O-21-109

ORDINANCE NO. _____

AN ORDINANCE GRANTING A WAIVER OF SECTION 14.102(E)(1) OF ORDINANCE NO. 7697 TO ALLOW THE REPLACEMENT OF THE FACES OF AN EXISTING POLE SIGN IN A C2 SMALL SCALE COMMERCIAL DISTRICT FOR CERTAIN REAL PROPERTY LOCATED AT 4702 JOHN F. KENNEDY BOULEVARD IN THE CITY OF NORTH LITTLE ROCK, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, application was duly made by Mr. Hal C. Matthews of Matthews Properties, LLC, 5601 John F. Kennedy Boulevard, Suite 200, North Little Rock, Arkansas 72116, seeking a waiver of Section 14.102(E)(1) of the Zoning Ordinance for property located at 4702 John F. Kennedy Boulevard to allow the faces of an existing pole sign to be replaced instead of replacing the pole sign with a monument sign as required by the JFK Boulevard Sign Overlay District (see letter of request attached hereto as Exhibit A); and

WHEREAS, the request has not been reviewed by the Planning Commission, and the applicant is seeking approval from the North Little Rock City Council; and

WHEREAS, a sign was placed on the property and proper notice has been given to property owners within 200 feet of the subject location; and

WHEREAS, a legal advertisement of notice of a public hearing to be held on December 27, 2020 at 6:00 p.m. has been placed in the newspaper.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the following section of Ordinance No. 7697 (the previous zoning ordinance) is hereby waived for the 4702 John F. Kennedy Boulevard, more particularly described as Lot 114 of Block 202 of the Park Hill 15N Addition to the City of North Little Rock, Pulaski County, Arkansas (see maps attached hereto as Exhibit B) to allow the replacement of the faces of an existing pole sign:

Section 14.102 – JFK Boulevard Sign Overlay District

E. Conformance of existing Signs

1. Where a change of business occurs on a single occuparnt freestanding sign, the sign shall become a ground mounted sign conforming to the district standards.

SECTION 2: That all ordinances or parts of ordinance in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 3: That the provisions of this Ordinance are hereby declared to be severable and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder of the sections, phrases or provisions.

SECTION 4: It is hereby found and determined that the waiver as described herein is compatible with other businesses in the area and that the waiver is immediately necessary in order to insure the proper and orderly growth and development of this land and of the City of North Little Rock, Arkansas, and being necessary for the immediate preservation of the public health, safety and welfare, THEREFORE, an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Terry C. Hartwick

SPONSOR:

Debi Ross by AF

Council Member Debi Ross

Nathan Hamilton by AF

Council Member Nathan Hamilton

ATTEST:

Diane Whitbey, City Clerk

FILED 11:20 A.M. _____ P.M.
By A. Fields
DATE 12·21·21
Diane Whitbey, City Clerk and Collector
North Little Rock, Arkansas
RECEIVED BY S. Usery

APPROVED AS TO FORM:

Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kt

EXHIBIT
A

MATTHEWS PROPERTIES

A Limited Liability Company
5601 JFK Boulevard, Suite 200
North Little Rock, Arkansas 72116
Phone 501-771-1997

December 1, 2021

HAND DELIVERED

North Little Rock City Council
c/o Shawn Spencer, Planning Director
City Services Building
120 Main Street
North Little Rock, AR 72114

Re: Sign Waiver

In complying with the "Process to waive a sign regulation at City Council" the following is hereby submitted:

Applicant Contact Information:
Matthews Properties, LLC
Attn: Hal C. Matthews
5601 JFK Boulevard, Suite 200
North Little Rock, AR 72116
Office: (501) 771-1997

Reason for waiver request:
The existing pylon sign is estimated as having been installed in the mid-to-late 70's. This waiver application is made necessary as the previous tenant lease expired and the new tenant wishes to have continued use for advertising purposes.

Accurate drawing of the sign showing height and size:
As the applicant is not in possession of the original drawings of the sign enclosed herein is a scaled photograph of the sign which indicates an overall height of 23.75' ± and sign cabinet width of 8' ±.

