



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Public Works Council Committee

Monday, September 20, 2021

4:00 PM

Municipal Center, 300 S. Church

SPECIAL CALLED MEETING

1. Call To Order

2. Roll Call by City Clerk April Leggett

3. New Business

RESOLUTIONS TO BE INTRODUCED

RES-21:170 A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH CITY WATER AND LIGHT (CWL) FOR ELECTRIC VEHICLE STATION EQUIPMENT (EVSE)

Sponsors: Engineering

Attachments: [EVCS Agreement \(CWL and City of Jonesboro\)](#)

RES-21:173 A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 805 CREATH AVENUE FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

Sponsors: Engineering and Finance

Attachments: [Offer and Acceptance - 805 Creath Avenue](#)

RES-21:174 A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 707 CREATH AVENUE FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

Sponsors: Engineering and Finance

Attachments: [Offer and Acceptance - 707 Creath Aveune](#)

RES-21:191 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT DRAINAGE EASEMENT FROM SCOTT YOUNGE THE PURPOSE OF MAKING DRAINAGE IMPROVEMENTS

Sponsors: Engineering

Attachments: [Permanent Drainage Easement - 4119 Stadium Blvd](#)

RES-21:192 A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 233 S FISHER STREET FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

Sponsors: Engineering

Attachments: [233 South Fisher - Offer and Acceptance](#)

RES-21:193 A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 812 CREATH AVENUE FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

Sponsors: Engineering

Attachments: [Offer and Acceptance - 812 Creath Avenue](#)

RES-21:194 A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 1112 CREATH AVENUE FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

Sponsors: Engineering

Attachments: [Offer and Acceptance -1112 Creath Avenue](#)

RES-21:197 A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 232 S BRIDGE STREET FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

Sponsors: Engineering

Attachments: [Offer and Acceptatnce - 232 S Bridge Street](#)

4. Adjournment



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-21:170

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Public Works Council Committee

File Type: Resolution

A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH CITY WATER AND LIGHT (CWL) FOR ELECTRIC VEHICLE STATION EQUIPMENT (EVSE)

WHEREAS, City Water and Light (CWL) desires to provide Electric Vehicle Station Equipment (EVSE) to the City of Jonesboro; and

WHEREAS, the City of Jonesboro will provide public parking spaces for the EVSE; and

WHEREAS, both parties mutually agree this is beneficial to the citizens of Jonesboro; and

WHEREAS, the terms of the agreement are detailed in the attached Electric Vehicle Charging Station Agreement.

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

Section 1: The Mayor and City Clerk are hereby authorized to execute the documents necessary to effectuate this agreement and place 2 vehicle charging stations on city owned parking lots located on East Monroe and Union Street.

Electric Vehicle Charging Station Agreement

This agreement is between City Water and Light (CWL) and the City of Jonesboro regarding the electric vehicle station equipment (EVSE); whereas CWL desires to provide EVSE, whereas the City of Jonesboro will provide public parking. This agreement shall be mutually agreed upon by both parties with an initial term of five (5) years. At the end of the initial term, the term of this agreement shall automatically renew unless written notice of nonrenewal is provided by either party no later than one (1) year prior to expiration.

In consideration of the above agreement, CWL hereby agrees to indemnify and hold harmless the City of Jonesboro from any and all claims or causes of action to person or property, which may arise from CWL's design, installation, maintenance and/or removal of EVSE.

Likewise, the City of Jonesboro, as allowable by state law, hereby agrees to indemnify and hold harmless CWL from any and all claims or causes of action to person or property, which may arise from use of public parking spaces.

The effective date of this agreement shall be _____, 2021.

CWL agrees to the following:

1. Order and purchase EVSE.
2. Install, maintain, and, if need be, remove EVSE as well as provide and maintain the electric infrastructure for the EVSE.
3. Reimburse the City of Jonesboro for materials and installation of signage for EVSE parking.
4. Set rates and choose appropriate network/software for the use of EVSE.

The City of Jonesboro agrees to the following:

1. Provide parking spaces for the EVSE.
2. Ensure that parking spaces will remain as government-owned property available to the public for charging during the agreement terms, both initial term and renewal terms.
3. Monitor vehicles, in accordance with City ordinances, for parking in reserved spaces that are not electric vehicles or who are not using the EVSE.
4. Post signage indicating the parking space is reserved for "electric vehicle parking while charging only."
5. Maintain the area around EVSE including grass, parking spaces, etc.

ACCEPTED this _____ day of _____, 2021.



