



Office of the City Clerk-Treasurer
301 W. Chestnut
Rogers, Arkansas 72756
479-621-1117
www.rogersar.gov

COMMITTEE SCHEDULE

DISCLAIMER: The City of Rogers makes no claims, promises, or guarantees regarding the participants ability to attend any public meeting virtually. Technology resources, virtual meeting platforms, and the Internet may occasionally be interrupted or made unavailable by causes beyond the City's reasonable control. The City cannot guarantee that participants will have the opportunity to participate virtually at all times. Public Forums, Public Hearings, and scheduled items of business will not be tabled or postponed due to technological issues. If you are representing a published item of business or wish to speak at a public hearing, in person attendance is required.

TO: MAYOR
CITY COUNCIL
DEPARTMENT HEADS
PRESS

FROM: Jessica Rush, CITY CLERK-TREASURER

DATE: March 12, 2024

The following committee meetings will be held on **Tuesday, March 12, 2024** prior to the City Council Meeting:

05:45 p.m. - RESOURCES & POLICY COMMITTEE: (Hayes*, Reithemeyer, Brashear)

Committee Room #2 OR <https://us02web.zoom.us/j/82819820511> OR (312)626-6799 ID: 828 1982 0511

To Discuss: (a) A Resolution Authorizing The Destruction Of Certain Records Of The City Of Rogers Legal Department

05:45 p.m. - TRANSPORTATION COMMITTEE: (Surly*, Legere, Townzen)

Committee Room #1 OR <https://us02web.zoom.us/j/88660797104> OR (312)626-6799 ID: 886 6079 7104

To Discuss: (a) A Resolution Expressing The Willingness Of The City Of Rogers To Utilize Federal Aid Funds For Highway 71b Sidewalk Improvements From West Pleasant Grove Road To West New Hope Road

(b) A Resolution Authorizing The Mayor And City Clerk To Enter Into An Encroachment And Usage Agreement With Trash Ice Cream, Inc. At 310 South 1st Street In Rogers, Arkansas

(c) Arkansas St. Pedestrian Plaza Conversation

05:55 p.m. - PUBLIC SAFETY COMMITTEE: (Wolf*, Reithemeyer, Legere)

Committee Room #1 OR <https://us02web.zoom.us/j/88660797104> OR (312)626-6799 ID: 886 6079 7104

To Discuss: (a) A Resolution Amending The 2024 Budget To Recognize State Trauma System Grant Funds In The Amount Of \$10,303.00 Into Account #100-04-45305 State Revenue; Appropriating That Same Amount Into Account #100-04-70105 Medical Supplies

06:00 p.m. - COMMUNITY ENVIRONMENT & WELFARE COMMITTEE: (Legere*, Townzen, Hayes)

Committee Room #1 OR <https://us02web.zoom.us/j/88660797104> OR (312)626-6799 ID: 886 6079 7104

To Discuss: (a) An Ordinance Amending Rogers Code Section 14-675 By Re-Zoning Certain Lands From A-1 To N-R (Hales – 103 W. Laura St.) [Staff Report](#)

(b) An Ordinance Amending Rogers Code Section 14-675 By Re-Zoning Certain

Lands From A-1 To N-R (Vega – 2305 S. Dixieland) [Staff Report](#)

- (b) An Ordinance Amending Rogers Code Section 14-675 By Re-Zoning Certain Lands From A-1, R-DP, And RSF-5 To RMF-15B; Accepting The Density Concept Plan (Dixieland Olive – 1200 N. Dixieland) [Staff Report](#)
-



Office of the City Clerk-Treasurer
301 W. Chestnut
Rogers, Arkansas 72756
479-621-1117
www.rogersar.gov

ROGERS CITY COUNCIL **AGENDA**

MARCH 12, 2024
6:30 PM

In Person Rogers City Council Chambers

OR via [ZOOM LINK](#) OR By Phone (312) 626-6799 ID: 874 1104 8687

DISCLAIMER: The City of Rogers makes no claims, promises, or guarantees regarding the participants ability to attend any public meeting virtually. Technology resources, virtual meeting platforms, and the Internet may occasionally be interrupted or made unavailable by causes beyond the City's reasonable control. The City cannot guarantee that participants will have the opportunity to participate virtually at all times. Public Forums, Public Hearings, and scheduled items of business will not be tabled or postponed due to technological issues. If you are representing a published item of business or wish to speak at a public hearing, in person attendance is required.

