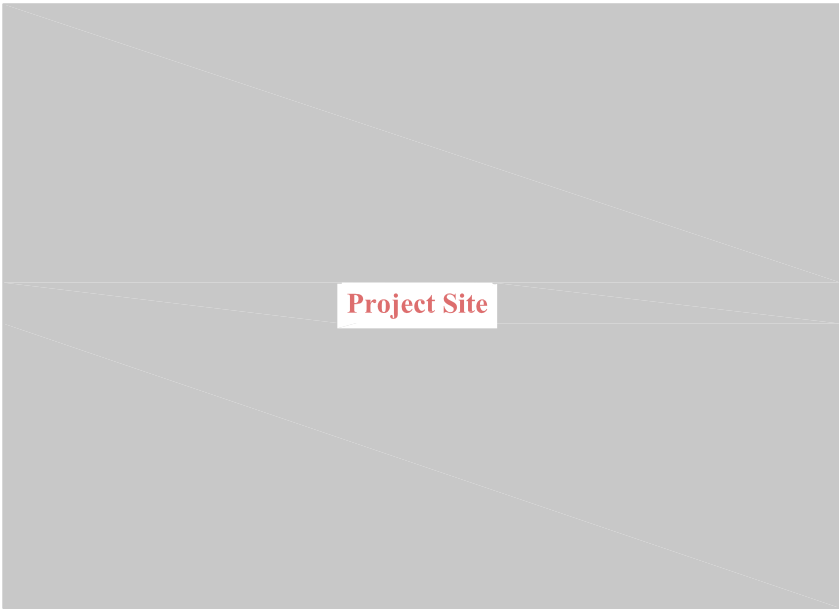
$T = 0.55 (X) + 17.65 = 180$
 35% Exiting $.35 X 180 = 63$
 65% Entering $.65 X 180 = 117$

X = Number of Dwelling Units
 T = Total Trip Ends

TABLE 1			
TRIP GENERATION			
A.M. Peak Hour		P.M. Peak Hour	
Enter	Exit	Enter	Exit
30	119	117	63

The new trips that will be generated by the development were assigned to the roadway network using the trip distributions shown in Figure 3. Figure 3 shows the trip distribution pattern for both the A.M. and the P.M. peak hour without any signalization of S. Caraway Road and Glenn Place. In the event of signalization at this intersection, distribution out of the site will change significantly. Figure 4 shows the anticipated distribution with a signal at this

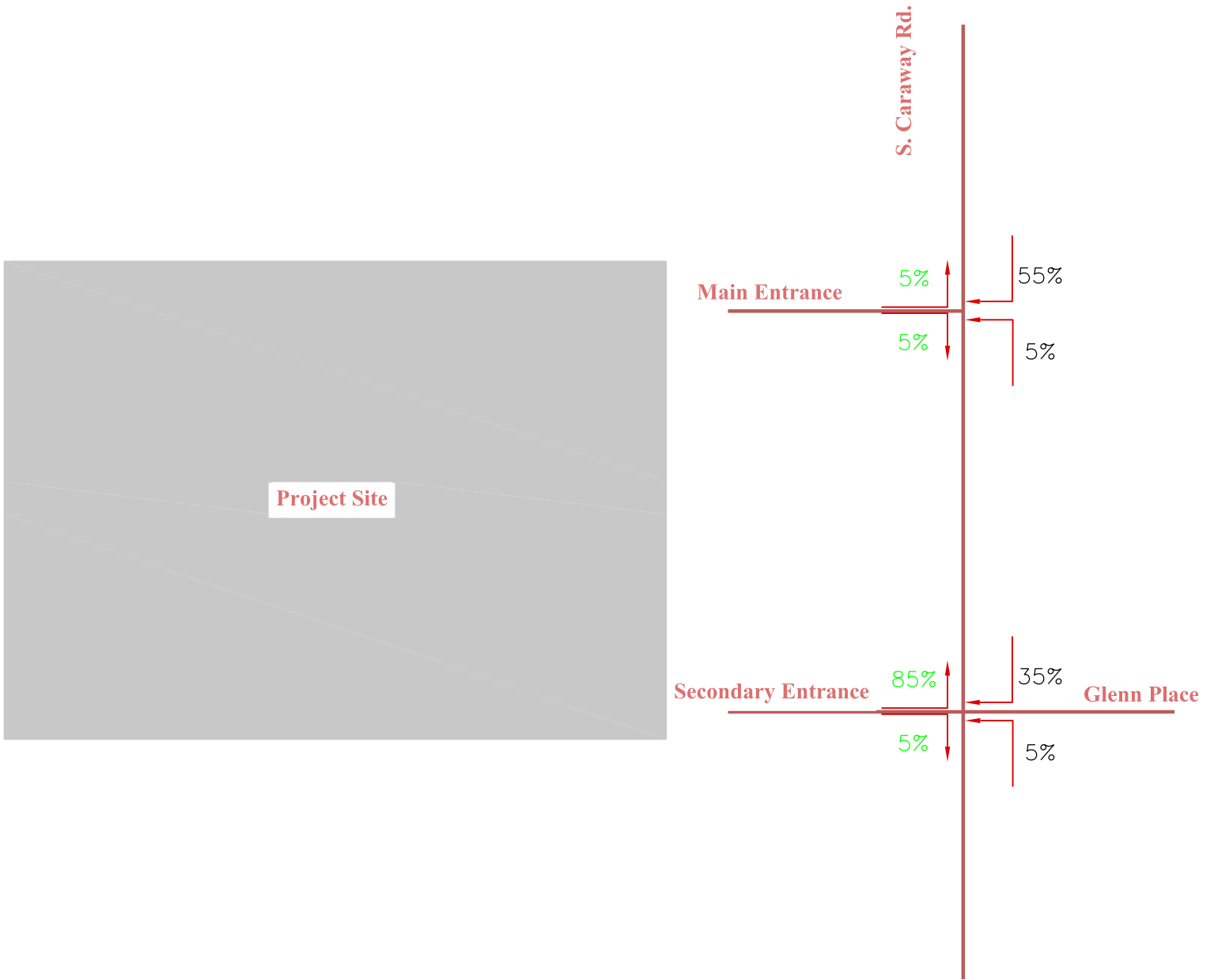
intersection. The trip distribution was based upon observed traffic patterns in the area. It is estimated that 90 percent of the A.M. and P.M. traffic generated from the site will travel north from the site towards I-555. It is estimated that 90% of the projected traffic will come from this same direction during both the A.M. and P.M. Peak Hour back to the site. The traffic assignment for these peak hour volumes is shown in Figure 5 without any signalization, and Figure 6 with the signalization.



XX% — ENTERING

XX% — EXITING

Figure 3
Distribution of Peak Hour Traffic Volumes
Generated by the Project Site With No Signalization (AM/PM Peak Hour)
 (Not to Scale)



XX% – ENTERING

XX% – EXITING

Figure 4
Distribution of Peak Hour Traffic Volumes
Generated by the Project Site (AM/PM Peak Hour)
With Signalization of S. Caraway & Glenn Place
 (Not to Scale)

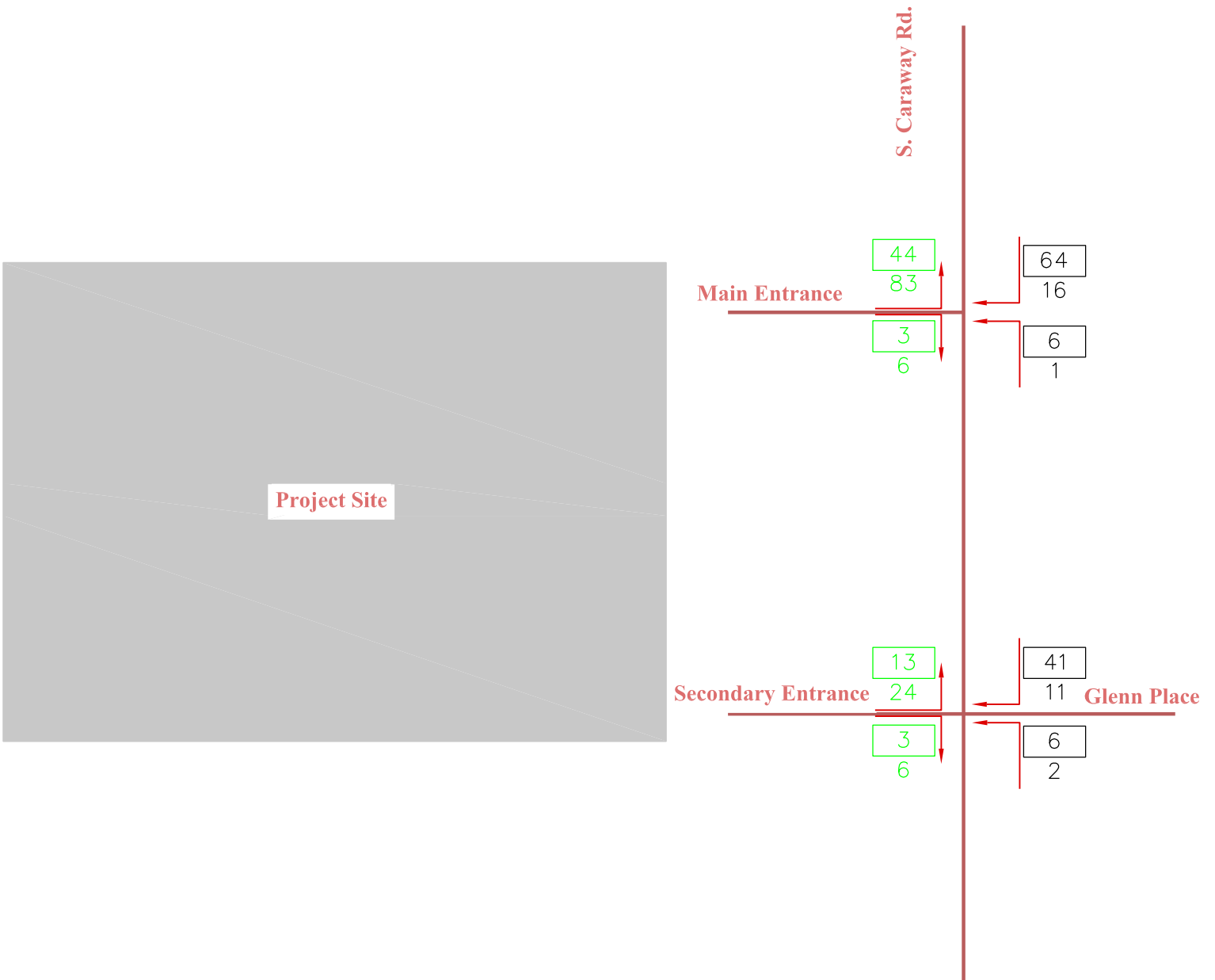
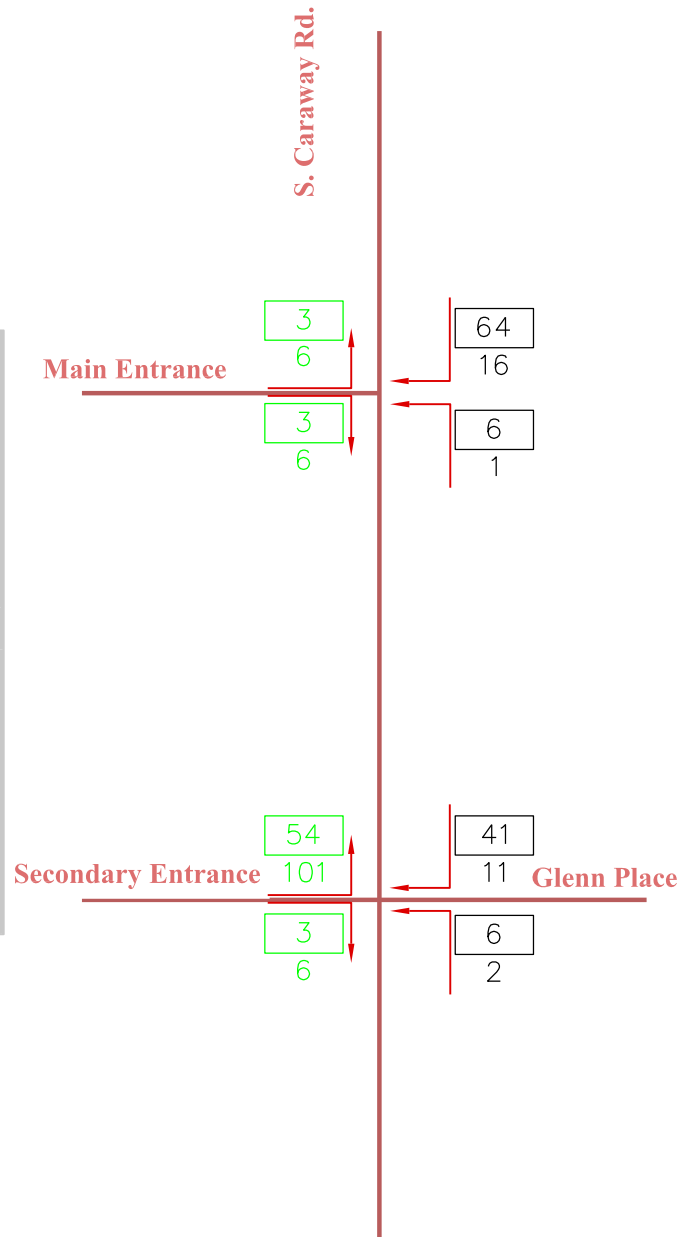
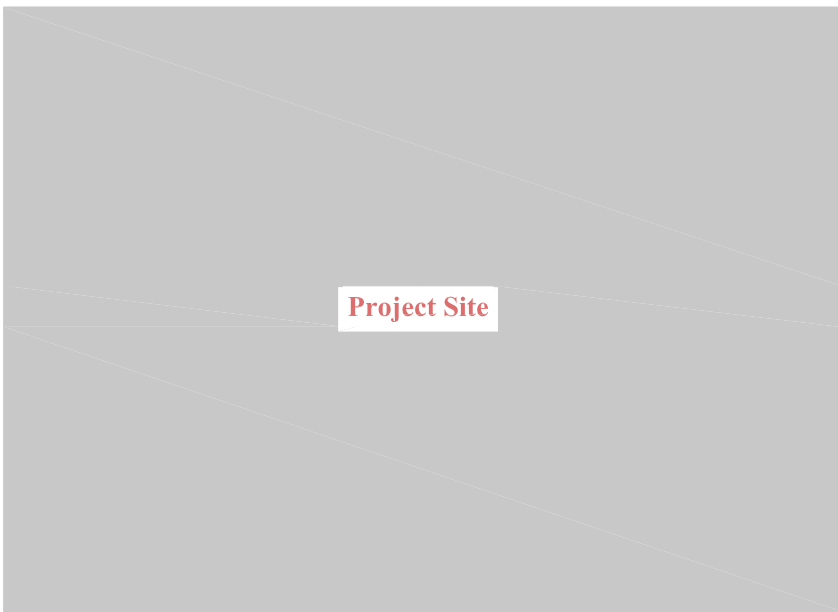


Figure 5
Assignment of Peak Hour Traffic Volumes
Generated by the Project Site With No Signalization (AM/PM Peak Hour)
 (Not to Scale)



117	ENTERING
63	EXITING

30	ENTERING
119	EXITING

P.M.
A.M.

