



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Council Agenda City Council

Tuesday, March 3, 2015

5:30 PM

Municipal Center

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

Council Chambers, Municipal Center

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-15:015 Presentation by the Military Order of Purple Heart to the City of Jonesboro and Homer Lenderman

Sponsors: Mayor's Office

5. CONSENT AGENDA

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

MIN-15:025 Minutes for the City Council meeting on February 19, 2015

Attachments: [Minutes](#)

RES-15:011 A RESOLUTION TO CONTRACT WITH REGIONS BANK FOR SPONSORSHIP OF ONE SCOREBOARD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [Regions Bank](#)

Legislative History

2/19/15 Finance & Administration Recommended to Council
Council Committee

RES-15:012 A RESOLUTION TO CONTRACT WITH QUALITY FARM SUPPLY FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [Quality Farm Supply](#)

Legislative History

2/19/15 Finance & Administration Recommended to Council
Council Committee

RES-15:013 A RESOLUTION TO CONTRACT WITH JONESBORO AUTO AUCTION, LLC FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [Jonesboro Auto Auction LLC](#)

Legislative History

2/19/15 Finance & Administration Recommended to Council
Council Committee

RES-15:014 A RESOLUTION TO CONTRACT WITH MR. TROPHY & ENGRAVING FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [Mr Trophy & Engraving](#)

Legislative History

2/19/15 Finance & Administration Recommended to Council
Council Committee

RES-15:018 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CRAIGHEAD COUNTY TO LEASE SPACE IN THE JUSTICE COMPLEX BUILDING

Sponsors: Finance

Attachments: [Justice Complex Lease Agreement \(2\)](#)
[justice complex leased space](#)

Legislative History

2/19/15 Finance & Administration Recommended to Council
Council Committee

6. NEW BUSINESS

7. UNFINISHED BUSINESS

ORDINANCES ON THIRD READING

ORD-15:010 AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 AND C-4 TO C-4 LUO FOR PROPERTY LOCATED AT 5441 AND 5443 SOUTHWEST DRIVE AS REQUESTED BY DAVID AND DEBORAH HARTSHORN

Attachments: [Plat](#)

[MAPC Report](#)

Legislative History

2/19/15 City Council Waived Second Reading

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-15:015 **Version:** 1 **Name:** Presentation by the Military Order of Purple Heart to the City and Homer Lenderman
Type: Other Communications **Status:** To Be Introduced
File created: 2/25/2015 **In control:** City Council
On agenda: 3/3/2015 **Final action:**
Title: Presentation by the Military Order of Purple Heart to the City of Jonesboro and Homer Lenderman
Sponsors: Mayor's Office
Indexes: Mayor's Commendations
Code sections:
Attachments:

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

Presentation by the Military Order of Purple Heart to the City of Jonesboro and Homer Lenderman



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-15:025 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 2/24/2015 **In control:** City Council
On agenda: **Final action:**
Title: Minutes for the City Council meeting on February 19, 2015
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

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

Minutes for the City Council meeting on February 19, 2015



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes City Council

Thursday, February 19, 2015

5:30 PM

Municipal Center

FINANCE COMMITTEE SPECIAL CALLED MEETING AT 4:30 P.M.

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

NOMINATING & RULES COMMITTEE MEETING AT 5:15 P.M.

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

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL BY CITY CLERK DONNA JACKSON

Councilman Burton left at 6:01 p.m. during the State of the City Address.

Present 10 - Darrel Dover; Ann Williams; Charles Frierson; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Charles Coleman and Todd Burton

Absent 2 - Chris Moore and Rennell Woods

4. SPECIAL PRESENTATIONS

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; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Charles Coleman and Todd Burton

Absent: 2 - Chris Moore and Rennell Woods

[MIN-15:017](#)

Minutes for the City Council meeting on February 3, 2015

Attachments: [Minutes](#)

This item was PASSED on the consent agenda.

RES-15:016 RESOLUTION TO RATIFY THE ACTIONS OF JUDGES, CLERKS AND ALTERNATES FOR THE CITY WATER AND LIGHT BOARD OF DIRECTORS ELECTION

This item was PASSED on the consent agenda.

Enactment No: R-EN-023-2015

6. NEW BUSINESS

ORDINANCES ON FIRST READING

ORD-15:003 AN ORDINANCE TO AMEND CHAPTER 105, OF THE JONESBORO CODE OF ORDINANCES ENTITLED BUILDING AND BUILDING REGULATION, FOR THE PURPOSE OF ADOPTING BY REFERENCE A NEW TECHNICAL CODE TO BE KNOWN AS THE 2014 ARKANSAS ENERGY CODE AS WELL AS ALL FUTURE EDITIONS WHICH MAY FOLLOW; AND FOR DECLARING AN EMERGENCY FOR THE PURPOSE OF THE IMMEDIATE PROTECTION OF THE PUBLIC

Sponsors: Inspections

Attachments: [2014 arkansas energy code for new building construction supplements and a](#)

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

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

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

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

Aye: 10 - Darrel Dover;Ann Williams;Charles Frierson;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Charles Coleman and Todd Burton

Absent: 2 - Chris Moore and Rennell Woods

Enactment No: O-EN-006-2015

ORD-15:010 AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 AND C-4 TO C-4 LUO FOR PROPERTY LOCATED AT 5441 AND 5443 SOUTHWEST DRIVE AS REQUESTED BY DAVID AND DEBORAH HARTSHORN

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

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

A motion was made by Councilman John Street, seconded by Councilman Mitch Johnson, to Waive Second Reading . The motion PASSED with the following vote.

Aye: 10 - Darrel Dover; Ann Williams; Charles Frierson; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Charles Coleman and Todd Burton

Absent: 2 - Chris Moore and Rennell Woods

7. UNFINISHED BUSINESS

ORDINANCES ON SECOND READING

ORD-15:004

AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO RS-7 AND FROM R-1 TO RM-8 FOR PROPERTY LOCATED AT 1621 NORTH PATRICK STREET AS REQUESTED BY DENVER DUDLEY

Attachments: [Plat](#)
[MAPC Report](#)
[Opposition Email](#)
[Support Email](#)

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

Mr. Garry Tate stated he doesn't have a problem with the rezoning as long as if Mr. Perry doesn't get his refinancing then the zoning goes back to R-1 zoning. He added the street also needs to be fixed. City Attorney Carol Duncan stated the City Council cannot put those types of restrictions on the zoning. Councilman Vance noted the zoning has a limited use overlay that will stick with that property no matter who owns the property. All future owners will only be able to build what is detailed on that limited use overlay unless they get it rezoned by the City Council.

Ms. Carolyn Tinsley stated her opposition to the rezoning due to the safety hazards with Patrick Street. She explained the road is not wide enough and does not have ample lighting. She recommended fixing the street before rezoning the property, which will add more traffic. She further discussed the plans for the property. She asked that the drainage and road issues be fixed before the property is rezoned.

Mr. Jason Marshall, representing the developer, spoke concerning the rezoning. He discussed the rezoning and the plans for the property. He noted the density from the development is less than what is allowed there under current zoning. He explained the area has been identified by governmental agencies as in need for this type of housing, which is why Patrick Street was chosen for the development. He further explained the developer has agreed to build sidewalks on the property for pedestrian use from one property line to another. He also agreed to put in a JETS stop in front of the development. Mr. Marshall added the North Jonesboro Initiative approves of the development, as well as the MAPC.

Councilman Vance stated special attention needs to be given to Patrick Street for improvements. He explained it is very apparent that due to the pedestrian usage the Council should commit to at least get some temporary sidewalks on Patrick Street. He added Patrick needs to be widened and that should be in the city's near-future plans. Mayor Perrin agreed, noting he has talked with the Engineering Department about Patrick Street so they are looking at it.

Mayor Perrin also noted the ordinance does not have an emergency clause. Councilman Street amended his motion to include an emergency clause on the ordinance.

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

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

Aye: 9 - Darrel Dover; Ann Williams; Charles Frierson; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson and Charles Coleman

Nay: 1 - Todd Burton

Absent: 2 - Chris Moore and Rennell Woods

Enactment No: O-EN-007-2015

8. MAYOR'S REPORTS

COM-15:010 Jonesboro Airport Commission financial statements for month ended January 31, 2015

Sponsors: Municipal Airport Commission

Attachments: [Financial Statements](#)

Next week they will be meeting with the Airport Commission to look at grants.

This item was Filed.

COM-15:012 State of the City Address presented by Mayor Harold Perrin

Sponsors: Mayor's Office

Attachments: [Presentation](#)
[2014 State of the City Address](#)

This item was Filed.

9. CITY COUNCIL REPORTS

Councilman Street thanked the Mayor for his State of the City Address. He stated he is pleased with the growth of Jonesboro and it couldn't be done without the volunteers from the city. He also commended Street Superintendent Steve Tippet for his work during the recent sleet/ice storm.

Councilman Dover motioned, seconded by Councilman Street, to suspend the rules and place ORD-15:008, ORD-15:009 and RES-15:015 to the agenda. All voted aye.

ORD-15:008 AN ORDINANCE TO AMEND ORDINANCE SECTION 2-576 TO ADD INFORMATION TECHNOLOGY AUDIT SERVICES AS A PROFESSIONAL SERVICE

Sponsors: Finance

Councilman Dover offered the ordinance for first reading.

Councilman Street motioned, seconded by Councilwoman Williams, to suspend the rules and waive the second and third readings. 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: 9 - Darrel Dover;Ann Williams;Charles Frierson;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson and Charles Coleman

Absent: 3 - Chris Moore;Rennell Woods and Todd Burton

Enactment No: O-EN-008-2015

ORD-15:009

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE PURCHASE OF REPAIRS ON CAT D5 DOZER.