PUBLIC FORUM:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ACTION ON MINUTES:

1. February 27, 2024

REPORTS OF BOARDS AND STANDING COMMITTEES:

- | | | | |
|----|----------|---|------------------------------|
| 1. | RES. Re: | Expressing The Willingness Of The City Of Rogers To Utilize Federal Aid Funds For Highway 71b Sidewalk Improvements From West Pleasant Grove Road To West New Hope Road | Transportation Committee |
| 2. | RES. Re: | Authorizing The Mayor And City Clerk To Enter Into An Encroachment And Usage Agreement With Trash Ice Cream, Inc. At 310 South 1st Street In Rogers, Arkansas | Transportation Committee |
| 3. | RES. Re: | Authorizing The Destruction Of Certain Records Of The City Of Rogers Legal Department | Resources & Policy Committee |
| 4. | RES. Re: | Amending The 2024 Budget To Recognize State Trauma System Grant Funds In The Amount Of \$10,303.00 Into | Public Safety Committee |

Account #100-04-45305 State Revenue; Appropriating
That Same Amount Into Account #100-04-70105 Medical
Supplies

- | | | | |
|----|----------|---|---|
| 5. | ORD. Re: | Amending Rogers Code Section 14-675 By Re-Zoning
Certain Lands From A-1 To N-R (Hales – 103 W. Laura
St.) | Community
Environment &
Welfare Committee |
| 6. | ORD. Re: | Amending Rogers Code Section 14-675 By Re-Zoning
Certain Lands From A-1 To N-R (Vega – 2305 S.
Dixieland) | Community
Environment &
Welfare Committee |
| 7. | ORD. Re: | Amending Rogers Code Section 14-675 By Re-Zoning
Certain Lands From A-1, R-DP, And RSF-5 To RMF-
15B; Accepting The Density Concept Plan (Dixieland
Olive – 1200 N. Dixieland) | Community
Environment &
Welfare Committee |

OLD BUSINESS:

NEW BUSINESS:

APPOINTMENTS:

ANNOUNCEMENTS:

RESOLUTION NO. R24-_____

**A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF ROGERS TO
UTILIZE FEDERAL AID FUNDS FOR HIGHWAY 71B SIDEWALK
IMPROVEMENTS FROM WEST PLEASANT GROVE ROAD TO WEST NEW HOPE
ROAD; AND FOR OTHER PURPOSES.**

WHEREAS, The Arkansas Department of Transportation and the Northwest Arkansas Regional Planning Commission have issued a call for projects to be funded with Federal-aid funds;

WHEREAS, the funding for selected projects will be at the following Federal and Local participating ratios, up to the maximum Federal-aid available:

Work Type	Work Phase	Federal %	City %
Projects that reach construction	Preliminary Engineering	80	20
	Right-of-Way	80	20
	Utilities	80	20
	Construction	80	20
	Construction Engineering	80	20
Projects that never progress to construction	All Phases	-0-	100

WHEREAS, the estimated cost of the project is five million dollars (\$5,000,000.00) and the City will be responsible for all costs above the federal share; and

WHEREAS, it should be noted that the estimated project cost could change and it may be necessary to adjust the project termini or commit additional funds to complete the project as originally proposed.

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

Section 1: The City authorizes the application submittal for Highway 71B Sidewalk Improvements from West Pleasant Grove Road to West New Hope Road;

Section 2: The City will participate in accordance with its designated responsibilities in this project, including providing the local match requirement;

Section 3: The Mayor or his designated representative is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of this City project;

Section 4: The City pledges its full support and hereby authorizes the Arkansas Department of Transportation to initiate action to implement this project;

Section 5: Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 6: Repeal of Conflicting Resolutions: All resolutions or orders of the City Council, or parts of resolutions or orders of the City Council, in conflict with this Resolution, are repealed to the extent of such conflict.

RESOLVED this _____ day of _____, 2024.