Figure 6
Assignment of Peak Hour Traffic Volumes
Generated by the Project Site (AM/PM Peak Hour)
With Signalization of S. Caraway & Glenn Place
 (Not to Scale)

LEVEL-OF-SERVICE ANALYSIS

In order to determine the Level-of-Service (LOS) for these two access points for the proposed development a capacity analysis was performed at these intersections.

Traffic volumes used for the analysis included the volumes acquired from the traffic counts at the S. Caraway Road and Glenn Place intersection. Since Phase 2 of the development is not expected to be completed until 2020, a 1.5 % growth factor per year was used for the S. Caraway through traffic only. No increase in volume was calculated for Glenn Place due to the fact that the area is built out. The existing peak hour volumes are shown in Figure 7, and the 2020 volumes without the development (No build) are shown in Figure 8. Volumes projected from the proposed site was added to the intersection based upon 2020 traffic volumes and no signalization. These volumes are shown in Figures 9 and 10.

Level-of-Service (LOS) for an intersection is defined in the Highway Capacity Manual in terms of delay, which is a measure of driver discomfort, frustration, fuel consumption and lost travel time. Six LOS are defined with letters designating each level from A to F, with LOS "A" representing the best operating conditions and LOS "F" representing the worst operating conditions. Table 2 shows the LOS for unsignalized intersections and the associated delay in seconds.

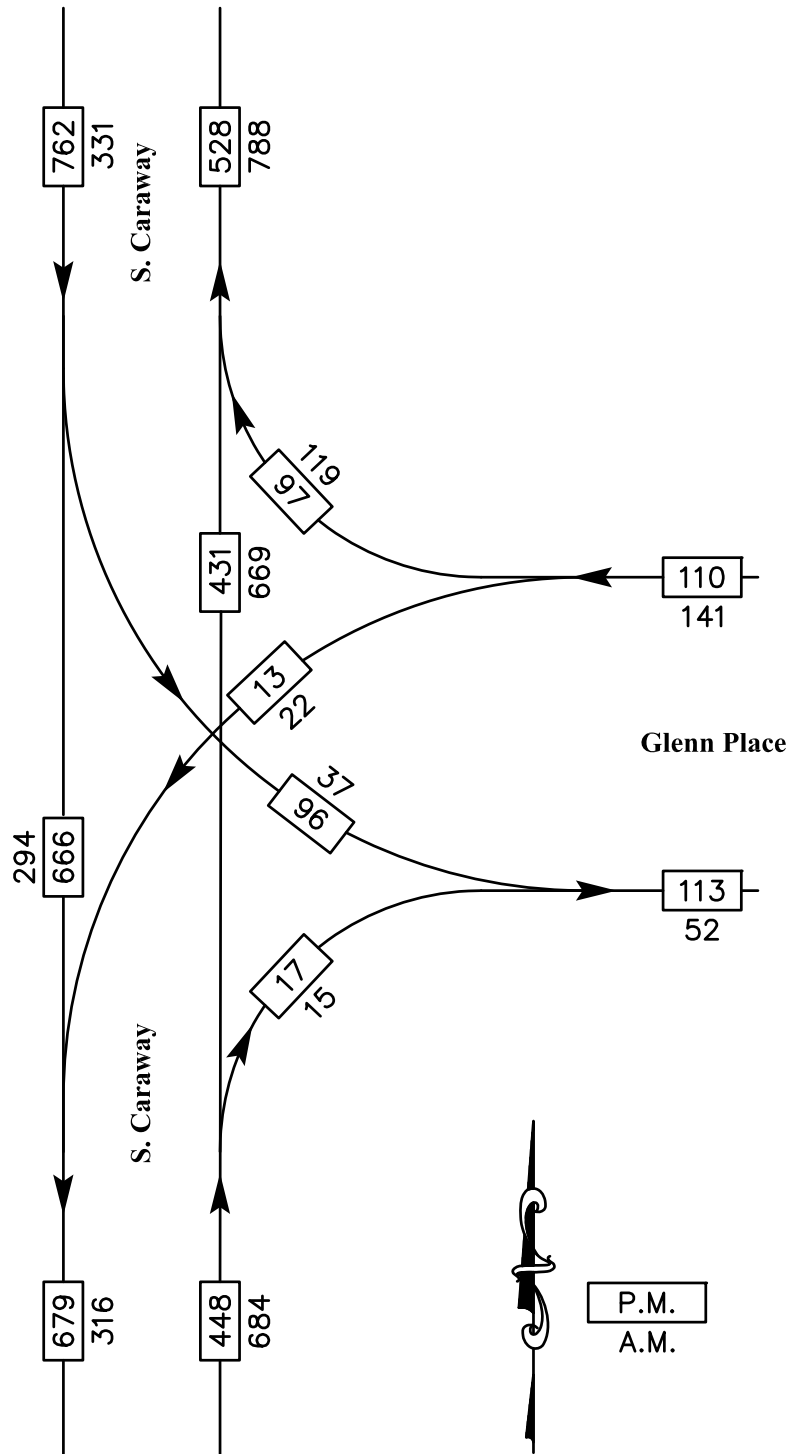


Figure 7
Existing Peak Hour Volumes
S. Caraway Road/Glenn Place

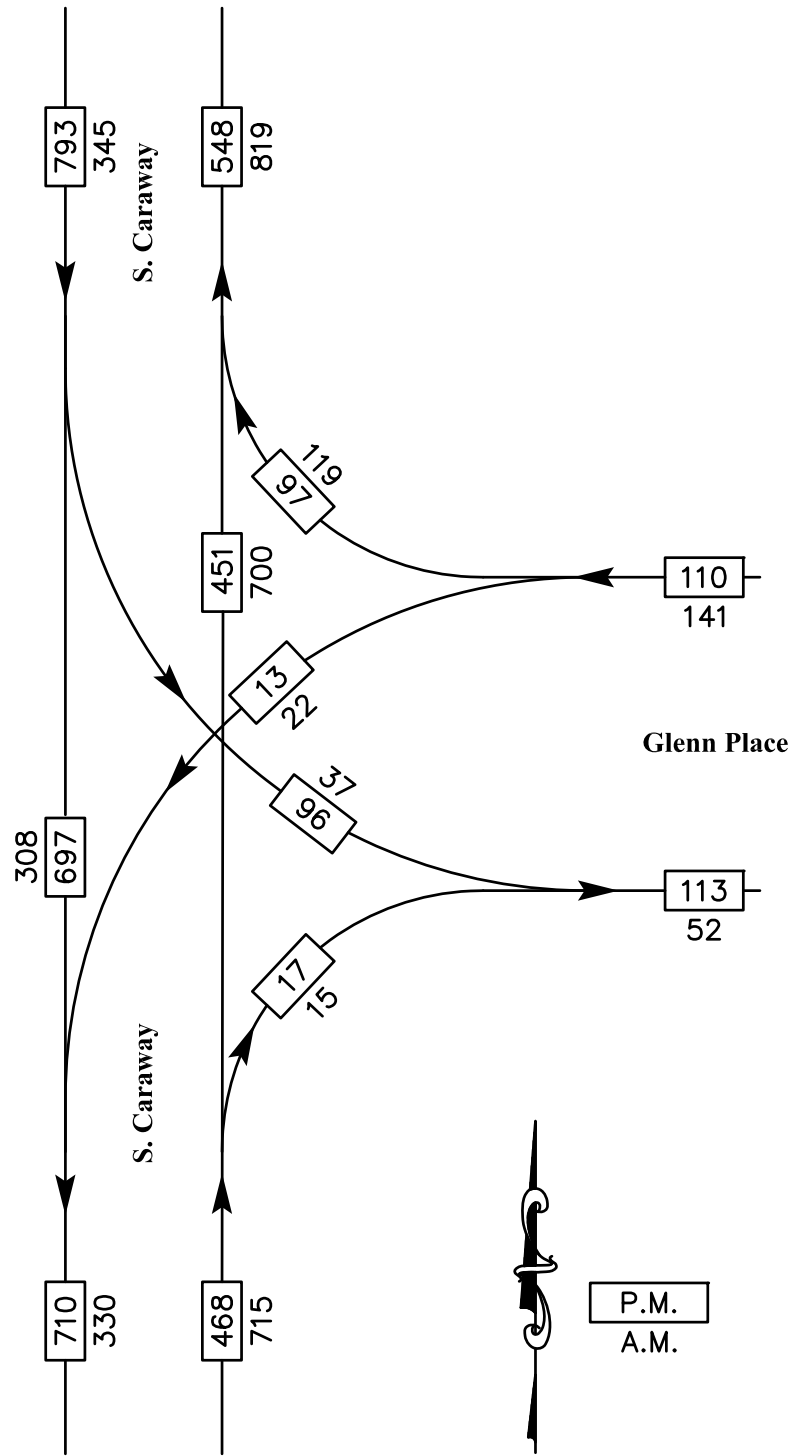


Figure 8
Peak Hour Volumes (2020 No-Build)
S. Caraway Road/Glenn Place

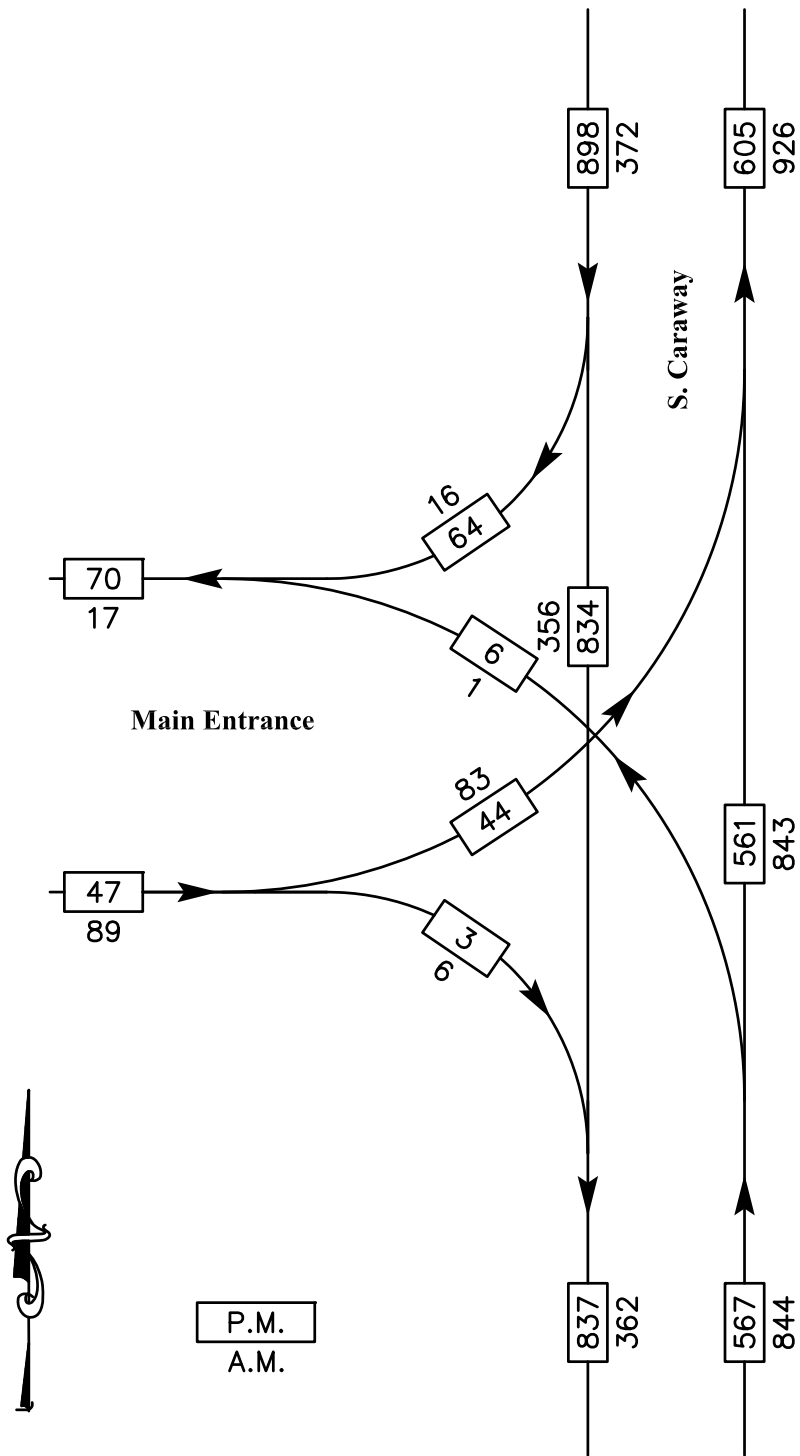


Figure 9
 Proposed Peak Hour Volumes (2020 Build)
 Main Entrance/South Caraway

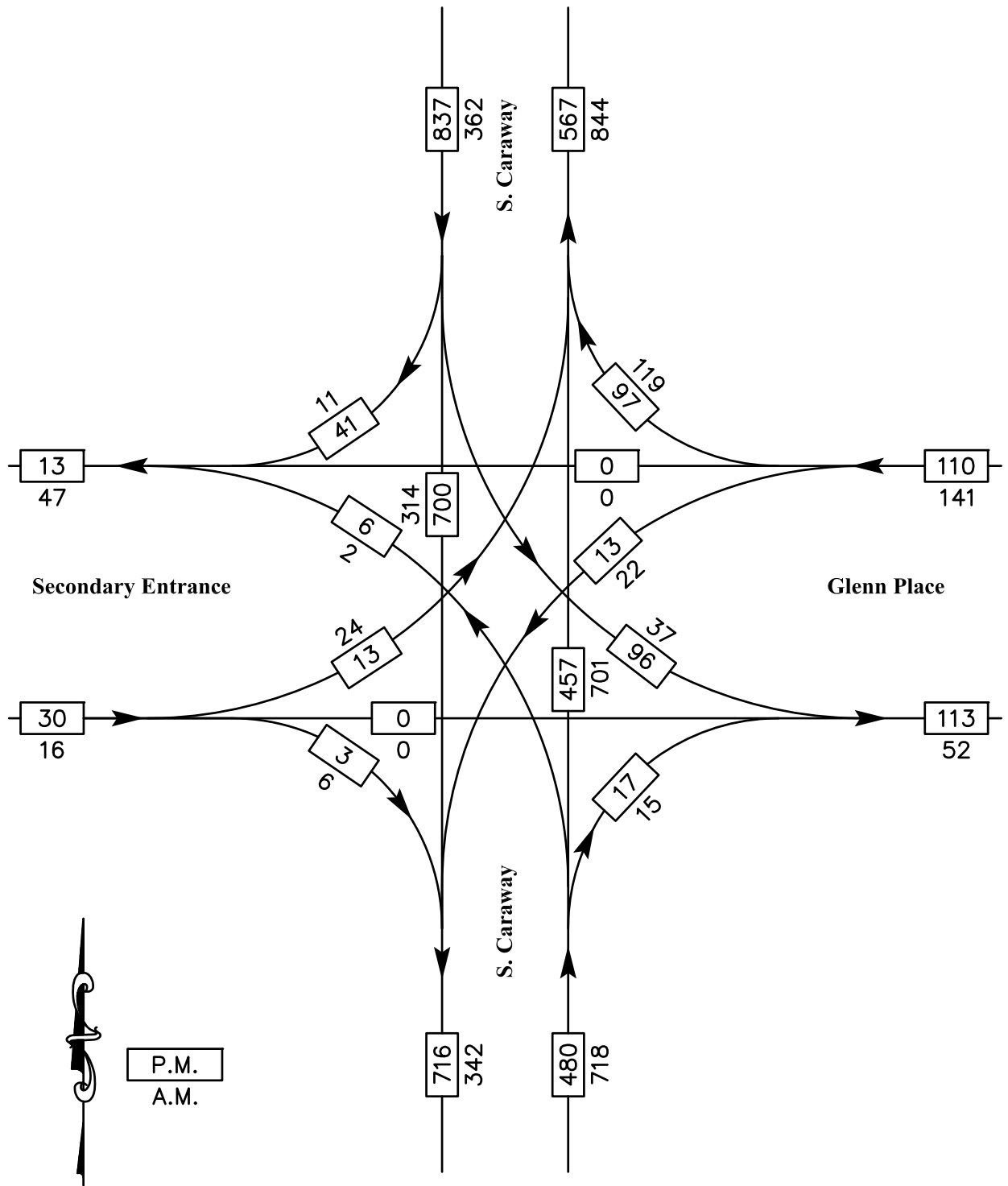


Figure 10
Proposed Peak Hour Volumes (2020 Build)
Glenn Place & Secondary Entrance/South Caraway Road

TABLE 2	
LEVEL-OF-SERVICE	
Level-of-Service	Average Total Delay (SEC/VEH)
	Unsignalized
A	≤10
B	>10 and ≤15
C	>15 and ≤25
D	>25 and ≤35
E	>35 and ≤50
F	>50

The Highway Capacity Software Version 5.6 was used to perform the LOS analysis. The analysis for the existing conditions at S. Caraway and Glenn Place show that the stop conditions for westbound Glenn Place operates at a LOS “C” for both A.M and P.M. Peak Hours. The southbound Caraway left turn operates at a LOS “A” for the same periods. With the additional traffic projected from 2020 traffic without the development (no build), the LOS remains the same with only a slight increase in delay time. Results for this intersection analysis are shown in Tables 3 and 4, with the HCS reports in the Appendix.

