



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Meeting Agenda Public Works Council Committee

Tuesday, July 5, 2011

5:30 PM

Huntington Building

1. Call To Order

2. Approval of minutes

[MIN-11:047](#) Minutes for the Public Works Committee meeting on June 7, 2011

Attachments: [Minutes](#)

[MIN-11:052](#) Minutes for the special called Public Works Committee meeting on June 21, 2011

Attachments: [Minutes](#)

3. New Business

Ordinances To Be Introduced

[ORD-11:051](#) ORDINANCE AMENDING THE JONESBORO CODE OF ORDINANCES, §54-43, KNOWN AS YARD WASTE COLLECTION, FOR THE PURPOSE OF ESTABLISHING A TIPPING FEE FOR THE CITY OF JONESBORO SANITATION INCINERATOR

Sponsors: Sanitation

Resolutions To Be Introduced

[RES-11:106](#) A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR HORSESHOE TRAIL ESTATES, PHASE 1, A RESIDENTIAL SUBDIVISION

Sponsors: Engineering

Attachments: [Maintenance Agreement.pdf](#)

[RES-11:112](#) A RESOLUTION TO THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND CITY CLERK TO SELL PROPERTY LOCATED AT 6600 NESTLE ROAD

Sponsors: Mayor's Office

Attachments: [Offer.pdf](#)

[Survey.pdf](#)

[Warranty Deed.pdf](#)

RES-11:113 RESOLUTION TO ESTABLISH A TIPPING FEE FOR THE CITY OF JONESBORO INCINERATOR

Sponsors: Sanitation

RES-11:115 A RESOLUTION REQUESTING FREE UTILITIES AT 2609 DAN AVENUE, 2611 DAN AVENUE, AND 2613 DAN AVENUE FOR THE CITY OF JONESBORO

Sponsors: Engineering

RES-11:116 A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR PIERCE-BARCO MINOR PLAT, A RESIDENTIAL SUBDIVISION

Sponsors: Engineering

Attachments: [Maintenance Agreement.pdf](#)

RES-11:117 A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR VADEN REPLAT, A COMMERCIAL SUBDIVISION

Sponsors: Engineering

Attachments: [Maintenance Agreement.pdf](#)

4. Pending Items

[Long-range facilities update](#)

5. Other Business

COM-11:050 RENAMING REQUEST OF PARK AT NORTH MAIN AND ALLEN STREET IN HONOR OF THE LATE REV. DR. HERMAN L. LEWELLEN

Sponsors: Mayor's Office

Attachments: [Curtis Tate Request Letter](#)

[Naming Facilities Guideline Resolution](#)

6. Public Comments

7. Adjournment



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-11:047 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 6/8/2011 **In control:** Public Works Council Committee
On agenda: **Final action:**
Title: Minutes for the Public Works Committee meeting on June 7, 2011
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

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

title
Minutes for the Public Works Committee meeting on June 7, 2011



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Meeting Minutes - Draft Public Works Council Committee

Tuesday, June 7, 2011

5:30 PM

Huntington Building

1. Call To Order

Mayor Perrin was also in attendance.

Present 4 - Chris Moore; John Street; Mitch Johnson and Charles Coleman

Absent 2 - Gene Vance and Darrel Dover

2. Approval of minutes

MIN-11:037 Minutes for the Public Works Committee meeting on May 3, 2011

Attachments: [Minutes](#)

A motion was made by Councilman Chris Moore, seconded by Councilman Charles Coleman, that this matter be Passed. The motion PASSED by a unanimous vote

Aye: 3 - Chris Moore; Mitch Johnson and Charles Coleman

Absent: 2 - Gene Vance and Darrel Dover

3. New Business

Overhill Road & Nettleton Avenue intersection

Councilman Chris Moore explained Mr. John Bradley who lives on the corner of Overhill Road and Nettleton Avenue has requested someone with the City review that area due to traffic blocking the intersection. He added Mr. Bradley would like for a No Parking sign for a certain distance be put up. Mayor Perrin stated he would have someone look into it tomorrow morning. Councilman Moore requested that Mr. Bradley be contacted at 1400 West Nettleton concerning this.

4. Pending Items

RES-11:054 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH MORRIS-KIDD, LLC FOR THE 2011 SIDEWALK IMPROVEMENTS

Sponsors: Engineering

Attachments: [Specifications.pdf](#)
[Bid Tab.pdf](#)
[Certification Letter.pdf](#)
[Checklist.pdf](#)

Councilman Moore asked why this resolution was tabled. City Engineer Craig Light explained Mark Morris of Morris-Kidd is the brother of Michael Morris who works for the City as an Engineer. He added Michael Morris will not be involved in the construction or any other related task to do with the project and there shouldn't be any conflicts.

Councilman Moore then asked if Mark Morris hired his brother to design the plans. Mr. Light answered no. He added Michael Morris works for the City and designed the plans for the City. He stated when the City put the project out to bid Mr. Mark Morris bid on the project and was the lowest bidder.

Mayor Perrin explained he had received some calls from Council members concerning this so he checked with City Attorney Phillip Crego who stated there would be no problem at all. Chairman Street noted due to the nature of this the City took extra precaution to make sure it was ok.

A motion was made by Councilman Chris Moore, seconded by Councilman Charles Coleman, that this matter be Recommended to Council. The motion PASSED by a unanimous vote

Aye: 3 - Chris Moore, Mitch Johnson and Charles Coleman

Absent: 2 - Gene Vance and Darrel Dover

Long-range facilities update

Mr. Light explained the City should have possession of the mechanic shop by mid-July and the warehouse should have concrete placed this week or next week. He added the City has bid out the vehicle shed building, but the City will be holding the bid so they can conduct an internal review before bringing it to Council. He further explained the administration building will be out to bid this Sunday and the storage building should be ready for bid the next Sunday.

Councilman Moore asked for an update concerning the study for additional office space at City Hall. Mayor Perrin answered several options will be discussed tomorrow at the Building and Facilities Committee meeting and he hopes to bring the recommendation to Council within a month.

5. Other Business

ORD-11:045

AN ORDINANCE TO PROVIDE FOR THE EXECUTION AND MAINTENANCE OF A LETTER OF CREDIT TO BE ISSUED TO THE ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY

Sponsors: Engineering

Attachments: [Letter of Credit Extension \(2\)](#)

Chairman Street asked that this ordinance be placed on tonight's Council agenda.

Mayor Perrin noted this is standard procedure.

