



Office of the City Clerk-Treasurer
301 W. Chestnut
Rogers, Arkansas 72756
479-621-1117 · (Fax) 479-936-5401

www.rogersar.gov

ROGERS-LOWELL AREA CHAMBER OF COMMERCE

(5:00pm-6:00pm Reception in City Hall Lobby)

STATE OF THE CITY ADDRESS - Mayor Greg Hines

(6:00pm in the Council Chambers)

****AMENDED** COMMITTEE SCHEDULE**

TO: MAYOR
CITY COUNCIL
DEPARTMENT HEADS
PRESS

FROM: Jessica Rush, CITY CLERK-TREASURER

DATE: February 25, 2020

The following committee meetings will be held on **Tuesday, February 25, 2020** prior to the City Council Meeting:

5:00 p.m. - PUBLIC WORKS COMMITTEE: (Townzen, Brashear and Kendall) **Committee Room #1**

To Discuss: (a) Monthly Report from Rogers Water Utilities

5:15 p.m. - PUBLIC SAFETY COMMITTEE: (Wolf, Kruger, Carmichael) **Committee Room #1**

To Discuss: (a) A Resolution Naming The New Training Tower Located At The Rogers Fire Department Training Facility

(b) An Ordinance An Ordinance Waiving Competitive Bidding For The Repair Of Fire Station #2; Allowing The Mayor And City Clerk To Enter Into A Contract For The Repairs With Crossland Construction Company, Inc. Of Rogers, Arkansas

5:30 p.m. - COMMUNITY SERVICES COMMITTEE: (Brashear, Hayes, Kruger) **Committee Room #1**

To Discuss: (a) An Ordinance Amending Ordinance No. 20-17; Correcting Language In Section 3 Of Ordinance No. 20-17;

5:45 p.m. - FINANCE COMMITTEE: (Reithemeyer, Wolf and Kendall) **Committee Room #2**

To Discuss: (a) A Resolution Amending The 2020 Budget To Appropriate General Fund Reserves In The Amount Of Fifty Thousand Dollars (\$50,000.00) To Account #100-01-70981 Storm Damage

5:45 p.m. – **COMMUNITY ENVIRONMENT & WELFARE COMMITTEE:** (Carmichael, Townzen and Hayes) **Community Room #1**

- To Discuss:
- (a) **A Resolution Authorizing The Mayor And City Clerk To Grant Two Easements To Carroll Electric Cooperative Corporation, Pursuant To And Authorized By A.C.A. §14-54-302**

 - (b) **An Ordinance Amending Rogers Code Section 14-675 By Re-Zoning Certain Lands From RMF-6b PUD To RMF-6b – Mill Creek Manor**
 - (c) **An Ordinance Amending Rogers Code Section 14-675 By Re-Zoning Certain Lands From R-SF To R-O – Tri State Optical**

 - (d) **An Ordinance Amending Various Sections Of Chapter 14 Of The City Of Rogers Code Of Ordinances**



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ROGERS-LOWELL AREA CHAMBER OF COMMERCE

(5:00pm-6:00pm Reception in City Hall Lobby)

STATE OF THE CITY ADDRESS - Mayor Greg Hines

(6:00pm in the Council Chambers)

****AMENDED** ROGERS CITY COUNCIL AGENDA**

FEBRUARY 25, 2020

6:30 P.M.

PUBLIC FORUM:

INVOCATION & PLEDGE OF ALLEGIANCE:

ROLL CALL:

ACTION ON MINUTES: February 11, 2020

REPORTS OF BOARDS AND STANDING COMMITTEES:

- | | | |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| 1. RES. Re: | Naming The New Training Tower Located At The Rogers Fire Department Training Facility | - Public Safety Committee |
| 2. ORD. Re: | Waiving Competitive Bidding For The Repair Of Fire Station #2; Allowing The Mayor And City Clerk To Enter Into A Contract For The Repairs With Crossland Construction Company, Inc. Of Rogers, Arkansas | - Public Safety Committee |
| 3. ORD. Re: | Amending Ordinance No. 20-17; Correcting Language In Section 3 Of Ordinance No. 20-17; | - Community Services Committee |
| 4. RES. Re: | Amending The 2020 Budget To Appropriate General Fund Reserves In The Amount Of Fifty Thousand Dollars (\$50,000.00) To Account #100-01-70981 Storm Damage | - Finance Committee |

ROGERS CITY COUNCIL AGENDA
FEBRUARY 25, 2020
PAGE 2

- | | | |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| 5. RES. Re: | Authorizing The Mayor And City Clerk To Grant Two Easements To Carroll Electric Cooperative Corporation, Pursuant To And Authorized By A.C.A. §14-54-302 | - Community Environment & Welfare Committee |
| 6. ORD. Re: | Amending Rogers Code Section 14-675 By Re-Zoning Certain Lands From RMF-6b PUD To RMF-6b – Mill Creek Manor | - Community Environment & Welfare Committee |
| 7. ORD. Re: | Amending Various Sections Of Chapter 14 Of The City Of Rogers Code Of Ordinances | -Community Environment & Welfare Committee |