Volumes from the development were then added to the S. Caraway and Glenn Place intersection for the 2020 volumes. This intersection now becomes a full 4-leg intersection. The analysis was run again and the westbound Glenn Place traffic slipped to a LOS “D” in the A.M. Peak, but remained a LOS “C” in the P.M. Peak, although delays increased. The southbound left turn into Glenn Place remained a LOS “A” for both periods.

TABLE 3					
S. CARAWAY ROAD AND GLENN PLACE					
Existing Conditions					
Approach	Movement	LEVEL OF SERVICE			
		AM Peak Hour (LOS)	Average Delay (sec/veh)	PM Peak Hour (LOS)	Average Delay (sec/veh)
Westbound	Left/Right	C	21.6	C	16.7
Northbound	Through	-	-	-	-
	Right	-	-	-	-
Southbound	Left	A	9.4	A	8.7
	Through	-	-	-	-

TABLE 4					
S. CARAWAY ROAD AND GLENN PLACE					
Projected 2020 Traffic (No Build)					
Approach	Movement	LEVEL OF SERVICE			
		AM Peak Hour (LOS)	Average Delay (sec/veh)	PM Peak Hour (LOS)	Average Delay (sec/veh)
Westbound	Left/Right	C	23.0	C	17.5
Northbound	Through	-	-	-	-
	Right	-	-	-	-
Southbound	Left	A	9.5	A	8.8
	Through	-	-	-	-

The newly added eastbound traffic from the proposed development will operate at a LOS “E” for the A.M. Peak Hour and slip to a LOS “F” for the P.M. Peak Hour. This is due to the volume of the left turn movement out of the site. This analysis was run with only one lane exiting the site. The analysis was run again utilizing an additional lane exiting the site for right turns. The results changed little since the vast majority of the vehicles are turning left to go north on S. Caraway. The results of this analysis are shown in Table 5. The HCS Reports are in the Appendix.

The main entrance to the north was also analyzed. The results show that the eastbound movement out of the site will operate at a LOS “E” for both the A.M. and P.M. Peak Hours. The results were also run with an additional lane out of the site. This additional lane, again did not decrease delays significantly. The results are shown in Table 6 with the HCS Reports in the Appendix.

Queue Lengths

The queue lengths for both the main entrance and secondary entrance of Glenn Place were also evaluated. With just the one-lane exiting the site, an average of one to three vehicles can be expected in the queue for the Peak Hour. The Site Plan currently provides enough distance for 3 vehicles to queue up to exit the site, therefore the distance should be adequate at both access points. However, even though the analysis has the average of no more than 3 vehicles in the queue, there could be the occasional rush of traffic at certain periods that cause this number to increase due to the inconsistency of traffic volumes

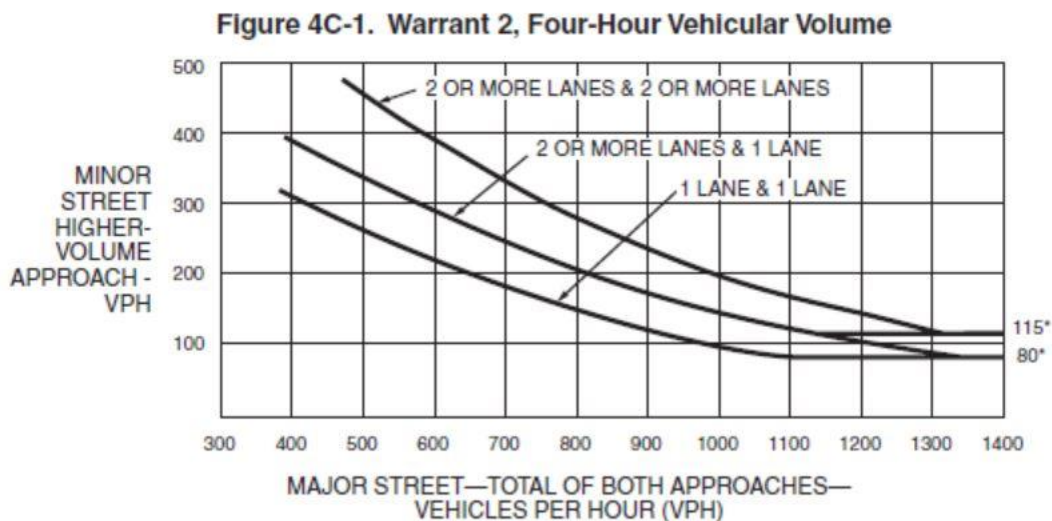
TABLE 5					
S. CARAWAY ROAD AND GLENN PLACE					
Proposed Conditions (Build)					
Approach	Movement	LEVEL OF SERVICE			
		AM Peak Hour (LOS)	Average Delay (sec/veh)	PM Peak Hour (LOS)	Average Delay (sec/veh)
Eastbound	Left/Right	E	48.0	F	66.5
Westbound	Left	D	25.9	C	21.5
Northbound	Left	A	8.0	A	9.4
	Through	-	-	-	-
	Right	-	-	-	-
Southbound	Left	A	9.5	A	8.8
	Through	-	-	-	-
	Right	-	-	-	-

TABLE 6					
S. CARAWAY ROAD AND MAIN ENTRANCE					
Proposed Conditions (Build)					
Approach	Movement	LEVEL OF SERVICE			
		AM Peak Hour (LOS)	Average Delay (sec/veh)	PM Peak Hour (LOS)	Average Delay (sec/veh)
Eastbound	Left/Right	E	43.7	E	49.6
Northbound	Left	A	8.1	B	10.1
	Through	-	-	-	-
Southbound	Through	-	-	-	-
	Right	-	-	-	-

SIGNAL WARRANT ANALYSIS

The Manual on Uniform Traffic Control Devices (MUTCD) outlines 8 different warrants to justify the installation of a traffic signal. The traffic signal should not be installed unless one or more of these warrants are satisfied. After reviewing the volumes from the existing traffic counts, only one warrant was considered for evaluation - Warrant 2, Four-Hour Vehicular Volume. The MUTCD states the following concerning this particular warrant.

The need for a traffic control signal shall be considered if an engineering study finds that, for each of any 4 hours of an average day, the plotted points representing the vehicles per hour on the major street (total of both approaches) and the corresponding vehicles per hour on the higher-volume minor-street approach (one direction only) all fall above the applicable curve in Figure 4C-1 for the existing combination of approach lanes. On the minor street, the higher volumes shall not be required to be on the same approach during each of these 4 hours.



*Note: 115 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 80 vph applies as the lower threshold volume for a minor-street approach with one lane.

The volumes for the total approach for S. Caraway along with volumes from Glenn Place were compiled for the 14 hour period mentioned previously. The warrant was checked for each of these hours which included all of the right turn movements out of Glenn Place. This warrant was also checked if you use just 75% of the right turns out of Glenn Place. None of the left turns were reduced in either comparison. The results of this signal warrant analysis determine that five of the 14 hours do satisfy the warrant if all right turns are included in the analysis. This would satisfy the Four-Hour Vehicular Volume Warrant. When the right turns are reduced to 75% of the volume, only one of the fourteen hour periods meet the warrant. Therefore, this warrant is not satisfied if the Right Turns are reduced to 75% of their values. The results are shown in Table 7.

TABLE 7

Four-Hour Vehicle Volume Warrant

Start Time	Caraway			Glenn Place	Warrant Met	Glenn Place Westbound Approach Total	Warrant Met
	Southbound	Northbound	Total Approach	Westbound	Y/N	75% Right Turns	Y/N
	5:30 AM	11	28	39	14		11
5:45 AM	25	39	64	7		5	
6:00 AM	17	39	56	6		5	
6:15 AM	35	52	87	12		9	
Hourly Total	88	158	246	39	N	30	N
6:30 AM	31	79	110	23		18	
6:45 AM	46	72	118	22		18	
7:00 AM	65	77	142	30		24	
7:15 AM	74	174	248	39		31	
Hourly Total	216	402	618	114	N	91	N
7:30 AM	78	228	306	48		38	
7:45 AM	95	174	269	38		29	
8:00 AM	84	108	192	16		13	
8:15 AM	57	89	146	25		20	
Hourly Total	314	599	913	127	Y	100	N
8:30 AM	75	111	186	26		20	
8:45 AM	59	97	156	21		16	
9:00 AM	56	82	138	18		14	
9:15 AM	53	69	122	13		10	
Hourly Total	243	359	602	78	N	59	N
9:30 AM	68	73	141	17		13	
9:45 AM	71	79	150	23		18	
10:00 AM	65	71	136	10		9	
10:15 AM	63	72	135	16		13	
Hourly Total	267	295	562	66	N	53	N
10:30 AM	59	77	136	13		10	
10:45 AM	76	95	171	12		10	
11:00 AM	85	84	169	12		9	
11:15 AM	80	85	165	9		7	
Hourly Total	300	341	641	46	N	36	N
11:30 AM	78	66	144	19		15	
11:45 AM	103	77	180	16		12	
12:00 PM	136	90	226	17		14	
12:15 PM	109	104	213	29		23	
Hourly Total	426	337	763	81	N	64	N

TABLE 7, CONTINUED

Start Time	Caraway			Glenn Place	Warrant Met	Glenn Place	Warrant Met
	Southbound	Northbound	Total Approach	Westbound	Y/N	Westbound Approach Total	
						75% Right Turns	
12:30 PM	105	87	192	18		14	
12:45 PM	92	101	193	27		21	
1:00 PM	115	81	196	14		11	
1:15 PM	97	74	171	21		16	
Hourly Total	409	343	752	80	N	62	N
1:30 PM	111	97	208	32		25	
1:45 PM	100	72	172	21		17	
2:00 PM	122	72	194	14		11	
2:15 PM	112	100	212	18		15	
Hourly Total	445	341	786	85	N	68	N
2:30 PM	127	99	226	32		25	
2:45 PM	136	116	252	32		25	
3:00 PM	132	129	261	19		15	
3:15 PM	142	89	231	22		18	
Hourly Total	537	433	970	105	Y	83	N
3:30 PM	140	117	257	16		13	
3:45 PM	160	110	270	25		20	
4:00 PM	147	121	268	28		21	
4:15 PM	151	95	246	30		23	
Hourly Total	598	443	1041	99	Y	77	N
4:30 PM	179	108	287	25		20	
4:45 PM	170	111	281	27		21	
5:00 PM	192	135	327	24		19	
5:15 PM	212	98	310	33		26	
Hourly Total	753	452	1205	109	Y	85	Y
5:30 PM	188	104	292	26		20	
5:45 PM	160	88	248	22		17	
6:00 PM	156	92	248	22		18	
6:15 PM	163	94	257	24		19	
Hourly Total	667	378	1045	94	Y	74	N
6:30 PM	135	64	199	27		21	
6:45 PM	114	89	203	27		21	
7:00 PM	100	71	171	27		21	
7:15 PM	114	88	202	16		13	
Hourly Total	463	312	775	97	N	77	N

SUMMARY

The purpose of the study was to evaluate the impact to traffic from the Proposed Apartment Complex on the west side of S. Caraway Road near the Glenn Place Intersection. This study included a Level-of-Service (LOS) Analysis of the two proposed access points, with one of these points being the intersection of S. Caraway Road and Glenn Place. In addition to this analysis a Traffic Signal Warrant Analysis was also performed at the existing intersection of S. Caraway Road and Glenn Place.

The results of the LOS Analysis determined that the existing intersection of S. Caraway and Glenn Place would only be slightly impacted by the development. Delays would increase for Glenn Place by 4 seconds or less during peak hours. The Analysis did show however that during Peak Hours, traffic exiting the proposed development would experience delays at both access points with LOS being an "E" or an "F". Although these delays are not desirable, they are consistent with other access points along S. Caraway approaching from the west. Queuing lengths from vehicles exiting the site would normally be able to be accommodated within the area provided by the site plan which provides storage for 3 vehicles. There could however be short periods of time when more than 3 vehicles are in the queue, but this should happen infrequently.

The Traffic Signal Warrant Analysis revealed that at the existing intersection of S. Caraway Road and Glenn Place, the Four-Hour Vehicular Volume Warrant is satisfied, if you include all right turns coming out of Glenn Place. Any reduction of these right turns will cause this intersection to fail to meet this warrant.