Councilman Moore asked if this is just to guarantee that the City has followed through with the post-closure obligations. Mayor Perrin answered yes. Mr. Light noted the previous line of credit is expiring so the City just needs to renew it.

A motion was made by Councilman Chris Moore, seconded by Councilman Charles Coleman, that this matter be Recommended to Council. The motion PASSED by a unanimous vote

Aye: 3 - Chris Moore; Mitch Johnson and Charles Coleman

Absent: 2 - Gene Vance and Darrel Dover

RES-11:108 A RESOLUTION TO APPROVE A REAL ESTATE LEASE BETWEEN THE CITY OF JONESBORO AND THE ARKANSAS GAME AND FISH COMMISSION

Sponsors: Mayor's Office

Attachments: [Lease Agreement](#)

Mayor Perrin explained he has received the lease from Game & Fish and City Attorney Crego has reviewed it and approved it as to form. He added the lease will start on June 1st and last 15 months while the Game & Fish Commission builds their new facility. He noted they have agreed to give the City \$16,000 up front for all lease holding improvements and to pay the City \$2,500 a month on the 10th of each month.

Councilman Moore inquired if the City has the contract. Mayor Perrin answered he has the resolution and lease.

A motion was made by Councilman Chris Moore, seconded by Councilman Charles Coleman, that this matter be Recommended to Council . The motion PASSED by a unanimous vote

Aye: 3 - Chris Moore; Mitch Johnson and Charles Coleman

Absent: 2 - Gene Vance and Darrel Dover

6. Public Comments

7. Adjournment

A motion was made by Councilman Chris Moore, seconded by Councilman Charles Coleman, that this meeting be Adjourned. The motion CARRIED by a Voice Vote.

Aye: 3 - Chris Moore; Mitch Johnson and Charles Coleman

Absent: 2 - Gene Vance and Darrel Dover



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-11:052 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 6/22/2011 **In control:** Public Works Council Committee
On agenda: **Final action:**
Title: Minutes for the special called Public Works Committee meeting on June 21, 2011
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

| Date | Ver. | Action By | Action | Result |
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title
Minutes for the special called Public Works Committee meeting on June 21, 2011



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Meeting Minutes - Draft Public Works Council Committee

Tuesday, June 21, 2011

6:00 PM

Huntington Building

Special Called Meeting

1. Call To Order

Mayor Perrin was also in attendance.

Present 5 - Gene Vance;Chris Moore;John Street;Mitch Johnson and Charles Coleman

Absent 1 - Darrel Dover

2. New Business

Resolutions To Be Introduced

RES-11:095

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH FRANK A. ROGERS & COMPANY, INC. FOR THE CONSTRUCTION OF THE CITY OF JONESBORO - VEHICLE STORAGE FACILITY - JOB NO. 2011:22

Sponsors: Engineering

Attachments: [Contract.pdf](#)
[Proposal.pdf](#)
[Bid Tab.pdf](#)

Chairman John Street stated Frank A. Rogers & Company had the lowest bid at \$624,834. He added this resolution needs to be placed on tonight's City Council agenda.

A motion was made by Councilman Gene Vance, seconded by Councilman Charles Coleman, that this matter be Recommended to Council . The motion PASSED by a unanimous vote

Aye: 4 - Gene Vance;Chris Moore;Mitch Johnson and Charles Coleman

Absent: 1 - Darrel Dover

3. Adjournment

A motion was made by Councilman Gene Vance, seconded by Councilman Mitch Johnson, that this meeting be Adjourned. The motion CARRIED by a Voice Vote.

Aye: 4 - Gene Vance;Chris Moore;Mitch Johnson and Charles Coleman

Absent: 1 - Darrel Dover



Legislation Details (With Text)

| | | | | | |
|-----------------------|---|----------------------|---|--------------------|--|
| File #: | ORD-11:051 | Version: | 1 | Name: | Amend the Code of Ordinances regarding yard waste collection |
| Type: | Ordinance | Status: | | Status: | To Be Introduced |
| File created: | 6/21/2011 | In control: | | In control: | Public Works Council Committee |
| On agenda: | | Final action: | | | |
| Title: | ORDINANCE AMENDING THE JONESBORO CODE OF ORDINANCES, §54-43, KNOWN AS YARD WASTE COLLECTION, FOR THE PURPOSE OF ESTABLISHING A TIPPING FEE FOR THE CITY OF JONESBORO SANITATION INCINERATOR | | | | |
| Sponsors: | Sanitation | | | | |
| Indexes: | Code of Ordinances amendment | | | | |
| Code sections: | Chapter 54 - Solid Waste | | | | |
| Attachments: | | | | | |

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

title

ORDINANCE AMENDING THE JONESBORO CODE OF ORDINANCES, §54-43, KNOWN AS YARD WASTE COLLECTION, FOR THE PURPOSE OF ESTABLISHING A TIPPING FEE FOR THE CITY OF JONESBORO SANITATION INCINERATOR

body

BE IT ORDAINED, by the City Council of the City of Jonesboro, Arkansas, that §54-43, known as Yard Waste Collection, shall be repealed in its entirety and replaced with the following:

SECTION 1

(a) Since it is a violation of State solid waste Regulation 22 for other than very small amount of yard waste to enter the solid waste stream going to any landfill within the State of Arkansas, yard waste generated by residents must not be placed in the residential containers. Violators will be in violation of State law and these rules and regulations.

(b) The City shall encourage the use of individual compost piles. An occupant of any single-family residence may maintain a compost pile that is a separated area containing alternate layers of plant refuse materials and soil maintained to facilitate decomposition and produce organic material to be used as a soil conditioner. A compost pile shall be maintained to prevent it becoming a nuisance by putrefying or attracting insects or animals.

(c) The City of Jonesboro is permitted to operate a yard waste facility at 2650 Lacy Drive. The City's yard waste facility receives only yard waste consisting of bagged and un-bagged grass clippings and leaves, brush, limbs, shrubbery, and approved vegetative and woody materials. Yard waste must be free of plastic, refuse, garbage, trash, paper, non-wood debris and excessive soil. The resident is responsible for making sure the yard waste is free of inappropriate waste materials and must comply with the directions for sorting given by yard waste facility personnel. Inappropriate waste materials must be removed from the City's yard waste facility by resident. Yard waste materials must be unloaded by the city resident.

(d) A tipping fee is hereby established for the City of Jonesboro incinerator and shall be determined by the Jonesboro City Council in the form of a resolution.