OLD BUSINESS:

- | | | |
|-------------|----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| 1. ORD. Re: | Amending Rogers Code Section 14-675 By Re-Zoning Certain Lands From R-Sf To R-O At 1712 & 1716 W. Walnut St. – Tri State Optical | - Community Environment & Welfare Committee |
|-------------|----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|

NEW BUSINESS:

APPOINTMENTS:

ANNOUNCEMENTS:

RESOLUTION NO. 20-_____

A RESOLUTION NAMING THE NEW TRAINING TOWER LOCATED AT THE ROGERS FIRE DEPARTMENT TRAINING FACILITY; AND FOR OTHER PURPOSES.

WHEREAS, The Rogers Fire Department built a new training tower at its training facility located at 3003 West Oak Street, Rogers, Arkansas; and

WHEREAS, The Rogers Fire Department desires to name said tower the Kenneth D. Riley Fire Training Tower in honor of Kenneth D. Riley, former Chief of the Rogers Fire Department, for his years of dedicated service to the citizens of the City from 1982-1999.

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

Section 1: The new training tower located at the Rogers Fire Department's training facility at 3003 West Oak Street, Rogers, Arkansas, shall be named the Kenneth D. Riley Fire Training Tower;

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 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 _____, 2020.

APPROVED:

C. GREG HINES, Mayor

Attest:

JESSICA RUSH, City Clerk

Requested by: Tom Jenkins, Fire Department Chief
Prepared by: John M. Pesek, Staff Attorney
For Consideration by: Public Safety Committee

ORDINANCE NO. 20-_____

**AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE REPAIR OF FIRE STATION #2;
ALLOWING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT FOR THE
REPAIRS WITH CROSSLAND CONSTRUCTION COMPANY, INC. OF ROGERS, ARKANSAS;
PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.**

WHEREAS, the Rogers Fire Department, Station #2, sustained damage during recent severe weather events;

WHEREAS, Crossland Construction Company, Inc. has estimated the cost of repairs at thirty-three thousand six hundred sixty-three dollars (\$33,663.00) based upon known and observable damage;

WHEREAS, additional damage may be discovered during this process necessitating additional approvals and contracts; and

WHEREAS, Crossland Construction Company, Inc. of Rogers, Arkansas, performed construction work on Station #2 and is familiar with its structure and the work required for its repair.

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

Section 1: That the Mayor and City Clerk are authorized to enter into a contract with Crossland Construction Company, Inc. of Rogers, Arkansas, in the amount of thirty-three thousand six hundred sixty-three dollars (\$33,663.00), for the repair work to Station #2;

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council, therefore, waives the requirements of competitive bidding for the repair work to Station #2;

Section 3 - Emergency Clause: The need to begin these repairs to Station #2 is immediate and 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 its passage and approval;

Section 4 - 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 5 - 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 _____, **2020.**

APPROVED:

C. GREG HINES, Mayor

Attest:

JESSICA RUSH, City Clerk

Requested by: Tom Jenkins, Fire Chief
Prepared by: Bonnie Bridges, Staff Attorney
For Consideration by: Public Safety Committee

ORDINANCE NO. 20-_____

AN ORDINANCE AMENDING ORDINANCE NO. 20-17; CORRECTING LANGUAGE IN SECTION 3 OF ORDINANCE NO. 20-17; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the City Council of the City of Rogers approved Ordinance No. 20-17, as it appeared on the agenda, at its meeting on February 11, 2020;

WHEREAS, the City Council also approved the Emergency Clause for Ordinance No. 20-17, which mistakenly listed the need to acquire patrol vehicles, instead of the need to repair the lazy river at the Rogers Aquatic Center, as the immediate need for the Emergency Clause;

WHEREAS, this Ordinance seeks correct that mistake by amending Section 3 of Ordinance No. 20-17 to read as contained in Section 1, of this Ordinance, listed below.

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

Section 1: Section 3 of Ordinance No. 20-17 shall be amended as follows: The phrase “acquire the patrol vehicle” shall be stricken and replaced with “repair the lazy river at the Rogers Aquatic Center”;

Section 2 – Emergency Clause: The need to correct Section 3 of Ordinance No. 20-17 is immediate and 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 its passage and approval;

Section 3: 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 4: 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 _____, 2020.

APPROVED:

C. GREG HINES,
Mayor

Attest:

JESSICA RUSH, City Clerk
Prepared By: Bonnie J. Bridges, Staff Attorney
Requested By: Bonnie J. Bridges, Staff Attorney
For Consideration by: Community Services Committee

RESOLUTION NO. 20-_____

A RESOLUTION AMENDING THE 2020 BUDGET TO APPROPRIATE GENERAL FUND RESERVES IN THE AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00) TO ACCOUNT #100-01-70981 STORM DAMAGE; AND FOR OTHER PURPOSES.