APPENDIX

Study Name 03.29.17 Jonesboro (S. Caraway and Glenn) TMC

Start Date 03/29/2017

Start Time 5:30 AM

Site Code

Project Jonesboro: S. Caraway and Glenn

Turning Movement Data

Type Road
Classification Totals

Start Time	Caraway Southbound			Glenn Westbound			Caraway Northbound			Intersection Total
	Thru	Left	App Total	Right	Left	App. Total	Right	Thru	App. Total	
5:30 AM	10	1	11	14	0	14	0	28	28	53
5:45 AM	22	3	25	7	0	7	0	39	39	71
6:00 AM	16	1	17	5	1	6	0	39	39	62
6:15 AM	30	5	35	12	0	12	1	51	52	99
Hourly Total	78	10	88	38	1	39	1	157	158	285
6:30 AM	26	5	31	22	1	23	2	77	79	133
6:45 AM	41	5	46	17	5	22	0	72	72	140
7:00 AM	58	7	65	23	7	30	2	75	77	172
7:15 AM	66	8	74	31	8	39	4	170	174	287
Hourly Total	191	25	216	93	21	114	8	394	402	732
7:30 AM	72	6	78	39	9	48	8	220	228	354
7:45 AM	85	10	95	35	3	38	2	172	174	307
8:00 AM	71	13	84	14	2	16	1	107	108	208
8:15 AM	50	7	57	22	3	25	2	87	89	171
Hourly Total	278	36	314	110	17	127	13	586	599	1040
8:30 AM	70	5	75	25	1	26	0	111	111	212
8:45 AM	50	9	59	19	2	21	1	96	97	177
9:00 AM	52	4	56	18	0	18	1	81	82	156
9:15 AM	46	7	53	13	0	13	2	67	69	135
Hourly Total	218	25	243	75	3	78	4	355	359	680
9:30 AM	56	12	68	15	2	17	0	73	73	158
9:45 AM	66	5	71	20	3	23	2	77	79	173
10:00 AM	57	8	65	6	4	10	2	69	71	146
10:15 AM	57	6	63	12	4	16	3	69	72	151
Hourly Total	236	31	267	53	13	66	7	288	295	628
10:30 AM	58	1	59	11	2	13	3	74	77	149
10:45 AM	68	8	76	9	3	12	0	95	95	183
11:00 AM	78	7	85	11	1	12	0	84	84	181
11:15 AM	69	11	80	8	1	9	1	84	85	174
Hourly Total	273	27	300	39	7	46	4	337	341	687
11:30 AM	68	10	78	15	4	19	1	65	66	163
11:45 AM	97	6	103	16	0	16	5	72	77	196
12:00 PM	118	18	136	14	3	17	3	87	90	243
12:15 PM	94	15	109	25	4	29	2	102	104	242
Hourly Total	377	49	426	70	11	81	11	326	337	844

Start Time	Caraway Southbound			Glenn Westbound			Caraway Northbound			Intersection Total
	Thru	Left	App Total	Right	Left	App. Total	Right	Thru	App. Total	
12:30 PM	93	12	105	16	2	18	1	86	87	210
12:45 PM	76	16	92	23	4	27	2	99	101	220
1:00 PM	106	9	115	13	1	14	6	75	81	210
1:15 PM	81	16	97	20	1	21	4	70	74	192
Hourly Total	356	53	409	72	8	80	13	330	343	832
1:30 PM	95	16	111	29	3	32	4	93	97	240
1:45 PM	85	15	100	15	6	21	1	71	72	193
2:00 PM	109	13	122	11	3	14	1	71	72	208
2:15 PM	89	23	112	13	5	18	1	99	100	230
Hourly Total	378	67	445	68	17	85	7	334	341	871
2:30 PM	110	17	127	28	4	32	7	92	99	258
2:45 PM	115	21	136	28	4	32	1	115	116	284
3:00 PM	114	18	132	15	4	19	4	125	129	280
3:15 PM	118	24	142	17	5	22	3	86	89	253
Hourly Total	457	80	537	88	17	105	15	418	433	1075
3:30 PM	120	20	140	14	2	16	7	110	117	273
3:45 PM	132	28	160	22	3	25	7	103	110	295
4:00 PM	123	24	147	27	1	28	9	112	121	296
4:15 PM	127	24	151	27	3	30	3	92	95	276
Hourly Total	502	96	598	90	9	99	26	417	443	1140
4:30 PM	147	32	179	21	4	25	4	104	108	312
4:45 PM	154	16	170	24	3	27	3	108	111	308
5:00 PM	170	22	192	20	4	24	3	132	135	351
5:15 PM	178	34	212	30	3	33	6	92	98	343
Hourly Total	649	104	753	95	14	109	16	436	452	1314
5:30 PM	164	24	188	23	3	26	5	99	104	318
5:45 PM	135	25	160	22	0	22	2	86	88	270
6:00 PM	139	17	156	16	6	22	4	88	92	270
6:15 PM	144	19	163	19	5	24	5	89	94	281
Hourly Total	582	85	667	80	14	94	16	362	378	1139
6:30 PM	113	22	135	23	4	27	1	63	64	226
6:45 PM	100	14	114	24	3	27	8	81	89	230
7:00 PM	81	19	100	23	4	27	2	69	71	198
7:15 PM	99	15	114	11	5	16	4	84	88	218
Hourly Total	393	70	463	81	16	97	15	297	312	872
Grand Total	4968	758	5726	1052	168	1220	156	5037	5193	12139
Approach %	86.8%	13.2%	-	86.2%	13.8%	-	3.0%	97.0%	-	-
Total %	40.9%	6.2%	-	8.7%	1.4%	-	1.3%	41.5%	-	-
Lights	4894	751	-	1035	164	-	147	4987	-	11978
% Lights	98.5%	99.1%	-	98.4%	97.6%	-	94.2%	99.0%	-	98.7%
Mediums	74	7	-	17	4	-	9	46	-	157
% Mediums	1.5%	0.9%	-	1.6%	2.4%	-	5.8%	0.9%	-	1.3%
Articulated Trucks	-	-	-	-	-	-	-	4	-	4
% Articulated Trucks	-	-	-	-	-	-	-	0.1%	-	0.0%
Bicycles	-	-	-	-	-	-	-	-	-	0
Pedestrians	-	-	-	-	6	-	-	-	-	6

TWO-WAY STOP CONTROL SUMMARY

General Information		Site Information	
Analyst	Rick Gafford	Intersection	S. Caraway and Glenn Place
Agency/Co.	Fisher Arnold	Jurisdiction	Jonesboro, AR
Date Performed	4/6/2017	Analysis Year	2017
Analysis Time Period	AM Peak		

Project Description: D10323	
East/West Street: Glenn Place	North/South Street: S. Caraway
Intersection Orientation: North-South	Study Period (hrs): 0.25

Vehicle Volumes and Adjustments

Major Street	Northbound			Southbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume (veh/h)		669	15	37	294	
Peak-Hour Factor, PHF	1.00	0.92	0.92	0.92	0.92	1.00
Hourly Flow Rate, HFR (veh/h)	0	727	16	40	319	0
Percent Heavy Vehicles	0	--	--	2	--	--
Median Type	Undivided					
RT Channelized			0			0
Lanes	0	1	0	0	1	0
Configuration			TR	LT		
Upstream Signal		0			0	

Minor Street	Eastbound			Westbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume (veh/h)				22	0	119
Peak-Hour Factor, PHF	1.00	1.00	1.00	0.92	0.92	0.92
Hourly Flow Rate, HFR (veh/h)	0	0	0	23	0	129
Percent Heavy Vehicles	0	0	0	2	2	2
Percent Grade (%)	0			0		
Flared Approach		N			N	
Storage		0			0	
RT Channelized			0			0
Lanes	0	0	0	0	1	0
Configuration					LTR	

Delay, Queue Length, and Level of Service

Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration		LT		LTR				
v (veh/h)		40		152				
C (m) (veh/h)		864		367				
v/c		0.05		0.41				
95% queue length		0.15		1.98				
Control Delay (s/veh)		9.4		21.6				
LOS		A		C				
Approach Delay (s/veh)	--	--	21.6					
Approach LOS	--	--	C					

TWO-WAY STOP CONTROL SUMMARY

General Information		Site Information	
Analyst	<i>Rick Gafford</i>	Intersection	<i>S. Caraway and Glenn Place</i>
Agency/Co.	<i>Fisher Arnold</i>	Jurisdiction	<i>Jonesboro, AR</i>
Date Performed	<i>4/6/2017</i>	Analysis Year	<i>2017</i>
Analysis Time Period	<i>PM Peak</i>		

Project Description <i>D10323</i>	
East/West Street: <i>Glenn Place</i>	North/South Street: <i>S. Caraway</i>
Intersection Orientation: <i>North-South</i>	Study Period (hrs): <i>0.25</i>

Vehicle Volumes and Adjustments

Major Street	Northbound			Southbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume (veh/h)		431	17	96	666	
Peak-Hour Factor, PHF	1.00	0.92	0.92	0.92	0.92	1.00
Hourly Flow Rate, HFR (veh/h)	0	468	18	104	723	0
Percent Heavy Vehicles	0	--	--	2	--	--
Median Type	<i>Undivided</i>					
RT Channelized			0			0
Lanes	0	1	0	0	1	0
Configuration			<i>TR</i>	<i>LT</i>		
Upstream Signal		0			0	

Minor Street	Eastbound			Westbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume (veh/h)				13	0	97
Peak-Hour Factor, PHF	1.00	1.00	1.00	0.92	0.92	0.92
Hourly Flow Rate, HFR (veh/h)	0	0	0	14	0	105
Percent Heavy Vehicles	0	0	0	2	2	2
Percent Grade (%)	0			0		
Flared Approach		<i>N</i>			<i>N</i>	
Storage		0			0	
RT Channelized			0			0
Lanes	0	0	0	0	1	0
Configuration					<i>LTR</i>	

Delay, Queue Length, and Level of Service

Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration		<i>LT</i>		<i>LTR</i>				
v (veh/h)		104		119				
C (m) (veh/h)		1077		425				
v/c		0.10		0.28				
95% queue length		0.32		1.13				
Control Delay (s/veh)		8.7		16.7				
LOS		<i>A</i>		<i>C</i>				
Approach Delay (s/veh)	--	--	16.7					
Approach LOS	--	--	<i>C</i>					

TWO-WAY STOP CONTROL SUMMARY

General Information		Site Information	
Analyst	<i>Rick Gafford</i>	Intersection	<i>S. Caraway and Glenn Place</i>
Agency/Co.	<i>Fisher Arnold</i>	Jurisdiction	<i>Jonesboro, AR</i>
Date Performed	<i>4/6/2017</i>	Analysis Year	<i>2020</i>
Analysis Time Period	<i>AM Peak (No Build)</i>		

Project Description <i>D10323</i>	
East/West Street: <i>Glenn Place</i>	North/South Street: <i>S. Caraway</i>
Intersection Orientation: <i>North-South</i>	Study Period (hrs): <i>0.25</i>

Vehicle Volumes and Adjustments

Major Street	Northbound			Southbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume (veh/h)		700	15	37	308	
Peak-Hour Factor, PHF	1.00	0.92	0.92	0.92	0.92	1.00
Hourly Flow Rate, HFR (veh/h)	0	760	16	40	334	0
Percent Heavy Vehicles	0	--	--	2	--	--
Median Type	<i>Undivided</i>					
RT Channelized			0			0
Lanes	0	1	0	0	1	0
Configuration			<i>TR</i>	<i>LT</i>		
Upstream Signal		0			0	

Minor Street	Eastbound			Westbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume (veh/h)				22	0	119
Peak-Hour Factor, PHF	1.00	1.00	1.00	0.92	0.92	0.92
Hourly Flow Rate, HFR (veh/h)	0	0	0	23	0	129
Percent Heavy Vehicles	0	0	0	2	2	2
Percent Grade (%)	0			0		
Flared Approach		<i>N</i>			<i>N</i>	
Storage		0			0	
RT Channelized			0			0
Lanes	0	0	0	0	1	0
Configuration					<i>LTR</i>	

Delay, Queue Length, and Level of Service

Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration		<i>LT</i>		<i>LTR</i>				
v (veh/h)		40		152				
C (m) (veh/h)		840		349				
v/c		0.05		0.44				
95% queue length		0.15		2.13				
Control Delay (s/veh)		9.5		23.0				
LOS		<i>A</i>		<i>C</i>				
Approach Delay (s/veh)	--	--	23.0					
Approach LOS	--	--	<i>C</i>					

TWO-WAY STOP CONTROL SUMMARY

General Information		Site Information	
Analyst	<i>Rick Gafford</i>	Intersection	<i>S. Caraway and Glenn Place</i>
Agency/Co.	<i>Fisher Arnold</i>	Jurisdiction	<i>Jonesboro, AR</i>
Date Performed	<i>4/6/2017</i>	Analysis Year	<i>2020</i>
Analysis Time Period	<i>PM Peak (No Build)</i>		

Project Description <i>D10323</i>	
East/West Street: <i>Glenn Place</i>	North/South Street: <i>S. Caraway</i>
Intersection Orientation: <i>North-South</i>	Study Period (hrs): <i>0.25</i>

Vehicle Volumes and Adjustments

Major Street	Northbound			Southbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume (veh/h)		451	17	96	697	
Peak-Hour Factor, PHF	1.00	0.92	0.92	0.92	0.92	1.00
Hourly Flow Rate, HFR (veh/h)	0	490	18	104	757	0
Percent Heavy Vehicles	0	--	--	2	--	--
Median Type	<i>Undivided</i>					
RT Channelized			0			0
Lanes	0	1	0	0	1	0
Configuration			<i>TR</i>	<i>LT</i>		
Upstream Signal		0			0	

Minor Street	Eastbound			Westbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume (veh/h)				13	0	97
Peak-Hour Factor, PHF	1.00	1.00	1.00	0.92	0.92	0.92
Hourly Flow Rate, HFR (veh/h)	0	0	0	14	0	105
Percent Heavy Vehicles	0	0	0	2	2	2
Percent Grade (%)	0			0		
Flared Approach	<i>N</i>			<i>N</i>		
Storage	0			0		
RT Channelized			0			0
Lanes	0	0	0	0	1	0
Configuration				<i>LTR</i>		

Delay, Queue Length, and Level of Service

Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration		<i>LT</i>		<i>LTR</i>				
v (veh/h)		104		119				
C (m) (veh/h)		1057		405				
v/c		0.10		0.29				
95% queue length		0.33		1.21				
Control Delay (s/veh)		8.8		17.5				
LOS		<i>A</i>		<i>C</i>				
Approach Delay (s/veh)	--	--	17.5					
Approach LOS	--	--	<i>C</i>					

TWO-WAY STOP CONTROL SUMMARY

General Information		Site Information	
Analyst	<i>Rick Gafford</i>	Intersection	<i>S. Caraway and Glenn Place</i>
Agency/Co.	<i>Fisher Arnold</i>	Jurisdiction	<i>Jonesboro, AR</i>
Date Performed	<i>4/6/2017</i>	Analysis Year	<i>2020</i>
Analysis Time Period	<i>AM Peak (Build 1 Lane)</i>		

Project Description <i>D10323</i>	
East/West Street: <i>Glenn Place/Secondary Entrance</i>	North/South Street: <i>S. Caraway</i>
Intersection Orientation: <i>North-South</i>	Study Period (hrs): <i>0.25</i>

Vehicle Volumes and Adjustments

Major Street	Northbound			Southbound			
	Movement	1	2	3	4	5	6
		L	T	R	L	T	R
Volume (veh/h)		2	701	15	37	314	11
Peak-Hour Factor, PHF		0.92	0.92	0.92	0.92	0.92	0.92
Hourly Flow Rate, HFR (veh/h)		2	761	16	40	341	11
Percent Heavy Vehicles		0	--	--	2	--	--
Median Type	<i>Undivided</i>						
RT Channelized				0			0
Lanes		0	1	0	0	1	0
Configuration		<i>LTR</i>			<i>LTR</i>		
Upstream Signal			0			0	

Minor Street	Eastbound			Westbound			
	Movement	7	8	9	10	11	12
		L	T	R	L	T	R
Volume (veh/h)		24	0	6	22	0	119
Peak-Hour Factor, PHF		0.92	0.92	0.92	0.92	0.92	0.92
Hourly Flow Rate, HFR (veh/h)		26	0	6	23	0	129
Percent Heavy Vehicles		0	0	0	2	2	2
Percent Grade (%)		0			0		
Flared Approach		<i>N</i>			<i>N</i>		
Storage		0			0		
RT Channelized				0			0
Lanes		0	1	0	0	1	0
Configuration		<i>LTR</i>			<i>LTR</i>		

Delay, Queue Length, and Level of Service

Approach	Northbound		Westbound			Eastbound			
	Movement	1	4	7	8	9	10	11	12
Lane Configuration		<i>LTR</i>	<i>LTR</i>		<i>LTR</i>			<i>LTR</i>	
v (veh/h)		2	40		152			32	
C (m) (veh/h)		1218	839		321			115	
v/c		0.00	0.05		0.47			0.28	
95% queue length		0.00	0.15		2.42			1.05	
Control Delay (s/veh)		8.0	9.5		25.9			48.0	
LOS		<i>A</i>	<i>A</i>		<i>D</i>			<i>E</i>	
Approach Delay (s/veh)		--	--	25.9			48.0		
Approach LOS		--	--	<i>D</i>			<i>E</i>		