(e) Commercial Businesses, Lawn Care and Tree Service Companies, and Contractors will be subject to the current tipping fees determined by the Jonesboro City Council and must obtain and provide approved documentation from City Collector upon request.

(f) County Residents will be subject to the current tipping fees determined by the Jonesboro City Council and must provide correct billing information, phone number, proof of address (such as an utility bill, and drivers license).

SECTION 2

This ordinance being necessary for the financial continuity of the City of Jonesboro, there is hereby declared to be an emergency and this ordinance shall take effect from and after its passage and approval.



Legislation Details (With Text)

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|-----------------------|---|----------------------|---|----------------------|---|
| File #: | RES-11:106 | Version: | 1 | Name: | Maintenance agreement for Horseshoe Trail Estates |
| Type: | Resolution | Status: | | Status: | To Be Introduced |
| File created: | 6/7/2011 | In control: | | In control: | Public Works Council Committee |
| On agenda: | | Final action: | | Final action: | |
| Title: | A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR HORSESHOE TRAIL ESTATES, PHASE 1, A RESIDENTIAL SUBDIVISION | | | | |
| Sponsors: | Engineering | | | | |
| Indexes: | | | | | |
| Code sections: | | | | | |
| Attachments: | Maintenance Agreement.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
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Title

A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR HORSESHOE TRAIL ESTATES, PHASE 1, A RESIDENTIAL SUBDIVISION

Body

WHEREAS, the Section 112-157 of the Jonesboro Municipal Code requires that a Maintenance Agreement be executed between the Developer and the City prior to recording the final plat;

WHEREAS, HLB Investments, LLC has submitted a Maintenance Agreement for Stormwater Management Facilities for Horseshoe Trail Estates, Phase 1 development;

WHEREAS, the City Engineer and City Attorney have reviewed the attached Maintenance Agreement and find it to be in compliance with the Stormwater Management Regulations.

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

Section 1: That the City of Jonesboro accepts a Maintenance Agreement for Stormwater Management Facilities with HLB Investments, LLC and authorizes the filing of a record plat for Horseshoe Trail Estates, Phase 1 development.

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

**MAINTENANCE AGREEMENT
FOR STORMWATER MANAGEMENT FACILITIES**

Property Identification

Project Name: Horseshoe Trail Estates, Phase 4
Project Address: SAM
Owner(s): HLB Investments LLC
Owner Address: 509 Jill Dr
City: Jonesboro State: AR Zip Code: 72404

In accordance with Section 112-157 of the Jonesboro Municipal Code, this agreement is made and entered into this 6 day of June, 2011, by and between the City of Jonesboro, an Arkansas municipal corporation, hereinafter called the "City" and HLB Investments, LLC, hereinafter called the "Developer".

WITNESSTH, that:

WHEREAS, The Developer is proceeding to build on and develop the property in accordance with the Stormwater Management Plan (the "Plan") approved by the City and the recorded plat (the "Plat") for Horseshoe Trail Estates, Phase 4 as recorded in the records of Craighead County, Arkansas.

WHEREAS, the City and the Developer, its successors and assigns, including any homeowner association, agree that the health, safety, and welfare of the residents of the City of Jonesboro, Arkansas require that on-site stormwater runoff management facilities be constructed and maintained on the property.

WHEREAS, the City requires that on-site stormwater runoff management facilities as shown on the plan be constructed and adequately maintained by the Developer, its successors and assigns, including any homeowner association.

WHEREAS, adequate maintenance is defined herein as the general upkeep of the facilities, specifically the mowing and trimming of grasses or other vegetative cover and the removal of litter and other minor debris that could impact the functionality of the facility or that would otherwise be considered unsightly or a nuisance.

WHEREAS, the City of Jonesboro shall be responsible, after construction and final acceptance of the development, for the operation and long-term maintenance of all drainage structures and improved watercourses which are part of the City of Jonesboro Stormwater Management System and which are not constructed and maintained by or under the jurisdiction of any State or Federal agency.

WHEREAS, Long-term maintenance is defined herein as the removal of sediment deposits, re-grading or shaping of embankments, drainage channels, and detention areas, and the repair or replacement of piping networks, and other underground drainage structures.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties agree as follows:

1. The on-site stormwater runoff management facilities shall be constructed by the Developer, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Developer, its successors and assigns, including any homeowner association, shall adequately maintain the on-site stormwater runoff management facilities.
3. The Developer, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property to inspect and perform long-term maintenance of the on-site stormwater runoff management facilities whenever the City deems necessary.
4. In the event the Developer, its successors and assigns, fails to adequately maintain the stormwater runoff management facilities, the City may enter upon the Property upon thirty (30) days written notification or earlier, if deemed an emergency, and take whatever steps necessary to correct the deficiencies and charge the costs of such corrective action to the Developer, its successors and assigns. The Developer, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City including all labor, equipment, supplies, materials, and the like. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Developer outside of the easement for the on-site stormwater runoff management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this agreement be construed to impose any such obligation on the City.
5. This agreement shall be recorded among the land records of Craighead County, Arkansas and shall constitute a covenant running with the land, and shall be binding on the Developer, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowner association.
6. This Agreement is binding upon and inures to the benefit of the City, and the Developer, the Developer's successors and assigns, any property owners' association or homeowners' association created which pertains to all or any part of the property and any individual lot owner who has purchased all or any part of the property referred to in this Agreement. The terms of this Agreement are enforceable on all of the above parties.
7. In the event any party to this Maintenance Agreement must employ a lawyer to enforce the terms and obligations set out in this Agreement and litigation ensue, the prevailing party, as determined under Arkansas Law, shall be entitled to recover not only court costs as defined under Arkansas Law but all costs of litigation, including a reasonable attorney's fee.
8. This Agreement is the complete agreement and understanding between the parties who have executed this Agreement. There are no other agreements, either oral or written. All prior or contemporaneous statements, representations, or guarantees are declared void. This Agreement may be amended only by a written document signed by all parties.

| | | | |
|--------------|--------------------------------------|----------------------------------|-----------------------|
| Owner/Agent: | <u>Dennis Burkes</u> Printed Name | <u>DCB RB</u> Signature | <u>6-6-11</u> Date |
| Owner/Agent: | <u>Nancy Burkes</u> Printed Name | <u>Nancy Burkes</u> Signature | <u>6-6-11</u> Date |

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day before me, the undersigned officer, personally appeared Dennis + Nancy Burks to me well known to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had executed the same for the purposes therein stated and set forth.