APPROVED:

C. GREG HINES, Mayor

Attest:

JESSICA RUSH, City Clerk

Requested by: John McCurdy, Community Development Director
Prepared by: John M. Pesek, Senior Staff Attorney
For Consideration By: Transportation Committee

RESOLUTION NO. R24-_____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO
AN ENCROACHMENT AND USAGE AGREEMENT WITH TRASH ICE CREAM, INC.
AT 310 SOUTH 1ST STREET IN ROGERS, ARKANSAS; AND FOR OTHER
PURPOSES.**

WHEREAS, Trash Ice Cream, Inc. requests use of the City’s public right-of-way in order to provide two metal benches outside of its business; and

WHEREAS, the City is willing to permit use of the public right-of-way on the terms and conditions contained within the Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF ROGERS, ARKANSAS THAT:**

Section 1: Trash Ice Cream, Inc. has agreed to the City’s terms in the Agreement Permitting Encroachment and Usage within the Public Right-Of-Way, attached hereto as **Exhibit “A,”** for placement of its benches;

Section 2: The Mayor and City Clerk are hereby authorized to enter into said Agreement authorizing use of the public right-of-way for this purpose;

Section 3: Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4: Repeal of Conflicting Provisions: All resolutions or orders of the City Council, or parts of resolutions or orders of the City Council, in conflict with this Resolution are repealed to the extent of such conflict.

RESOLVED this _____ day of _____, 2024.

APPROVED:

C. GREG HINES, Mayor

Attest:

JESSICA RUSH, City Clerk

Requested by: John McCurdy, Director of Community Development

Prepared by: John M. Pesek, Senior Staff Attorney

For Consideration By: Transportation Committee

**AGREEMENT PERMITTING PERMANENT ENCROACHMENT
AND USAGE WITHIN THE PUBLIC RIGHT OF WAY**

This **AGREEMENT PERMITTING ENCROACHMENT AND USAGE WITHIN THE PUBLIC RIGHT OF WAY** (the “**Agreement**”), is entered into this ____ day of March, 2024 (the **Effective Date**”), by and between **Trash Ice Cream, Inc.**, (“**TRASH**”) an Arkansas company and the **CITY OF ROGERS**, an Arkansas municipal corporation (the “**City**”). **TRASH** and the City, may individually be referred to herein as “**Party**” and collectively referred to herein as the “**Parties**.”

RECITALS:

WHEREAS, **TRASH** is the lessee of certain real property in Rogers, Benton County, Arkansas located at 310 S. 1st Street, Rogers, Arkansas, (“the Property”), as more particularly described on **Exhibit A** attached hereto and incorporated herein;

WHEREAS, the City is the holder of those certain public rights of way adjacent to the Property (collectively, the “**Right of Way**”);

WHEREAS, **TRASH** desires to place two metal park benches (collectively, the “**Encroachments**”) that will encroach upon the Right of Way as shown on **Exhibit B** attached hereto and incorporated; and

WHEREAS, the City is willing to permit the existence of the Encroachments upon the Right of Way on the terms and conditions contained within this Agreement.

OPERATIVE PROVISIONS:

NOW, THEREFORE, in consideration for the above Recitals which are incorporated herein by reference, and for other good and valuable consideration, the receipt, and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. GRANT OF PERMISSION.

(a) The City hereby grants **TRASH** permission for the Encroachments to exist and remain within the Right of Way. The Rogers’ City Council has the sole authority to revoke this grant of permission in its discretion and retains that right under this Agreement.

(b) Except for the permission granted by the City herein, neither **TRASH** nor the City shall acquire any explicit or implied permanent rights within the Right of Way including, without limitation, any rights of adverse possession. **TRASH** and the City hereby disclaim any such rights or interests. **TRASH** shall not construct, or attempt to construct, any additional structures within the Right of Way outside of the referenced Structures.

(c) The City shall maintain full rights, access to, and use of the Right of Way including, the area occupied by the Encroachments. The City retains all of its rights to take whatever action

is necessary to promptly access the Right of Way located therein which may include any reasonable action deemed necessary. The City may, at any time, require TRASH, its agents, officers, employees, lessees, or anyone associated with it, to move the encroachments to another suitable location. The City shall not be held responsible for any damage associated with any removal, reconstruction, or relocation of the Encroachments and any other related structures or associated construction within the Right of Way. TRASH and the City, individually on behalf of themselves and their successors and assigns, waive and release any and all claims existing now or arising in the future against the City concerning any action taken, or failed to be taken, by the City (it's successors and assigns), or by any other party on the City's behalf, to access the Right of Way for any reason.