TWO-WAY STOP CONTROL SUMMARY

General Information		Site Information	
Analyst	Rick Gafford	Intersection	S. Caraway and Glenn Place
Agency/Co.	Fisher Arnold	Jurisdiction	Jonesboro, AR
Date Performed	4/6/2017	Analysis Year	2020
Analysis Time Period	PM Peak (Build 1 Lane)		

Project Description <i>D10323</i>	
East/West Street: <i>Glenn Place/Secondary Entrance</i>	North/South Street: <i>S. Caraway</i>
Intersection Orientation: <i>North-South</i>	Study Period (hrs): <i>0.25</i>

Vehicle Volumes and Adjustments

Major Street	Northbound			Southbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume (veh/h)	6	457	17	96	700	41
Peak-Hour Factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92
Hourly Flow Rate, HFR (veh/h)	6	496	18	104	760	44
Percent Heavy Vehicles	0	--	--	2	--	--
Median Type	<i>Undivided</i>					
RT Channelized			0			0
Lanes	0	1	0	0	1	0
Configuration	<i>LTR</i>			<i>LTR</i>		
Upstream Signal		0			0	

Minor Street	Eastbound			Westbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume (veh/h)	13	0	3	13	0	97
Peak-Hour Factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92
Hourly Flow Rate, HFR (veh/h)	14	0	3	14	0	105
Percent Heavy Vehicles	0	0	0	2	2	2
Percent Grade (%)	0			0		
Flared Approach		<i>N</i>			<i>N</i>	
Storage		0			0	
RT Channelized			0			0
Lanes	0	1	0	0	1	0
Configuration		<i>LTR</i>			<i>LTR</i>	

Delay, Queue Length, and Level of Service

Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration	<i>LTR</i>	<i>LTR</i>		<i>LTR</i>			<i>LTR</i>	
v (veh/h)	6	104		119			17	
C (m) (veh/h)	829	1052		336			75	
v/c	0.01	0.10		0.35			0.23	
95% queue length	0.02	0.33		1.56			0.79	
Control Delay (s/veh)	9.4	8.8		21.5			66.5	
LOS	A	A		C			F	
Approach Delay (s/veh)	--	--	21.5			66.5		
Approach LOS	--	--	C			F		

TWO-WAY STOP CONTROL SUMMARY

General Information		Site Information	
Analyst	<i>Rick Gafford</i>	Intersection	<i>S. Caraway and Glenn Place</i>
Agency/Co.	<i>Fisher Arnold</i>	Jurisdiction	<i>Jonesboro, AR</i>
Date Performed	<i>4/6/2017</i>	Analysis Year	<i>2020</i>
Analysis Time Period	<i>AM Peak (Build 2 Lanes)</i>		

Project Description <i>D10323</i>	
East/West Street: <i>Glenn Place/Secondary Entrance</i>	North/South Street: <i>S. Caraway</i>
Intersection Orientation: <i>North-South</i>	Study Period (hrs): <i>0.25</i>

Vehicle Volumes and Adjustments

Major Street	Northbound			Southbound			
	Movement	1	2	3	4	5	6
		L	T	R	L	T	R
Volume (veh/h)		2	701	15	37	314	11
Peak-Hour Factor, PHF		0.92	0.92	0.92	0.92	0.92	0.92
Hourly Flow Rate, HFR (veh/h)		2	761	16	40	341	11
Percent Heavy Vehicles		0	--	--	2	--	--
Median Type	<i>Undivided</i>						
RT Channelized				0			0
Lanes		0	1	0	0	1	0
Configuration		<i>LTR</i>			<i>LTR</i>		
Upstream Signal			0			0	

Minor Street	Eastbound			Westbound			
	Movement	7	8	9	10	11	12
		L	T	R	L	T	R
Volume (veh/h)		24	0	6	22	0	119
Peak-Hour Factor, PHF		0.92	0.92	0.92	0.92	0.92	0.92
Hourly Flow Rate, HFR (veh/h)		26	0	6	23	0	129
Percent Heavy Vehicles		0	0	0	2	2	2
Percent Grade (%)		0			0		
Flared Approach		<i>N</i>			<i>N</i>		
Storage		0			0		
RT Channelized				0			0
Lanes		0	1	1	0	1	0
Configuration		<i>LT</i>		<i>R</i>	<i>LTR</i>		

Delay, Queue Length, and Level of Service

Approach	Northbound	Southbound	Westbound			Eastbound		
			7	8	9	10	11	12
Movement	1	4						
Lane Configuration	<i>LTR</i>	<i>LTR</i>		<i>LTR</i>		<i>LT</i>		<i>R</i>
v (veh/h)	2	40		152		26		6
C (m) (veh/h)	1218	839		321		96		702
v/c	0.00	0.05		0.47		0.27		0.01
95% queue length	0.00	0.15		2.42		1.00		0.03
Control Delay (s/veh)	8.0	9.5		25.9		55.9		10.2
LOS	<i>A</i>	<i>A</i>		<i>D</i>		<i>F</i>		<i>B</i>
Approach Delay (s/veh)	--	--	25.9			47.3		
Approach LOS	--	--	<i>D</i>			<i>E</i>		

TWO-WAY STOP CONTROL SUMMARY

General Information		Site Information	
Analyst	<i>Rick Gafford</i>	Intersection	<i>S. Caraway and Glenn Place</i>
Agency/Co.	<i>Fisher Arnold</i>	Jurisdiction	<i>Jonesboro, AR</i>
Date Performed	<i>4/6/2017</i>	Analysis Year	<i>2020</i>
Analysis Time Period	<i>PM Peak (Build 2 Lanes)</i>		

Project Description <i>D10323</i>	
East/West Street: <i>Glenn Place/Secondary Entrance</i>	North/South Street: <i>S. Caraway</i>
Intersection Orientation: <i>North-South</i>	Study Period (hrs): <i>0.25</i>

Vehicle Volumes and Adjustments

Major Street	Northbound			Southbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume (veh/h)	6	457	17	96	700	41
Peak-Hour Factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92
Hourly Flow Rate, HFR (veh/h)	6	496	18	104	760	44
Percent Heavy Vehicles	0	--	--	2	--	--
Median Type	<i>Undivided</i>					
RT Channelized			0			0
Lanes	0	1	0	0	1	0
Configuration	<i>LTR</i>			<i>LTR</i>		
Upstream Signal		0			0	

Minor Street	Eastbound			Westbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume (veh/h)	13	0	3	13	0	97
Peak-Hour Factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92
Hourly Flow Rate, HFR (veh/h)	14	0	3	14	0	105
Percent Heavy Vehicles	0	0	0	2	2	2
Percent Grade (%)	0			0		
Flared Approach		<i>N</i>			<i>N</i>	
Storage		0			0	
RT Channelized			0			0
Lanes	0	1	1	0	1	0
Configuration	<i>LT</i>		<i>R</i>	<i>LTR</i>		

Delay, Queue Length, and Level of Service

Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration	<i>LTR</i>	<i>LTR</i>		<i>LTR</i>		<i>LT</i>		<i>R</i>
v (veh/h)	6	104		119		14		3
C (m) (veh/h)	829	1052		336		64		397
v/c	0.01	0.10		0.35		0.22		0.01
95% queue length	0.02	0.33		1.56		0.75		0.02
Control Delay (s/veh)	9.4	8.8		21.5		76.4		14.1
LOS	<i>A</i>	<i>A</i>		<i>C</i>		<i>F</i>		<i>B</i>
Approach Delay (s/veh)	--	--	21.5			65.4		
Approach LOS	--	--	<i>C</i>			<i>F</i>		

TWO-WAY STOP CONTROL SUMMARY

General Information		Site Information	
Analyst	Rick Gafford	Intersection	S. Caraway and Main Entrance
Agency/Co.	Fisher Arnold	Jurisdiction	Jonesboro, AR
Date Performed	4/6/2017	Analysis Year	2020
Analysis Time Period	AM Peak (Build 1 Lane)		

Project Description <i>D10323</i>	
East/West Street: <i>Main Entrance</i>	North/South Street: <i>S. Caraway</i>
Intersection Orientation: <i>North-South</i>	Study Period (hrs): <i>0.25</i>

Vehicle Volumes and Adjustments

Major Street	Northbound			Southbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume (veh/h)	1	843			356	16
Peak-Hour Factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92
Hourly Flow Rate, HFR (veh/h)	1	916	0	0	386	17
Percent Heavy Vehicles	0	--	--	2	--	--
Median Type	<i>Undivided</i>					
RT Channelized			0			0
Lanes	0	1	0	0	1	0
Configuration	LT					TR
Upstream Signal		0			0	

Minor Street	Eastbound			Westbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume (veh/h)	83	0	6			
Peak-Hour Factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92
Hourly Flow Rate, HFR (veh/h)	90	0	6	0	0	0
Percent Heavy Vehicles	0	0	0	2	2	2
Percent Grade (%)		0			0	
Flared Approach		N			N	
Storage		0			0	
RT Channelized			0			0
Lanes	0	1	0	0	0	0
Configuration		LTR				

Delay, Queue Length, and Level of Service

Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration	LT						LTR	
v (veh/h)	1						96	
C (m) (veh/h)	1167						185	
v/c	0.00						0.52	
95% queue length	0.00						2.62	
Control Delay (s/veh)	8.1						43.7	
LOS	A						E	
Approach Delay (s/veh)	--	--					43.7	
Approach LOS	--	--					E	

TWO-WAY STOP CONTROL SUMMARY

General Information		Site Information	
Analyst	Rick Gafford	Intersection	S. Caraway and Main Entrance
Agency/Co.	Fisher Arnold	Jurisdiction	Jonesboro, AR
Date Performed	4/6/2017	Analysis Year	2020
Analysis Time Period	PM Peak (Build 1 Lane)		

Project Description <i>D10323</i>	
East/West Street: <i>Main Entrance</i>	North/South Street: <i>S. Caraway</i>
Intersection Orientation: <i>North-South</i>	Study Period (hrs): <i>0.25</i>

Vehicle Volumes and Adjustments

Major Street	Northbound			Southbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume (veh/h)	6	561			834	64
Peak-Hour Factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92
Hourly Flow Rate, HFR (veh/h)	6	609	0	0	906	69
Percent Heavy Vehicles	0	--	--	2	--	--
Median Type	<i>Undivided</i>					
RT Channelized			0			0
Lanes	0	1	0	0	1	0
Configuration	<i>LT</i>					<i>TR</i>
Upstream Signal		0			0	

Minor Street	Eastbound			Westbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume (veh/h)	44	0	3			
Peak-Hour Factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92
Hourly Flow Rate, HFR (veh/h)	47	0	3	0	0	0
Percent Heavy Vehicles	0	0	0	2	2	2
Percent Grade (%)	0			0		
Flared Approach		<i>N</i>			<i>N</i>	
Storage		0			0	
RT Channelized			0			0
Lanes	0	1	0	0	0	0
Configuration		<i>LTR</i>				

Delay, Queue Length, and Level of Service

Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration	<i>LT</i>						<i>LTR</i>	
v (veh/h)	6						50	
C (m) (veh/h)	716						129	
v/c	0.01						0.39	
95% queue length	0.03						1.63	
Control Delay (s/veh)	10.1						49.6	
LOS	<i>B</i>						<i>E</i>	
Approach Delay (s/veh)	--	--				49.6		
Approach LOS	--	--				<i>E</i>		

TWO-WAY STOP CONTROL SUMMARY

General Information		Site Information	
Analyst	Rick Gafford	Intersection	S. Caraway and Main Entrance
Agency/Co.	Fisher Arnold	Jurisdiction	Jonesboro, AR
Date Performed	4/6/2017	Analysis Year	2020
Analysis Time Period	AM Peak (Build 2 Lane)		

Project Description <i>D10323</i>	
East/West Street: <i>Main Entrance</i>	North/South Street: <i>S. Caraway</i>
Intersection Orientation: <i>North-South</i>	Study Period (hrs): <i>0.25</i>

Vehicle Volumes and Adjustments

Major Street	Northbound			Southbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume (veh/h)	1	843			356	16
Peak-Hour Factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92
Hourly Flow Rate, HFR (veh/h)	1	916	0	0	386	17
Percent Heavy Vehicles	0	--	--	2	--	--
Median Type	<i>Undivided</i>					
RT Channelized			0			0
Lanes	0	1	0	0	1	0
Configuration	<i>LT</i>					<i>TR</i>
Upstream Signal		0			0	

Minor Street	Eastbound			Westbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume (veh/h)	83	0	6			
Peak-Hour Factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92
Hourly Flow Rate, HFR (veh/h)	90	0	6	0	0	0
Percent Heavy Vehicles	0	0	0	2	2	2
Percent Grade (%)		0			0	
Flared Approach		<i>N</i>			<i>N</i>	
Storage		0			0	
RT Channelized			0			0
Lanes	0	1	1	0	0	0
Configuration	<i>LT</i>		<i>R</i>			

Delay, Queue Length, and Level of Service

Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration	<i>LT</i>					<i>LT</i>		<i>R</i>
v (veh/h)	1					90		6
C (m) (veh/h)	1167					177		659
v/c	0.00					0.51		0.01
95% queue length	0.00					2.52		0.03
Control Delay (s/veh)	8.1					44.7		10.5
LOS	<i>A</i>					<i>E</i>		<i>B</i>
Approach Delay (s/veh)	--	--				42.6		
Approach LOS	--	--				<i>E</i>		

TWO-WAY STOP CONTROL SUMMARY

General Information				Site Information				
Analyst	Rick Gafford			Intersection	S. Caraway and Main Entrance			
Agency/Co.	Fisher Arnold			Jurisdiction	Jonesboro, AR			
Date Performed	4/6/2017			Analysis Year	2020			
Analysis Time Period	PM Peak (Build 2 Lane)							
Project Description: D10323								
East/West Street: Main Entrance				North/South Street: S. Caraway				
Intersection Orientation: North-South				Study Period (hrs): 0.25				
Vehicle Volumes and Adjustments								
Major Street	Northbound			Southbound				
Movement	1	2	3	4	5	6		
	L	T	R	L	T	R		
Volume (veh/h)	6	561			834	64		
Peak-Hour Factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92		
Hourly Flow Rate, HFR (veh/h)	6	609	0	0	906	69		
Percent Heavy Vehicles	0	--	--	2	--	--		
Median Type	Undivided							
RT Channelized			0			0		
Lanes	0	1	0	0	1	0		
Configuration	LT					TR		
Upstream Signal		0			0			
Minor Street	Eastbound			Westbound				
Movement	7	8	9	10	11	12		
	L	T	R	L	T	R		
Volume (veh/h)	44	0	3					
Peak-Hour Factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92		
Hourly Flow Rate, HFR (veh/h)	47	0	3	0	0	0		
Percent Heavy Vehicles	0	0	0	2	2	2		
Percent Grade (%)	0			0				
Flared Approach		N			N			
Storage		0			0			
RT Channelized			0			0		
Lanes	0	1	1	0	0	0		
Configuration	LT		R					
Delay, Queue Length, and Level of Service								
Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	
Lane Configuration	LT					LT	R	
v (veh/h)	6					47	3	
C (m) (veh/h)	716					124	322	
v/c	0.01					0.38	0.01	
95% queue length	0.03					1.57	0.03	
Control Delay (s/veh)	10.1					50.8	16.3	
LOS	B					F	C	
Approach Delay (s/veh)	--	--					48.7	
Approach LOS	--	--					E	

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT I, BERNICE I. CRAFT, a single person, Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by RONNIE E. HART AND KAREN D. WINTERS, CO-TRUSTEES OF THE BERNICE I. CRAFT TRUST UNDER AGREEMENT DATED MARCH 10, 2005, Grantees, the receipt of which is hereby acknowledged, do hereby grant, convey, sell and quitclaim unto the said Grantees, and unto their successors and assigns forever, all my right, title, interest and claim in and to the following lands lying in Craighead County, Arkansas, to-wit:

The South Half of the Northeast Quarter of the Southeast Quarter of Section 32,
Township 14 North, Range 4 East.