WHEREAS, due to severe weather events, several City assets sustained damage and need repair; and

WHEREAS, this appropriation is intended to cover the cost of repairs to Fire Department Station #2, the Railyard Park, and additional repairs at the Rogers Aquatics Center.

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

Section 1: The 2020 Budget is amended to appropriate fifty thousand dollars (\$50,000.00) from General Fund Reserves into Account #100-01-70981 Storm Damage to cover repair costs of damage caused by recent severe weather;

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 resolutions or orders of the City Council or parts of resolutions or orders of the City Council that are in conflict with this Resolution are repealed to the extent of such conflict.

RESOLVED this _____ day of _____, 2020.

APPROVED:

C. GREG HINES,
Mayor

Attest:

JESSICA RUSH, City Clerk

Requested By: Casey Wilhelm, Finance Director

Prepared By: Bonnie Bridges, Staff Attorney

For Consideration by: Finance Committee

RESOLUTION NO. 20-_____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO GRANT TWO EASEMENTS TO CARROLL ELECTRIC COOPERATIVE CORPORATION, PURSUANT TO AND AUTHORIZED BY A.C.A. §14-54-302; AND FOR OTHER PURPOSES.

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

Section 1: That the property interests described in the Easement documents, attached hereto as Exhibit “A” and Exhibit “B”, and incorporated by reference as if set out word for word herein, are needed by Carroll Electric Corporation in order to protect the health, safety, and welfare of the citizens of the City of Rogers;

Section 2: That pursuant to A.C.A. §14-54-302, the Mayor and City Clerk are hereby authorized to convey the same in accordance with the procedures set forth in said statutes;

Section 3: Severability Provision - In the event that any section, paragraph, subdivision, clause, phrase, or other provision or portion of this Resolution shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this Resolution as a whole, or any part or provision, other than the part so decided to be invalid or unconstitutional, and the remaining provisions of this Resolution shall be construed as if such invalid, unenforceable or unconstitutional provision or provisions had never been contained herein; and

Section 4: Repeal of Conflicting Resolutions - All resolutions of the City Council, or parts of resolutions of the City Council in conflict herewith are hereby repealed to the extent of such conflict.

RESOLVED this _____ day of _____, 2020.

APPROVED:

C. GREG HINES, Mayor

Attest:

JESSICA RUSH, City Clerk

Requested by: John McCurdy, Director of Community Development

Prepared by: Bonnie Bridges, Staff Attorney

For Consideration by: Community Environment & Welfare Committee

Easement prepared by
Carroll Electric Cooperative Corporation
920 Hwy 62 Spur
Berryville AR 72616



RIGHT OF WAY EASEMENT

Date 02/13/2020
County: Benton Easement # 020409-01

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned, whether one or more, City Of Rogers, Arkansas and _____ hereinafter called "Grantors", for good and valuable consideration, the receipt of which is hereby acknowledged do hereby grant and convey unto **Carroll Electric Cooperative Corporation (Grantee)**, hereinafter called "Cooperative", whose principal office is in Berryville, Arkansas, and unto its successors, licensees or assigns, a perpetual easement right, privilege, and authority to enter upon the lands of the undersigned Grantor, and to place, construct, reconstruct, erect, excavate, add to, relocate, rebuild, modify, change operating voltage level, repair, replace, patrol, operate and maintain on, over, and under the described lands, and in and upon all streets, roads, highways and other rights of way abutting said premises, overhead lines and underground cables of one or more circuits to serve as service, distribution, or transmission lines, or combinations of all, to transmit electrical energy and communications, including but not limited to poles, towers, wires, buried cable, guys, brace poles, guy wires, anchors, and other appurtenances necessary thereto, together with the right of ingress and egress to and from the lines of the Cooperative, over the lands of Grantors, which said lands

of Grantors situated in the County of Benton, State of Arkansas, are described as follows:

See Attachment A

Property Description

Part of Section 30, Township 19N, Range 30W

The location of the right-of-way easement on the above described premises shall be determined by the Cooperative and shall have a cross-section as shown in Figure 1 of this easement with the tract being generally described as follows:

See Attachment A

Easement Description

with centerline being finally determined as constructed.

At points of angle and termination in the line, Cooperative shall have the right to place anchors, stub poles, and guy wires outside of the width shown on the cross-section drawing in Figure 1 and said easement shall also extend 10' in all directions from all anchors, stub poles, and guy wires. The extension of the easement for the anchors, stub poles and guy wire shall be finally determined as they are constructed.

Grantors do also hereby grant and convey to Cooperative the perpetual right to clear and keep clear by cutting, trimming, spraying or removing by any other manner all brush, trees, timber, and vegetation within the defined easement and, at the Cooperative's option, to cut or top all other trees outside of the defined easement that would in the sole opinion of the Cooperative, endanger or be a hazard to the operation and maintenance of the lines. And to dispose of trees and brush in any manner desired by the Cooperative. And agree that no shrubs or trees shall be planted within the defined easement. And further agrees that no structures will be erected within 15 feet of the finally constructed centerline.