(d) TRASH takes responsibility for all costs that are directly associated with the installation, maintenance, repair, relocation, operation, use, and replacement of the Encroachments within the Right of Way.

2. INDEMNIFICATION. TRASH will defend, indemnify, and hold harmless the City and its officers, officials, employees, and representatives, individually and collectively, against all costs, losses, claims, demands, suits, actions payments, or judgments, including attorneys' fees and costs arising from this Agreement or arising from personal or bodily injuries, property damage or otherwise; however caused and for any reason, from the construction, maintenance, placement, promotion, or use of the Encroachments, including without limitation, any damages and losses resulting from claims asserted by third parties. TRASH will promptly reimburse the City within thirty (30) days of being provided documentation supporting any reasonable costs incurred by the City for the costs of its respective defense, including reasonable attorneys' fees and costs, incurred in defense of any claims asserted by third parties. TRASH shall be liable for any damages to the City's Right of Way, structures, streets, or surrounding property that occur as a result of TRASH's use and occupancy of the Right of Way. This includes, but is not limited to the placement, construction, location, and maintenance of the Encroachments. TRASH shall defend, indemnify, and hold harmless the City, its officers, officials, employees, and representatives, individually and collectively, against all costs, losses, claims, demands, suits, actions, payments, or judgments, liabilities, fines, interest, costs, expenses, and damages incurred by the City, including reasonable attorneys' fees and costs arising from this Agreement or from any damage, injury, death, loss, or destruction of any kind to persons, property, or the environment, to the extent such damage, injury, death, loss, or destruction arises out of any act or omission of TRASH, any of its servants, representatives, employees, or contractors.

3. TORT IMMUNITY. Nothing in this Agreement shall operate as, or be construed as, a waiver, limit, modification, nullification, or alteration of the tort immunity and other rights and immunities granted to the City pursuant to Ark. Code Ann. §21-9-301, et. seq. and other applicable law.

4. NO JOINT VENTURE. This Agreement is made at arm's length between independent parties. Nothing in this Agreement shall be deemed to create a joint venture, partnership, tenancy in common, joint tenancy, or any similar relationship between the Parties or require either Party to engage in further agreements between the Parties.

5. ASSIGNMENT. This Agreement and use of the Right of Way is granted solely to TRASH and the City and shall not be transferred or assigned without the prior written approval of the City which shall be in accordance with applicable law. This Agreement shall not inure to the benefit of any parties other than TRASH and the City and their permitted assigns. TRASH and the City's responsibility for the costs of repair, maintenance, or replacement of the structural column and related appurtenances as outlined in Section 1(d) above shall transfer to new ownership upon the sale of the Property and the Right of Way.

6. NO CONTRAVENTION. This Agreement in no way repeals any ordinance, resolution, requirement, rule, regulation, specification, or any other provision of law, and the City reserves all its rights with regard to enforcement of any applicable ordinances, resolutions, requirements, rules, regulations, specifications, or any other provisions of law, and any and all of its other rights, which are not waived, are reserved.

7. POINT OF CONTACT AND NOTICES. TRASH and the City shall maintain with the City a local point of contact who shall be always available to act on behalf of TRASH and the City including in the event of an emergency. TRASH and the City shall provide the City with said contact's name, address, telephone number, and email address. Emergency notice or communication by TRASH and the City, to the City, may be made via phone call to the Mayor or Legal Department. All other communications or notices between the parties shall be in writing and shall be delivered via U.S. Mail which may be followed up with email.

If to City:

Senior Staff Attorney, Legal Department
301 W. Chestnut Street
Rogers, Arkansas 72756
(479) 636-0100

If to TRASH:

TRASH ICE CREAM, INC
Care of David Alderson
4504 NE Blue Spruce Ave.
Bentonville, AR 72712

8. FORCE MAJEURE. Each and every provision hereof shall be reasonable subject to acts of God and other disasters beyond the Parties' control.

9. SEVERABILITY. In the event any section or part of this Agreement is declared to be invalid, the remainder of the Agreement shall operate in full force and effect as if the invalid portion was not originally included in this Agreement.

10. GOVERNING LAW/JURISDICTION. The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of Arkansas and venue shall be in the Circuit Court of Benton County, Arkansas.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above.