WITNESS my hand and seal this 6th day of June, 2014.

Beverly Craig
Notary Public (Printed Name)

Beverly Craig
Notary Public (Signature)



My Commission Expires: 2-25-2020

Accepted by:

Mayor

Date

City Clerk

Date



Legislation Details (With Text)

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|-----------------------|---|----------------------|---|----------------------|--|
| File #: | RES-11:112 | Version: | 1 | Name: | Sale of property at 6600 Nestle to John Carter |
| Type: | Resolution | Status: | | Status: | To Be Introduced |
| File created: | 6/20/2011 | In control: | | In control: | Public Works Council Committee |
| On agenda: | | Final action: | | Final action: | |
| Title: | A RESOLUTION TO THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND CITY CLERK TO SELL PROPERTY LOCATED AT 6600 NESTLE ROAD | | | | |
| Sponsors: | Mayor's Office | | | | |
| Indexes: | Property sale | | | | |
| Code sections: | | | | | |
| Attachments: | Offer.pdf Survey.pdf Warranty Deed.pdf | | | | |

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

Title

A RESOLUTION TO THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS
AUTHORIZING THE MAYOR AND CITY CLERK TO SELL PROPERTY LOCATED AT 6600 NESTLE
ROAD

Body

WHEREAS, the City of Jonesboro is the owner of the property located at 6600 Nestle Road;

WHEREAS, the City of Jonesboro has received a bonafide offer from John Carter who desires to purchase the property located at 6600 Nestle Road, owned by the City of Jonesboro, Arkansas being more particularly described as follows:

The North 247.5 feet of the Northwest Quarter of the Southwest Quarter of Section 8, Township 13 North, Range 5 East, LESS AND EXCEPT the North 210 feet of the West 210 feet thereof, and LESS AND EXCEPT 180 feet right of way permit in favor of Arkansas Power and Light Company as shown by instrument recorded in deed record 292 page 704 at Jonesboro, Arkansas and Subject to Public Road right-of-way along the North and West sides thereof, AND the North 214.5 feet of the South 1072.5 feet of the Northwest Quarter of the Southwest Quarter of Section 8, Township 13 North, Range 5 East, subject to Public Road right of way along the West side thereof.

WHEREAS, it is in the best interest of the City of Jonesboro that said property be sold to John Carter for the sum of \$12,000.00

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

Section 1: The Mayor and City Clerk are hereby authorized and directed to sell the above described property to John Carter for the sum of \$12,000.00 and execute any and all documents necessary to effectuate this transfer.

TO

City of Jonesboro

Offer-Bid for 8 AC Property


AT Hight Community

Nestle RD

Bid \$12,000.00

John Carter

870-219-9091

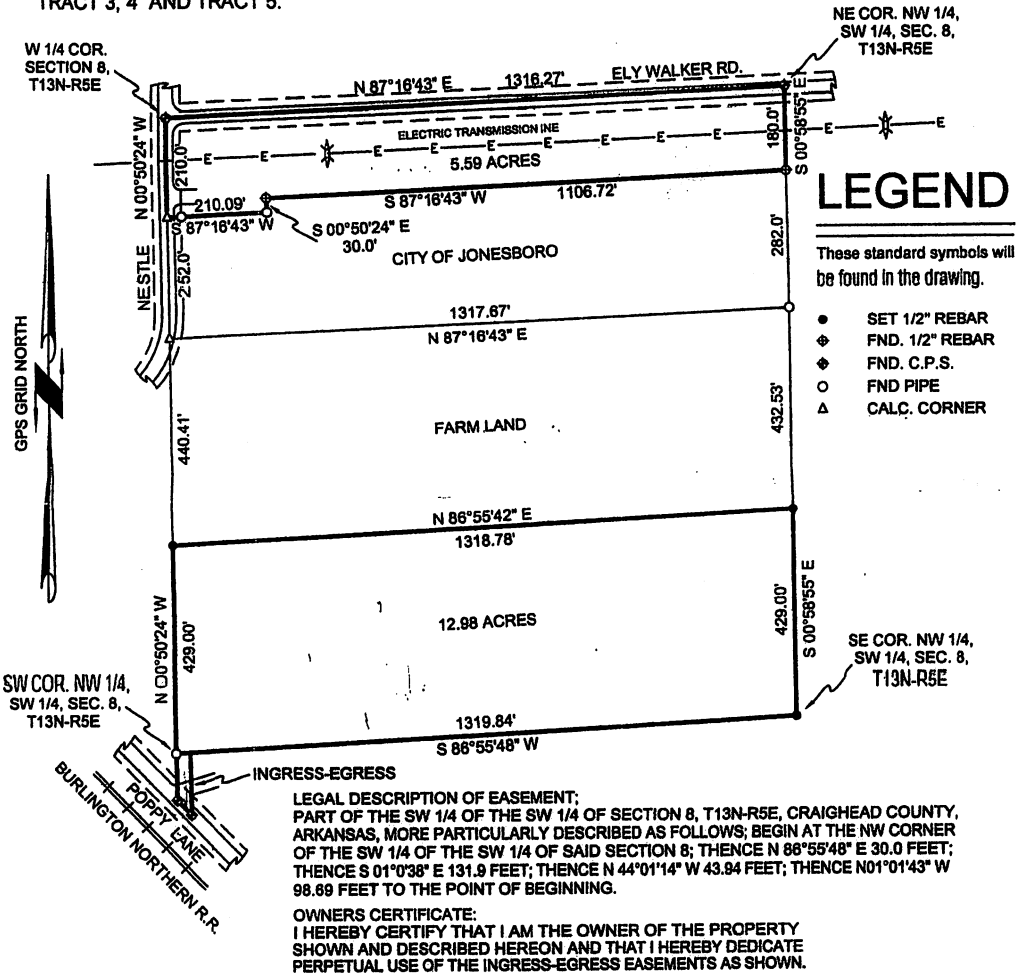
 Mr. John Carter
3925 Renee Dr
Jonesboro, AR 72404

5.59 ACRE TRACT

PART OF THE NW 1/4 OF THE SW 1/4 OF SECTION 8, T13N-R5E, CRAIGHEAD COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGIN AT THE WEST QUARTER CORNER OF SAID SECTION 8; THENCE N 87°16'43" E 1316.27 FEET; THENCE S 00°58'55" E 180.00 FEET; THENCE S 87°16'43" W 1106.72 FEET; THENCE S 00°50'24" E 30.0 FEET; THENCE S 87°16'43" W 210.0 FEET; THENCE N 00°50'24" W 210.0 FEET TO THE POINT OF BEGINNING, BEING THE SAME PROPERTY DESCRIBED IN A WARRANTY DEED FROM BILLY H. McCOY TO BILL STONE ON MARCH 18, 2003 AND CALLED TRACT 1 AND TRACT 2. BEING SUBJECT TO ROAD RIGHT-OF-WAY ACROSS THE NORTH AND WEST SIDES AND AN ELECTRIC TRANSMISSION LINE RUNNING THROUGH THE MIDDLE OF SAID PROPERTY.