Sponsors: Finance

Councilman Dover offered the ordinance for first reading.

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

After adoption of the ordinance, Councilman Street motioned, seconded by Councilman Johnson, to adopt the emergency clause. 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: 9 - Darrel Dover;Ann Williams;Charles Frierson;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson and Charles Coleman

Absent: 3 - Chris Moore;Rennell Woods and Todd Burton

Enactment No: O-EN-009-2015

RES-15:015

RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT FOR THE AIDD GRANT FOR WEST COLLEGE AVENUE BRIDGE REPLACEMENT

Sponsors: Grants

Attachments: [Agreement](#)
[Award Letter.pdf](#)
[Requirements.pdf](#)

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

Aye: 9 - Darrel Dover;Ann Williams;Charles Frierson;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson and Charles Coleman

Absent: 3 - Chris Moore;Rennell Woods and Todd Burton

Enactment No: R-EN-024-2015

Councilman Dover asked everyone to remember Ed Way's family in their prayers. His presence in the community will be missed.

10. PUBLIC COMMENTS

Mr. Garry Tate stated he would like to see greater enforcement of the city ordinance that requires household waste to be bagged, as he has received several complaints about plastic bags, such as those Walmart uses, being blown around and littering property. He asked that citizens be sent a letter or something else be done to cut down the litter in the city. He noted Patrick Street has a lot of litter down the sides of the road, as well as Belt Street. He asked that something be done to help with litter control.

11. ADJOURNMENT

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

Aye: 9 - Darrel Dover;Ann Williams;Charles Frierson;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson and Charles Coleman

Absent: 3 - Chris Moore;Rennell Woods and Todd Burton

_____ **Date:** _____

Harold Perrin, Mayor

Attest:

_____ **Date:** _____

Donna Jackson, City Clerk



Legislation Details (With Text)

File #:	RES-15:011	Version:	1	Name:	Contract with Regions Bank for sign sponsorship at Southside
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	2/6/2015	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH REGIONS BANK FOR SPONSORSHIP OF ONE SCOREBOARD SIGN AT SOUTHSIDE SOFTBALL COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract, Contract				
Code sections:					
Attachments:	Regions Bank				

Date	Ver.	Action By	Action	Result
2/19/2015	1	Finance & Administration Council Committee		

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

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

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

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

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Regions Bank for the sponsorship of one scoreboard sign at Southside Softball Complex. A copy of said contract is attached as Exhibit A.

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

EXHIBIT A

ADVERTISING AGREEMENT
FOR SCORE BOARD SIGN LOCATED AT
SOUTHSIDE SOFTBALL COMPLEX

This agreement is made by and between **Regions Bank** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this 6th Day of **March, 2015** (the "Effective Date").

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

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

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

I. Term

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

II. Advertisement at Facilities

- (1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR's logo shall be put on one 20' X 7' score board to be displayed on chosen field at FACILITY for a period of **(3) three years**.
- (2) It is agreed between the parties that the SPONSOR shall pay over a period of **3 years** for the sign and sponsorship the total sum of **\$1500.00**.
A sum of **\$500.00** shall be paid on **March 15th, 2015**.
A sum of **\$500.00** shall be paid on **March 15th, 2016**.
A sum of **\$500.00** shall be paid on **March 15th, 2017**.

- (3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have the right to renew this contract for an additional period of **(3) three year** at the sponsorship rate to be negotiated at the time of the renewal.
- (4) It is agreed that the CITY the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove SPONSOR'S sign and obtain a new sponsor for designated field in the event of failure of payment on the part of the SPONSOR.
- (5) It is agreed between the parties that the CITY will furnish a 20" x 7' sign to be placed for SPONSOR'S designated field. However, it shall be the responsibility of SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.
- (6) It is agreed by CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep of sign and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might involve the sign.

III. Assignability and Exclusivity

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

IV. Miscellaneous Provisions.

- (1) No Modification of this Agreement shall be effective unless it is made in writing and signed by the authorized representative's of the parties hereto.
- (2) This agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, Arkansas.
- (3) Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.

- (4) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- (5) Each party represents to the other the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

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

BY: **Regions Bank**

Name: Nancy Worsham
Signature: Nancy Worsham
Title: NE AK Market President
Date: 2-5-15

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #: RES-15:012 **Version:** 1 **Name:** Contract with Quality Farm Supply for sign sponsorship at Southside

Type: Resolution **Status:** Recommended to Council

File created: 2/6/2015 **In control:** Finance & Administration Council Committee

On agenda: **Final action:**

Title: A RESOLUTION TO CONTRACT WITH QUALITY FARM SUPPLY FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Indexes: Contract

Code sections:

Attachments: [Quality Farm Supply](#)

Date	Ver.	Action By	Action	Result
2/19/2015	1	Finance & Administration Council Committee		

A RESOLUTION TO CONTRACT WITH QUALITY FARM SUPPLY FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

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

WHEREAS, Quality Farm Supply is seeking sponsorship recognition on one outfield sign at Southside Softball Complex; and

WHEREAS, Quality Farm Supply is sponsoring the outfield sign for the sum of \$300.00 per year for a period of 3 years;

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Quality Farm Supply for the sponsorship of a outfield sign at Southside Softball Complex. A copy of said contract is attached as Exhibit A.

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

EXHIBIT A

ADVERTISING AGREEMENT
FOR FIELD SIGN LOCATED AT
SOUTHSIDE SOFTBALL COMPLEX

This agreement is made by and between Quality Farm Supply (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this 6th Day of March, 2015 (the "Effective Date").

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

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

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

I. Term

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

II. Advertisement at Facilities

- (1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR's logo shall be put on a sign to be displayed on chosen field at FACILITY for a period of **(3) three years**.
- (2) It is agreed between the parties that the SPONSOR shall pay over a period of **3 years** for the sign and sponsorship the total sum of **\$900.00**.
A sum of **\$300.00** shall be paid on **March 9th, 2015**.
A sum of **\$300.00** shall be paid on **March 9th, 2016**.
A sum of **\$300.00** shall be paid on **March 9th, 2017**.

- (3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have the right to renew this contract for an additional period of **(3) three years** at the sponsorship rate to be negotiated at the time of the renewal.

- (4) It is agreed that the CITY the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove SPONSOR'S sign and obtain a new sponsor for designated field in the event of failure of payment on the part of the SPONSOR.

- (5) It is agreed between the parties that the CITY will furnish a 4' x 6' sign to be placed for SPONSOR'S designated field. However, it shall be the responsibility of SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.

- (6) It is agreed by CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep of sign and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might involve the sign.

III. Assignability and Exclusivity

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

IV. Miscellaneous Provisions.

- (1) No Modification of this Agreement shall be effective unless it is made in writing and signed by the authorized representative's of the parties hereto.

- (2) This agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, Arkansas.

- (3) Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
- (4) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- (5) Each party represents to the other the individual signing this Agreement below has been duly authorized to do so by its respective governing body and 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: **QUALITY FARM SUPPLY**

Name: _____

Signature: Porter Hurt

Title: _____

Date: _____

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-15:013	Version:	1	Name:	Contract with Jonesboro Auto Auction for sign sponsorship at Southside
Type:	Resolution	Status:			Recommended to Council
File created:	2/6/2015	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH JONESBORO AUTO AUCTION, LLC FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	Jonesboro Auto Auction LLC				

Date	Ver.	Action By	Action	Result
2/19/2015	1	Finance & Administration Council Committee		

A RESOLUTION TO CONTRACT WITH JONESBORO AUTO AUCTION, LLC FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

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

WHEREAS, Jonesboro Auto Auction, LLC is seeking sponsorship recognition on one outfield sign at Southside Softball Complex; and

WHEREAS, Jonesboro Auto Auction, LLC is sponsoring the outfield sign for the sum of \$300.00 per year for a period of 3 years;

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Jonesboro Auto Auction, LLC for the sponsorship of a outfield sign at Southside Softball Complex. A copy of said contract is attached as Exhibit A.

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

EXHIBIT A

ADVERTISING AGREEMENT
FOR FIELD SIGN LOCATED AT
SOUTHSIDE SOFTBALL COMPLEX

This agreement is made by and between **Jonesboro Auto Auction, LLC** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this **6th** Day of **March, 2015** (the "Effective Date").

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

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

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

I. Term

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

II. Advertisement at Facilities

- (1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR's logo shall be put on a sign to be displayed on chosen field at FACILITY for a period of **(3) three years**.
- (2) It is agreed between the parties that the SPONSOR shall pay over a period of **3 years** for the sign and sponsorship the total sum of **\$900.00**.
A sum of **\$300.00** shall be paid on **March 9th, 2015**.
A sum of **\$300.00** shall be paid on **March 9th, 2016**.
A sum of **\$300.00** shall be paid on **March 9th, 2017**.

- (3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have the right to renew this contract for an additional period of **(3) three years** at the sponsorship rate to be negotiated at the time of the renewal.
- (4) It is agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove SPONSOR'S sign and obtain a new sponsor for designated field in the event of failure of payment on the part of the SPONSOR.
- (5) It is agreed between the parties that the CITY will furnish a 4' x 6' sign to be placed for SPONSOR'S designated field. However, it shall be the responsibility of SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.
- (6) It is agreed by CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep of sign and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might involve the sign.

III. Assignability and Exclusivity

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

IV. Miscellaneous Provisions.

- (1) No Modification of this Agreement shall be effective unless it is made in writing and signed by the authorized representative's of the parties hereto.
- (2) This agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, Arkansas.
- (3) Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.