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

WITNESS my hand and seal on this 10th day of March, 2005.


Bernice I. Craft

This Instrument Prepared By
WOMACK, LANDIS, PHELPS, McNEILL & McDANIEL
A Professional Association
Attorneys at Law
Jonesboro, Arkansas

QUITCLAIM DEED

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, Bernice I. Craft, to me well known as the Grantor in the foregoing Quitclaim Deed, and stated that she had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 10th day of March, 2005.

Sharon Craig
Notary Public

My Commission Expires:

10-24-06

AMOUNT OF TAX \$-0- (Exempt Transfer)
I certify under penalty of false
swearing that no documentary stamps
are required to be placed on this instrument.

Bernice E. Hart
Grantee or Agent

Grantee's Address: 1109 West Highland Drive
Jonesboro, AR 72401

DEED BOOK 693 PAGE 109 - 110
DATE 03/11/2005
TIME 03:58:35 PM
RECORDED IN,
OFFICIAL RECORDS OF
CRAIGHEAD COUNTY
ANN HUDSON,
CLERK
Bernice E. Hart, D.C.
RECEIPT# 132875

TABULATIONS

PHASE I

SITE AREA: APPROX. 11.97 AC.

UNIT TABULATION:

1 BEDROOM: 68 UNITS (36.96%)
 2 BEDROOM: 88 UNITS (47.83%)
 3 BEDROOM: 28 UNITS (15.22%)
TOTAL: 184 UNITS
 @ 15.37 UNITS/NET ACRE

PARKING TABULATION:

359 SURFACE PARKING
 24 DETACHED GARAGES
 20 TUCK UNDER GARAGES
401 PARKING REQUIRED
403 TOTAL PARKING PROVIDED
 @ 2.19 PARKING/UNIT
 @ 1.26 PARKING/BED

OPEN SPACE TABULATION:

104,300 SQ FT. REQUIRED
 +/- 144,000 SQ FT. PROVIDED

PHASE II

SITE AREA: APPROX. 6.18 AC.

UNIT TABULATION:

1 BEDROOM: 42 UNITS (37.50%)
 2 BEDROOM: 56 UNITS (50.10%)
 3 BEDROOM: 14 UNITS (12.40%)
TOTAL: 112 UNITS
 @ 18.12 UNITS/NET ACRE

PARKING TABULATION:

241 SURFACE PARKING
 6 DETACHED GARAGES
 10 TUCK UNDER GARAGES
242 PARKING REQUIRED
257 TOTAL PARKING PROVIDED
 @ 2.29 PARKING/UNIT
 @ 1.31 PARKING/BED

OPEN SPACE TABULATION:

53,900 SQ FT. REQUIRED
 +/- 65,000 SQ FT. PROVIDED

PHASE I + PHASE II

SITE AREA: APPROX. 18.15 AC.

UNIT TABULATION:

1 BEDROOM: 110 UNITS (37.23%)
 2 BEDROOM: 144 UNITS (48.67%)
 3 BEDROOM: 42 UNITS (14.10%)
TOTAL: 296 UNITS
 @ 16.31 UNITS/NET ACRE

PARKING TABULATION:

600 SURFACE PARKING
 30 DETACHED GARAGES
 30 TUCK UNDER GARAGES
643 PARKING REQUIRED
660 TOTAL PARKING PROVIDED
 @ 2.23 PARKING/UNIT
 @ 1.26 PARKING/BED
 * SURFACE PARKING INCLUDES
 14 HANDICAP PARKING

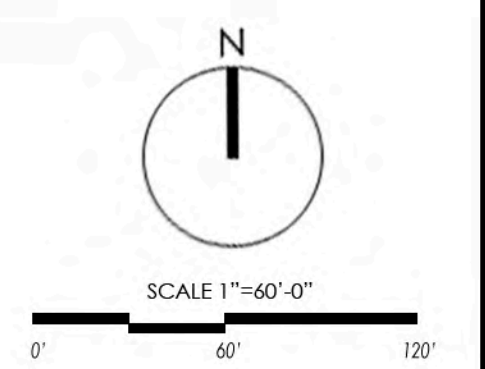
OPEN SPACE TABULATION:

158,200 SQ FT. REQUIRED
 +/- 209,000 SQ FT. PROVIDED



JONESBORO MULTI FAMILY SCHEMATIC SITE PLAN - # 4

JONESBORO, AR





STONE
VENEER

METAL
AWNINGS

SIDING 3

SIDING 1

SIDING 2

BOARD
& BATTEN

ASPHALT
SHINGLES

JONESBORO MULTI FAMILY SCHEMATIC ELEVATION

JONESBORO, ARKANSAS

SCALE 3/32"=100'-0"
0' 10' 20'

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16212
03.01.2017
Braxton Development



STONE
VENEER

METAL
AWNINGS

SIDING 1

ASPHALT
SHINGLES

SIDING 3

SIDING 2

BOARD
& BATTEN

JONESBORO MULTI FAMILY SCHEMATIC REAR ELEVATION

JONESBORO, ARKANSAS

SCALE 3/32"=100'-0"
0' 10' 20'

7011 3500 0000 0862 4094

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Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$6.50

JONESBORO AR 72401
03/29/2017

Sent To
David & Judy Abernathy
PO Box 1368
Jonesboro, AR 72403

Street, Apt. No. or PO Box No.
City, State, ZIP+4

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OFFICIAL USE

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\$2.75

Certified Fee

\$0.00

Return Receipt Fee

\$0.00

(Endorsement Required)

\$0.00

Restricted Delivery Fee

\$0.00

(Endorsement Required)

\$0.49

Total Postage & Fees

\$6.59

0408

11

Postmark
Here

03/29/2017

Sent To

Three Sisters Investments, LLC

Street, Apt. No.,
or PO Box No.

PO BOX 1733

City, State, ZIP+4

Jonesboro, AR 72403

7011 3500 0000 0055 TT02 1806 2980 0000 4087



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Certified Fee	\$3.75	11
Return Receipt Fee (Endorsement Required)	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$11.10	
	\$6.59	

Postmark Here: 03/29/2017

JONESBORO AR 72401

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Indian Car wash LLC

Street, Apt. No.;
or PO Box No.

708 Fernwood Dr.

City, State, ZIP+4

Jonesboro, AR 72401

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\$3.55

Postage

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11

Certified Fee

\$2.75

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

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Return Receipt Fee
(Endorsement Required)

Restricted Delivery Fee
(Endorsement Required)

\$0.00

08/29/2017

Total Postage & Fees

\$6.59

Sent To

South Caraway Baptist Church

Street, Apt. No.;
or PO Box No.

701 S. Main St.

City, State, ZIP+4

Jonesboro, AR 72401-9348

2205 2980 0000 005E 7102

70111 3500 0000 0862 5037

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PHOENIX, AZ 85020

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Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$6.59



03/29/2017

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Serenity Cemeteries LLC / Guttman
c/o Jerry

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or PO Box No.

7220 N 16th STE C

City, State, ZIP+4

Phoenix, AZ 85020

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Return Receipt Fee (Endorsement Required)	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$6.59

Postmark
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Street, Apt. No.;
or PO Box No. *1183 Joyce Blvd. Suite 2*
City, State, ZIP+4 *Fayetteville, AR 72703*

7011 3500 0000 0000 005E TT02 9405 2990 0000 5098

7011 3500 0000 0862 5053

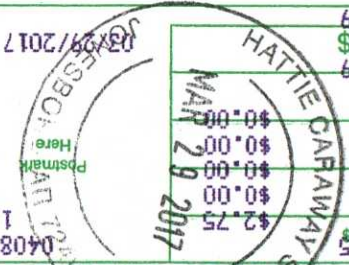
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HARRISBURG, AR 72432

OPTIONAL USE

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Certified Fee	\$0.00
Return Receipt Fee (Endorsement Required)	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$6.59



Sent To

Gean E. Roberts

Street, Apt No.,
or PO Box No.

17978 Massengill Rd.

City, State, ZIP+4

Harrisburg, AR 72432

7011 3500 0000 0862 5050

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JONESBORO, AR 72504
OFFICIAL USE

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Certified Fee	\$2.75
Return Receipt Fee (Endorsement Required)	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$9.10



Postmark Here

0408 11

Sent To

Calliarck8 Petro LLC

Street, Apt. No.:

995 Links Dr. Apt 10

or PO Box No.

City, State, ZIP+4

Jonesboro, AR 72504



JONESBORO MULTI FAMILY PERSPECTIVE

JONESBORO, AR

SOUTH CARAWAY BAPTIST CHURCH

3707 South Caraway
Jonesboro, AR 72404
(870) 802-0992

April 19, 2017

Honorable Planning Commission Members
Honorable City Council Members
City of Jonesboro
300 South Church
Jonesboro, AR 72401

Reference: New Apartment Community at 3901 South Caraway Road

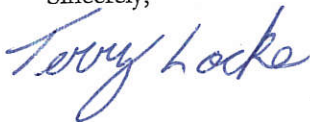
Dear Honorable Members:

On March 14, 2017, the developers of the proposed apartment community to the south of our church met with us to discuss their development plans for their project. After meeting with Will Ralph of the development team, we would offer the following regarding the project:

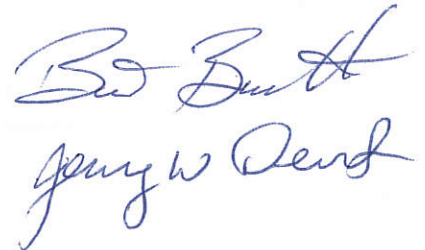
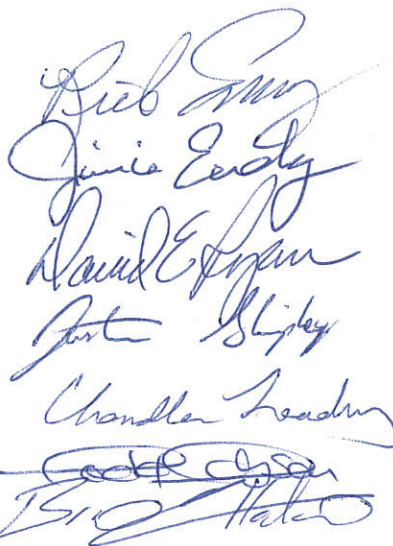
- We offer our support of the project based on the development plans shown to us by Mr. Ralph.
- As part of the development plan presented by Mr. Ralph, it was noted that a fence may be installed on the common property line between our two properties. If such a fence is installed, Mr. Ralph has agreed that an opening or a gate will be provided, if acceptable to the City, to facilitate pedestrian access between the two properties.

We appreciate the opportunity to submit this letter in support of the apartment community development. We look forward to the new apartment community being our neighbor and being a positive part of our neighborhood. If you have any questions, please feel free to contact me anytime.

Sincerely,



Terry Locke
Deacon Chair
South Caraway Baptist Church





FISHER ARNOLD
ENGINEERING INTEGRATION

May 11, 2017

Mr. Will Ralph, PE, LEED AP
Director of Development
Braxton Development
1735 South 19th Avenue, Suite B
Bozeman, MT 59718

**RE: TRAFFIC STUDY PREPARED FOR
BRAXTON DEVELOPMENT APARTMENTS**

Dear Mr. Ralph:

Concern was expressed regarding the impact to the ingress and egress of an existing drive to commercial businesses located immediately across from the main entrance to the proposed apartment complex on South Caraway Road near Glenn Place. FA has been requested to address the impact to the vehicles entering and exiting this existing development once the apartment complex is constructed.

In order to determine the impact as it relates to the Level-of-Service (LOS) and delays for vehicles utilizing this existing drive, traffic counts were taken entering and exiting at this location during the AM and PM Peak Hours when volumes are heaviest on South Caraway. These Peak Hours also correspond to the heaviest volume that will be experienced from the proposed apartment complex. These volumes are shown in Figure 1 and reflect the actual number of vehicles entering and exiting these businesses along with projected traffic for the 2020 No Build Scenario. The 2020 No Build Scenario reflects no build-out of the apartment complex but does include some increase in overall traffic along S. Caraway.

A LOS analysis was then performed using the Highway Capacity Software Version 5.6 for unsignalized intersections to determine what LOS and delays the traffic is experiencing currently - without the apartment complex. This unsignalized intersection was analyzed as a "T" Intersection since it does not reflect the construction and development of the apartment complex. The results show that the southbound left turn movement was operating at a LOS "A" and the westbound left/right turn movement was operating at a LOS "C". The results are shown in Table 1.

The intersection was then analyzed again with the 2020 Build Scenario which included the projected traffic from the apartment complex and the slightly increased volumes for S. Caraway Road. This time the intersection was analyzed as a four-leg intersection due to the addition of the main entrance to the proposed apartment complex. The results show that these movements in and out of these businesses will continue to operate at the same LOS. Only a slight increase in delay will occur. The results are shown in Table 2. Table 3 compares the "No-Build" with the "Build" option, and shows a maximum increase in delay of 2.7 seconds.

9180 Crestywyn Hills Drive
Memphis, TN 38125

901.748.1811
Toll Free: 1.888.583.9724

www.fisherarnold.com

TABLE 1					
S. CARAWAY ROAD AND EXISTING DRIVE Projected 2020 Traffic (No-Build)					
Approach	Movement	LEVEL OF SERVICE			
		AM Peak Hour (LOS)	Average Delay (sec/veh)	PM Peak Hour (LOS)	Average Delay (sec/veh)
Westbound	Left/Right	C	15.5	C	15.3
Southbound	Left	A	9.7	A	8.7
	Through	-	-	-	-

TABLE 2					
S. CARAWAY ROAD AND EXISTING DRIVE Projected 2020 Traffic (Build)					
Approach	Movement	LEVEL OF SERVICE			
		AM Peak Hour (LOS)	Average Delay (sec/veh)	PM Peak Hour (LOS)	Average Delay (sec/veh)
Westbound	Left/Right	C	15.9	C	18.0
Southbound	Left	A	9.8	A	8.7
	Through	-	-	-	-

TABLE 3							
S. CARAWAY ROAD AND EXISTING DRIVE Comparison of Delays No-Build vs. Build							
Approach	Movement	Average Delay AM Peak		Increase In Delay (Sec)	Average Delay PM Peak		Increase In Delay (Sec)
		No-Build	Build	AM Peak	No-Build	Build	PM Peak
Westbound	Left/Right	15.5	15.9	0.4	15.3	18.0	2.7
Southbound	Left	9.7	9.8	0.1	8.7	8.7	0
	Through	-	-	-	-	-	-

FA was also requested to analyze the intersection of the Secondary Drive of the proposed apartment complex if the Main Entrance was limited to a Right-in and Right-Out (RIRO) only drive. This of course would place all left turn movements in and out of the proposed site at this secondary entrance across from Glenn Place. In the traffic study performed in April of 2017, this intersection was analyzed based upon full movement at the main entrance and results are shown below in Table 4. The analysis was performed again which eliminated left turns into and out of the site at the main entrance. Traffic volumes are shown in Figure 3. The results show that traffic at Glenn Place is virtually unchanged, however, the traffic exiting the proposed site is significantly impacted. Excessive delays could be expected for vehicles attempting to exit the apartment complex in both the AM and PM Peak Hours. Queue lengths in the apartment complex would also greatly increase. These results are shown in Table 5.