Grantors agree to make no use of, nor permit others to make any use of said easement strip that would reduce in clearance or in any other way interfere with the proper and safe operation and/or maintenance of said line by Cooperative. Grantors further agree that Grantors will not make or allow others to make any attachments to any lines, poles, or structures of Cooperative although the Cooperative retains the right to do so at its discretion.

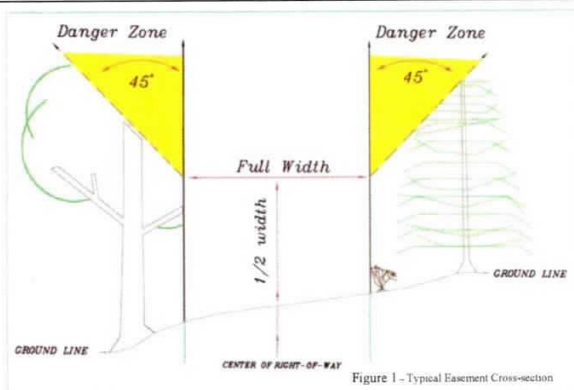


Figure 1 - Typical Easement Cross-section

Grantors agree that all poles, wires, transformers and all other facilities installed by and at the expense of Cooperative on Grantors' property pursuant to the rights granted by this easement shall remain the property of Cooperative and may be removed by Cooperative at its option.

No delay in exercising any or all of the rights granted herein to Cooperative shall be interpreted to be a surrender of any of the said rights nor abandonment of the easement granted.

All provisions contained herein shall run with the land and be binding on the parties, their heirs, successors, representatives and assigns.

And any and all dower, curtesy, distributive shares or homestead interest the undersigned, or either of them, may have inconsistent with the rights herein conferred is hereby relinquished and released to the extent necessary to permit the free enjoyment of said rights and to that extent only. In so doing, the undersigned do not deed the ownership of said lands.

Grantors covenant to and with Cooperative that they are lawfully seized and possessed of said lands, and have good and lawful right to and power to sell and convey said land and the easement granted herein and that said land is free and clear of all liens and encumbrances and that Grantors will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomever.

IN WITNESS THEREOF, the grantors have set their hands and seal on this _____ day of _____, 20____

Signature of Grantor 1

Signature of Grantor 2

Printed Name of Grantor 1

Printed Name of Grantor 2

ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

BE IT REMEMBERED, that on this day personally appeared before me the undersigned a Notary Public with and for the County and State aforesaid duly commissioned and acting _____ and _____ to me well known as the grantor(s) in the foregoing easement and each stated that they had executed the same for the considerations and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

(SEAL)

ATTACHMENT A

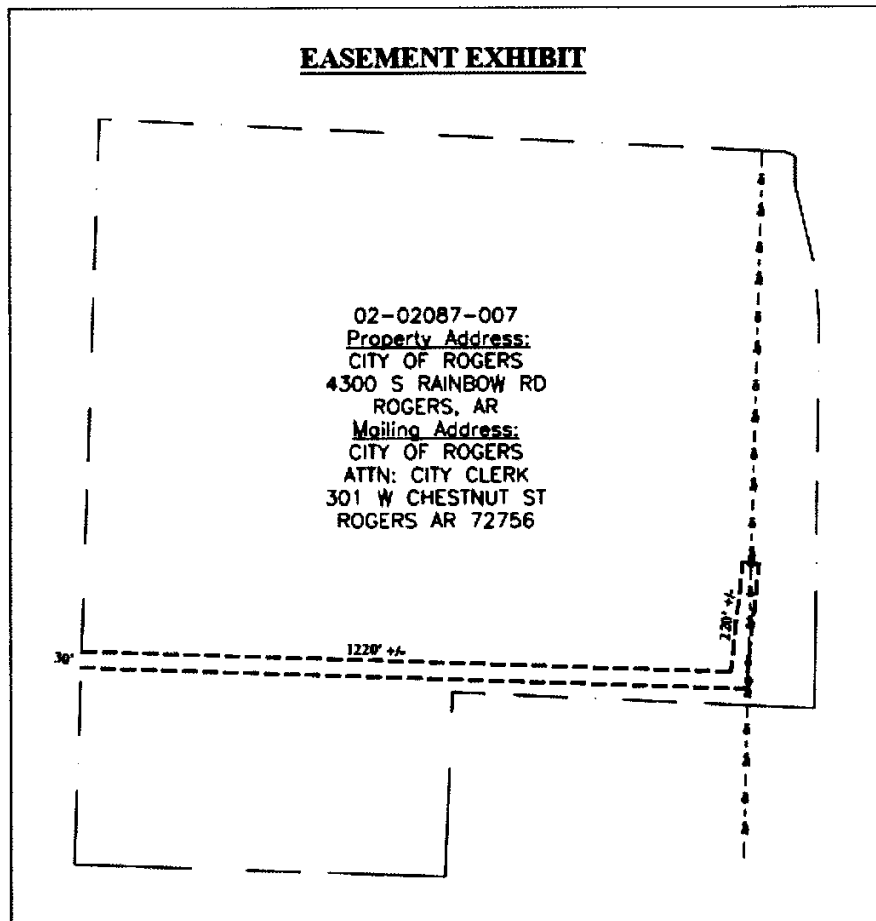
Utility Easement

Easement Description:

FROM THE SW CORNER OF PROPERTY THENCE NORTHERLY AN APPROXIMATE 375 FEET TO THE CENTER AND BEGINNING OF A 30 FOOT WIDE EASEMENT, THENCE EASTERLY AN APPROXIMATE 1220 FEET, THENCE NORTHEASTERLY AN APPROXIMATE 220 FEET TO AN EXISTING POWER POLE FOR THE END OF EASEMENT.