- (4) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- (5) Each party represents to the other the individual signing this Agreement below has been duly authorized to do so by its respective governing body and this Agreement is binding and enforceable as to each party.

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

BY: **Jonesboro Auto Auction, LLC**

Name: Keith Campbell
Signature: Keith Campbell
Title: Managing Member
Date: 1-20-15

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-15:014	Version:	1	Name:	Contract with Mr. Trophy for sign sponsorship at Southside
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	2/6/2015	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO CONTRACT WITH MR. TROPHY & ENGRAVING FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	Mr Trophy & Engraving				

Date	Ver.	Action By	Action	Result
2/19/2015	1	Finance & Administration Council Committee		

A RESOLUTION TO CONTRACT WITH MR. TROPHY & ENGRAVING FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

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

WHEREAS, Mr. Trophy & Engraving is seeking sponsorship recognition on one outfield sign at Southside Softball Complex; and

WHEREAS, Mr. Trophy & Engraving is sponsoring the outfield sign for the sum of \$300.00 per year for a period of 3 years;

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Mr. Trophy & Engraving for the sponsorship of a outfield sign at Southside Softball Complex. A copy of said contract is attached as Exhibit A.

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

EXHIBIT A

ADVERTISING AGREEMENT
FOR FIELD SIGN LOCATED AT
SOUTHSIDE SOFTBALL COMPLEX

This agreement is made by and between Mr. Trophy & Engraving (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this 6th Day of March, 2015 (the "Effective Date").

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

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

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

I. Term

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

II. Advertisement at Facilities

- (1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR's logo shall be put on a sign to be displayed on chosen field at FACILITY for a period of **(3) three years**.
- (2) It is agreed between the parties that the SPONSOR shall pay over a period of **3 years** for the sign and sponsorship the total sum of **\$900.00**.
A sum of **\$300.00** shall be paid on **March 9th, 2015**.
A sum of **\$300.00** shall be paid on **March 9th, 2016**.
A sum of **\$300.00** shall be paid on **March 9th, 2017**.

A sum of **\$300.00** shall be paid on **March 1st, 2017**.

- (3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have the right to renew this contract for an additional period of **(3) three years** at the sponsorship rate to be negotiated at the time of the renewal.
- (4) It is agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove SPONSOR'S sign and obtain a new sponsor for designated field in the event of failure of payment on the part of the SPONSOR.
- (5) It is agreed between the parties that the CITY will furnish a 4' x 6' sign to be placed for SPONSOR'S designated field. However, it shall be the responsibility of SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.
- (6) It is agreed by CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep of sign and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might involve the sign.

III. Assignability and Exclusivity

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


IV. Miscellaneous Provisions.

- (1) No Modification of this Agreement shall be effective unless it is made in writing and signed by the authorized representative's of the parties hereto.
- (2) This agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, Arkansas.

- (3) Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
- (4) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- (5) Each party represents to the other the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

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

BY: **Mr. Trophy & Engraving**

Name: LARRY BRANTLEY 

Title: PRESIDENT

Date: 1-16-15

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-15:018	Version:	1	Name:	Agreement with Craighead County to lease space in the Justice Complex
Type:	Resolution	Status:			Recommended to Council
File created:	2/11/2015	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CRAIGHEAD COUNTY TO LEASE SPACE IN THE JUSTICE COMPLEX BUILDING				
Sponsors:	Finance				
Indexes:	Contract				
Code sections:					
Attachments:	Justice Complex Lease Agreement (2) justice complex leased space				

Date	Ver.	Action By	Action	Result
2/19/2015	1	Finance & Administration Council Committee		

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CRAIGHEAD COUNTY TO LEASE SPACE IN THE JUSTICE COMPLEX BUILDING

WHEREAS, the City of Jonesboro, Arkansas and Craighead County, Arkansas desire to enter into a lease agreement for space for the Craighead County District Court and its employees in the Justice Complex located at 410 W. Washington Avenue, Jonesboro, Arkansas; and

WHEREAS, said lease 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 Lease Agreement with Craighead County, Arkansas for property located in the Justice Complex located at 410 West Washington, Jonesboro Arkansas. That the term of the Agreement shall be for a period of three years and the space to be rented is 5,453 square feet and the rental cost for the space shall be \$24,374.91 to be paid annually. 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.

LEASE AGREEMENT

This agreement, made and entering into on effective date by and between the CITY OF JONESBORO, hereinafter called Lessor, and Craighead County Quorum Court, hereinafter called Lessee, enter into the following lease agreement, to wit:

1. **Leased Premises.** For and in consideration of the rents, covenants, and agreements herein entered into and agreed upon by the Lessee as obligations to the Lessor, the Lessor lets, leases and demises unto Lessee, subject to the terms and conditions contained herein, the following described property situated in Craighead County, Arkansas: 5,453 square feet from the City of Jonesboro, Municipal Complex located at 410 West Washington, Jonesboro, Arkansas. (Exhibit A) To have and to hold said premises unto the said Lessee for and during the term contained in paragraph two, subject to the covenants, conditions, and liens herein contained. The actual area to be leased is designated on the addendum attached hereto.
2. **Term.** Lessor and Lessee enter into a lease agreement dated the ___ day of February, 2015 and shall extend for a term of three years. Further, Lessee shall have the option to renew the said lease for an additional term of three years upon the expiration of this lease agreement.
3. **Rent.** Lessee agrees to pay Lessor as rental the sum of \$24,374.91, payable on the ___ day of February, 2015 and on the first day of February every year thereafter during the term of this lease.
4. **Payment of Rent.** The rent payable hereunder shall be paid to Lessor at 300 S. Church Street, Jonesboro, Arkansas 72401.
5. **Building Alterations/Remodeling.** Any and all building alterations/remodeling shall only be made with prior permission from the City of Jonesboro.
6. **Use of Property.** Lessee agrees to use the leased premises for the purpose of County Judicial Business and office clerical work. Lessee is to obtain written consent from Lessor in advance if planning to use premises for any other reason.
7. **Assignment and Subletting.** Lessee shall not sublet the premises in whole or in part and shall not sell, assign, mortgage, pledge, or in any manner transfer this Lease, or any interest herein, without in each case having obtained Lessor's written consent, which consent shall not be reasonably withheld. In the event of such assignment or subletting, Lessee shall remain liable for the performance of this Lease.

8. **Lessor's Repairs.** Lessor shall maintain the exterior walls, doors, and roof of the structure upon the leased premises in a reasonable state of repair as may be required to keep and maintain the same in a good and tenantable condition. Further, the Lessor is obligated to keep the interior of the building, including interior wiring, plumbing, and window and door glass in good repair.

9. **Lessee's Repairs.** Lessee shall be responsible for maintaining its area of carpeting and the painting of the interior of the leased premises. Lessee shall be responsible for any cosmetic changes to the interior of the premises. Lessee shall, at the termination of said lease, leave interior, including all of the above items, in as good and satisfactory condition as the same was at the beginning of the lease, normal wear and tear excluded.

10. **Lessee's Default.** If Lessee shall be in default as to the payment of rent for a period of thirty (30) days or as to any covenant herein provided for more than thirty (30) days after receipt of notice from Lessor specifying such default, Lessor shall have the right, without limitation upon any other rights which may be given Lessor by law or by any other provision of this lease agreement, to reenter the leased premises and relet the same as agent for Lessee upon the best terms and conditions reasonable obtainable, and Lessee shall be liable to the Lessor for the difference, if any, between the rent so obtained and the minimum rent stipulated to be paid in this lease. Lessee agrees that in such event it will vacate the leased premises without further notice, and if it becomes necessary to bring any legal action to recover possession, Lessee agrees to pay a reasonable fee for the attorney of Lessor in such default.

11. **Non-Waiver.** It is agreed that the failure of the Lessor to invoke any of the available remedies under this lease or under law in the event of one or more breaches or defaults by Lessee under the lease shall not be construed as a waiver of such provisions and conditions and shall not prevent Lessor from invoking such remedies in the event of any future breach or default.

12. **Holdover.** If Lessee remains in possession of the leased premises after the expiration of the term of this Lease, or renewal of this Lease, as the case may be, without a new lease reduced to writing and duly executed, even if Lessee shall have paid, and Lessor shall have accepted, rent in respect to such holding over, Lessee shall be deemed to be occupying the leased premises only as a Lessee from month to month, subject to all the covenants, conditions, and agreements of this Lease.

13. **Risk of Loss.** Lessee shall be solely responsible for losses including but not limited

to movables, trade fixtures installed by Lessee, furniture, furnishings and/or other valuables left on the leased premises. The Lessee may elect to acquire and maintain insurance to protect against such losses at its own expense.

14. **Common Areas.** Any parking area or other common areas which Lessor may provide shall be for the joint use of Lessor, Lessee, other tenants of Lessor, and the invitees and employees of Lessor, Lessee, and other tenants of Lessor, and Lessor hereby grants to Lessee the right, during the term of this lease, to use any designed parking areas and other common areas which may be provided in common with others entitled to the use thereof. The use thereof shall be subject to such reasonable regulations or limitations as Lessor shall make or require from time to time.

15. **Compliance with Laws.** Lessee agrees not to violate any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the leased premises.

16. **Waste.** Lessee shall not commit waste, nor permit waste to result or to be done to or upon the aforesaid property and premises. Lessee shall not store or permit to be stored thereon or therein any explosives, combustible substances, or materials of any nature, which would increase the fire hazard or cause a premium to be charged for insurance higher than that charged for the present use of said property, and not to operate, nor permit to be operated, nor to exist thereon or therein, any public or private nuisance.