THE CITY:

CITY OF ROGERS, an Arkansas municipal corporation

By: _____

Name: _____

Title: _____

STATE OF ARKANSAS)

) ss. **ACKNOWLEDGMENT**

COUNTY OF BENTON)

On this ____ day of _____, 2024, before me, a Notary Public (or before any officer within this State or without the State now qualified under existing law to take acknowledgments), duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named _____, in his capacity as the _____ of the **CITY OF ROGERS**, an Arkansas municipal corporation (“**City**”), to execute such instrument, stating his capacity in that behalf, to me personally well known (or satisfactorily proven to be such person), who stated that he was the _____ of the City, and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of the City, and further stated and acknowledged that he had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2024.

My Commission Expires:

Notary Public

TRASH:

TRASH ICE CREAM, INC., a domestic for-profit corporation

By: _____

Name: _____

Title: _____

STATE OF ARKANSAS)

) ss. **ACKNOWLEDGMENT**

COUNTY OF _____)

On this ____ day of _____, 2024, before me, a Notary Public (or before any officer within this State or without the State now qualified under existing law to take acknowledgments), duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named _____, in his capacity as the _____ of the **TRASH ICE CREAM, INC.**, a domestic for profit corporation (“**Company**”), to execute such instrument, stating his capacity in that behalf, to me personally well known (or satisfactorily proven to be such person), who stated that he was the _____ of the Company, and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of the Company, and further stated and acknowledged that he had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2024.

My Commission Expires:

Notary Public

EXHIBIT A

Legal Description of Location

EXHIBIT B

Photographic depiction of placement of metal benches

RESOLUTION NO. R24- _____

**A RESOLUTION AUTHORIZING THE DESTRUCTION OF CERTAIN RECORDS OF
THE CITY OF ROGERS LEGAL DEPARTMENT; AND FOR OTHER PURPOSES.**

WHEREAS, the City of Rogers Legal Department desires to destroy certain archived court records to create space for current court records; and

WHEREAS, the list of records to be destroyed is set out in the attached Affidavit of Destruction.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF ROGERS, ARKANSAS THAT:**

Section 1: The City of Rogers' Senior Staff Attorney may destroy the following records of the City of Rogers Legal Department pursuant to Ark. Code Ann. §16-10-211;

Section 2: Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3: Repeal of Conflicting Resolutions: All ordinances, resolutions, or orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

RESOLVED this _____ day of _____, 2024.

APPROVED:

C. GREG HINES, Mayor

Attest:

JESSICA RUSH, City Clerk

Requested and Prepared by: John M. Pesek, Senior Staff Attorney
For Consideration By: Resources & Policy Committee

AFFIDAVIT OF DESTRUCTION OF LEGAL DEPARTMENT RECORDS

I, John M. Pesek, Senior Staff Attorney, do hereby certify that the following records of the Rogers Legal Department, have been retained for at least seven (7) years as specified under Ark. Code Ann. § 16-10-211 and have been audited as required by law. The records listed below, covering the time period stated, are to be destroyed on or about April 19, 2024 by burning/shredding said records.

TYPE OF RECORDS

TIME PERIOD

Senior Staff attorney/city attorney closed case files

2017

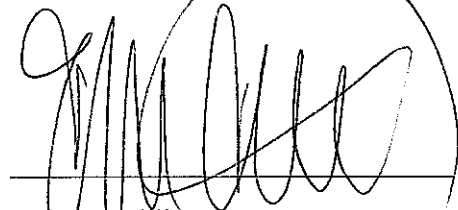
Receipts/Receipt listings

2017

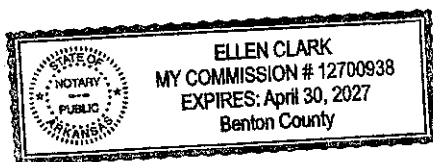


Senior Staff Attorney/
John M. Pesek

Subscribed and Sworn to me this 7th day of March, 2024.



Notary Public



RESOLUTION NO. R24-_____

A RESOLUTION AMENDING THE 2024 BUDGET TO RECOGNIZE STATE TRAUMA SYSTEM GRANT FUNDS IN THE AMOUNT OF TEN THOUSAND THREE HUNDRED THREE DOLLARS (\$10,303.00) INTO ACCOUNT #100-04-45305 STATE REVENUE; APPROPRIATING THAT SAME AMOUNT INTO ACCOUNT #100-04-70105 MEDICAL SUPPLIES; AND FOR OTHER PURPOSES.