Property Description:

THE S1/2 OF THE NW1/4 OF THE NE1/4 AND PART OF THE N1/2 OF THE SW1/4 OF THE NE1/4, SECTION 30, TOWNSHIP 19 NORTH, RANGE 30 WEST, ROGERS, BENTON COUNTY, ARKANSAS.



Date 02/14/2020

Easement # 020409-02

Part of Section 30, Township 19N, Range 30W

Easement Description

Danger Zone

45°

Full Width

1/2 width

GROUND LINE

CENTER OF RIGHT-OF-WAY

Danger Zone

45°

GROUND LINE

Figure 1. Typical Easement Cross-section

Grantors agree to make no use of, nor permit others to make any use of said easement strip that would reduce in clearance or in any other way interfere with the proper and safe operation and/or maintenance of said line by Cooperative. Grantors further agree that Grantors will not make or allow others to make any attachments to any lines, poles, or structures of Cooperative although the Cooperative retains the right to do so at its discretion.

Grantors agree that all poles, wires, transformers and all other facilities installed by and at the expense of Cooperative on Grantors' property pursuant to the rights granted by this easement shall remain the property of Cooperative and may be removed by Cooperative at its option.

No delay in exercising any or all of the rights granted herein to Cooperative shall be interpreted to be a surrender of any of the said rights nor abandonment of the easement granted.

All provisions contained herein shall run with the land and be binding on the parties, their heirs, successors, representatives and assigns.

And any and all dower, curtesy, distributive shares or homestead interest the undersigned, or either of them, may have inconsistent with the rights herein conferred is hereby relinquished and released to the extent necessary to permit the free enjoyment of said rights and to that extent only. In so doing, the undersigned do not deed the ownership of said lands.

Grantors covenant to and with Cooperative that they are lawfully seized and possessed of said lands, and have good and lawful right to and power to sell and convey said land and the easement granted herein and that said land is free and clear of all liens and encumbrances and that Grantors will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomever.

IN WITNESS THEREOF, the grantors have set their hands and seal on this _____ day of _____, 20____.

Signature of Grantor 1

Signature of Grantor 2

Printed Name of Grantor 1

Printed Name of Grantor 2

ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

BE IT REMEMBERED, that on this day personally appeared before me the undersigned a Notary Public with and for the County and State aforesaid duly commissioned and acting _____ and _____ to me well known as the grantor(s) in the foregoing easement and each stated that they had executed the same for the considerations and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

(SEAL)

ATTACHMENT A

Utility Easement

Easement Description:

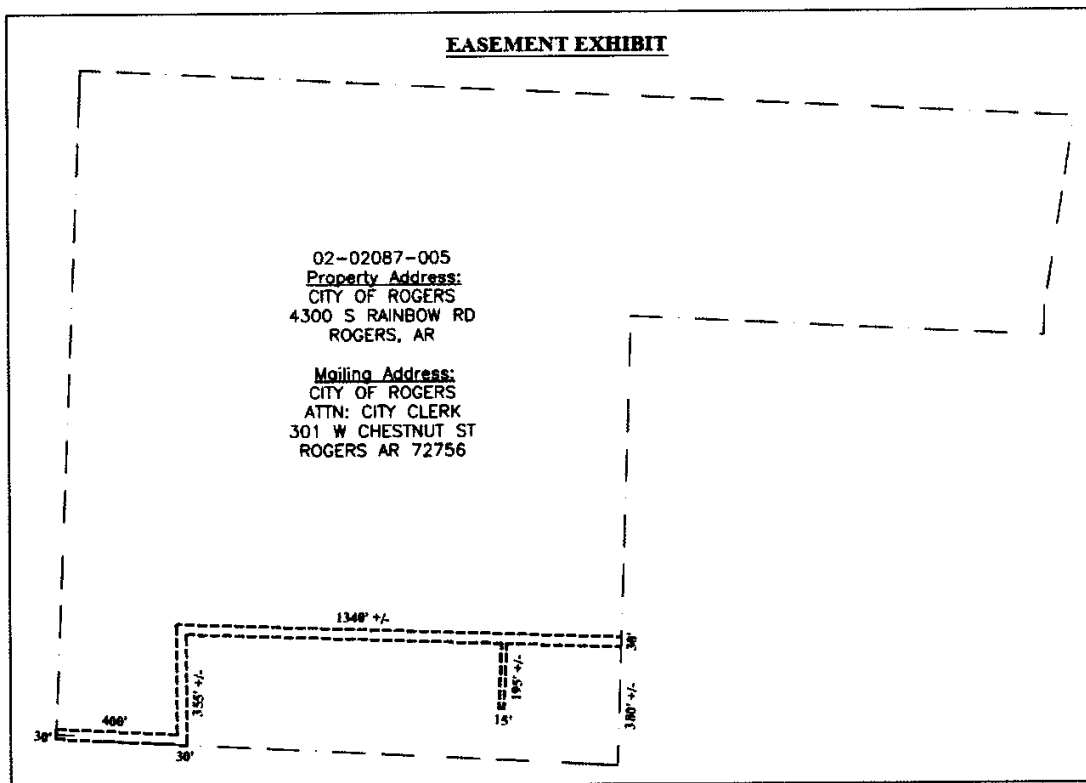
FROM THE SE CORNER OF PROPERTY THENCE NORTHERLY AN APPROXIMATE 380 FEET TO THE CENTER AND BEGINNING OF A 30 FOOT WIDE EASEMENT, THENCE WESTERLY AN APPROXIMATE 1340 FEET, THENCE SOUTHERLY AN APPROXIMATE 355 FEET, THENCE WESTERLY AN APPROXIMATE 400 FEET TO THE END OF EASEMENT.