17. **Interpretation.** This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

18. **Governing Law.** The terms and conditions of this Lease shall be construed and governed by the laws of the State of Arkansas and any venue for any litigation related to this issue shall be in Jonesboro, Craighead County, Arkansas.

19. **Entire Agreement.** This lease agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding on the parties hereto. This lease agreement supersedes all prior agreements, contracts and understandings of any kind between the parties relating to the subject matter hereof. This agreement may be executed in all or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instrument.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on this _____ day of _____, 2015.

LESSOR

City of Jonesboro

By: _____

Mayor, Harold Perrin

Attested by:

Donna Jackson, City Clerk

LESSEE

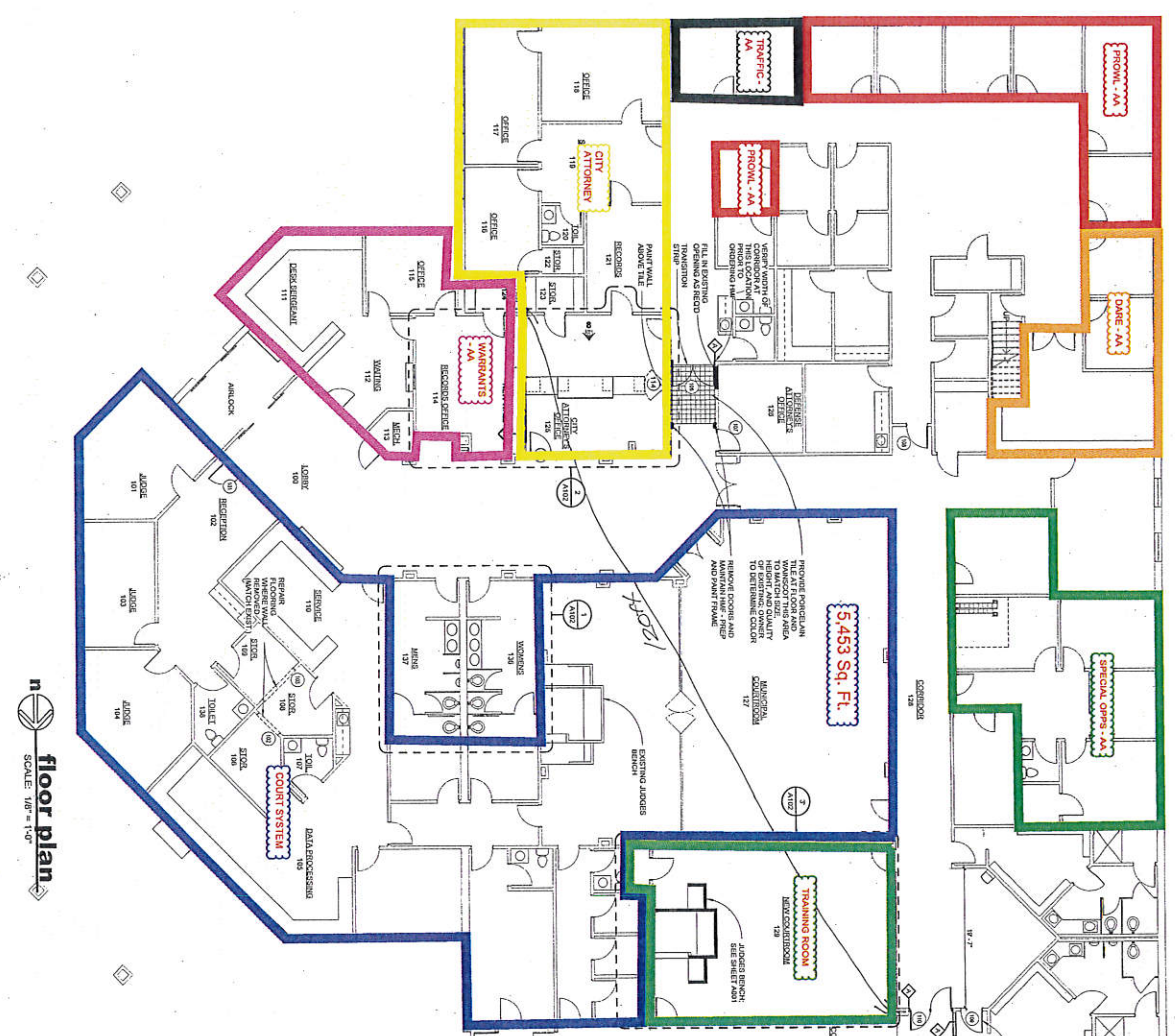
Craighead County Judge

By: _____

County Judge, Ed Hill

Attested by:

Title: _____



floor plan
 SCALE: 1/8" = 1'-0"

GENERAL NOTES:
 1. AREA CALCULATIONS FOR GENERAL USE ONLY. ALL QUANTITIES TO BE VERIFIED IN FIELD.

Room No.	Room Name	Floor Finish	Base	Wall Finish				Ceiling Finish	Area	Comments
				North	East	South	West			
101	RECEPTION	CONCRETE	WOOD GRAIN	PAINTED	PAINTED	PAINTED	PAINTED	CONCRETE		
102	RECEPTION	CONCRETE	WOOD GRAIN	PAINTED	PAINTED	PAINTED	PAINTED	CONCRETE		
103	RECEPTION	CONCRETE	WOOD GRAIN	PAINTED	PAINTED	PAINTED	PAINTED	CONCRETE		
104	RECEPTION	CONCRETE	WOOD GRAIN	PAINTED	PAINTED	PAINTED	PAINTED	CONCRETE		
105	RECEPTION	CONCRETE	WOOD GRAIN	PAINTED	PAINTED	PAINTED	PAINTED	CONCRETE		
106	RECEPTION	CONCRETE	WOOD GRAIN	PAINTED	PAINTED	PAINTED	PAINTED	CONCRETE		
107	RECEPTION	CONCRETE	WOOD GRAIN	PAINTED	PAINTED	PAINTED	PAINTED	CONCRETE		
108	RECEPTION	CONCRETE	WOOD GRAIN	PAINTED	PAINTED	PAINTED	PAINTED	CONCRETE		
109	RECEPTION	CONCRETE	WOOD GRAIN	PAINTED	PAINTED	PAINTED	PAINTED	CONCRETE		
110	RECEPTION	CONCRETE	WOOD GRAIN	PAINTED	PAINTED	PAINTED	PAINTED	CONCRETE		
111	RECEPTION	CONCRETE	WOOD GRAIN	PAINTED	PAINTED	PAINTED	PAINTED	CONCRETE		
112	RECEPTION	CONCRETE	WOOD GRAIN	PAINTED	PAINTED	PAINTED	PAINTED	CONCRETE		
113	RECEPTION	CONCRETE	WOOD GRAIN	PAINTED	PAINTED	PAINTED	PAINTED	CONCRETE		
114	RECEPTION	CONCRETE	WOOD GRAIN	PAINTED	PAINTED	PAINTED	PAINTED	CONCRETE		
115	RECEPTION	CONCRETE	WOOD GRAIN	PAINTED	PAINTED	PAINTED	PAINTED	CONCRETE		
116	RECEPTION	CONCRETE	WOOD GRAIN	PAINTED	PAINTED	PAINTED	PAINTED	CONCRETE		
117	RECEPTION	CONCRETE	WOOD GRAIN	PAINTED	PAINTED	PAINTED	PAINTED	CONCRETE		
118	RECEPTION	CONCRETE	WOOD GRAIN	PAINTED	PAINTED	PAINTED	PAINTED	CONCRETE		
119	RECEPTION	CONCRETE	WOOD GRAIN	PAINTED	PAINTED	PAINTED	PAINTED	CONCRETE		
120	RECEPTION	CONCRETE	WOOD GRAIN	PAINTED	PAINTED	PAINTED	PAINTED	CONCRETE		
121	RECEPTION	CONCRETE	WOOD GRAIN	PAINTED	PAINTED	PAINTED	PAINTED	CONCRETE		
122	RECEPTION	CONCRETE	WOOD GRAIN	PAINTED	PAINTED	PAINTED	PAINTED	CONCRETE		
123	RECEPTION	CONCRETE	WOOD GRAIN	PAINTED	PAINTED	PAINTED	PAINTED	CONCRETE		
124	RECEPTION	CONCRETE	WOOD GRAIN	PAINTED	PAINTED	PAINTED	PAINTED	CONCRETE		
125	RECEPTION	CONCRETE	WOOD GRAIN	PAINTED	PAINTED	PAINTED	PAINTED	CONCRETE		
126	RECEPTION	CONCRETE	WOOD GRAIN	PAINTED	PAINTED	PAINTED	PAINTED	CONCRETE		
127	RECEPTION	CONCRETE	WOOD GRAIN	PAINTED	PAINTED	PAINTED	PAINTED	CONCRETE		
128	RECEPTION	CONCRETE	WOOD GRAIN	PAINTED	PAINTED	PAINTED	PAINTED	CONCRETE		
129	RECEPTION	CONCRETE	WOOD GRAIN	PAINTED	PAINTED	PAINTED	PAINTED	CONCRETE		
130	RECEPTION	CONCRETE	WOOD GRAIN	PAINTED	PAINTED	PAINTED	PAINTED	CONCRETE		
131	RECEPTION	CONCRETE	WOOD GRAIN	PAINTED	PAINTED	PAINTED	PAINTED	CONCRETE		
132	RECEPTION	CONCRETE	WOOD GRAIN	PAINTED	PAINTED	PAINTED	PAINTED	CONCRETE		
133	RECEPTION	CONCRETE	WOOD GRAIN	PAINTED	PAINTED	PAINTED	PAINTED	CONCRETE		
134	RECEPTION	CONCRETE	WOOD GRAIN	PAINTED	PAINTED	PAINTED	PAINTED	CONCRETE		
135	RECEPTION	CONCRETE	WOOD GRAIN	PAINTED	PAINTED	PAINTED	PAINTED	CONCRETE		
136	RECEPTION	CONCRETE	WOOD GRAIN	PAINTED	PAINTED	PAINTED	PAINTED	CONCRETE		
137	RECEPTION	CONCRETE	WOOD GRAIN	PAINTED	PAINTED	PAINTED	PAINTED	CONCRETE		
138	RECEPTION	CONCRETE	WOOD GRAIN	PAINTED	PAINTED	PAINTED	PAINTED	CONCRETE		
139	RECEPTION	CONCRETE	WOOD GRAIN	PAINTED	PAINTED	PAINTED	PAINTED	CONCRETE		
140	RECEPTION	CONCRETE	WOOD GRAIN	PAINTED	PAINTED	PAINTED	PAINTED	CONCRETE		