TABLE 4					
S. CARAWAY ROAD AND GLENN PLACE					
Proposed Conditions (Build)					
Approach	Movement	LEVEL OF SERVICE			
		AM Peak Hour (LOS)	Average Delay (sec/veh)	PM Peak Hour (LOS)	Average Delay (sec/veh)
Eastbound	Left/Right	E	48.0	F	66.5
Westbound	Left/Right	D	25.9	C	21.5
Northbound	Left	A	8.0	A	9.4
	Through	-	-	-	-
	Right	-	-	-	-
Southbound	Left	A	9.5	A	8.8
	Through	-	-	-	-
	Right	-	-	-	-

TABLE 5					
S. CARAWAY ROAD AND GLENN PLACE					
Proposed Conditions (Build with Main Entrance RIRO Only)					
Approach	Movement	LEVEL OF SERVICE			
		AM Peak Hour (LOS)	Average Delay (sec/veh)	PM Peak Hour (LOS)	Average Delay (sec/veh)
Eastbound	Left/Right	F	239.5	F	207.2
Westbound	Left/Right	D	25.6	C	21.3
Northbound	Left	A	8.0	A	9.4
	Through	-	-	-	-
	Right	-	-	-	-
Southbound	Left	A	9.4	A	8.7
	Through	-	-	-	-
	Right	-	-	-	-

Mr. Will Ralph, P.E., LEED, AP

May 11, 2017

Page 4

In summary, traffic entering and exiting the drive to the existing businesses that would be directly across the street from the proposed main entrance to the apartment complex are currently experiencing no lengthy delays during the AM and PM Peak Hours of traffic. The analysis show that with the addition of the apartment complex and full-movement at the main entrance, no change in LOS occurs for traffic entering and exiting the existing drive. Only a slight increase in delay would occur ranging from 0 to 2.7 seconds, which is insignificant. On the other hand, if the main entrance is limited to Right-In and Right-Out only, although it will not impact Glenn Place traffic, it will significantly impact delays to the future traffic attempting to exit the apartment complex.

Should you have any questions or desire additional information, please contact me.

Sincerely,

FISHER & ARNOLD, INC.



Richard E. Gafford, P.E.

Vice President

AR License No. 8213

REG/mkg

Cc: Mr. Terry Bare, P.S.

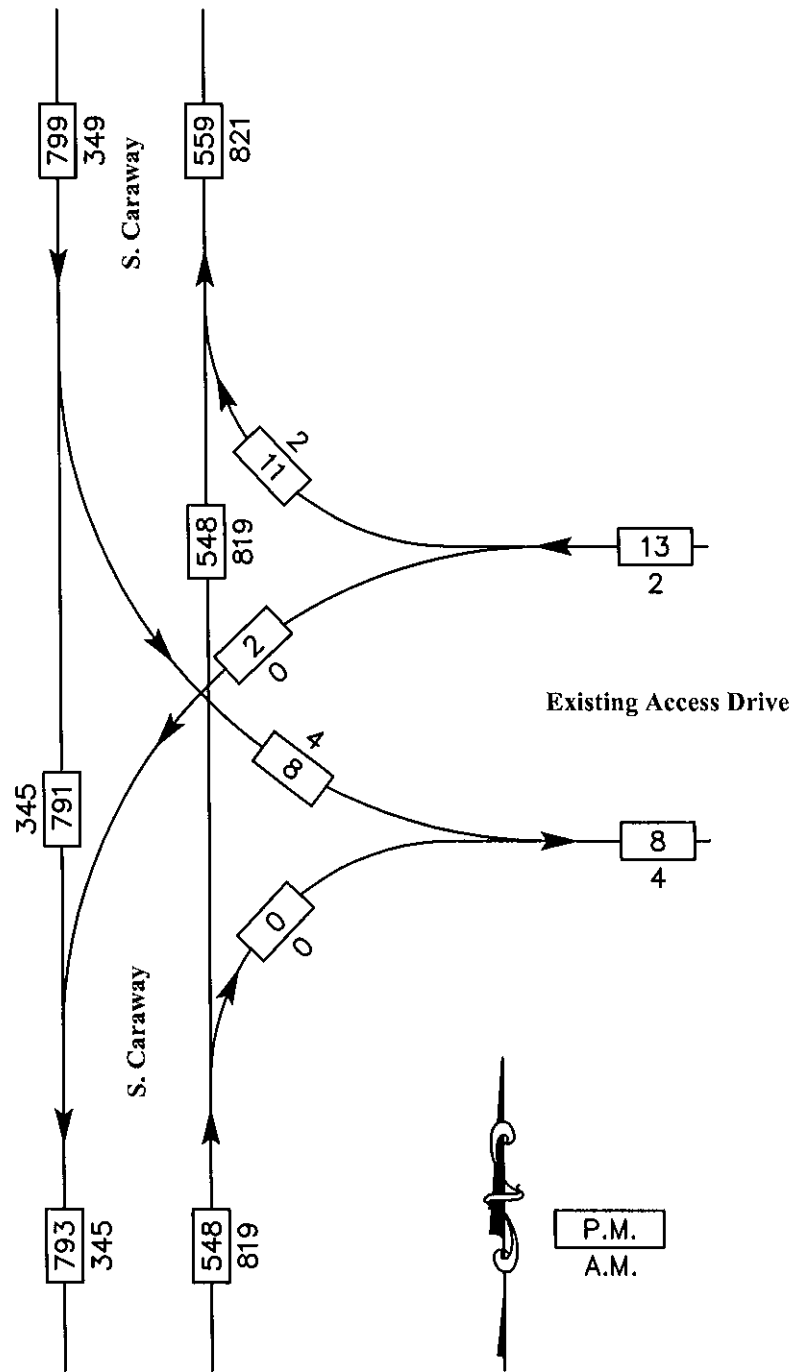


Figure 1
 Proposed Peak Hour Volumes (2020 No-Build)
 Existing Access Drive at S. Caraway Road

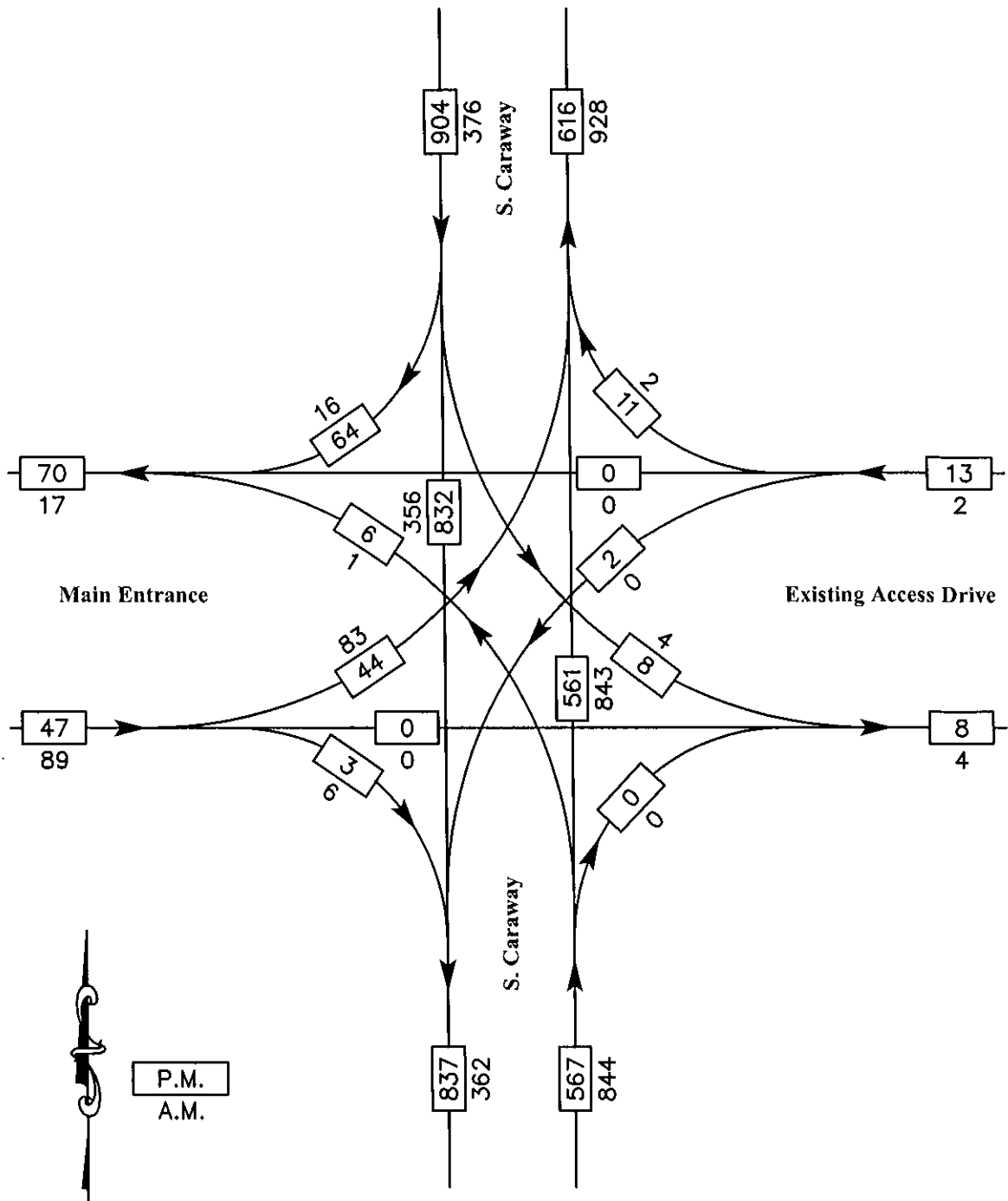


Figure 2
 Proposed Peak Hour Volumes (2020 Build)
 Main Entrance/Existing Access Drive at South Caraway Road

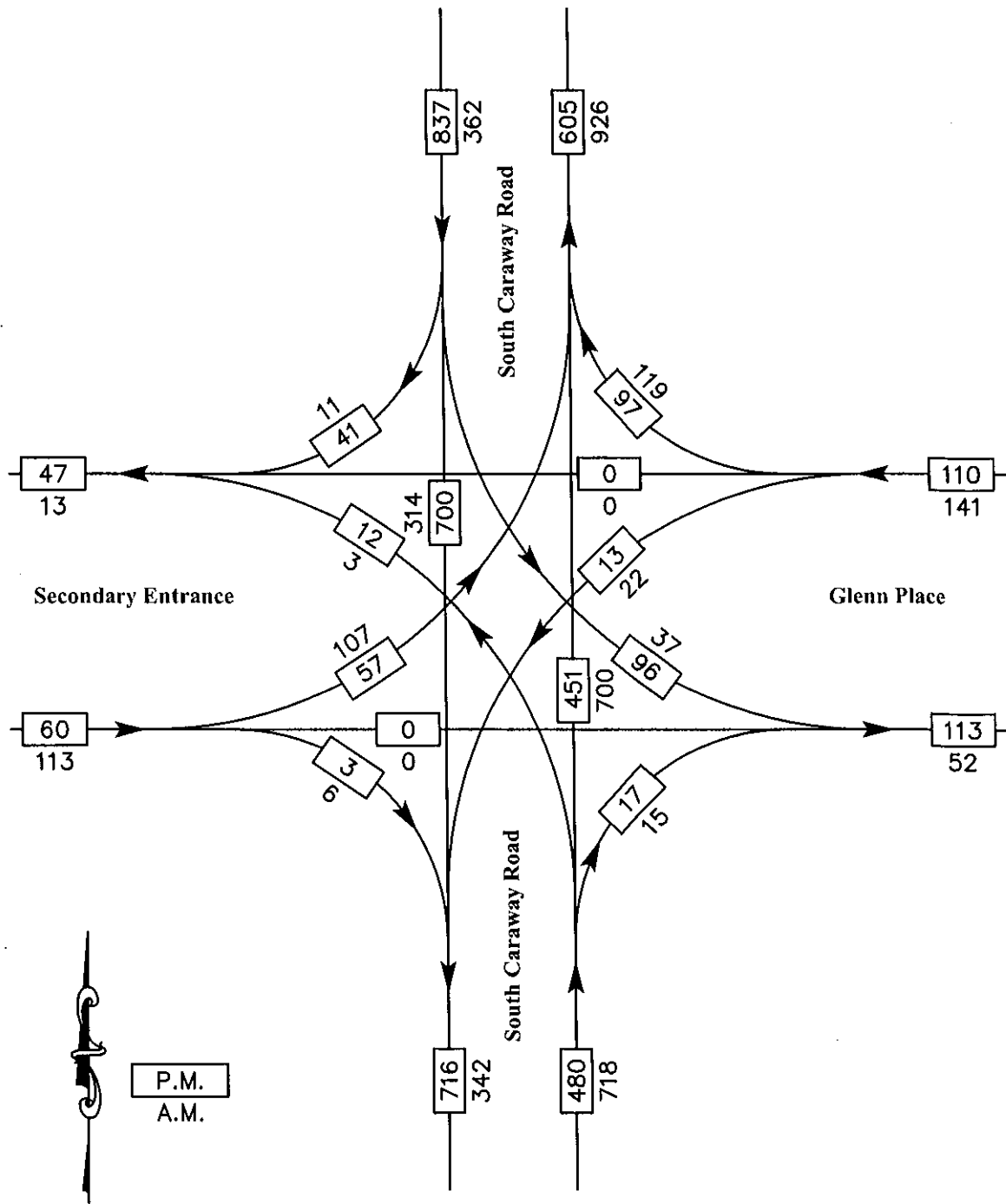


Figure 3
Proposed Peak Hour Volumes (2020 Build with RIRO Main Entrance)
Glenn Place/Secondary Entrance at South Caraway Road

City of Jonesboro
3911 South Caraway Road
Rezoning Request

City of Jonesboro

3911 South Caraway Road

Rezoning Request

The Purpose of Zoning, § 117-4

“The zoning regulations set forth in this chapter are enacted to aid in the implementation of the land use portion of the comprehensive plan for the city and to promote, in accordance with present and future needs, the safety, order, convenience, prosperity, and general welfare of the citizens of the city. The regulations are intended to provide for orderly growth and development; for protection of the character and stability of residential, commercial, industrial, recreational, and environmentally sensitive areas of the city; for protection of property from blight and undue depreciation; for efficiency and economy in the process of development for the appropriate and best use of land; for the use and occupancy of buildings; for healthful and convenient distribution of population; for good civic design and arrangement; and for adequate public utilities and facilities.”

City of Jonesboro

3911 South Caraway Road

Rezoning Request

§ 117-34 Factors (Traditional Approval Criteria)

1. Consistency of the proposal with the comprehensive plan;
2. Consistency of the proposal with the purpose of this chapter;
3. Compatibility of the proposal with the zoning, uses and character of the surrounding area including adjacent neighbors that have a direct impact to the property;;
4. Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;
5. Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property; and
6. Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, emergency medical services, and schools.