ALSO;

FROM THE SE CORNER OF PROPERTY THENCE NORTHERLY AN APPROXIMATE 380 FEET, THENCE WESTERLY AN APPROXIMATE 360 FEET TO THE CENTER AND BEGINNING OF A 15 FOOT WIDE EASEMENT, THENCE SOUTHERLY AN APPROXIMATE 195 FEET TO THE END OF EASEMENT.

Property Description:

THE FRACTIONAL N3/4 OF THE NW1/4 AND THE N1/2 OF THE NW1/4 OF THE NE1/4, SECTION 30, TOWNSHIP 19 NORTH, RANGE 30 WEST, ROGERS, BENTON COUNTY, ARKANSAS.



ORDINANCE NO. 20-_____

**AN ORDINANCE AMENDING ROGERS CODE SECTION 14-675 BY RE-ZONING
CERTAIN LANDS FROM RMF-6B PUD TO RMF-6B, PROVIDING FOR
THE EMERGENCY CLAUSE AND FOR OTHER PURPOSES**

WHEREAS, pursuant to the provisions of Rogers Code Section Rogers Code Section 14-725, et seq, and upon the consideration of the report and recommendations of the Planning Commission of the City of Rogers, Benton County, Arkansas, the City Council has found that certain lands hereinafter described are better suited for RMF-6B than R-MF-6B PUD zoning.

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

SECTION 1: That Section 14-675 of the code of Ordinances, City of Rogers, should be and the same hereby is amended as hereinafter provided.

SECTION 2: That the land hereinafter described should be and the same is hereby zoned as RMF-6B and that said lands being in Benton County, Arkansas, are described as:

A part of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4), Section 22, Township 19 North, Range 30 West, City of Rogers, Benton County, Arkansas, and being more particularly described as: Commencing at the SW corner of the NW1/4 of the NW1/4 of said Section 22; thence South 86 degrees 51 minutes 16 seconds East, 164.19 feet to a point along the South side of a 20 foot trail right of way adjacent to and parallel with the South right of way of South Hampton Place, said point being the point of beginning; thence North 59 degrees 52 minutes 11 seconds East, along said South side of 20 foot trail right of way adjacent to and parallel with the South right of way of South Hampton Place, 472.54 feet to the point of curvature of a non-tangent curve to the right, having a radius of 153.42 feet; thence along the arc of said curve through a central angle of 35 degrees 48 minutes 43 seconds, an arc distance of 95.89 feet, the chord of which bears North 77 degrees 46 minutes 32 seconds East a distance of 94.34 feet; thence South 87 degrees 01 minute 07 seconds East, 164.87 feet to the point of curvature of a non-tangent curve to the left, having a radius of 347.13 feet; thence along the arc of said curve through a central angle of 20 degrees 54 minutes 53 seconds, an arc distance of 126.71 feet, the chord of which bears North 82 degrees 31 minutes 27 seconds East a distance of 126.01 feet; thence North 69 degrees 00 minutes 54 seconds East, 146.66 feet; thence South 30 degrees 24 minutes 50 seconds East, leaving said South side of a 20 foot trail right of way adjacent to and parallel with the South right of way of South Hampton Place, 94.17 feet; thence South 59 degrees 35 minutes 10 seconds West, 53.41 feet; thence South 01 degree 51 minutes 25 seconds West, 55.19 feet; thence South 30 degrees 24 minutes 50 seconds East, 241.78 feet; thence North 86 degrees 51 minutes 16 seconds West, 1051.05 feet to the point of beginning. LESS AND EXCEPT: A part of the NW1/4 of the NW1/4, Section 22, Township 19 North, Range 30 West, City of Rogers, Benton County, Arkansas, and being more particularly described as: Commencing at the SW corner of the NW1/4 of the NW1/4 of said Section 22; thence South 86 degrees 51 minutes 16 seconds East 164.19 feet to a point along the South right of way of South Hampton Place, said point being the point of beginning; thence North 59 degrees 52 minutes 11 seconds East along said South side of 20 foot trail right of way adjacent to and parallel with the South right of way of South Hampton Place, 472.34 feet to the point of curvature of a non-tangent curve to the right, having a radius of 153.42 feet; thence along the arc of said curve through a central angle of 35 degrees 48 minutes 43 seconds, an arc distance of 95.89 feet, the chord of which bears North 77 degree 46 minutes 32 seconds East a distance of 94.34 feet; thence South 87 degrees 01 minute 07 seconds East 131.11 feet; thence South 02 degrees 58 minutes 01 second West 282.73 feet; thence North 86 degrees 51 minutes 16 seconds West 618.02 feet to the point of beginning.