WHEREAS, the City of Rogers will receive ten thousand three hundred three dollars (\$10,303.00) in grant funds from the State Trauma System; and

WHEREAS, this grant money will be used to purchase an inventory control system for use by the Rogers Fire Department.

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

Section 1: The City of Rogers' 2024 Budget is amended to recognize grant funds in the amount of ten thousand three hundred three dollars (\$10,303.00) into Account #100-04-45305 State Revenue;

Section 2: The City of Rogers' 2024 Budget is amended to appropriate ten thousand three hundred three dollars (\$10,303.00) from Account #100-04-45305 State Revenue into Account #100-04-70105 Medical Supplies;

Section 3: Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4: Repeal of Conflicting Resolutions: All ordinances, resolutions, or orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

RESOLVED this _____ day of _____, 2024.

APPROVED:

C. GREG HINES, Mayor

Attest:

JESSICA RUSH, City Clerk

Requested By: William B. Hyde, Chief, Rogers Fire Department

Prepared By: John M. Pesek, Senior Staff Attorney

For Consideration By: Public Safety Committee

ORDINANCE NO. 24- ____

**AN ORDINANCE AMENDING ROGERS CODE SECTION 14-675 BY RE-ZONING
CERTAIN LANDS FROM A-1 TO N-R; PROVIDING FOR
THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES**

WHEREAS, pursuant to the provisions of Rogers Code Section 14-725, et seq., and upon consideration of the report and recommendations of the City of Rogers Planning Commission, the City Council finds it to be in the best interests of the City that certain lands hereinafter described are better suited for N-R zoning.

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

Section 1: Chapter 14, Article VI, Section 14-67—Zoning shall be amended in the City of Rogers Code of Ordinances as provided herein;

Section 2: That the land described herein shall be zoned as N-R and that said lands being in Benton County, Arkansas, are described as:

PROPERTY DESCRIPTION:

PARCELS 02-02023-000

A PART OF THE NORTHEAST QUARTER (NE¼) OF THE NORTHEAST QUARTER (NE¼) OF SECTION 25, TOWNSHIP 19 NORTH, RANGE 30 WEST, 5TH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NE¼ OF THE NE¼; THENCE SOUTH 12 FEET; THENCE NORTH 86°43'03" WEST, 574 FEET TO A 2" PIPE ON THE SOUTH RIGHT OF WAY LINE OF WEST PRICE LANE AND THE NORTHWEST CORNER OF A TRACT CONVEYED TO MARIA GUADALUPE CANO & JOSE A. MARTINEZ IN BENTON COUNTY BOOK L2019, PAGE 34951 AND THE POINT OF BEGINNING; THENCE ALONG THE WEST LINE OF SAID CANO AND MARTINEZ TRACT, SOUTH 02°12'28" WEST, 337.69 FEET TO A 2" IRON PIN FOUND AT THE SOUTHWEST CORNER OF SAID CANO AND MARTINEZ TRACT AND THE NORTH RIGHT-OF-WAY LINE OF WEST LAURA STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, NORTH 86°40'57" WEST, 270.05 FEET TO A ½" IRON PIN SET; THENCE NORTH 02°12'28" EAST, 337.52 FEET TO A ½" IRON PIN SET ON SAID SOUTH RIGHT-OF-WAY LINE OF WEST PRICE LANE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 86°43'03" EAST, 270.05 FEET TO THE POINT OF BEGINNING, CONTAINING 2.093 ACRES MORE OR LESS. SUBJECT TO ANY EASEMENTS, COVENANTS, OR RESTRICTIONS OF RECORD OR FACT

LAYMAN'S DESCRIPTION:

103 W Laura St Rogers, AR 72758

Section 3: Zoning: That the above described lands are better suited for N-R than A-1

zoning and same should be and are hereby zoned N-R;

Section 4: Emergency Clause: The need to bring the proposed use of the property into conformance with the Rogers City Zoning Ordinances is immediate in order to protect the public peace, health, safety, and welfare. An emergency is hereby declared to exist and this Ordinance shall be in full force and effect from the date of passage and approval;

Section 5: Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 6: Repeal of Conflicting Provisions: All ordinances, resolutions or orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2024.