Jake Rice III, Manager
City Water and Light

Harold Copenhaver, Mayor
City of Jonesboro, Arkansas



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-21:173

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Public Works Council Committee

File Type: Resolution

A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 805 CREATH AVENUE FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

WHEREAS, the City of Jonesboro, Arkansas desires to purchase the following described right-of-way for the purpose of constructing and maintaining roadway improvements:

PART OF LOTS 7 & 11, BLOCK 3 OF BROADAWAY ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 11, BLOCK 3 OF BROADAWAY ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 89°29'09" EAST, ALONG THE NORTH LINE OF SAID BLOCK 3, 38.41 FEET; THENCE SOUTH 00°17'28" WEST, LEAVING SAID NORTH LINE, 11.40 FEET; THENCE SOUTH 89°07'42" WEST, 60.10 FEET; THENCE NORTH 00°17'28" EAST, 11.78 FEET TO THE NORTH LINE OF SAID BLOCK 3; THENCE NORTH 89°29'09" EAST, ALONG SAID NORTH LINE, 21.68 FEET TO THE POINT OF BEGINNING, CONTAINING 696 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

WHEREAS, an Offer has been made and accepted to the sell the above described property for the price of \$2,100.00.

WHEREAS, the attached Offer and Acceptance will be executed upon passage of this resolution.

WHEREAS, the funding for this purchase shall come from the Capital Improvement budget.

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

Section 1: The Mayor and City Clerk are hereby authorized to execute the documents necessary to effectuate this transaction.

**REAL ESTATE CONTRACT FOR CITY OF JONESBORO
OFFER AND ACCEPTANCE**

1. **BUYERS:** The Buyers, **CITY OF JONESBORO, A MUNICIPAL CORPORATION** offer to buy, subject to the terms set forth herein, the following

2. **PROPERTY DESCRIPTION: (805 CREATH AVENUE)**

PART OF LOTS 7 & 11, BLOCK 3 OF BROADAWAY ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 11, BLOCK 3 OF BROADAWAY ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 89°29'09" EAST, ALONG THE NORTH LINE OF SAID BLOCK 3, 38.41 FEET; THENCE SOUTH 00°17'28" WEST, LEAVING SAID NORTH LINE, 11.40 FEET; THENCE SOUTH 89°07'42" WEST, 60.10 FEET; THENCE NORTH 00°17'28" EAST, 11.78 FEET TO THE NORTH LINE OF SAID BLOCK 3; THENCE NORTH 89°29'09" EAST, ALONG SAID NORTH LINE, 21.68 FEET TO THE POINT OF BEGINNING, CONTAINING 696 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

3. **PURCHASE PRICE:** The Buyers will pay as total purchase price for said property, the sum of two thousand one hundred dollars **(\$2,100.00)**.

4. **CONVEYANCE:** Conveyance shall be made to Buyers or as directed by Buyers, by execution of Permanent Right-of-Way document, except it shall be subject to recorded restrictions and easements, if any, which do not materially affect the value of the property. Unless expressly reserved herein, such conveyance shall include mineral rights owned by Seller.

5. **PRO-RATIONS:** Taxes and special assessments, and allowable expenses due on or before closing shall be paid at closing from the proceeds of the sale.

6. **CLOSING:** The closing date will be immediate upon receipt of purchase price. Closing cost to be paid by the buyer.

7. **POSSESSION:** Possession shall be delivered to Buyers: Upon Buyers Closing

THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED BY BOTH BUYER AND SELLER.

BUYER

CITY OF JONESBORO
CRAIGHEAD COUNTY, AR

Name: _____

Title: _____ Mayor

Date: _____

ATTEST

City Clerk

SELLER

Name: Pastor Arthur Dudley

Date: 8-24-21

Name: Nyasia Alexander

Date: 8-24-21



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-21:174

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Public Works Council Committee

File Type: Resolution

A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 707 CREATH AVENUE FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

WHEREAS, the City of Jonesboro, Arkansas desires to purchase the following described right-of-way for the purpose of constructing and maintaining roadway improvements:

PART OF LOT 20, BLOCK 3 OF BROADAWAY ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 20, BLOCK 3 OF BROADAWAY ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 89°29'09" EAST, ALONG THE NORTH LINE OF SAID LOT 20, 77.60 FEET; THENCE SOUTH 00°17'28" WEST, LEAVING SAID NORTH LINE, 10.19 FEET; THENCE NORTH 89°47'30" WEST, 58.05 FEET; THENCE SOUTH 43°19'04" WEST, 28.74 FEET; THENCE NORTH 00°25'31" EAST, 30.19 FEET TO THE POINT OF BEGINNING, CONTAINING 958 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

WHEREAS, an Offer has been made and accepted to the sell the above described property for the price of \$2,874.00.

WHEREAS, the attached Offer and Acceptance will be executed upon passage of this resolution.

WHEREAS, the funding for this purchase shall come from the Capital Improvement budget.

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

Section 1: The Mayor and City Clerk are hereby authorized to execute the documents necessary to effectuate this transaction.