Site plan of property:
A site plan of the property is enclosed as well as Google Maps photos which indicate sign location, property lines and building location.

Legal description of property:
Lot 114, Block 202, Park Hill Addition, Pulaski County, Arkansas

Certified abstract list of property owners within 200':
The certified list has previously been emailed and is also enclosed.

$220.00 filing fee:
Check #14432 in the amount of $220.00 is enclosed.

If further information or items are required, please do not hesitate to contact applicant.

Sincerely,

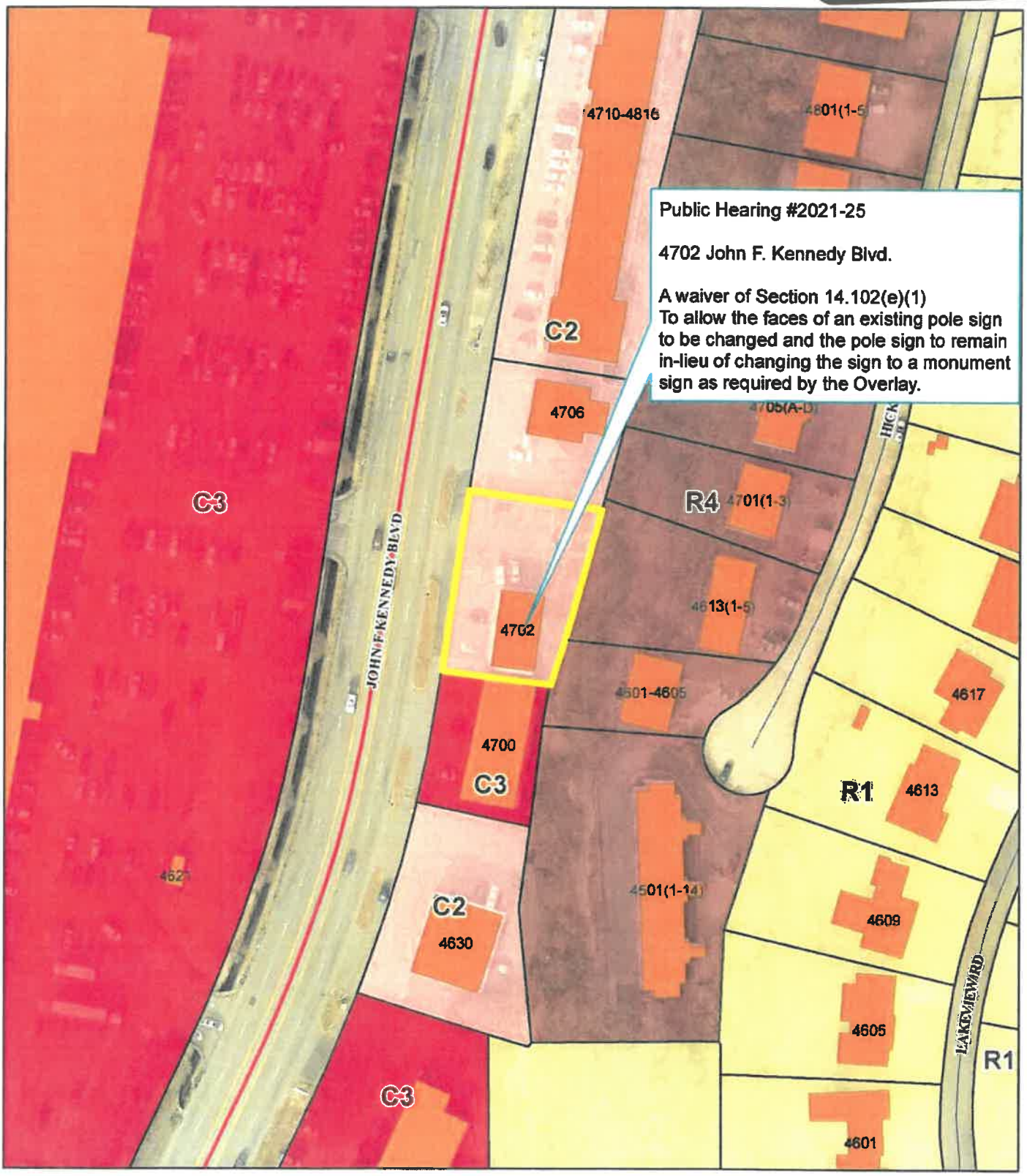
Hal C. Matthews

EXHIBIT

tabbies

B

Public Hearing Case # 2021-25



Zoning Map

1 inch = 100 feet

0 50 100 200 300 Feet

N W E S

Date: 12/8/2021

Public Hearing Case # 2021-25

Ortho Map

1 inch = 30 feet

0 15 30 60 90 Feet

N W E S

Date: 12/8/2021

23R-020.13-073.00

EXHIBIT

A

Date: 12/20/2021

0 50 100 200 Feet

This map is not survey accurate.

N

EXHIBIT
B

OFFER & ACCEPTANCE

KNOW ALL MEN BY THESE PRESENTS:

1. BUYER & SELLER(S): City of North Little Rock, Arkansas, hereinafter referred to as "Seller", offers to sell, subject to the terms set forth herein, the following described property to the Cross Street Service, Inc., hereinafter referred to as "Buyer", property located at 4815 East McCain Boulevard in the City of North Little Rock, Arkansas, Parcel No. 23R0201307300, and more particularly described as:

LEGAL DESCRIPTION OF PROPERTY:

[Legal Description to be furnished upon completion of survey, which will be attached to Offer and Acceptance as Exhibit A]

2. PURCHASE PRICE: The Buyer will pay $1,600.00 for fee simple title to the herein-described property. Buyer will be responsible for reasonable closing costs.

3. EXPRESS CONDITIONS: This agreement is conditioned upon the following:

a. Closing shall occur no later than January 30, 2022;
b. Approval by the North Little Rock City Council; and
c. This offer shall expire at noon on January 3, 2022. Seller shall consider expiration to be a rejection of this offer.

