



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Public Works Council Committee

Monday, October 4, 2021

5:00 PM

Municipal Center, 300 S. Church

1. Call To Order

2. Roll Call by City Clerk April Leggett

3. Approval of minutes

[MIN-21:066](#) Minutes for the Public Works Committee meeting on August 3, 2021

Attachments: [Minutes](#)

[MIN-21:079](#) MINUTES FOR THE SPECIAL CALLED PUBLIC WORKS MEETING ON SEPTEMBER 20, 2021

Attachments: [SC PW Minutes 09202021](#)

4. New Business

RESOLUTIONS TO BE INTRODUCED

[RES-21:200](#) A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO CONVEY A PERMANENT EASEMENT TO THE ARKANSAS STATE HIGHWAY COMMISSION, AN AGENCY OF THE STATE OF ARKANSAS FOR HIGHWAY PURPOSES

Sponsors: Engineering

Attachments: [100657 Tract 85 Supplement to Appraisal](#)
[100657 PCE DOC](#)
[100657 Tract 85 Appraisal](#)

[RES-21:201](#) A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 715 CREATH AVENUE FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

Sponsors: Engineering

Attachments: [Offer and Acceptance - 715 Creath Avenue](#)

[RES-21:202](#) A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT

914 CREATH AVENUE FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

Sponsors: Engineering

Attachments: [Offer and Acceptance - 914 Creath Avenue](#)

RES-21:203 A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 815 CREATH AVENUE FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

Sponsors: Engineering

Attachments: [Offer and Acceptance - 815 Creath Avenue](#)

RES-21:205 A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 905 CREATH AVENUE FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

Sponsors: Engineering

Attachments: [Offer and Acceptance - 905 Creath Avenue](#)

RES-21:207 A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 819 CREATH AVENUE FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

Sponsors: Engineering

Attachments: [Offer and Acceptance - 819 Creath Avenue](#)

RES-21:211 A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 1118 CREATH AVENUE FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

Sponsors: Engineering

Attachments: [Offer and Acceptance - 1118 Creath Avenue](#)

RES-21:212 A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 1101 CREATH AVENUE FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

Sponsors: Engineering

Attachments: [Offer and Acceptance - 1101 Creath Avenue](#)

RES-21:214 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH SCS ENGINEERS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR SOLID WASTE MANAGEMENT ASSESSMENT AND PLANNING

Sponsors: Sanitation

Attachments: [City of Jonesboro MSA and Work Order for Sanitation Department 9-22-2021](#)
[MSA Attach A-Work Order-City of Jonesboro](#)

5. Pending Items

6. Other Business

7. Public Comments

8. Adjournment



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: MIN-21:066

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Public Works Council Committee

File Type: Minutes

Minutes for the Public Works Committee meeting on August 3, 2021



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Public Works Council Committee

Tuesday, August 3, 2021

5:00 PM

Municipal Center, 300 S. Church

1. Call To Order

2. Roll Call by City Clerk April Leggett

Present 6 - Mitch Johnson; John Street; Chris Moore; Charles Coleman; LJ Bryant and Ann Williams

3. Approval of minutes

[MIN-21:058](#)

Minutes for the Public Works Committee meeting on July 6, 2021

Attachments: [Minutes](#)

A motion was made by Councilperson Chris Moore, seconded by Councilperson Mitch Johnson, that this matter be Passed . The motion PASSED with the following vote.

Aye: 5 - Mitch Johnson; Chris Moore; Charles Coleman; LJ Bryant and Ann Williams

4. New Business

ORDINANCES TO BE INTRODUCED

[ORD-21:036](#)

AN ORDINANCE AMENDING SECTION 112-128 DESIGN CRITERIA OF THE STORMWATER MANAGEMENT REGULATIONS

Sponsors: Engineering

A motion was made by Councilperson Chris Moore, seconded by Councilperson LJ Bryant, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 5 - Mitch Johnson; Chris Moore; Charles Coleman; LJ Bryant and Ann Williams

[ORD-21:037](#)

AN ORDINANCE AMENDING SECTION 112-129 PERFORMANCE STANDARDS OF THE STORMWATER MANAGEMENT REGULATIONS

Sponsors: Engineering

Councilmember Chris Moore asked, "Is that to indicated then, that you're not going to have a swell between houses for water to run in, Craig?" Chairman John Street said, "Craig are you on your way? That's what it sounded like to me." Director of the Engineering Department, Craig Light, approached the podium, "Actually the part that is

being added to this section 3 are the 2 exemptions. The rest of it is verbatim what's in code, so all we're wanting to do is add the 2 exceptions for industrial zoned properties located in the Craighead Technology Park. We're getting a lot of variance request, more factories and stuff that they're not wanting to enclose the front drainage ditch and the boards been granting those variance's and we actually have another one coming up in a few weeks to the Storm Water Board for another industrial project out in the Craighead Technology Park. The other one is for the side lot line channel serving a hundred acres or more. Those are when we are getting onto the larger ditches, box culvert type installation, and we'd rather have those open ditches anyway then we would enclosed. So those are the 2 things the board asking for the exemptions the rest of it is already part of ordinances."