FINISH SCHEDULE

- GENERAL NOTES:**
1. VERIFY ALL DIMENSIONS AT THE FIELD.
 2. VERIFY ALL DIMENSIONS AT THE FIELD.
 3. VERIFY ALL DIMENSIONS AT THE FIELD.
 4. VERIFY ALL DIMENSIONS AT THE FIELD.
 5. VERIFY ALL DIMENSIONS AT THE FIELD.
 6. VERIFY ALL DIMENSIONS AT THE FIELD.
 7. VERIFY ALL DIMENSIONS AT THE FIELD.

- Finish Notes Legend**
1. Where new door or casework opening has been provided or field in, part and height.
 2. Apply LVT/tiling to slip of platform at Deck Staircase.
 3. Paint base and edge of millwork except Provide 3/16" fiberglass batt insulation above ceiling tile.
 4. Patch bonding with material to match.
 5. Carpet (except tile) equal to field.
 6. LVT (Luxury Vinyl) tile equal to field.
 7. Carpet (except tile) equal to field.

GENERAL NOTES:

1. VERIFY ALL DIMENSIONS AT THE FIELD.

2. VERIFY ALL DIMENSIONS AT THE FIELD.

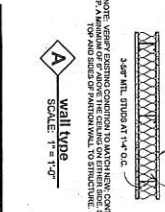
3. VERIFY ALL DIMENSIONS AT THE FIELD.

4. VERIFY ALL DIMENSIONS AT THE FIELD.

5. VERIFY ALL DIMENSIONS AT THE FIELD.

6. VERIFY ALL DIMENSIONS AT THE FIELD.

7. VERIFY ALL DIMENSIONS AT THE FIELD.



GENERAL NOTES:

1. VERIFY ALL DIMENSIONS AT THE FIELD.

2. VERIFY ALL DIMENSIONS AT THE FIELD.

3. VERIFY ALL DIMENSIONS AT THE FIELD.

4. VERIFY ALL DIMENSIONS AT THE FIELD.

5. VERIFY ALL DIMENSIONS AT THE FIELD.

6. VERIFY ALL DIMENSIONS AT THE FIELD.

7. VERIFY ALL DIMENSIONS AT THE FIELD.

BRACKETT KRENNERICH ARCHITECTS
 26 MAY 2014
 Commission Number 10914
A101
 Date: November 26, 2014

Rev.	Rev. Description	Rev. Date	Issued By

BRACKETT KRENNERICH architects

Renovations to Justice Complex
City of Jonesboro
 Jonesboro, Arkansas



Legislation Details (With Text)

File #: ORD-15:010 **Version:** 1 **Name:** Rezoning at 5441 and 5443 Southwest Drive
Type: Ordinance **Status:** Third Reading
File created: 2/12/2015 **In control:** City Council
On agenda: **Final action:**

Title: AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 AND C-4 TO C-4 LUO FOR PROPERTY LOCATED AT 5441 AND 5443 SOUTHWEST DRIVE AS REQUESTED BY DAVID AND DEBORAH HARTSHORN

Sponsors:

Indexes: Rezoning

Code sections:

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

Date	Ver.	Action By	Action	Result
2/19/2015	1	City Council		

AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES.

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

SECTION 1. Chapter 117, Article III, 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 R-1, Single-Family Medium Density District (rear) and C-4 , Neighborhood Commercial to C-4, LUO, Neighborhood Commercial District, per attached plat, that land described as follows:

LEGAL DESCRIPTION

LOT 2 OF CLEARVIEW ESTATES SECOND ADDITION TO THE CITY OF JONESBORO, ARKANSAS, AS SHOWN BY PLAT IN PLAT CABINET "B", PAGE 62 AND SUBJECT TO EASEMENTS AS SHOWN ON SAID PLAT, AND LOTS 1,2,3 AND 4 OF CLEARVIEW ESTATES SECOND ADDITION, PHASE II TO THE CITY OF JONESBORO, ARKANSAS, AS SHOWN BY PLAT IN PLAT CABINET "B", PAGE 75 AND SUBJECT TO EASEMENTS AS SHOWN ON SAID PLAT, AND A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 13 NORTH, RANGE 3 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3 AFORESAID; THENCE NORTH 00°05'49" EAST" A DISTANCE OF 569.60 FEET TO THE NORTH LINE OF KAY DRIVE; THENCE CONTINUE NORTH 00° 05'49" EAST 42.3 FEET, MORE OR LESS, TO AN EXISTING FENCE LINE: THENCE SOUTH 88°47'18" EAST 128.72 FEET, MORE OR LESS, TO THE WEST LINE OF KAY DRIVE: THENCE SOUTH AND WEST ALONG THE WEST LINE OF KAY DRIVE TO THE POINT OF BEGINNING, AND LOT 5 OF

CLEARVIEW ESTATES SECOND ADDITION, PHASE II TO THE CITY OF JONESBORO, ARKANSAS, AS SHOWN BY PLAT IN PLAT CABINET "B", PAGE 75 AND SUBJECT TO EASEMENT AS SHOWN ON SAID PLAT, TOGETHER WITH AN EASEMENT AND RIGHT-OF-WAY OVER AND ACROSS LOT 2 CLEARVJEW ESTATES SECOND ADDITION FOR THE PURPOSE OF INSTALLING AND MAINTAINING A SEPTIC SYSTEM ASSOCIATED WITH HOME BUILT ON LOT 5IN' CLEARVIEW ESTATES SECOND ADDITION, PHASE II, JONESBORO, ARKANSAS, AND THE RIGHT-OF-WAY FOR KAY DRIVE LYING WITH CLEARVIEW ESTATES SECOND ADDITION, PHASE II TO THE CITY OF JONESBORO, ARKANSAS, AS SHOWN BY PLAT IN PLAT CABINET "B", PAGE 75 AND SUBJECT TO EASEMENTS AS SHOWN ON SAID PLAT.
CONTAING IN ALL 154,898 SQ. FT. OR 3.56 ACRES, MORE OR LESS,

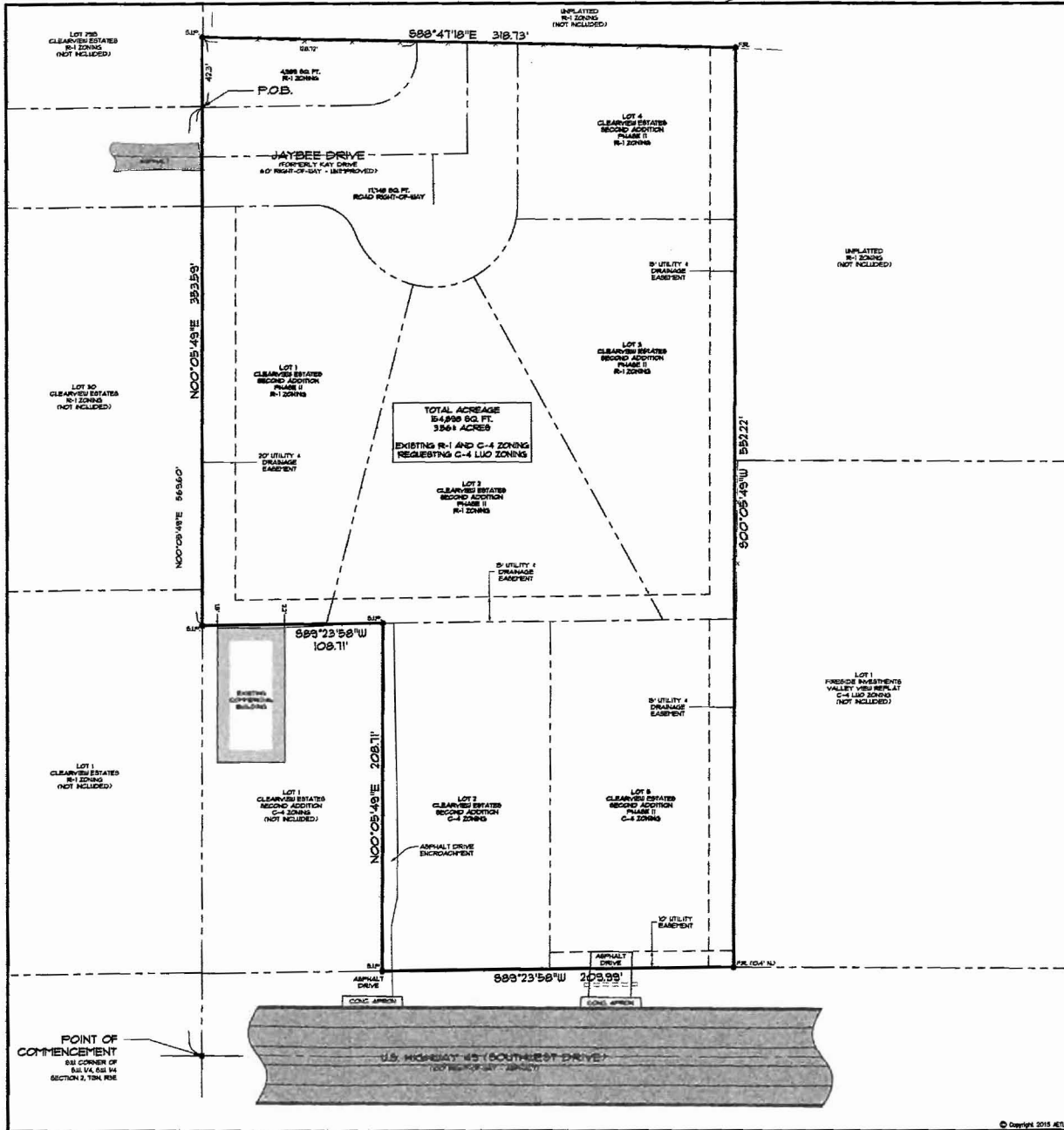
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