**REAL ESTATE CONTRACT FOR CITY OF JONESBORO
OFFER AND ACCEPTANCE**

1. **BUYERS:** The Buyers, **CITY OF JONESBORO, A MUNICIPAL CORPORATION** offer to buy, subject to the terms set forth herein, the following

2. **PROPERTY DESCRIPTION: (707 CREATH AVENUE)**

PART OF LOT 20, BLOCK 3 OF BROADAWAY ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 20, BLOCK 3 OF BROADAWAY ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 89°29'09" EAST, ALONG THE NORTH LINE OF SAID LOT 20, 77.60 FEET; THENCE SOUTH 00°17'28" WEST, LEAVING SAID NORTH LINE, 10.19 FEET; THENCE NORTH 89°47'30" WEST, 58.05 FEET; THENCE SOUTH 43°19'04" WEST, 28.74 FEET; THENCE NORTH 00°25'31" EAST, 30.19 FEET TO THE POINT OF BEGINNING, CONTAINING 958 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

3. **PURCHASE PRICE:** The Buyers will pay as total purchase price for said property, the sum of two thousand eight hundred seventy-four dollars **(\$2,874.00)**.

4. **CONVEYANCE:** Conveyance shall be made to Buyers or as directed by Buyers, by execution of Permanent Right-of-Way document, except it shall be subject to recorded restrictions and easements, if any, which do not materially affect the value of the property. Unless expressly reserved herein, such conveyance shall include mineral rights owned by Seller.

5. **PRO-RATIONS:** Taxes and special assessments, and allowable expenses due on or before closing shall be paid at closing from the proceeds of the sale.

6. **CLOSING:** The closing date will be immediate upon receipt of purchase price. Closing cost to be paid by the buyer.

7. **POSSESSION:** Possession shall be delivered to Buyers: Upon Buyers Closing

THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED BY BOTH BUYER AND SELLER.

BUYER

SELLER

CITY OF JONESBORO
CRAIGHEAD COUNTY, AR

Name: _____

Name: Charles Warren

Title: Mayor

Date: 7-23-21

Date: _____

Name: Rudy Warren

ATTEST

Date: 8-23-21

City Clerk



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-21:191

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Public Works Council Committee

File Type: Resolution

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT DRAINAGE EASEMENT FROM SCOTT YOUNGE THE PURPOSE OF MAKING DRAINAGE IMPROVEMENTS

WHEREAS, the City of Jonesboro, Arkansas desires to accept the following described easement for the purpose of making drainage improvements:

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 14 NORTH, RANGE 4 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33, RUN N00°44'07"E ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 211.61 FT. TO A POINT; THENCE LEAVING SAID EAST LINE, RUN S88°50'54"W A DISTANCE OF 78.48 FT. TO A POINT ALONG THE WEST RIGHT OF WAY LINE OF STADIUM BOULEVARD, SAID POINT BEING THE POINT OF BEGINNING, THENCE CONTINUE S88°50'54"W A DISTANCE OF 574.94 FT. TO A POINT; THENCE N00°44'07"E 134.19 FT. TO A POINT; THENCE S89°15'33"E A DISTANCE OF 85.00 FT. TO A POINT; THENCE S00°44'07"W A DISTANCE OF 86.36 FT. TO A POINT; THENCE N88°50'54"E A DISTANCE OF 118.98 FT. TO A POINT; THENCE S70°33'19"E A DISTANCE OF 19.90 FT. TO A POINT; THENCE N88°50'54"E A DISTANCE OF 351.26 FT. TO A POINT ON AFORESAID WEST RIGHT OF WAY LINE OF STADIUM BOULEVARD; THENCE S00°27'25"E ALONG SAID WEST RIGHT OF WAY A DISTANCE OF 38.00 FT. TO THE POINT OF BEGINNING.

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

Section 1. The Mayor and City Clerk are hereby authorized by the City Council for the City of Jonesboro, Arkansas to accept the easement described above.

Return recorded document to:
CITY OF JONESBORO
300 South Church Street
JONESBORO, AR 72401

The above space is reserved for Craighead County recording information.