12.98 ACRE TRACT

PART OF THE NW 1/4 OF THE SW 1/4 OF SECTION 8, T13N-R5E, CRAIGHEAD COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGIN AT THE SW CORNER OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 8; THENCE N 00°50'24" W 429.0 FEET; THENCE N 86°55'42" E 1318.78 FEET; THENCE S 00°58'55" E 429.0 FEET; THENCE S 86°55'48" W 1319.84 FEET TO THE POINT OF BEGINNING, CONTAINING 12.98 ACRES, MORE OR LESS. BEING THE SAME PROPERTY DESCRIBED IN A WARRANTY DEED FROM BILLY H. McCOY TO BILL STONE ON MARCH 18, 2003 AND CALLED TRACT 3, 4 AND TRACT 5.



LEGEND

These standard symbols will be found in the drawing.

- SET 1/2" REBAR
- ◆ FND. 1/2" REBAR
- ◆ FND. C.P.S.
- FND PIPE
- △ CALC. CORNER

LEGAL DESCRIPTION OF EASEMENT:
 PART OF THE SW 1/4 OF THE SW 1/4 OF SECTION 8, T13N-R5E, CRAIGHEAD COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGIN AT THE NW CORNER OF THE SW 1/4 OF THE SW 1/4 OF SAID SECTION 8; THENCE N 86°55'48" E 30.0 FEET; THENCE S 01°0'38" E 131.9 FEET; THENCE N 44°01'14" W 43.94 FEET; THENCE N01°01'43" W 98.89 FEET TO THE POINT OF BEGINNING.

OWNERS CERTIFICATE:
 I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I HEREBY DEDICATE PERPETUAL USE OF THE INGRESS-EGRESS EASEMENTS AS SHOWN.

CARL WARD _____ DATE _____



PLAT OF SURVEY

TURMAN CONSTRUCTION, INC. 4744 STADIUM JONESBORO, ARKANSAS 72404

ADAMSON LAND SURVEYING, 1504 BRANCHWOOD LANE, JONESBORO ARKANSAS, 72404 PH: 932-6900 PLAN SCALE: 1" = 300.00'

| | | |
|----------|------------|------------------|
| REVISION | | |
| DATE: | 11/06/2008 | SHEET ONE OF ONE |



WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT JOYCE D. WATTS AND BERL H. WATTS, GRANTORS, for and in consideration of the sum of Twenty One Thousand Two Hundred Fifty Dollars (\$ 21,250.00), and other good and valuable consideration paid by CITY OF JONESBORO, A MUNICIPAL CORPORATION, GRANTEE the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said Grantee, and unto its heirs and assigns forever, the following described lands situated in the County of Craighead, State of Arkansas:

The North 247.5 feet of the Northwest Quarter of the Southwest Quarter of Section 8, Township 13 North, Range 5 East, LESS AND EXCEPT the North 210 feet of the West 210 feet thereof, and LESS AND EXCEPT 180 feet right of way permit in favor of Arkansas Power and Light Company as shown by instrument recorded in deed record 292 page 704 at Jonesboro, Arkansas and Subject to Public Road right-of-way along the North and West sides thereof, AND the north 214.5 feet of the South 1072.5 feet of the Northwest Quarter of the Southwest Quarter of Section 8, Township 13 North, Range 5 East, subject to Public Road right of way along the West side thereof.

TO HAVE AND TO HOLD the same unto the said Grantee, and unto its heirs and assigns forever, with all tenements, appurtenances and hereditament thereunto belonging.

And we hereby covenant with said Grantee that we will forever warrant and defend the title to said lands against all lawful claims whatsoever.

IN WITNESS WHEREOF, we have hereunto affixed our signature for on this 18 day of Oct, 1996.

Joyce D. Watts
JOYCE D. WATTS

Berl H. Watts
BERL H. WATTS

STATE OF ARKANSAS

COUNTY OF CRAIGHEAD

ACKNOWLEDGMENT

On this day before me, the undersigned officer, personally appeared JOYCE D. WATTS AND BERL H. WATTS, to me well known to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they had executed the same for the purposes



Legislation Details (With Text)

| | | | | | |
|-----------------------|---|----------------------|---|----------------------|--|
| File #: | RES-11:113 | Version: | 1 | Name: | Establishing a tipping fee for the incinerator |
| Type: | Resolution | Status: | | Status: | To Be Introduced |
| File created: | 6/22/2011 | In control: | | In control: | Public Works Council Committee |
| On agenda: | | Final action: | | Final action: | |
| Title: | RESOLUTION TO ESTABLISH A TIPPING FEE FOR THE CITY OF JONESBORO INCINERATOR | | | | |
| Sponsors: | Sanitation | | | | |
| Indexes: | Policy - creation/amendment | | | | |
| Code sections: | | | | | |
| Attachments: | | | | | |

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

title
RESOLUTION TO ESTABLISH A TIPPING FEE FOR THE CITY OF JONESBORO INCINERATOR
body
WHEREAS, the City Council for the City of Jonesboro, Arkansas approved an ordinance establishing a tipping fee for the City of Jonesboro incinerator, mandating the fee be set by resolution and adopted by the Jonesboro City Council; and

WHEREAS, the Public Works Committee reviewed and recommended both the ordinance and proposed resolution to the Jonesboro City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Jonesboro, Arkansas, that:

Section 1 The tipping fee for the City of Jonesboro incinerator shall be set at \$27.00/ton plus current sales tax and a minimum fee of \$7.00 plus current sales tax up to five (500) pounds. From five (500) pounds up to two-thousand (2,000) pounds the rate shall be pro-rated.