SECTION II: The requested rezoning classification is further restricted as follows:

1. That the proposed development shall satisfy all requirements of the City Engineer and all requirements of the current Stormwater Drainage Design Manual and Floodplain Regulations.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the MAPC prior to any redevelopment of the subject property.
3. The applicant/successors agree to comply with the Master Street Plan recommendations for Southwest Drive and Jaybee Drive upon any future redevelopment of the site.
4. Access to Jaybee Drive right-of-way shall be prohibited as part of any redevelopment of the site.
5. A buffer zone shall be required along any side of the subject property adjoining residential property. The size and type of buffer zone shall be determined during the site development site plan review by the MAPC.
6. The property shall be redeveloped under the C..4 Commercial District standards, without the following prohibit uses:
 - A. Gas Fueling Station
 - B. Billboard Advertisement
 - C. Automotive Repair/Collision Repair
 - D. Animal Care
 - E. Adult Entertainment
 - F. Hospital
 - G. Auditorium/Stadium
 - H. Freight Terminal

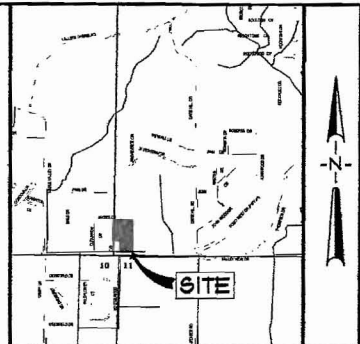
SECTION III: All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION IV: 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.



LEGEND

- BOUNDARY LINE
- - - ADJACENT LOT LINE
- - - EASEMENT LINE
- - - ROUND MESSAGE
- ROUND COTTON PULPER SPINDLE
- ROUND IRON PIPE
- - - EXISTING FENCE LINE



DESCRIPTION

LOT 2 OF CLEARVIEW ESTATES SECOND ADDITION TO THE CITY OF JONESBORO, ARKANSAS, AS SHOWN BY PLAT IN PLAT CABINET 95, PAGE 810 AND SUBJECT TO EASEMENTS AS SHOWN ON SAID PLAT;

AND

LOTS 1, 3, 4 AND 5 OF CLEARVIEW ESTATES SECOND ADDITION PHASE II TO THE CITY OF JONESBORO, ARKANSAS, AS SHOWN BY PLAT IN PLAT CABINET 95, PAGE 810 AND SUBJECT TO EASEMENTS AS SHOWN ON SAID PLAT;

AND

A PART OF THE SOUTH-EAST QUARTER OF THE SOUTH-EAST QUARTER OF SECTION 2, TOWNSHIP 8 NORTH, RANGE 9 EAST, CALHOUN COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 8 NORTH, RANGE 9 EAST, CALHOUN COUNTY, ARKANSAS, THENCE NORTH 00°00'48" EAST 43.8 FEET, MORE OR LESS TO AN EXISTING FENCE LINE, THENCE SOUTH 88°01'30" EAST 50.0 FEET, MORE OR LESS TO THE EAST LINE OF KAY DRIVE, THENCE SOUTH AND WEST ALONG THE EAST LINE OF KAY DRIVE TO THE POINT OF BEGINNING.

AND

LOT 8 OF CLEARVIEW ESTATES SECOND ADDITION PHASE II TO THE CITY OF JONESBORO, ARKANSAS, AS SHOWN BY PLAT IN PLAT CABINET 95, PAGE 810 AND SUBJECT TO EASEMENTS AS SHOWN ON SAID PLAT, TOGETHER WITH AN EASEMENT AND RIGHT-OF-WAY OVER AND ACROSS LOT 1 OF CLEARVIEW ESTATES SECOND ADDITION FOR THE PURPOSE OF INSTALLING AND MAINTAINING A METRIC BYPASS ASSOCIATED WITH HOME BUILT ON LOT 8 IN CLEARVIEW ESTATES SECOND ADDITION PHASE II, JONESBORO, ARKANSAS.

AND

THE RIGHT-OF-WAY FOR KAY DRIVE LYING WITHIN CLEARVIEW ESTATES SECOND ADDITION PHASE II TO THE CITY OF JONESBORO, ARKANSAS, AS SHOWN BY PLAT IN PLAT CABINET 95, PAGE 810 AND SUBJECT TO EASEMENTS AS SHOWN ON SAID PLAT;

CONTAINING IN ALL 54,898 SQ. FT. OR 3.66 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS, RESTRICTION RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

SURVEYOR'S NOTES

- THIS BOUNDARY SURVEY AND REZONING PLAT WAS PREPARED FOR DAVID AND DEBORAH HARTSHORN.
- NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS SURVEYOR FOR EASEMENTS, RESTRICTIONS, RESERVATIONS OR RIGHTS-OF-WAY AFFECTING THIS PROPERTY.
- SUBJECT PROPERTY IS CURRENTLY ZONED R-1 AND C-4 ZONING WITH A REQUEST FOR C-4 ZONING AS NOTED.

OWNER'S CERTIFICATION

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY AS DESCRIBED HEREON AND THAT WE REQUEST THE CHANGE IN ZONING AS NOTED.

DAVID S. HARTSHORN, OWNER
DEBORAH R. HARTSHORN, OWNER

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT ASSOCIATED ENGINEERING AND TESTING, LLC HAS THIS DATE FILED THIS REZONING PLAT WITH THE CLERK OF THE COUNTY CLERK'S OFFICE AS SHOWN HEREON AND THAT SAID SURVEY IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THERE ARE NO APPROPRIATE RECORD ENCUMBRANCES OTHER THAN AS SHOWN OR STATED HEREON AND THAT THIS SURVEY HAS BEEN MADE IN ACCORDANCE WITH THE "MINIMUM PRACTICE STANDARDS FOR PROPERTY SURVEYS AND PLATS" IN EFFECT ON THIS DATE.

DATE OF BOUNDARY SURVEY: 11/11/2015

NOTE: THIS IS A VALID COPY. FIRST HAVE ORIGINAL SURVEYORS SIGNATURE AND SURVEYOR'S SEAL.

ASSOCIATED ENGINEERING AND TESTING, LLC
CIVIL ENGINEERING AND LAND SURVEYING SERVICES
105 SOUTH CHURCH STREET - P.O. BOX 1462 - JONESBORO, AR 72403
PH: 870-952-1054 FAX: 870-952-1063

REZONING PLAT
FOR DAVID S. DEBORAH HARTSHORN
U.S. HIGHWAY 43 (SOUTHWEST DRIVE)
JONESBORO, ARKANSAS

DATE	REVISION	DRAWN	CHECK	SCALE	SHEET
				1" = 30'	1 OF 1



City of Jonesboro City Council
Staff Report – RZ 15-02: 5441 & 5443 Southwest Drive. Rezoning
Municipal Center - 300 S. Church St.
For Consideration by the Council on February 17, 2015

REQUEST: To consider a rezoning of the land containing 3.56 acres more or less.

PURPOSE: A request to consider recommendation to Council for a rezoning from R-1(rear) and C-4(front) to proposed C-4 L.U.O. (Modified), as recommended by the MAPC.

**APPLICANTS/
OWNER:** **David and Deborah Hartshorn**, 4607 South Culberhouse, Jonesboro AR

LOCATION: 5441 and 5443 Southwest Drive, Jonesboro, AR

**SITE
DESCRIPTION:** **Tract Size:** 154,898 Sq Ft-3.56 Ac
Street Frontage: 209.99' (Southwest Drive) and 60' (Jaybee Drive)
Topography: Slopes downward to the southeast from Elev. 387 to El. 377.
Existing Development: Vacant

SURROUNDING	<u>ZONE</u>	<u>LAND USE</u>
CONDITIONS:	North: R-1	Single family Res./Vacant
	South: C-4	Office/Residential Vacant
	East: C-4	Single family/Commercial
	West: R-1	Single family Res.