PERMANENT DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Scott Younge, hereinafter referred to as Grantor (whether one or more), does hereby dedicate, grant and convey unto the Public, and that the **CITY OF JONESBORO**, a Municipal Corporation of the State of Arkansas, hereinafter referred to as Grantee, does hereby accept on behalf of the public, for use as a permanent drainage easement the following described real property in Craighead County, State of Arkansas, to-wit:

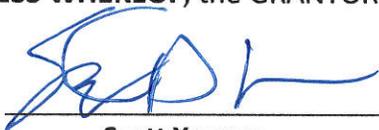
A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 14 NORTH, RANGE 4 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33, RUN N00°44'07"E ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 211.61 FT. TO A POINT; THENCE LEAVING SAID EAST LINE, RUN S88°50'54"W A DISTANCE OF 78.48 FT. TO A POINT ALONG THE WEST RIGHT OF WAY LINE OF STADIUM BOULEVARD, SAID POINT BEING THE POINT OF BEGINNING, THENCE CONTINUE S88°50'54"W A DISTANCE OF 574.94 FT. TO A POINT; THENCE N00°44'07"E 134.19 FT. TO A POINT; THENCE S89°15'33"E A DISTANCE OF 85.00 FT. TO A POINT; THENCE S00°44'07"W A DISTANCE OF 86.36 FT. TO A POINT; THENCE N88°50'54"E A DISTANCE OF 118.98 FT. TO A POINT; THENCE S70°33'19"E A DISTANCE OF 19.90 FT. TO A POINT; THENCE N88°50'54"E A DISTANCE OF 351.26 FT. TO A POINT ON AFORESAID WEST RIGHT OF WAY LINE OF STADIUM BOULEVARD; THENCE S00°27'25"E ALONG SAID WEST RIGHT OF WAY A DISTANCE OF 38.00 FT. TO THE POINT OF BEGINNING.

This easement and right of way is for the purpose of making drainage improvements and maintaining said improvements within the City of Jonesboro. Any other use of this area, other than by record owners, shall only be granted by record owners, but they are not precluded from using or granting other use, so long as same does not interfere unreasonably with the express purpose intended.

This grant of easement and right of way shall be binding upon the heirs, successors, administrators and assigns of the grantors.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument on the 2nd day of August, 2021.

Signature



Scott Younge

ACKNOWLEDGMENT

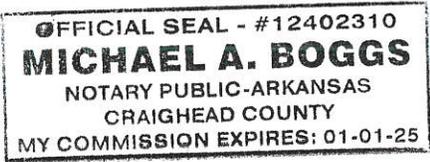
STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

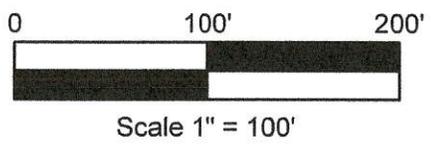
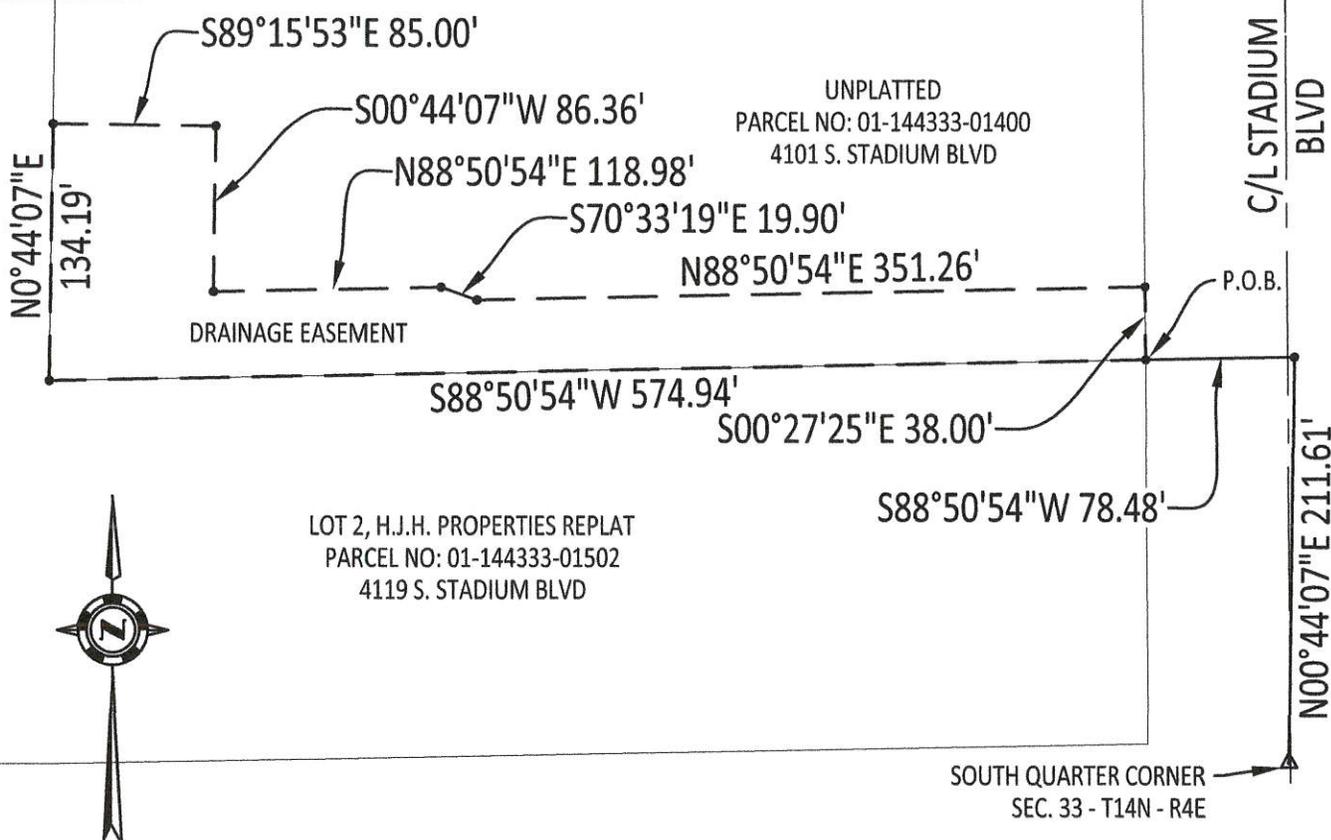
On this day before me, the Owner, personally appeared Scott Younge to me well known to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had executed the same for the purposes therein stated and set forth.