Legislation Details (With Text)

File #: RES-11:115 **Version:** 1 **Name:** Free utilities for Dan Avenue locations
Type: Resolution **Status:** To Be Introduced
File created: 6/27/2011 **In control:** Public Works Council Committee
On agenda: **Final action:**
Title: A RESOLUTION REQUESTING FREE UTILITIES AT 2609 DAN AVENUE, 2611 DAN AVENUE, AND 2613 DAN AVENUE FOR THE CITY OF JONESBORO
Sponsors: Engineering
Indexes: Utility service from CWL
Code sections:
Attachments:

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

Title

A RESOLUTION REQUESTING FREE UTILITIES AT 2609 DAN AVENUE, 2611 DAN AVENUE, AND 2613 DAN AVENUE FOR THE CITY OF JONESBORO

Body

WHEREAS, the City of Jonesboro is requesting the City Water and Light Plant of Jonesboro provide free utilities at the following locations:

- 2609 Dan Avenue (Vehicle Storage)
- 2611 Dan Avenue (Aggregate Storage)
- 2613 Dan Avenue (Fuel Depot)

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

Section 1. That City Water and Light Plant of Jonesboro be requested by this resolution to provide free utilities to the locations listed above.

Section 2. To permit such services to be provided without charge, the City of Jonesboro hereby affirms to City Water and Light that the ultimate use of CWL utilities so provided is now and shall remain a use or purpose which the City is engaged in as part of its governmental or proprietary functions under authority to it by state law.



Legislation Details (With Text)

| | | | | | |
|-----------------------|---|----------------------|---|----------------------|---|
| File #: | RES-11:116 | Version: | 1 | Name: | Maintenance agreement for Pierce-Barco Minor Plat |
| Type: | Resolution | Status: | | Status: | To Be Introduced |
| File created: | 6/28/2011 | In control: | | In control: | Public Works Council Committee |
| On agenda: | | Final action: | | Final action: | |
| Title: | A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR PIERCE-BARCO MINOR PLAT, A RESIDENTAL SUBDIVISION | | | | |
| Sponsors: | Engineering | | | | |
| Indexes: | Contract | | | | |
| Code sections: | | | | | |
| Attachments: | Maintenance Agreement.pdf | | | | |

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

Title

A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR PIERCE-BARCO MINOR PLAT, A RESIDENTAL SUBDIVISION

..Body

WHEREAS, the Section 112-157 of the Jonesboro Municipal Code requires that a Maintenance Agreement be executed between the Developer and the City prior to recording the final plat;

WHEREAS, Brittany Pierce has submitted a Maintenance Agreement for Stormwater Management Facilities for Pierce-Barco Minor Plat;

WHEREAS, the City Engineer and City Attorney have reviewed the attached Maintenance Agreement and find it to be in compliance with the Stormwater Management Regulations.

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

Section 1: That the City of Jonesboro accepts a Maintenance Agreement for Stormwater Management Facilities with Brittany Pierce and authorizes the filing of a record plat for Pierce-Barco Minor Plat.

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

**MAINTENANCE AGREEMENT
FOR STORMWATER MANAGEMENT FACILITIES**

Property Identification

Project Name: Pierce - Barco Minor Plat
Project Address: 1020 E Thomas Green
Owner(s): Bathany Pierce
Owner Address: 1020 E Thomas Green
City: Jonesboro State: AK Zip Code: 72401

In accordance with Section 112-157 of the Jonesboro Municipal Code, this agreement is made and entered into this 27 day of June, 2011, by and between the City of Jonesboro, an Arkansas municipal corporation, hereinafter called the "City" and Bathany Pierce, hereinafter called the "Developer".

WITNESSTH, that:

WHEREAS, The Developer is proceeding to build on and develop the property in accordance with the Stormwater Management Plan (the "Plan") approved by the City and the recorded plat (the "Plat") for 1020 E Thomas Green as recorded in the records of Craighead County, Arkansas.

WHEREAS, the City and the Developer, its successors and assigns, including any homeowner association, agree that the health, safety, and welfare of the residents of the City of Jonesboro, Arkansas require that on-site stormwater runoff management facilities be constructed and maintained on the property.

WHEREAS, the City requires that on-site stormwater runoff management facilities as shown on the plan be constructed and adequately maintained by the Developer, its successors and assigns, including any homeowner association.


WHEREAS, adequate maintenance is defined herein as the general upkeep of the facilities, specifically the mowing and trimming of grasses or other vegetative cover and the removal of litter and other minor debris that could impact the functionality of the facility or that would otherwise be considered unsightly or a nuisance.

WHEREAS, the City of Jonesboro shall be responsible, after construction and final acceptance of the development, for the operation and long-term maintenance of all drainage structures and improved watercourses which are part of the City of Jonesboro Stormwater Management System and which are not constructed and maintained by or under the jurisdiction of any State or Federal agency.

WHEREAS, Long-term maintenance is defined herein as the removal of sediment deposits, re-grading or shaping of embankments, drainage channels, and detention areas, and the repair or replacement of piping networks, and other underground drainage structures.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties agree as follows:

1. The on-site stormwater runoff management facilities shall be constructed by the Developer, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Developer, its successors and assigns, including any homeowner association, shall adequately maintain the on-site stormwater runoff management facilities.
3. The Developer, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property to inspect and perform long-term maintenance of the on-site stormwater runoff management facilities whenever the City deems necessary.
4. In the event the Developer, its successors and assigns, fails to adequately maintain the stormwater runoff management facilities, the City may enter upon the Property upon thirty (30) days written notification or earlier, if deemed an emergency, and take whatever steps necessary to correct the deficiencies and charge the costs of such corrective action to the Developer, its successors and assigns. The Developer, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City including all labor, equipment, supplies, materials, and the like. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Developer outside of the easement for the on-site stormwater runoff management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this agreement be construed to impose any such obligation on the City.
5. This agreement shall be recorded among the land records of Craighead County, Arkansas and shall constitute a covenant running with the land, and shall be binding on the Developer, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowner association.
6. This Agreement is binding upon and inures to the benefit of the City, and the Developer, the Developer's successors and assigns, any property owners' association or homeowners' association created which pertains to all or any part of the property and any individual lot owner who has purchased all or any part of the property referred to in this Agreement. The terms of this Agreement are enforceable on all of the above parties.
7. In the event any party to this Maintenance Agreement must employ a lawyer to enforce the terms and obligations set out in this Agreement and litigation ensue, the prevailing party, as determined under Arkansas Law, shall be entitled to recover not only court costs as defined under Arkansas Law but all costs of litigation, including a reasonable attorney's fee.
8. This Agreement is the complete agreement and understanding between the parties who have executed this Agreement. There are no other agreements, either oral or written. All prior or contemporaneous statements, representations, or guarantees are declared void. This Agreement may be amended only by a written document signed by all parties.

| | | | |
|--------------|--|---|--------------------------|
| Owner/Agent: | <u>Brittany Pierce</u> Printed Name |  Signature | <u>6/27/2011</u> Date |
| Owner/Agent: | _____ Printed Name | _____ Signature | _____ Date |

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day before me, the undersigned officer, personally appeared Bobby Prew to me well known to be the person whose name is subscribed to the foregoing instrument and acknowledged that he had executed the same for the purposes therein stated and set forth.