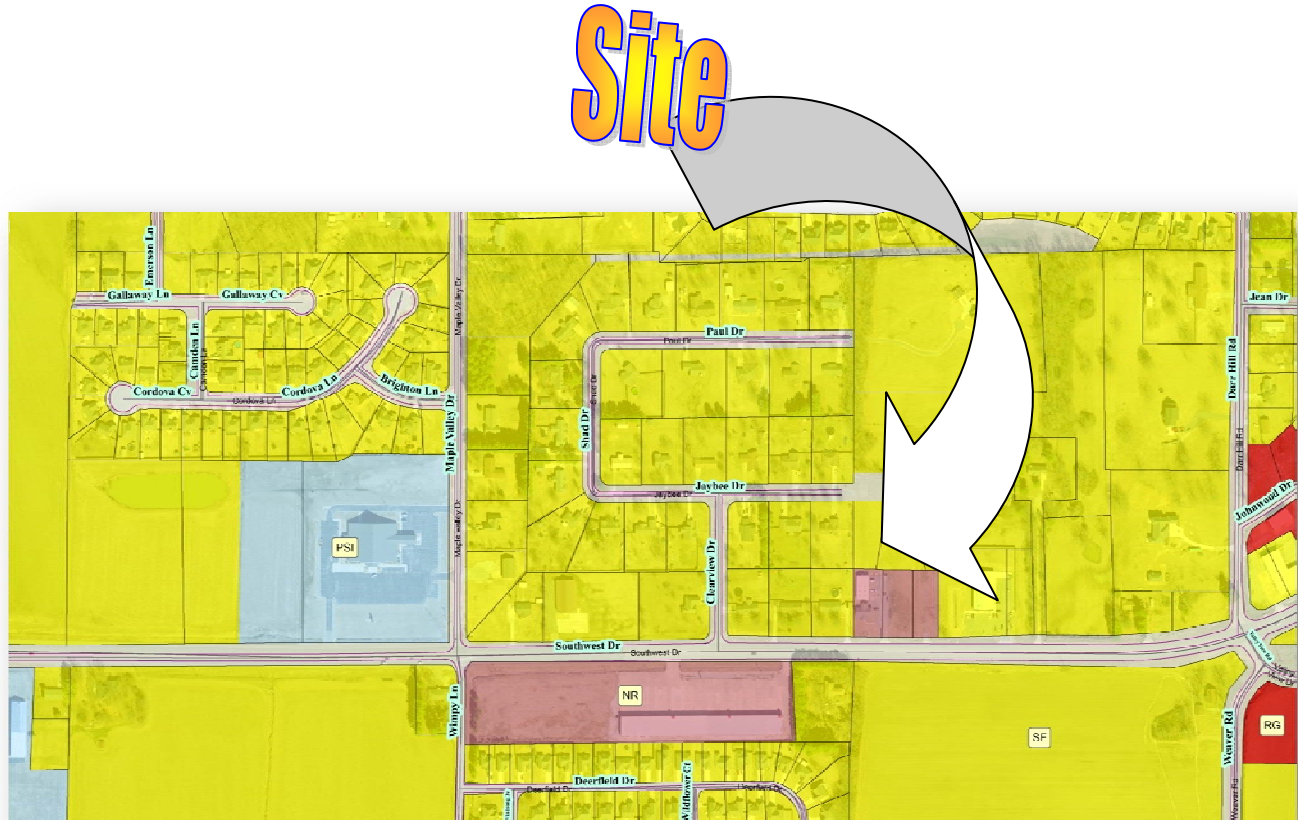
HISTORY: Lot 2 and Lot 5 of Clearview Estates were rezoned by Council in 1989 and 1991 to C-4 Neighborhood Commercial.

ZONING ANALYSIS

City Planning Staff has reviewed the proposed Zone Change and offers the following findings:

COMPREHENSIVE PLAN FUTURE LAND USE MAP

The Current/Future Land Use Map recommends this location as both Single Family and partially Neighborhood Retail Commercial. The proposed rezoning is not consistent in the rear portion of the site which is highlighted as single family; however the south half along Highway 49 is consistent with the adopted Land Use Plan.











Adopted Future Land Use Map

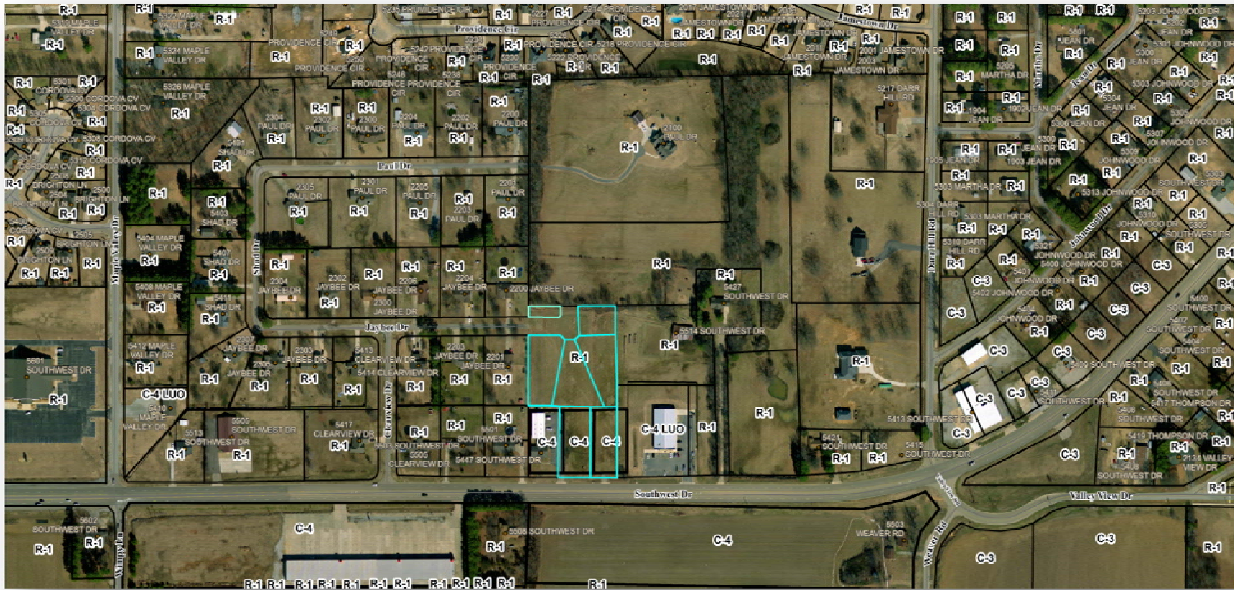
Master Street Plan/Transportation

The subject property is served by Highway 49, Southwest Drive on the Master Street plan, which is classified as a Principle Arterial, requiring a 120 ft. right-of-way (60 ft. to centerline). The property also fronts on the terminus Jaybee Drive to the west, which is a local street having a required right of way of 60 ft. of right of way. Jaybee Drive is a narrow residential street without curb and gutter. Proper termination of the right of way improvements with this development is essential. Partial right of way abandonment may be necessary.

Approval Criteria- Chapter 117 - Amendments:

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

Criteria	Explanations and Findings	Comply Y/N
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map	The proposed C-4 District rezoning is not consistent with the Future Land Use Plan, which was categorized as Single Family Residential. The property is designated as neighborhood retail on the highway frontage.	 
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	The property is consistent along Hwy. 49/Southwest Dr.; The rear of the property is part of a platted subdivision.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	Compatibility is achieved. Property fronts on major highway access road.	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;	Property is not suitable for single family residential along the highway frontage.	
(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. At time of transition or reuse, little or no traffic will be noticed by surrounding residential if the residential scale and character of the neighborhood is maintained.	
(f) Length of time the subject property has remained vacant as zoned, as well as its zoning at the time of purchase by the applicant; and	Property is vacant within the R-1 zoning district.	
(g) Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, and emergency medical services	Minimal impact if rezoned to C-4, L.U. Overlay.	



Vicinity/Zoning Map

Staff Findings/Applicant’s Purpose:

After researching the general vicinity, it appears that other properties associated with Clearview Estates Subdivision Phase II have been considered for rezoning petitions; some of which have been requested for C-3, but later determined that they were better suited as C-4, Neighborhood Commercial. In this application, it is apparent that the applicant intends for this property to be developed as some type of “small” commercial to blend with the surrounding uses. On that note, Staff would agree that the scale of whatever commercial is placed as this location should be small and residentially compatible. The MAPC after much discussion agreed with staff in leaving the C-4 zoning as-is and offering a compromise by allowing the adjoining rear acreage to be recommended for approval from R-1 to C-4 Neighborhood Commercial.

Other surrounding residential uses which will remain for years should be protected against any type of adverse impacts by the commercial uses to be marketed for the subject site.

Moreover, any uses that may cause detriment to the residential neighborhood to remain, should be discouraged. If the property should ever be redeveloped under the suggested C-4 District, the following uses should be prohibited because of their incompatibility with residential:

- Gas Fueling Station
- Billboard Advertisement
- Automotive Repair/ Collision Repair
- Animal Care
- Adult Entertainment
- Hospital
- Auditorium/Stadium
- Freight Terminal

Chapter 117 Zoning Ordinance: C-4, Neighborhood Commercial District provides for limited retail trade and services designed to serve adjacent residential neighborhoods, usually of a high or medium density character. Such districts should generally be limited to collector or arterial street locations, or other carefully selected areas. Buildings are to be of residential character regarding outward appearance.

In considering the adjacency of this site to a pre-existing residential subdivision, staff supports the Commercial section of the Zoning Code which offers the C-4, which we feel is a better option. The applicant agreed during the MAPC public hearing and revised their petition for a change to “C-4” L.U.O. Neighborhood Commercial, with added conditions as noted below.

The City of Jonesboro Zoning Resolution includes a list of permitted uses within C-3 developments as follows (*Note the highlighted uses in yellow are suggested to be prohibited due to adverse impacts on residential*):

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

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	Issues of connectivity to the existing Jaybee Drive were addressed, see Record of Proceedings.	
Streets/Sanitation	No issues were reported	
Police	Reported no issues.	
Fire Department	Reported no issues.	
MPO	Reported no issues.	
Jets	Reported no issues.	
Utility Companies	Reported no issues.	