LAYMAN'S DESCRIPTION: 2.59 acres west of 2001 S. Hampton Pl.

SECTION 3: That it is necessary to bring proposed uses of the property into conformance with the Rogers City Zoning Ordinances and because of such 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 4: Severability Provision- In the event that any section, paragraph, subdivision, clause, phrase, or other provision or portion of this Ordinance shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this Ordinance as a whole, or any part or provision, other than the part so decided to be invalid or unconstitutional, and the remaining provisions of this Ordinance shall be construed as if such invalid, unenforceable or unconstitutional provision or provisions had never been contained herein.

SECTION 5: Repeal of Conflicting Ordinances and Resolutions- All ordinances, resolutions or orders of the City Council, or parts of ordinances, resolutions or orders of the City Council in conflict herewith are hereby repealed to the extent of such conflict.

PASSED THIS _____ DAY OF _____, 2020.

ROGERS, ARKANSAS

APPROVED:

ATTEST:

JESSICA RUSH, CLERK

C. GREG HINES, MAYOR

Requested by: Community Development

Prepared by: Community Development

For Consideration by: Community Environment & Welfare Committee

AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 14 OF THE CITY OF ROGERS CODE OF ORDINANCES; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Rogers, City Council finds it to be in the best interest of the City to adopt provisions deleting unnecessary sub-sections of the Group Residential use classification from the Code;

WHEREAS, this change allows all group type housing to be regulated under Group Residential as one use classification and reduces the potential for inconsistencies in ordinance application and construction; and

WHEREAS, the application of these provisions is consistent with the Comprehensive Growth Map and will better help determine where such uses would be appropriately located.

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

Section 1: Chapter 14, Article VI, Division 2, Section 14-695, Subsection(b)(1)(c), of the City of Rogers, Code of Ordinances is amended to read as shown in the attached Exhibit “A” and Municode Corporation is hereby instructed to make said amendments;

Section 2: Chapter 14, Article VI, Division 2, Section 14-695, Subsection(b)(2)(w), is deleted in its entirety, as shown in the attached Exhibit “A”, the remaining subsections that follow this deletion shall be correctly re-numbered, and Municode Corporation is hereby instructed to make said amendments;

Section 3: The phrase “Transitional Housing” shall be deleted from Chapter 14, Article VI, Division 2, Sections 14-697, 14-698, 14-699, 14-700, 14-701, 14-702, 14-703, 14-704, 14-705, 14-706, 14-710, and 14-715 and Municode Corporation is hereby instructed to make said amendments;

Section 4: The phrase “Roominghouses, dormitories, fraternities, sororities (and similar uses and establishments)” shall be replaced with the phrase “Group Residential (and similar uses and establishments)” in Chapter 14, Article VI, Division 2, Sections 14-698, 14-699, 14-701, 14-703, and 14-712, and Municode Corporation is hereby instructed to make said amendments;

Section 5: The phrase “Roominghouses, dormitories, fraternities, and sororities, boardinghouses (and similar uses and establishments)” shall be deleted and replaced with the phrase “Group Residential (and similar uses and establishments)” in Chapter 14, Article VI, Division 2, Sections 14-713 and 14-714, and Municode Corporation is hereby instructed to make said amendments;

Section 6: The phrase “Roominghouses, dormitories, fraternities and sororities, boardinghouses (and similar uses and establishments)” shall be deleted and replaced with the phrase “Group Residential (and similar uses and establishments)” in Chapter 14, Article VI, Division 2, Section 14-704, and Municode Corporation is hereby instructed to make said amendments;

Section 7: Chapter 14, Article I, Section 14-1 – Definitions, the language in subsection (2) of the “Residence” definition shall be deleted and replaced with “Group Residential (and similar uses and establishments); or”, and Municode Corporation is hereby instructed to make said amendments;

Section 8: Chapter 14, the use classification “Group Residential” shall be amended as a conditional use in the following zones: A-1, R-E, R-SF, R-DP, N-R, R-MF, R-AH, R-MHC, R-RV, R-O, C-3, COM, COR, IA,

NBT, U-COM, U-COR, and U-NBT, this shall supersede where “Group Residential” is currently allowed, and Municode Corporation is hereby instructed to make said amendments;

Section 9 - Emergency Clause: The need to amend said City Code chapter 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 10 - 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 11 - 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 _____, 2020.