WITNESS my hand and seal this 2nd day of August, 2021.

Notary Public (Signature) Michael A. Boggs

My Commission Expires: 01-01-2025





LEGAL DESCRIPTION: DRAINAGE EASEMENT

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 14 NORTH, RANGE 4 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33, RUN N00°44'07"E ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 211.61 FT. TO A POINT; THENCE LEAVING SAID EAST LINE, RUN S88°50'54"W A DISTANCE OF 78.48 FT. TO A POINT ALONG THE WEST RIGHT OF WAY LINE OF STADIUM BOULEVARD, SAID POINT BEING THE POINT OF BEGINNING, THENCE CONTINUE S88°50'54"W A DISTANCE OF 574.94 FT. TO A POINT; THENCE N00°44'07"E 134.19 FT. TO A POINT; THENCE S89°15'33"E A DISTANCE OF 85.00 FT. TO A POINT; THENCE S00°44'07"W A DISTANCE OF 86.36 FT. TO A POINT; THENCE N88°50'54"E A DISTANCE OF 118.98 FT. TO A POINT; THENCE S70°33'19"E A DISTANCE OF 19.90 FT. TO A POINT; THENCE N88°50'54"E A DISTANCE OF 351.26 FT. TO A POINT ON AFORESAID WEST RIGHT OF WAY LINE OF STADIUM BOULEVARD; THENCE S00°27'25"E ALONG SAID WEST RIGHT OF WAY A DISTANCE OF 38.00 FT. TO THE POINT OF BEGINNING.



2918 WOOD STREET
 JONESBORO, AR 72404
 PH: 1-870-243-0092
 WWW.HORIZONLANDSURVEYING.COM

DRAINAGE EASEMENT EXHIBIT

DRAWING INFO		REVISIONS		
DRAWN BY:	BRE	DATE	BY	DESCRIPTION
DATE:	06/04/2021			
SCALE:	1"=100'			
JOB NO:	H19-113			
PLAT CODE:				



**MAINTENANCE ASSURANCE
FOR STORMWATER MANAGEMENT FACILITIES**

Property Identification

Project Name: Andy Storage Expansion
Project Address: 4119 Stadium Blvd
Owner(s): Scott Younge
Owner Address: 4119 Stadium Blvd
City: Jonesboro **State:** AR **Zip Code:** 72404

In accordance with Section 112-157 of the Jonesboro Municipal Code, this assurance is made to the City of Jonesboro, an Arkansas Municipal Corporation, hereinafter called the City on 2nd day of August, 2021, by Scott Younge, 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 easement for Andy's Storage Expansion as recorded in the records of Craighead County, Arkansas.

WHEREAS, the Developer, its successors and assigns, including any property owners' association or homeowners' 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 property owners' association or homeowners' association in perpetuity.

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.

NOW, THEREFORE, in consideration of the foregoing premises, the, the Developer agrees 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 property owners' association or homeowners' association, shall adequately maintain the on-site stormwater runoff management facilities in perpetuity.
3. 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.

- 4. This assurance 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 property owners' association or homeowners' association.

Owner/Agent: Scott Younge [Signature] 8.2.21
Printed Name Signature Date

Owner/Agent: _____
Printed Name Signature Date

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day before me, the undersigned officer, personally appeared Scott Younge, 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 2nd day of August, 2021.