Record of Proceedings: MAPC Public Hearing held on February 10, 2015

Applicant:

Mr. John Easley, Associated Engineering, appeared before the Commission, representing the owners asking for a rezoning at 5441 and 5443 Southwest Drive, just west of the Dollar General Store which is also zoned C4; we were asking for C3 Zoning. However, after meeting with staff and speaking with the owners, they concur and agree with the recommendations of the City Planner to revise the application to C-4 L.U.O. Neighborhood Commercial, with the noted allowed uses.

Staff:

Mr. Otis Spriggs gave an overview of the Staff Report Findings, giving the surrounding conditions of the site. The Land Use Plan and Master Street Plan findings were offered which denote the property to be partially consistent and partially not, having the frontage recommended as neighborhood commercial, while the rear listed as single family residential. Historically, in 1989 & 1991, the property was partially rezoned to C-4 after being revised at the Council adoption from an original petition of C-3.

He continued: The Master Street Plan recommendations include the frontage along Highway 49 as a Principle Arterial (60 ft. Right of Way); Jaybee Dr. is a local road, which terminates into the development with an undeveloped stub-out and turn-around radius as seen on the plat. Coordination would have to be made with any future development of this site. There are some concerns from staff, on relating what's being proposed to the existing single family residential, which most of houses on Jaybee Drive are in good quality, in terms of housing stock. Consideration needs to be made for the connectivity of street as well as types of uses concerns in the report. Land Use Plan consistency was achieved along Hwy 49 north, the rear the recommendation on plan was for single family residential. On page 4, of the staff report, are some uses listed that are considered a nuisance to a quiet neighborhood. Hence, the recommendation to change the zone to C-4 L.U.O., limited use instead of C-3.

No comments were received from the various departments, or agencies.

Mr. Spriggs read the four sample conditions, from page 6 of the staff report that the Planning Commission would find that the property could be be rezoned to C-4 L.U.O. as modified with these four 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.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the MAPC, prior to any redevelopment of the property.
3. The applicant/successors agree to comply with the Master Street Plan recommendation for Southwest Drive and Jaybee Drive upon any future redevelopment of the site.

4. The property shall be redeveloped under the C-4 Commercial District standards, without the following prohibit uses:

- Gas Fueling Station
- Billboard Advertisement
- Automotive Repair/ Collision Repair
- Animal Care
- Adult Entertainment
- Hospital
- Auditorium/Stadium
- Freight Terminal

Public Input:

Richard Green, 2204 Jaybee Drive, Stated that he works at NEA Hospital. Additionally for a few years, he made a living reading maps. If you were standing out there, you don't see any of that at the end of Jaybee Drive. Jaybee Drive is a "C" shape, you can only enter in and out in one place. Buses rush through there every morning. He quoted traffic issues with the commercial coming through. If you step outside his driveway and look east, it looks nothing like the drawing. There is an old barn out there that is zoned R-1. Anything commercial will invite more commercial traffic. He stated that he doesn't need trucks and cars driving down his residential street. It's a dead end street and the only business you would have on this road, is if you live there. Concerns for adverse reaction to his property values and having a through street to commercial were voiced. He sees nothing but negatives even with a privacy fence. Along Hwy 49 plenty of commercial property and opportunities but the residential zoning doesn't need to be changed.

John Easley stated that the plat shows recorded information, the lots existing there is what is recorded. In his personal opinion, you would abandon the street and put tall evergreens to buffer the commercial and keep Jaybee as private. Where the mow line is, you would have a landscape buffer it wouldn't affect the school buses. There would be no access or traffic through Jaybee Drive and it would remain a dead end street.

Mr. Scurlock: There will not be access off Jaybee Drive, correct.

Mr. Spriggs mentioned the acreage above the blue highlighted portion, which is the site, is private property which has frontage on that street right away, so some form of abandonment would have to be made officially to City council and they would have to consent to that abandonment before that could occur. The owners have legal frontage on street right away, the vacant property that has not been developed there and they have legal rights to connect to that public street and develop the property. This issue would have to be dealt with.

Mr. Scurlock: That part of the development could be left intact for a future street, correct.

Mr. Spriggs: Somehow, you would have to barricade it off and make it only for residential use only and end where commercial could possibly be developed.

Mr. Green: I understand that and it would be great; but, what if all of a sudden, five to ten years down the road, someone else buys the property and its commercial and they don't share the same ideas or plans we have discussed here tonight? My property values would take a hit. That portion of the property we would like to keep residential, so we can keep the neighborhood homogenous.

Mr. Spriggs: In response to Mr. Green, the applicant originally requested a C-3 without any restrictions, however the C-4 L.U.O. means whatever is "approved if changed" would be held to the conditions listed. As well as, any conditions the Planning Commission was to add to that would go with the land. Regardless of who owns or develops it in the future, they could not make changes to those conditions without going through this very same process.

Mr. Scurlock: Noted that he is still not clear on where the access to the property is off of Hwy. 49.

Mr. Spriggs: All of the blue green area would be owned by the applicant, correct.

John Easely: The Owners owns all of highlighted “blue green area”. Access would be off of Hwy. 49, not on Jaybee Drive.

Mr. Spriggs: Agreeable to such a condition that would condition the access only on highway 49, no commercial would be allowed to or from Jaybee Drive in the future.

Mr. Kevin Bailey: Mr. John Easely, do you agree with the barrier or barricaded and natural barrier?

John Easely: I guess on any type of development here you have the offsite mitigation to deal with. In favor of not having in the front or visible, you have in the rear, which would offer a natural barrier. Any kind of access off Jaybee Drive would be blocked.

Mr. Lonnie Roberts: That was one of my concerns when I went out there today, it is not in the back yard houses it is the full length of the side, the 2201 Jaybee Drive. Could the barrier be done on the entire side of that residential line?

Mr. Spriggs: It would be done on the west line and then some areas south of that turn around there would have to be some form of screen or barrier.

John Easely: Agrees to leave the right away open and leave it intact for future development or revisions.

Mr. Spriggs: Right away abandonment would not occur unless staff consents to it or the property owners consent to that. We could not legally cut off access to the individual owning property in the rear.

Public Input (Additional)

Mr. Stewart Cooper, 2303 Jaybee Drive, he lives at the second property to the left of the Clearview entrance. He asked, what prevents the property owner from putting a street off of Southwest Drive that would connect to our Jaybee Drive?

Mr. Otis Spriggs: Through the plat approval and through any conditions we have placed, that would be prevented. The restrictions would run with the land.

Mr. Stewart Cooper: Where you saw on the plat, there was a street. If that is pre-plated I didn't know how easy it would be for them to connect to that proposed street.

Mr. Spriggs: They have the legal right to connect to that now, but they are giving up or waiving that right to connect to that street, because of the conditions placed on this case.

Mr. Stewart Cooper: Regarding our children riding the bus and riding bikes, we just really would prefer the land to stay residential. What they did with the area off Southwest Drive, I don't have an objections to that. There is a Dollar General and that is fine. I just agree with my neighbors that it should remain residential.

Mr. Reese: Do you agree with the ingress and egress only being off Hwy. 49 Southwest Drive. And do you agree with the buffer?

Mr. Easely: Yes, we agree.

Mr. Lonnie Roberts asked, if you leave the Jaybee Drive, open for access to the vacant property to the north, can you replat the property so that it will move the access the west corner.

Mr. Michael Morris (Engineering): Asked, if you move the right of away to the middle of the property above, it would be preferred it to be more in the center.

Commission Action:

Motion was made to recommend approval to City Council as discussed with the noted conditions by **Mr. Scurlock**, 2nd by **Mr. Kelton**.

Roll Call Vote: Mr. Hoelscher- Aye; Mr. Reese- Aye; Mr. Bailey- Aye; Mrs. Schrantz- Aye; Mr. Scurlock – Aye; Mr. Kelton –Aye; Vote 6-0 approved. Mr. Perkins and Mr. Cooper were absent. Mr. Lonnie Roberts was chair.

Conclusion:

The MAPC and the Planning Department Staff find that the requested Zone Change submitted for subject parcel, should be evaluated based on the above observations and criteria of Case RZ 15-02, a request to rezone property from “R-1” Single Family to “C-4” L.U.O. Neighborhood Commercial, as revised the following conditions are recommended:

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.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the MAPC, prior to any redevelopment of the property.
3. The applicant/successors agree to comply with the Master Street Plan recommendation for Southwest Drive and Jaybee Drive upon any future redevelopment of the site.
4. The applicant agrees that Jaybee Drive right of way shall not be used for ingress or egress to or from the subject property.
5. The applicant agrees that screening and buffering shall be provided along each side of the property that abuts residentially zoned property.
6. The property shall be redeveloped under the C-4 Commercial District standards, without the following prohibit uses:
 - Gas Fueling Station
 - Billboard Advertisement
 - Automotive Repair/ Collision Repair
 - Animal Care
 - Adult Entertainment
 - Hospital
 - Auditorium/Stadium
 - Freight Terminal

Respectfully Submitted for Council Consideration,



Otis T. Spriggs, AICP
Planning & Zoning Director

Site Photographs



View looking East on Southwest Drive



View looking West on Southwest Drive



View looking at site towards Northwest



Business directly at property to the West



View from Jaybee Drive looking East at adjacent residential property



House on Jaybee Drive looking South



View looking West on Jaybee Drive



View looking North on Jaybee Drive