



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Signature Copy

**Resolution: R-EN-184-2021**

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**File Number: RES-21:170**

**Enactment Number: R-EN-184-2021**

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 two vehicle charging stations on city owned parking lots located on East Monroe and Union Street.

PASSED AND APPROVED THIS 4TH DAY OF OCTOBER 2021.

## 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 October, 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 17<sup>th</sup> day of October, 2021.



Jake Rice III, Manager  
City Water and Light