WITNESS my hand and seal this 27 day of June 2011.

Patricia Parsons

Notary Public (Printed Name)

Patricia Parsons
Notary Public (Signature)



My Commission Expires: 12/28/14

Accepted by:

Mayor

Date

City Clerk

Date



Legislation Details (With Text)

| | | | | | |
|-----------------------|--|----------------------|---|----------------------|--|
| File #: | RES-11:117 | Version: | 1 | Name: | Maintenance agreement for Vaden Replat |
| Type: | Resolution | Status: | | Status: | To Be Introduced |
| File created: | 6/28/2011 | In control: | | In control: | Public Works Council Committee |
| On agenda: | | Final action: | | Final action: | |
| Title: | A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR VADEN REPLAT, A COMMERCIAL SUBDIVISION | | | | |
| Sponsors: | Engineering | | | | |
| Indexes: | Contract | | | | |
| Code sections: | | | | | |
| Attachments: | Maintenance Agreement.pdf | | | | |

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

Title

A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR VADEN REPLAT, A COMMERCIAL SUBDIVISION

Body

WHEREAS, the Section 112-157 of the Jonesboro Municipal Code requires that a Maintenance Agreement be executed between the Developer and the City prior to recording the final plat;

WHEREAS, Brad Vaden and Professional Title have submitted a Maintenance Agreement for Stormwater Management Facilities for Vaden Replat;

WHEREAS, the City Engineer and City Attorney have reviewed the attached Maintenance Agreement and find it to be in compliance with the Stormwater Management Regulations.

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

Section 1. That the City of Jonesboro accepts a Maintenance Agreement for Stormwater Management Facilities with Brad Vaden and Professional Title and authorizes the filing of a record plat for Vaden Replat.

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

RP 11-29

**MAINTENANCE AGREEMENT
FOR STORMWATER MANAGEMENT FACILITIES**

Property Identification

Project Name: Vaden Replat (Team Clean / Professional Title)
Project Address: 740 and 730 Southwest Drive (respectively)
Owner(s): Brad Vaden and Professional Title (respectively)
Owner Address: Team Clean

Owner Address: Professional Title – 906 "A" Southwest Drive
City: Jonesboro **State:** AR **Zip Code:** 72401

| | |
|--|--|
| City of Jonesboro ARKANSAS | DATE <u>06-17-11</u> FILE # <u>RP 11-29</u> |
| <input checked="" type="checkbox"/> FINAL APPROVAL | |
| <input type="checkbox"/> PRELIMINARY (NOT FOR RECORDING) | |
| APPROVED BY: | |
| PLANNING DEPT | _____ |
| ENGINEERING DEPT | _____ |

In accordance with Section 112-157 of the Jonesboro Municipal Code, this agreement is made and entered into this 8th day of June, 2011, by and between the City of Jonesboro, an Arkansas municipal corporation, hereinafter called the "City" and Brad Vaden, and Professional Title, hereinafter called the "Developers".

WITNESSTH, that:

WHEREAS, The Developer is proceeding to build on and develop the property in accordance with the Stormwater Management Plan (the "Plan") approved by the City and the recorded plat (the "Plat") for Vaden Replat of Part of Lot 6 of Melton Manor Addition, Jonesboro, Arkansas, as recorded in the records of Craighead County, Arkansas.

WHEREAS, the City and the Developer, its successors and assigns, including any homeowner association, agree that the health, safety, and welfare of the residents of the City of Jonesboro, Arkansas require that on-site stormwater runoff management facilities be constructed and maintained on the property.

WHEREAS, the City requires that on-site stormwater runoff management facilities as shown on the plan be constructed and adequately maintained by the Developer, its successors and assigns, including any homeowner association.

WHEREAS, adequate maintenance is defined herein as the general upkeep of the facilities, specifically the mowing and trimming of grasses or other vegetative cover and the removal of litter and other minor debris that could impact the functionality of the facility or that would otherwise be considered unsightly or a nuisance.

WHEREAS, the City of Jonesboro shall be responsible, after construction and final acceptance of the development, for the operation and long-term maintenance of all drainage structures and improved watercourses which are part of the City of Jonesboro Stormwater Management System and which are not constructed and maintained by or under the jurisdiction of any State or Federal agency.

WHEREAS, Long-term maintenance is defined herein as the removal of sediment deposits, re-grading or shaping of embankments, drainage channels, and detention areas, and the repair or replacement of piping networks, and other underground drainage structures.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties agree as follows:

1. The on-site stormwater runoff management facilities shall be constructed by the Developer, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Developer, its successors and assigns, including any homeowner association, shall adequately maintain the on-site stormwater runoff management facilities.
3. The Developer, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property to inspect and perform long-term maintenance of the on-site stormwater runoff management facilities whenever the City deems necessary.
4. In the event the Developer, its successors and assigns, fails to adequately maintain the stormwater runoff management facilities, the City may enter upon the Property upon thirty (30) days written notification or earlier, if deemed an emergency, and take whatever steps necessary to correct the deficiencies and charge the costs of such corrective action to the Developer, its successors and assigns. The Developer, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City including all labor, equipment, supplies, materials, and the like. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Developer outside of the easement for the on-site stormwater runoff management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this agreement be construed to impose any such obligation on the City.
5. This agreement shall be recorded among the land records of Craighead County, Arkansas and shall constitute a covenant running with the land, and shall be binding on the Developer, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowner association.
6. This Agreement is binding upon and inures to the benefit of the City, and the Developer, the Developer's successors and assigns, any property owners' association or homeowners' association created which pertains to all or any part of the property and any individual lot owner who has purchased all or any part of the property referred to in this Agreement. The terms of this Agreement are enforceable on all of the above parties.
7. In the event any party to this Maintenance Agreement must employ a lawyer to enforce the terms and obligations set out in this Agreement and litigation ensue, the prevailing party, as determined under Arkansas Law, shall be entitled to recover not only court costs as defined under Arkansas Law but all costs of litigation, including a reasonable attorney's fee.
8. This Agreement is the complete agreement and understanding between the parties who have executed this Agreement. There are no other agreements, either oral or written. All prior or contemporaneous statements, representations, or guarantees are declared void. This Agreement may be amended only by a written document signed by all parties.