A motion was made by Councilperson Mitch Johnson, seconded by Councilperson Charles Coleman, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 5 - Mitch Johnson;Chris Moore;Charles Coleman;LJ Bryant and Ann Williams

RESOLUTIONS TO BE INTRODUCED

[RES-21:159](#)

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE ARKANSAS STATE HIGHWAY COMMISSION, AN AGENCY OF THE STATE OF ARKANSAS, TO SELL PROPERTY LOCATED IN THE CITY LIMITS OF JONESBORO

Sponsors: Engineering

Attachments: [100657 Tract 85 Appraisal](#)
[Contract to Sell - Tract 85](#)

Councilmember Chris Moore asked, "Where's that located John?" Chairman John Street said, "I believe that's out on Hwy 18 and Martin Luther King Blvd." Director of the Engineering Department, Craig Light, approached the podium, "Yes, both these resolutions are small pieces of property along the MLK for that widening project. This one is particularly a railroad right of way that we have through there. They're wanting to purchase a small section of land from us where our railroad crosses them so they can put in their improvements on that."

A motion was made by Councilperson Chris Moore, seconded by Councilperson Charles Coleman, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 5 - Mitch Johnson;Chris Moore;Charles Coleman;LJ Bryant and Ann Williams

[RES-21:160](#)

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE ARKANSAS STATE HIGHWAY COMMISSION, AN AGENCY OF THE STATE OF ARKANSAS, TO SELL PROPERTY LOCATED IN THE CITY LIMITS OF JONESBORO

Sponsors: Engineering

Attachments: [100657 Tract 15 Appraisal](#)
[Contract to Sell - Tract 15](#)

Patti Lack, 4108 Forrest Hill Road, approached the podium, "I was just wondering what the \$12,075 and the \$8,500, what does the city do when we get that money from the

state?" Chairman John Street said, "I assume it goes in the general fund, doesn't Craig? It's city asset, city property."

A motion was made by Councilperson Mitch Johnson, seconded by Councilperson Chris Moore, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 5 - Mitch Johnson;Chris Moore;Charles Coleman;LJ Bryant and Ann Williams

5. Pending Items

6. Other Business

7. Public Comments

8. Adjournment

A motion was made by Councilperson LJ Bryant, seconded by Councilperson Chris Moore, that this meeting be Adjourned . The motion PASSED with the following vote.

Aye: 5 - Mitch Johnson;Chris Moore;Charles Coleman;LJ Bryant and Ann Williams



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: MIN-21:079

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Public Works Council Committee

File Type: Minutes

MINUTES FOR THE SPECIAL CALLED PUBLIC WORKS MEETING ON SEPTEMBER 20,
2021



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes 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

Present 4 - Ann Williams; Mitch Johnson; Charles Coleman and LJ Bryant

Absent 2 - John Street and Chris Moore

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)

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

A motion was made by Councilperson Charles Coleman, seconded by Councilperson Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 4 - Ann Williams; Mitch Johnson; Charles Coleman and LJ Bryant

Absent: 2 - John Street and Chris Moore

[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

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

A motion was made by Councilperson Dr. Charles Coleman, seconded by Councilperson Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 4 - Ann Williams; Mitch Johnson; Charles Coleman and LJ Bryant

Absent: 2 - John Street and Chris Moore

[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

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

A motion was made by Councilperson Ann Williams, seconded by Councilperson Charles Coleman, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 4 - Ann Williams;Mitch Johnson;Charles Coleman and LJ Bryant

Absent: 2 - John Street and Chris Moore

[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

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

A motion was made by Councilperson Charles Coleman, seconded by Councilperson Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 4 - Ann Williams;Mitch Johnson;Charles Coleman and LJ Bryant

Absent: 2 - John Street and Chris Moore

[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

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

A motion was made by Councilperson Ann Williams, seconded by Councilperson Charles Coleman, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 4 - Ann Williams;Mitch Johnson;Charles Coleman and LJ Bryant

Absent: 2 - John Street and Chris Moore

[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

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

A motion was made by Councilperson Ann Williams, seconded by Councilperson LJ Bryant, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 4 - Ann Williams;Mitch Johnson;Charles Coleman and LJ Bryant

Absent: 2 - John Street and Chris Moore

[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

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

A motion was made by Councilperson Ann Williams, seconded by Councilperson LJ Bryant, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 4 - Ann Williams; Mitch Johnson; Charles Coleman and LJ Bryant

Absent: 2 - John Street and Chris Moore

[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

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

A motion was made by Councilperson Ann Williams, seconded by Councilperson Charles Coleman, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 4 - Ann Williams; Mitch Johnson; Charles Coleman and LJ Bryant

Absent: 2 - John Street and Chris Moore

4. Adjournment

A motion was made by Councilperson LJ Bryant, seconded by Councilperson Charles Coleman, that this meeting be Adjourned . The motion PASSED with the following vote.