4. CONVEYANCE/WARRANTY: Seller agrees to grant, bargain, transfer and convey the above-described property unto Buyer and unto its administrators and assigns. Seller hereby covenants with the Buyer that it is the lawful owner of said property, that the property is free from liens and encumbrances, that Seller has good right to sell the same; and that Seller will warrant and defend the same against the lawful claims and demands of all persons or entities whomsoever.

5. POSSESSION: Possession shall be delivered to Buyer upon closing.

6. INSPECTION: Buyer certifies that Buyer has inspected the property and is not relying upon any warranties, representations or statements of any agent or Seller other than those specified herein.

7. MISCELLANEOUS:

a. This agreement shall be governed by the laws of the State of Arkansas.

b. This agreement contains the complete agreement between the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, understandings, representations or warranties which are not expressly set forth herein.

c. Any portion of this agreement not otherwise consummated at closing will survive the closing of this transaction as a continuing agreement by and between the parties.

d. This agreement shall inure to the benefit of and bind the parties hereto and their respective heirs, representatives, successors and assigns.

e. Time is of the essence with respect to this offer and acceptance.

8. ACCEPTANCE: The term "acceptance" as used herein shall mean the later of the two dates on which this agreement is signed by Seller or when signed by North Little Rock's Mayor, as indicated by the appropriate signatures below, which later date shall be the date of final execution and agreement by the parties hereto. If any date or deadline provided for herein falls on Saturday, Sunday, or a holiday, the applicable date shall be the next business day.

SELLER:

CROSS STREET SERVICE, INC.

By: _____
Name: _____
Title: _____

BUYER:

CITY OF NORTH LITTLE ROCK, AR

By: _____
Terry C. Hartwick, Mayor

ATTEST:

_____
Diane Whitbey, City Clerk

[SEAL]

PREPARED BY:
Office of North Little Rock City Attorney
116 Main Street
North Little Rock, AR 72114