APPROVED:

C. GREG HINES, Mayor

Attest:

JESSICA RUSH, City Clerk

Requested by: John McCurdy, Director of Community Development

Reviewed by: John M. Pesek, Senior Staff Attorney

Prepared by: Christina Moore, Planner I

For Consideration By: Community Environment & Welfare Committee

ORDINANCE NO. 24- ____

**AN ORDINANCE AMENDING ROGERS CODE SECTION 14-675 BY RE-ZONING
CERTAIN LANDS FROM A-1 TO N-R; PROVIDING FOR
THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES**

WHEREAS, pursuant to the provisions of Rogers Code Section 14-725, et seq., and upon consideration of the report and recommendations of the City of Rogers Planning Commission, the City Council finds it to be in the best interests of the City that certain lands hereinafter described are better suited for N-R zoning.

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

Section 1: Chapter 14, Article VI, Section 14-67—Zoning shall be amended in the City of Rogers Code of Ordinances as provided herein;

Section 2: That the land described herein shall be zoned as N-R and that said lands being in Benton County, Arkansas, are described as:

PROPERTY DESCRIPTION:

PARCELS 02-01885-000

A PART OF THE N1/2 OF THE SW1/4 OF THE SE1/4 SECTION 23, TOWNSHIP 19 NORTH, RANGE 30 WEST, CITY OF ROGERS, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 1/2" REBAR LOCATED N87°42'39"W 306.17 FEET, N87°25'17"W 615.57 FEET, AND N87°39'26"W 95.83 FEET FROM THE NORTHEAST CORNER OF THE SW1/4 OF THE SE1/4 OF SAID SECTION 23 AND RUNNING THENCE S02°24'08"W 328.00 FEET TO A 1/2" REBAR' THENCE N87°39'26"W 300.00 FEET TO THE WEST LINE OF SAID 20 ACRE TRACT; THENCE N02°24'08"E 328.0 FEET; THENCE S87°39'26"E 300.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2.25 ACRES, MORE OR LESS. SUBJECT TO THE SOUTH DIXIELAND ROAD RIGHT-OF-WAY ALONG THE WEST LINE, A 50 FOOT WIDE GAS LINE EASEMENT RUNNING NORTH AND SOUTH ALONG THE WEST SIDE, AND ANY OTHER EASEMENTS AND OR RIGHT-OF-WAYS OF RECORD. SURVEY 2/10/2012 2012-54

LAYMAN'S DESCRIPTION:

2305 S Dixieland Rd Rogers, AR 72758

Section 3: Zoning: That the above described lands are better suited for N-R than A-1 zoning and same should be and are hereby zoned N-R;

Section 4: Emergency Clause: The need to bring the proposed use of the property into conformance with the Rogers City Zoning Ordinances is immediate in order to protect the public peace, health, safety, and welfare. An emergency is hereby declared to exist and this Ordinance shall be in full force and effect from the date of passage and approval;

Section 5: Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 6: Repeal of Conflicting Provisions: All ordinances, resolutions or orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2024.

APPROVED:

C. GREG HINES, Mayor

Attest:

JESSICA RUSH, City Clerk

Requested by: John McCurdy, Director of Community Development

Reviewed by: John M. Pesek, Senior Staff Attorney

Prepared by: Christina Moore, Planner I

For Consideration By: Community Environment & Welfare Committee

ORDINANCE NO. 24-_____

AN ORDINANCE AMENDING ROGERS CODE SECTION 14-675 BY RE-ZONING CERTAIN LANDS FROM A-1, R-DP, AND RSF-5 TO RMF-15B; ACCEPTING THE DENSITY CONCEPT PLAN; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES

WHEREAS, pursuant to the provisions of Rogers Code Section 14-725, et seq., and upon consideration of the report and recommendations of the City of Rogers Planning Commission, the City Council finds it to be in the best interests of the City that certain lands hereinafter described are better suited for RMF-15B (Residential Multifamily, 15 units per acre, rental) zoning.