Aye: 4 - Ann Williams; Mitch Johnson; Charles Coleman and LJ Bryant

Absent: 2 - John Street and Chris Moore



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-21:200

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 AUTHORIZING THE MAYOR TO CONVEY A PERMANENT EASEMENT TO THE ARKANSAS STATE HIGHWAY COMMISSION, AN AGENCY OF THE STATE OF ARKANSAS FOR HIGHWAY PURPOSES

WHEREAS, the City of Jonesboro is owner of certain real property, which is described below:

Part of the Southwest Quarter of the Southwest Quarter of Section 25, Township 14 North, Range 4 East, Craighead County, Arkansas more particularly described as follows:

Commencing at a railroad spike being used as the Section Corner of Sections 25, 26, 35, 36; thence North 89°22'54" East along the South line of the Southwest Quarter of the Southwest Quarter of Section 25 a distance of 22.51 feet to a point on the Easterly right of way line of Arkansas State Highway 18 Spur as established by AHTD Job R00041; thence North 00°20'24" East along said right of way line a distance of 62.64 feet to a point on the Northerly right of way line of C.W. Post Road as established by AHTD Job R00041; thence South 55°43'47" East along said right of way line a distance of 21.63 feet to a point on the Easterly right of way line of Arkansas State Highway 18 Spur as established by warranty deed recorded in Deed Book 779, Pages 579-585; thence North 00°51'49" East along said right of way line a distance of 1,212.56 feet to the POINT OF BEGINNING; thence continue North 00°51'49" East along said right of way line a distance of 49.90 feet to a point on the North line of the Southwest Quarter of the Southwest Quarter of Section 25; thence North 89°31'36" East along said North line a distance of 30.51 feet to a point on the Easterly right of way line of Arkansas State Highway 18 Spur as established by ARDOT Job 100657; thence South 03°29'32" West along said right of way line a distance of 49.94 feet to a point on the Southerly right of way line of a Railroad Spur as established by Dedication Deed recorded in Deed Book 359, Page 365; thence South 89°23'09" West along said right of way line a distance of 28.23 feet to the point of beginning and containing 0.03 acres more or less as shown on plans prepared by the ARDOT referenced as Job 100657.

WHEREAS, the Arkansas State Highway Commission needs the above described property for the construction of the I-555 - Hwy. 49, Dr. Martin Luther King Jr. Dr. Extension property;

WHEREAS, the City of Jonesboro has agreed to convey the permanent easement for the above described property to the Arkansas State Highway Commission; and,

WHEREAS, the City of Jonesboro will be compensated \$775.00 for the conveyance of the above described property.

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 by the City Council for the City of Jonesboro, Arkansas to execute all documents necessary to effectuate this conveyance.