APPROVED:

C. GREG HINES, Mayor

Attest:

JESSICA RUSH, City Clerk

Requested By: John McCurdy, Director Community Development

Prepared by: Bonnie Bridges, Staff Attorney

For Consideration by: Community Environment & Welfare Committee

EXHIBIT “A”

Sec. 14-695(b)(1)(c)

1. Group Residential is a secondary use classification encompassing shared living quarters, ~~for four or more unrelated persons, without separate kitchen or bathroom facilities. for each room or unit.~~
2. ~~i. Group Residential includes but is not limited to the following tertiary use classifications:——~~
 - ~~(a) Rooming house;~~
 - ~~(b) Boardinghouse;~~
 - ~~(c) Dormitories;~~
 - ~~(d) Fraternities;~~
 - ~~(e) Sororities;~~
 - ~~(f) Monasteries;~~
 - ~~(g) Convents; and~~
 - ~~(h) Private residential clubs.~~
 - i. Group Residential does not include residential hotels; and
 - ii. Group Residential allows for associated support services.
3. Group Residential is generally appropriate in locations that are suitable for multifamily residential, connected by streets classified as collector or above, accessible to public or commercial services, or in higher-intensity Growth Designations such as Neighborhood Center or Regional Center.

~~Sec. 14-695(b)(2)(w)~~

~~Transitional Housing is a secondary use classification encompassing housing and appropriate supportive services for homeless persons designed to enable them to move to independent living within a twenty-four (24) month period;~~

ORDINANCE NO. 20-_____

AN ORDINANCE AMENDING ROGERS CODE SECTION 14-675 BY RE-ZONING CERTAIN LANDS FROM R-SF TO R-O, PROVIDING FOR THE EMERGENCY CLAUSE AND FOR OTHER PURPOSES

WHEREAS, pursuant to the provisions of Rogers Code Section Rogers Code Section 14-725, et seq, and upon the consideration of the report and recommendations of the Planning Commission of the City of Rogers, Benton County, Arkansas, the City Council has found that certain lands hereinafter described are better suited for R-O than R-SF zoning.

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

Section 1: That Section 14-675 of the code of Ordinances, City of Rogers, should be and the same hereby is amended as hereinafter provided.

Section 2: That the City's Comprehensive Growth Map has been amended by Planning Commission to classify the properties at 1716, 1712, 1708, 1608, 1604, 1600, 1504, and 1500 W. Walnut Street as the "Access Corridor" growth designation rather than the "Neighborhood" growth designation.

Section 3: That the land hereinafter described should be and the same is hereby zoned as R-O and that said lands being in Benton County, Arkansas, are described as:

PART OF LOT 2, BLOCK 2 OF FELKER'S SUBDIVISION TO THE CITY OF ROGERS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 96 FEET WEST OF THE NE CORNER OF SAID LOT 2, BLOCK 2, RUNNING THENCE WEST 75 FEET, THENCE SOUTH 300 FEET, THENCE EAST 75 FEET, THENCE NORTH 300 FEET TO THE POINT OF BEGINNING. AND, PART OF LOTS 2 AND 3 IN BLOCK 2 IN FELKER'S SUBDIVISION OF THE SE ¼ OF SECTION 11, TOWNSHIP 19 NORTH OF RANGE 30 WEST, DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF SAID LOT 2, RUN THENCE WEST 96 FEET, THENCE SOUTH 400 FEET, THENCE EAST 96 FEET, THENCE NORTH 400 FEET TO THE PLACE OF BEGINNING, BENTON COUNTY, ARKANSAS.

LAYMAN'S DESCRIPTION: 1712 & 1716 W. Walnut St.

Section 4: That it is necessary to bring proposed uses of the property into conformance with the Rogers City Zoning Ordinances and because of such 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 5: Severability Provision- In the event that any section, paragraph, subdivision, clause, phrase, or other provision or portion of this Ordinance shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this Ordinance as a whole, or any part or provision, other than the part so decided to be invalid or unconstitutional, and the remaining provisions of this Ordinance shall be construed as if such invalid, unenforceable or unconstitutional provision or provisions had never been contained herein.

Section 6: Repeal of Conflicting Ordinances and Resolutions- All ordinances, resolutions or orders of the City Council, or parts of ordinances, resolutions or orders of the City Council in conflict herewith are hereby repealed to the extent of such conflict.

PASSED THIS _____ DAY OF _____, 2020.

APPROVED:

ATTEST:

JESSICA RUSH, CLERK

Requested by: Daniel Landis

Prepared by: Department of Community Development

For Consideration by: Community Environment & Welfare Committee

C. GREG HINES, MAYOR