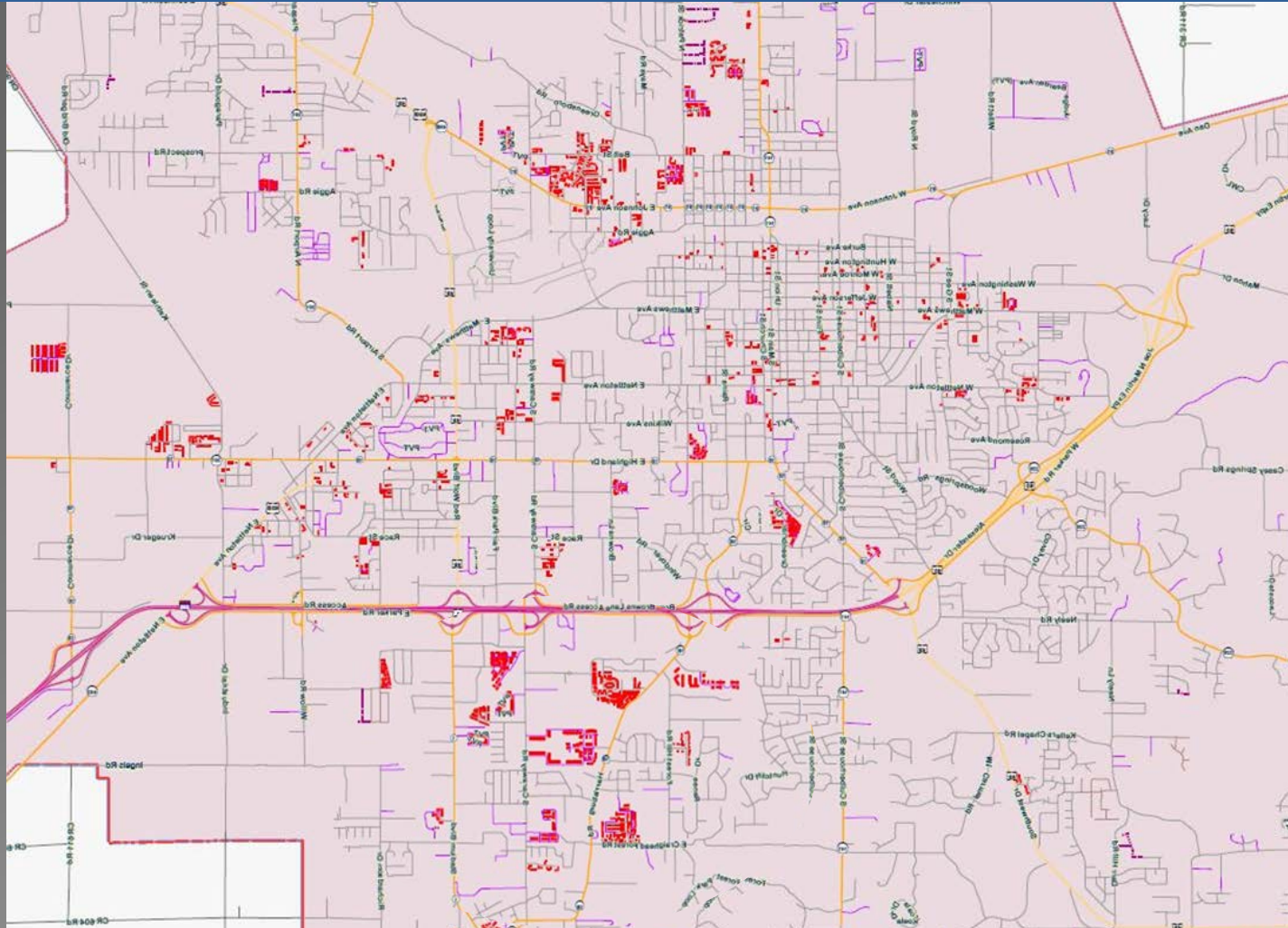
§ 117-175 Factors (PD Approval Criteria)

1. The PD district and preliminary development plan is consistent with the adopted city land use plan and comprehensive plan;
2. The proposed uses will have a beneficial effect on the community;
3. The internal streets and primary and secondary roads that are proposed properly interconnect with the surrounding existing road network;
4. The site will be accessible from public roads that are generally adequate to carry the traffic that will be imposed upon them by the proposed development and the streets and driveways on the site will be adequate to serve the residents or occupants of the proposed development;
5. The minimum common open space areas have been designated and shall be duly transferred to a legally established homeowners association, where applicable, or have been dedicated to city or another public or quasi-public agency as provided in section 117-171.
6. The preliminary development plan is consistent with the intent and purpose of this division.
7. The preliminary development plan has been transmitted to all other agencies and departments charged with responsibility of review.

City of Jonesboro

3911 South Caraway Road

Rezoning Request



City of Jonesboro

3911 South Caraway Road

Rezoning Request

- **15,000 vehicles travel on South Caraway each day**
- **50% increase in vehicles using South Caraway since 2003**
- **No major road or infrastructure improvements on Caraway Road south of Latourette Drive since 1993**
- **Over 300 accidents have occurred on South Caraway during the last 5 years**
- **Property damage resulting from accidents is estimated to total \$1,471,785**
- **Current infrastructure is not adequate for existing community**

City of Jonesboro

3911 South Caraway Road

Rezoning Request



City of Jonesboro

3911 South Caraway Road

Rezoning Request

Dr. Zahid Hossain

Arkansas State University

Assistant Professor of Civil Engineering

Education:

- Doctor of Philosophy Civil Engineering The University of Oklahoma, Norman
- Master of Science Computer Science The University of Oklahoma, Norman
- Master of Science Civil Engineering The University of Oklahoma, Norman
- Bachelor of Science Civil Engineering Khulna University of Eng. and Tech., Bangladesh

Research Interests:

Asphalt Chemistry, Spectroscopy Analysis, Surface Chemistry, Superpave, Warm Mix Asphalt, Asphalt Recycling, Nanotechnology, Bioasphalt, Asphalt Emulsion, Mechanistic Empirical Pavement Design Guide (MEPDG), Enhanced Integrated Climate Modeling (EICM), Resilient Modulus, Constitute Modeling, Neural Network Modeling, Data Mining, and Lean Construction.

City of Jonesboro

3911 South Caraway Road

Rezoning Request

- **Problems with Braxton Development Traffic Study**
 - Design of study does not comply with AHTD Traffic Handbook standards or follow Best Practices for Traffic Impact Studies
 - Conducted over 14 hour period instead of the minimum requirement of 24 hours
 - No Annual Average Daily Traffic estimates
 - Does not account the seasonal factor
 - Does not evaluate impact on other modes of transportation

City of Jonesboro

3911 South Caraway Road

Rezoning Request

- **Level of Service Analysis**
 - **P.M. eastbound Glenn Place**
 - **LOS will drop from “E” to “F”**
 - **A.M. westbound on Glenn Place**
 - **LOS will drop from “C” to “D”**
 - **A.M. eastbound Glenn Place**
 - **LOS will remain “E”**
 - **P.M. westbound Glenn Place**
 - **LOS will remain “C”**
 - **P.M. eastbound Main entrance**
 - **LOS shown as “E”**

City of Jonesboro

3911 South Caraway Road

Rezoning Request

- **No Level of Service Analysis between I-555 and proposed development**
 - 90% of traffic from the proposed site is estimated to travel between proposed site and I-555

City of Jonesboro
3911 South Caraway Road
Rezoning Request

- **South Caraway Residents Take on Proposed Rezoning and Planned Development**

From: Don Parker

Sent: Monday, May 15, 2017 3:07 PM

To: 'Ann Williams' <edgecoffeeshouse@hotmail.com>; 'Bobby Long' <blongjcc@gmail.com>; 'Charles Frierson' <cdfrierson3@hotmail.com>; 'Chris Gibson' <clgrehabman@yahoo.com>; 'Chris Moore' <chrismooreplumbing@yahoo.com>; 'Darrel Dover' <ddover@nettletonschools.net>; 'David McClain' <david.mcclain@jonesboro.org>; 'Dr. Charles Coleman' <crcjab@sbcglobal.net>; 'Gene Vance' <gvance@jonesboro.org>; 'Joe Hafner' <joeforjonesboro@gmail.com>; 'John Street' <jwstreet@sbcglobal.net>; 'Mitch Johnson' <johnsons3@suddenlink.net>

Cc: Harold Perrin (hperrin@jonesboro.org) <hperrin@jonesboro.org>; 'Donna Jackson' <DJackson@jonesboro.org>; Carol Duncan (cduncan@jonesboro.org) <CDuncan@jonesboro.org>

Subject: Open Letter to City Council Regarding RZ 17-08 (3911 S. Caraway Road)

Members of the Jonesboro City Council:

My name is Don Parker, and as many of you know from my appearances before the Council, I am an attorney in Jonesboro. I am also a resident of Jonesboro for 22 years and my wife and I own commercial and residential real estate here. We own the Caraway Business Park, which is located at 3800 S. Caraway and has 34 office/business/retail units. Caraway Business Park is exactly across the street from the proposed main entrance into the proposed 300 Unit Apartment Complex by Braxton Development. At the MAPC meeting on April 25, I spoke in opposition to the this project as the owner of Caraway Business Park. I was surprised to learn that the Council waived the second reading of this proposed multifamily rezoning (which I have been repeatedly told by the Council that this never happens when there is opposition), and that the Council will consider this rezoning request on May 16. I had planned to attend to voice my opposition, but I have a prior commitment with JHS graduation. I do not understand the rush by the Council to place this rezoning on fast track approval.

I am very concerned about the traffic on S. Caraway. I hear from my tenants at Caraway Business Park regularly about the frustrations they experience with the traffic on S. Caraway. There are over 15,000 cars a day that travel on S. Caraway. I have personally seen accidents happen from people attempting to turn left onto Glenn Place. I have seen bicyclist and pedestrians nearly hit or clipped as they travel by the Caraway Business Park. The pathway that the pedestrians and bicyclist travel is nothing more than a dirt pathway literally a foot from the white line of the pavement (which is the edge of the roadway as there is no paved shoulder on S. Caraway). I bought this property in 2003 with the understanding that S. Caraway would be widened with money being collected from the one cent sales tax that was passed by the citizens of Jonesboro in the mid 1990s. Either we were all misled about what the sales tax proceeds were to be used for, or the City ran out of money before getting to the S. Caraway road widening project. In any event, S. Caraway remains the most highly traveled two lane road in the City of Jonesboro, and Mark Nichols made it clear at the MAPC meeting that there are no plans for road improvements on S. Caraway at this time, although the Master Street Plan calls for S. Caraway to be a Principal Arterial Road (MAPC 4/25/17 Minutes at Page 10). That is unfortunate and creates real issues for the citizens of Jonesboro who travel S. Caraway daily.

The main entrance to the proposed 300 unit complex is directly across Caraway from the entrance into the Caraway Business Park. Left turns from S. Caraway into the Caraway Business Park and left turns from the 300 unit apartment complex will undoubtedly create a significant

bottle neck at certain times of the day. Mr. Lyons (representing the developer) stated at the MAPC that his client had worked with the City to determine the most significant locations of the entrances, and if the City disagrees with the proposed locations, his client would consider moving the entrances. Mr. Nichols concurred that this would be the best scenario for the alignment of the drives. It does not take a traffic engineer to figure out that if the main entrance were to line up with Glenn Place instead of Caraway Business Park, that a signal would be warranted or would be more warranted than placing the main entrance lined up with Caraway Business Park. I am astounded at this reasoning. Perhaps the real reason is that if the main entrance into (and out of) the 300 unit apartment complex is lined up with the entrance into Caraway Business Park, there will not be as much of a demand or need for a signal than if the main entrance was aligned with Glenn Place. In fact, as I understand Mr. Nichols' comments, that is exactly what is being stated. By putting the main entrance for ingress and egress to the 300 unit apartment complex lined up at the entrance into Caraway Business Park, it will delay (and perhaps eliminate) the need for a signalized intersection at Glenn Place.

I met with Mr. Lyons and Mr. Will Ralph late in the day on May 2, right before this rezoning was presented to the City Council on May 2. I requested consideration of two items. First, I asked that the Clubhouse be moved to the south and the south entrance would be the main entrance. Second, that the north entrance (the proposed main entrance) would be limited to right turn into the apartment complex (from the north traveling south on S. Caraway) and right turn out of the apartment complex (southbound), thus forcing all left hand turns out of the apartment complex onto S. Caraway (to head north) to the south entrance. This would only be required until the City widens S. Caraway to 3, 4 or 5 lanes. I suggested, but did not propose, a right hand deceleration lane and a right hand acceleration lane at the north entrance to facilitate the movement of traffic. As a side note, when The Links was constructed, the City required owners to make certain street improvements along their frontage in order to alleviate some of the issues caused by a new development. As a result, there is an area that has been widened and paved that covers the full length of The Links property along S. Caraway; it is my opinion that this area has made S. Caraway safer and has helped with the flow of traffic. At the time this letter was written, I had not received a response from Mr. Ralph, although he promised a response to my proposal over a week ago. This afternoon prior to sending this letter, I received a letter via email from Mr. Ralph declining to accommodate either of my requests. Obviously his openness to work with me was only a hollow gesture to alleviate any concerns that I have about the impact of his development on the Caraway Business Park.

I am mindful that this property is currently zoned C-3, which is appropriate and consistent with the neighborhood. However, it has been pointed out that a large scale commercial development would generate much more traffic than 300 apartments. I think that we all must use some common sense. No developer would develop a commercial development at this location given the lack of infrastructure. No commercial developer is going to develop a large project that would generate any significant traffic when the access is only by a two lane road that currently carries 15,000 cars per day. From an economic and feasibility standpoint, that would never occur. This underscores the dire need for widening S. Caraway.

Not only from a property owner perspective, but also from a citizen standpoint, I am concerned about the concentration of apartments on S. Caraway. As an attorney who represents

individuals and businesses seeking to rezone property for multifamily development, I professionally face concerns about density and concentration. That seems to always be an issue to address. If my math is correct, the requested rezoning will allow almost 17 units per acre. That is the most density of apartment units that I recall being requested in quite some time. Additionally, this project is located adjacent to The Links, which has 672 units. There are almost 1300 apartments already built within 1500 feet of this proposed rezoning. My fear is that we will soon reach the tipping point where we have another Apartment City in South Jonesboro. We have seen the problems that concentration and density caused north of the University. Do we want that to happen again in South Jonesboro? I do not.

While I certainly applaud the developer for proposing what appears to be an upscale project, I question the wisdom of building next door to 672 units, which from what I can tell have lost their luster of being a new attraction. While an enforceable property maintenance code would help deter some dilapidation issues with older apartment complexes, it can only do so much when there is a large concentration of apartments in close proximity. Please, let's avoid another apartment city in South Jonesboro. The home owners and property owners in South Jonesboro deserve this from our City Leaders. Please consider suspending (or at least carefully scrutinizing) further rezoning or development along S. Caraway until the City takes responsibility and fixes the infrastructure in this area. I am pleased to see efforts to rectify the neglect of the infrastructure in North Jonesboro. I think that it is time to address the infrastructure neglect in South Jonesboro. In the words of two members of MAPC with whom I discussed this project, the only way to get the City to address infrastructure issues is to keep approving large scale projects to force the City to deal with the problems created by years of neglecting the infrastructure. That is truly a sad commentary and perception of how the City's growth is being managed.

Thank you for your consideration of my concerns.

Best regards,

Donald L. Parker II
3000 Browns Lane
Jonesboro, Arkansas 72401