Michael A Boggs
Notary Public (Printed Name)

[Signature]
Notary Public (Signature)



My Commission Expires: 01-01-2025



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-21:192

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Public Works Council Committee

File Type: Resolution

A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 233 S FISHER STREET FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

WHEREAS, the City of Jonesboro, Arkansas desires to purchase the following described right-of-way for the purpose of constructing and maintaining roadway improvements:

PART OF LOT 12, BLOCK 3 OF MATTHEWS ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 12, BLOCK 3 OF MATTHEWS ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 00°13'23" WEST, ALONG THE WEST LINE OF SAID LOT 12, 5.28 FEET; THENCE SOUTH 89°44'10" EAST, LEAVING SAID WEST LINE, 135.18 FEET; THENCE NORTH 00°20'58" WEST 3.97 FEET; THENCE NORTH 89°53'31" EAST, 4.84 FEET; THENCE SOUTH 00°11'31" EAST, 7.58 FEET TO THE SOUTH LINE OF SAID LOT 12; THENCE SOUTH 89°34'07" WEST, ALONG SAID SOUTH LINE, 140.00 FEET TO THE POINT OF BEGINNING, CONTAINING 640 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

WHEREAS, an Offer has been made and accepted to the sell the above described property for the price of \$1,920.00; and

WHEREAS, the attached Offer and Acceptance will be executed upon passage of this resolution; and

WHEREAS, the funding for this purchase shall come from the Capital Improvement budget.

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

Section 1: The Mayor and City Clerk are hereby authorized to execute the documents necessary to effectuate this transaction.

**REAL ESTATE CONTRACT FOR CITY OF JONESBORO
OFFER AND ACCEPTANCE**

1. **BUYERS:** The Buyers, **CITY OF JONESBORO, A MUNICIPAL CORPORATION** offer to buy, subject to the terms set forth herein, the following

2. **PROPERTY DESCRIPTION: (233 S FISHER STREET)**

PART OF LOT 12, BLOCK 3 OF MATTHEWS ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 12, BLOCK 3 OF MATTHEWS ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 00°13'23" WEST, ALONG THE WEST LINE OF SAID LOT 12, 5.28 FEET; THENCE SOUTH 89°44'10" EAST, LEAVING SAID WEST LINE, 135.18 FEET; THENCE NORTH 00°20'58" WEST 3.97 FEET; THENCE NORTH 89°53'31" EAST, 4.84 FEET; THENCE SOUTH 00°11'31" EAST, 7.58 FEET TO THE SOUTH LINE OF SAID LOT 12; THENCE SOUTH 89°34'07" WEST, ALONG SAID SOUTH LINE, 140.00 FEET TO THE POINT OF BEGINNING, CONTAINING 640 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

3. **PURCHASE PRICE:** The Buyers will pay as total purchase price for said property, the sum of one thousand nine hundred twenty dollars **(\$1,920.00)**.

4. **CONVEYANCE:** Conveyance shall be made to Buyers or as directed by Buyers, by execution of Permanent Right-of-Way document, except it shall be subject to recorded restrictions and easements, if any, which do not materially affect the value of the property. Unless expressly reserved herein, such conveyance shall include mineral rights owned by Seller.

5. **PRO-RATIONS:** Taxes and special assessments, and allowable expenses due on or before closing shall be paid at closing from the proceeds of the sale.

6. **CLOSING:** The closing date will be immediate upon receipt of purchase price. Closing cost to be paid by the buyer.

7. **POSSESSION:** Possession shall be delivered to Buyers: Upon Buyers Closing

THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED BY BOTH BUYER AND SELLER.

BUYER

CITY OF JONESBORO
CRAIGHEAD COUNTY, AR

Name: _____

Title: _____ Mayor _____

Date: _____

ATTEST

City Clerk

SELLER

Name: Michael Kevin Kelley

Date: 8-17-2021

Name: _____

Date: _____



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-21:193

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Public Works Council Committee

File Type: Resolution

A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 812 CREATH AVENUE FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

WHEREAS, the City of Jonesboro, Arkansas desires to purchase the following described right-of-way for the purpose of constructing and maintaining roadway improvements:

PART OF LOT 11, BLOCK 2 OF MATTHEWS ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 11, BLOCK 2 OF MATTHEWS ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 89°28'35" WEST, ALONG THE SOUTH LINE OF SAID LOT 11, 70.00 FEET; THENCE NORTH 00°27'27" WEST, LEAVING SAID SOUTH LINE, 3.63 FEET; THENCE NORTH 89°37'50" EAST, 70.01 FEET TO THE EAST LINE OF SAID LOT 11; THENCE SOUTH 00°27'27" EAST, ALONG SAID EAST LINE, 4.66 FEET TO THE POINT OF BEGINNING, CONTAINING 290 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

WHEREAS, an Offer has been made and accepted to the sell the above described property for the price of \$870.00; and

WHEREAS, the attached Offer and Acceptance will be executed upon passage of this resolution; and

WHEREAS, the funding for this purchase shall come from the Capital Improvement budget.