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

Section 1: Chapter 14, Article VI, Section 14-67—Zoning shall be amended in the City of Rogers Code of Ordinances as provided herein;

Section 2: That the land described herein shall be zoned as RMF-15B and that said lands being in Benton County, Arkansas, are described as:

PROPERTY DESCRIPTION:

A PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 19 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER AND RUNNING THENCE ALONG THE EAST LINE THEREOF S02°10'01"W 797.91', THENCE LEAVING SAID EAST LINE N87°17'56"W 1320.79' TO AN EXISTING REBAR, THENCE S02°12'44"W 199.79' TO AN EXISTING REBAR, THENCE N87°17'32"W 169.00' TO AN EXISTING REBAR, THENCE S02°45'59"W 320.39' TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER, THENCE ALONG SAID SOUTH LINE N87°18'06"W 298.47', THENCE LEAVING SAID SOUTH LINE N02°17'37"E 100.08' TO AN EXISTING REBAR, THENCE N87°17'19"W 179.92' TO AN EXISTING REBAR MARKING THE SOUTHEAST CORNER OF A SURVEY FILED IN BOOK Z AT PAGE 49 OF THE RECORDS OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS, THENCE ALONG THE EAST LINE THEREOF N02°18'09"E 1218.82' TO AN EXISTING REBAR ON THE SOUTH LINE OF EASTRIDGE SUBDIVISION PHASE 1 AS PER THE FINAL PLAT THEREOF FILED IN BOOK A15 AT PAGE 201, THENCE LEAVING SAID EAST SURVEY LINE AND ALONG SAID SOUTH SUBDIVISION LINE S87°13'53"E 277.13' TO AN EXISTING REBAR MARKING THE SOUTHEAST CORNER THEREOF, THENCE ALONG THE EAST LINE OF SAID SUBDIVISION N02°45'41"E 100.16' TO THE SOUTHEAST CORNER OF EASTRIDGE SUBDIVISION PHASE 2 AS PER THE FINAL PLAT THEREOF FILED IN BOOK 2017 AT PAGE 700 OF THE RECORDS OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS, THENCE LEAVING SAID EAST LINE OF EASTRIDGE SUBDIVISION PHASE 1 AND ALONG THE EAST LINE OF SAID EASTRIDGE SUBDIVISION PHASE 2 N02°45'41"E 398.58', THENCE LEAVING SAID EAST LINE OF EASTRIDGE SUBDIVISION PHASE 2 S87°12'35"E 368.81' TO AN EXISTING REBAR, THENCE S02°28'07"W 137.53' TO AN EXISTING REBAR, THENCE S87°51'43"E 986.74' TO AN EXISTING REBAR, THENCE S02°05'49"W 328.62' TO AN EXISTING REBAR, THENCE S87°48'03"E 331.01' TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER, THENCE ALONG SAID

EAST LINE S02°09'17"W 45.17' TO THE POINT OF BEGINNING, CONTAINING 55.05 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN NORTH DIXIELAND ROAD MASTER STREET PLAN RIGHT-OF-WAY ON THE EAST SIDE OF HEREIN DESCRIBED TRACT, SUBJECT TO THAT PORTION IN WEST OLIVE STREET MASTER STREET PLAN RIGHT-OF-WAY ON THE SOUTH SIDE OF HEREIN DESCRIBED TRACT, AND SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

LAYMAN'S DESCRIPTION:

1200 N Dixieland Road

Parcels 02-00831-001, 02-00832-000

Section 3: Zoning: That the above described lands are better suited for RMF-15B than A-1, R-DP and RSF-5 zoning and same should be and are hereby zoned RMF-15B;

Section 4: Density Concept Plan: The Density Concept Plan entered into by and between JP Specialty, LLC, and the City of Rogers, as approved by the Rogers Planning Commission on March 5, 2024, is hereby approved and made binding upon future development of the property described above, unless otherwise modified or amended by this Council, and the Mayor of the City of Rogers is authorized and directed to execute same;

Section 5: Emergency Clause: That because the City is zoning property which is subject to a present use and said use should be brought into conformity with the zoning laws of the City of Rogers, Arkansas, an emergency is declared to exist and in order to protect the public peace, health, safety, and welfare, this Ordinance shall be in full force and effect from the date of its passage and approval.

Section 6: Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 7: Repeal of Conflicting Provisions: All ordinances, resolutions or orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2024.

APPROVED:

C. GREG HINES, MAYOR

ATTEST:

JESSICA RUSH, CLERK

Requested by: John McCurdy, Director Community Development

Reviewed by: John M. Pesek, Senior Staff Attorney

Prepared by: Nicholas Little, Planner

For Consideration By: Community Environment & Welfare Committee