| | | | |
|--------------|------------------------|------------------|---------|
| Owner/Agent: | Professional Telle Co. | Carroll Caldwell | 6/10/11 |
| | Printed Name | Signature member | Date |
| Owner/Agent: | Team Clean | Brad Vaden | 6/10/11 |
| | Printed Name | Signature | Date |
| | | Brad Vaden | |

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day before me, the undersigned officer, personally appeared Carroll Caldwell to me well known to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had executed the same for the purposes therein stated and set forth.

WITNESS my hand and seal this 10 day of June, 2011.

Lisa Thompson
Notary Public (Printed Name)

Lisa Thompson
Notary Public (Signature)



My Commission Expires: 9-09-2015

Accepted by:

Mayor

Date

City Clerk

Date

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day before me, the undersigned officer, personally appeared Brad Warden to me well known to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had executed the same for the purposes therein stated and set forth.

WITNESS my hand and seal this 16th day of June, 2014.

GAIL CARDWELL
Notary Public (Printed Name)

Gail Cardwell
Notary Public (Signature)



My Commission Expires: 6-19-2019

Accepted by:

Mayor

Date

City Clerk

Date



Legislation Details (With Text)

File #: COM-11:050 **Version:** 1 **Name:** Rename North Main Park in honor of Rev. Dr. Herman Lewellen

Type: Other Communications **Status:** To Be Introduced

File created: 6/29/2011 **In control:** Public Works Council Committee

On agenda: **Final action:**

Title: RENAMING REQUEST OF PARK AT NORTH MAIN AND ALLEN STREET IN HONOR OF THE LATE REV. DR. HERMAN L. LEWELLEN

Sponsors: Mayor's Office

Indexes: Other

Code sections:

Attachments: [Curtis Tate Request Letter](#)
[Naming Facilities Guideline Resolution](#)

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

Title

RENAMING REQUEST OF PARK AT NORTH MAIN AND ALLEN STREET IN HONOR OF THE LATE REV. DR. HERMAN L. LEWELLEN

6-17-11

The Honorable Harold Perrin
Mayor of Jonesboro
515 West Washington Avenue
Jonesboro, Arkansas 72401

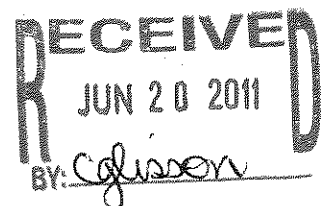
Dear Mayor Perrin,

I would like to start first by saying what a great job you are doing in leading our fine city forward. I feel certain that majority of the citizens have the same sentiments as I. Some time ago some of those citizens approached the city's administration with the request of honoring some of our most prolific citizens by re-naming some of our city parks/landmarks after them. Rev. Dr. Herman L. Lewellen was one of those citizens whose name was submitted. We were told at that time the re-naming of parks/landmarks would only be considered after that person has passed on. With the recent death of Rev. Lewellen, I am taking it upon myself to petition the present city's administration to consider re-naming the park located at the corner of North Main and Allen Street in the honor of this great humanitarian. If by chance this request is granted, I will personally spearhead a formal dedication ceremony in honor of Rev. Lewellen and his family. I know I could speak for others in saying that this is the least we could do for someone who made tremendous contributions to the progress of this great place in which we live.

With the most sincere thanks,



Curtis L. Tate





City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Certified Copy

Resolution: 2005:120

File Number: RES-05:402

Enactment Number: 2005:120

RESOLUTION TO ESTABLISH GUIDELINES FOR NAMING PUBLIC PARKS, STREETS AND FACILITIES

WHEREAS, the City of Jonesboro desires to establish guidelines for the naming of public parks, streets, public facilities and any parts thereof, and

WHEREAS, there are no guidelines currently in place.

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

SECTION 1. The naming of public parks, publicly-held facilities and/or streets will be based on the sites relationship to the following criteria:

- A. Neighborhood, geographic or common usage identification;
- B. A historical figure, place, event or other instance of historical or cultural significance;
- C. Natural or geological features;
- D. An individual (living or deceased) who has made a significant land and/or monetary contribution to the community or who has had the contribution made "in memoriam" and when the name has been stipulated as a condition of the donation; or
- E. An individual or employee who has contributed outstanding service to the City for a period of 20 years or longer.

SECTION 2. Designation of Name by City Council.

The City Council may designate the names of public parks, publicly-held facilities and/or streets. The City Council may choose to make its selection after receiving written recommendation for any one of the city's advisory boards, or a specially appointed ad hoc committee, based upon public input from individuals and organizations,. Such written recommendation shall state how the proposed name(s) meet(s) the criteria in Section 1. If a contest or competition is to be held to determine the name of the public park, publicly-held facility and/or street, the advisory board/ad hoc committee shall establish guidelines and rules for the contest. No city funds shall be used for any contest prizes.

SECTION 3. Naming of Interior Features.

The interior features of a public park or publicly-held facility may be named separately from the main part or facility; and should be bestowed with the intention that it will be permanent, and changes should be strongly resisted. Criteria for naming interior features will be determined using guidelines set forth in Sections 1 and 2 of this Resolution. Name changes shall be subject to procedures set forth in Sections 1 and 2.

SECTION 4. Renaming Procedure.

A name, once selected for a public park, publicly-held facility and/or street should be bestowed with the intention that it will be permanent and changes should be strongly resisted. Name changes shall be subject to the procedures set forth in Sections 1 and 2.

SECTION 5. Signing.

Following the selection of a public park, publicly-held facility and/or street by the City Council, the public works department will identify the specific park, publicly-held facility or street by appropriate signage.

SECTION 6. Severability.

If any provision of this Resolution or its application to any person or circumstances is held invalid, the remainder of the Resolution or the application of the provisions to other person or circumstances is not affected.

This resolution passed at the regular meeting of the City Council for the City of Jonesboro on this 4th day of October, 2005.

At a meeting of the on , a motion was made by , seconded by , that this Resolution be Passed. The motion passed.