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

Section 1: The Mayor and City Clerk are hereby authorized to execute the documents necessary to effectuate this transaction.

**REAL ESTATE CONTRACT FOR CITY OF JONESBORO
OFFER AND ACCEPTANCE**

1. **BUYERS:** The Buyers, **CITY OF JONESBORO, A MUNICIPAL CORPORATION** offer to buy, subject to the terms set forth herein, the following

2. **PROPERTY DESCRIPTION: (812 CREATH AVENUE)**

PART OF LOT 11, BLOCK 2 OF MATTHEWS ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 11, BLOCK 2 OF MATTHEWS ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 89°28'35" WEST, ALONG THE SOUTH LINE OF SAID LOT 11, 70.00 FEET; THENCE NORTH 00°27'27" WEST, LEAVING SAID SOUTH LINE, 3.63 FEET; THENCE NORTH 89°37'50" EAST, 70.01 FEET TO THE EAST LINE OF SAID LOT 11; THENCE SOUTH 00°27'27" EAST, ALONG SAID EAST LINE, 4.66 FEET TO THE POINT OF BEGINNING, CONTAINING 290 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

3. **PURCHASE PRICE:** The Buyers will pay as total purchase price for said property, the sum of eight hundred seventy dollars **(\$870.00)**.

4. **CONVEYANCE:** Conveyance shall be made to Buyers or as directed by Buyers, by execution of Permanent Right-of-Way document, except it shall be subject to recorded restrictions and easements, if any, which do not materially affect the value of the property. Unless expressly reserved herein, such conveyance shall include mineral rights owned by Seller.

5. **PRO-RATIONS:** Taxes and special assessments, and allowable expenses due on or before closing shall be paid at closing from the proceeds of the sale.

6. **CLOSING:** The closing date will be immediate upon receipt of purchase price. Closing cost to be paid by the buyer.

7. **POSSESSION:** Possession shall be delivered to Buyers: Upon Buyers Closing

THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED BY BOTH BUYER AND SELLER.

BUYER

CITY OF JONESBORO
CRAIGHEAD COUNTY, AR

Name: _____

Title: _____ Mayor _____

Date: _____

ATTEST

City Clerk

SELLER

Redbird Investments, LLC
Name: *by: [Signature]* _____

Date: *8-25-2021* _____

Name: _____

Date: _____



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-21:194

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Public Works Council Committee

File Type: Resolution

A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 1112 CREATH AVENUE FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

WHEREAS, the City of Jonesboro, Arkansas desires to purchase the following described right-of-way for the purpose of constructing and maintaining roadway improvements:

PART OF LOTS 1 & 2, BLOCK 3 OF PATRICK'S 1ST ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 3 OF PATRICK'S 1ST ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 00°08'21" WEST, ALONG THE WEST LINE OF SAID LOT 1, 11.81 FEET; THENCE SOUTH 89°51'23" EAST, LEAVING SAID WEST LINE, 423.14 FEET; THENCE SOUTH 00°42'41" EAST, 7.87 FEET TO THE SOUTH LINE OF SAID BLOCK 3; THENCE SOUTH 89°36'34" WEST, ALONG SAID SOUTH LINE, 423.22 FEET TO THE POINT OF BEGINNING, CONTAINING 4,164 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

WHEREAS, an Offer has been made and accepted to the sell the above described property for the price of \$12,492.00; and

WHEREAS, the attached Offer and Acceptance will be executed upon passage of this resolution; and

WHEREAS, the funding for this purchase shall come from the Capital Improvement budget.

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

Section 1: The Mayor and City Clerk are hereby authorized to execute the documents necessary to effectuate this transaction.

**REAL ESTATE CONTRACT FOR CITY OF JONESBORO
OFFER AND ACCEPTANCE**

1. **BUYERS:** The Buyers, **CITY OF JONESBORO, A MUNICIPAL CORPORATION** offer to buy, subject to the terms set forth herein, the following

2. **PROPERTY DESCRIPTION: (1112 CREATH AVENUE)**

PART OF LOTS 1 & 2, BLOCK 3 OF PATRICK'S 1ST ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 3 OF PATRICK'S 1ST ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 00°08'21" WEST, ALONG THE WEST LINE OF SAID LOT 1, 11.81 FEET; THENCE SOUTH 89°51'23" EAST, LEAVING SAID WEST LINE, 423.14 FEET; THENCE SOUTH 00°42'41" EAST, 7.87 FEET TO THE SOUTH LINE OF SAID BLOCK 3; THENCE SOUTH 89°36'34" WEST, ALONG SAID SOUTH LINE, 423.22 FEET TO THE POINT OF BEGINNING, CONTAINING 4,164 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

3. **PURCHASE PRICE:** The Buyers will pay as total purchase price for said property, the sum of twelve thousand four hundred ninety-two dollars **(\$12,492.00)**.

4. **CONVEYANCE:** Conveyance shall be made to Buyers or as directed by Buyers, by execution of Permanent Right-of-Way document, except it shall be subject to recorded restrictions and easements, if any, which do not materially affect the value of the property. Unless expressly reserved herein, such conveyance shall include mineral rights owned by Seller.

5. **PRO-RATIONS:** Taxes and special assessments, and allowable expenses due on or before closing shall be paid at closing from the proceeds of the sale.

6. **CLOSING:** The closing date will be immediate upon receipt of purchase price. Closing cost to be paid by the buyer.

7. **POSSESSION:** Possession shall be delivered to Buyers: Upon Buyers Closing

THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED BY BOTH BUYER AND SELLER.

BUYER

SELLER

CITY OF JONESBORO
CRAIGHEAD COUNTY, AR

Name: _____

Name: Hedger Holding Group

Title: _____ Mayor _____

Date: 8-30-21

Date: _____

Name: Dustin Hedger

ATTEST

Date: 8-30-21

City Clerk



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-21:197

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Public Works Council Committee

File Type: Resolution

A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 232 S BRIDGE STREET FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

WHEREAS, the City of Jonesboro, Arkansas desires to purchase the following described right-of-way for the purpose of constructing and maintaining roadway improvements:

PART OF LOT 11, BLOCK 4 OF MATTHEWS ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 11, BLOCK 4 OF MATTHEWS ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 00°28'45" WEST, ALONG THE WEST LINE OF SAID LOT 11, 7.09 FEET; THENCE NORTH 88°51'30" EAST, LEAVING SAID WEST LINE, 140.00 FEET; THENCE SOUTH 00°30'56" EAST, 8.82 FEET TO THE SOUTH LINE OF SAID LOT 11; THENCE SOUTH 89°34'07" WEST, ALONG SAID SOUTH LINE, 140.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1,114 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

WHEREAS, an Offer has been made and accepted to the sell the above described property for the price of \$3,342.00.

WHEREAS, the attached Offer and Acceptance will be executed upon passage of this resolution.

WHEREAS, the funding for this purchase shall come from the Capital Improvement budget.

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

Section 1: The Mayor and City Clerk are hereby authorized to execute the documents necessary to effectuate this transaction.

**REAL ESTATE CONTRACT FOR CITY OF JONESBORO
OFFER AND ACCEPTANCE**

1. **BUYERS:** The Buyers, **CITY OF JONESBORO, A MUNICIPAL CORPORATION** offer to buy, subject to the terms set forth herein, the following

2. **PROPERTY DESCRIPTION: (232 S BRIDGE STREET)**

PART OF LOT 11, BLOCK 4 OF MATTHEWS ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 11, BLOCK 4 OF MATTHEWS ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 00°28'45" WEST, ALONG THE WEST LINE OF SAID LOT 11, 7.09 FEET; THENCE NORTH 88°51'30" EAST, LEAVING SAID WEST LINE, 140.00 FEET; THENCE SOUTH 00°30'56" EAST, 8.82 FEET TO THE SOUTH LINE OF SAID LOT 11; THENCE SOUTH 89°34'07" WEST, ALONG SAID SOUTH LINE, 140.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1,114 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

3. **PURCHASE PRICE:** The Buyers will pay as total purchase price for said property, the sum of three thousand three hundred forty-two dollars **(\$3,342.00)**.

4. **CONVEYANCE:** Conveyance shall be made to Buyers or as directed by Buyers, by execution of Permanent Right-of-Way document, except it shall be subject to recorded restrictions and easements, if any, which do not materially affect the value of the property. Unless expressly reserved herein, such conveyance shall include mineral rights owned by Seller.

5. **PRO-RATIONS:** Taxes and special assessments, and allowable expenses due on or before closing shall be paid at closing from the proceeds of the sale.

6. **CLOSING:** The closing date will be immediate upon receipt of purchase price. Closing cost to be paid by the buyer.

7. **POSSESSION:** Possession shall be delivered to Buyers: Upon Buyers Closing

THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED BY BOTH BUYER AND SELLER.

BUYER

CITY OF JONESBORO
CRAIGHEAD COUNTY, AR

Name: _____

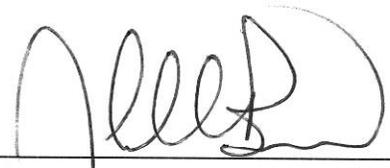
Title: _____ Mayor _____

Date: _____

ATTEST

City Clerk

SELLER

Name:  _____

Date: 19-07-2021

Name: _____

Date: _____