ARKANSAS DEPARTMENT OF TRANSPORTATION

Right of Way Division - Appraisal Section

SUPPLEMENT

July 27, 2021

TO: Maurice Jackson, Acquisition Section Head, Right of Way Division

FROM:  John Adams, Appraisal Section, Right of Way Division

SUBJECT: Supplement to Report
JOB: 100657 **TRACT:** 85

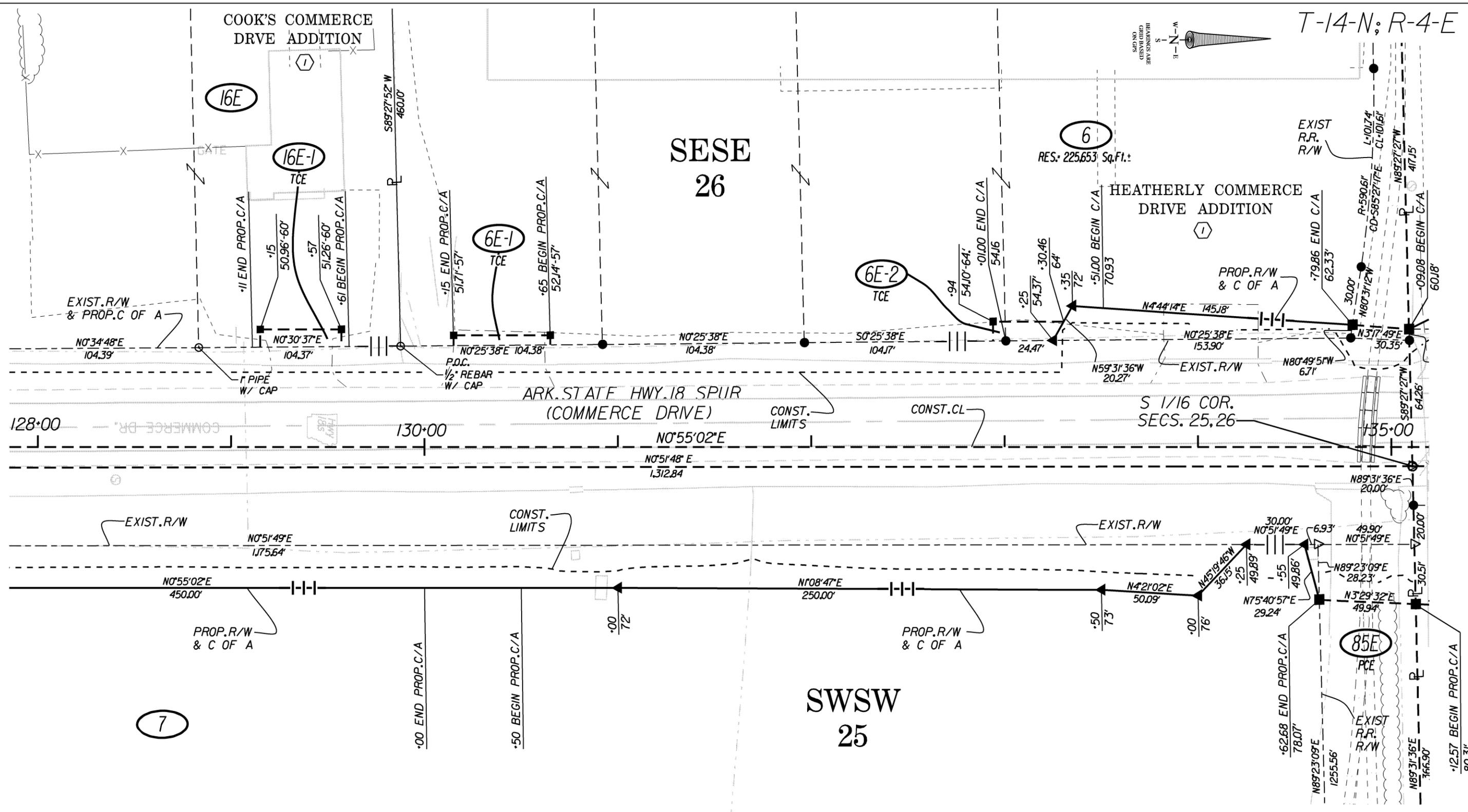
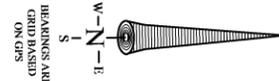
A map change, dated 7/13/2021, delete the area to acquire for acquisition area 85, and add PCE 85E-1 @ 0.03±ac. The updated compensation amount is as follows:

UPDATED ALLOCATION OF COMPENSATION

Fee Title:	\$	
	\$	
	\$	
Temporary Easement(S):	\$	
Permanent Easement(S):PCE 85E-1 =0.03±ac at \$25,500/ac	\$	775.00
Improvements Acquired:	\$	
	Subtotal:	\$ 775.00
Cost To Cure Items:	\$	
SIGNS:	\$	
	Estimate of Total Compensation	\$ 775.00

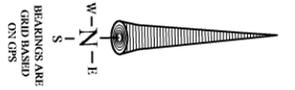


Concur
8/30/2021
Date



I-555 - HWY. 49
 (DR. MARTIN LUTHER KING JR. DR. EXTENSION)
 (JONESBORO)(S)
 ARKANSAS STATE HIGHWAY COMMISSION
 RIGHT OF WAY MAP
 JOB 100657 CRAIGHEAD COUNTY
 SCALE: 1" = 50'

4	7-13-2021	Added Cof A station 134-6268 (RT) & station 134-7986 (LT) & Rev. Tr. 85 to PCE 85E	JT	ED
3	3-25-2021	Added Cof A station 133-26.00 (LT) & TCE 6E-2	JT	ED
2	08/11/20	Revised Job Name	JM	DH
1	07/6/20	Revised ATA Tr. 7	ED	RM
NO.	DATE	DESCRIPTION	BY	CK'D
DATE:	04/2020	REVISIONS		
DESIGNED:	E. Dixon	REVIEWED:	R. McManus	

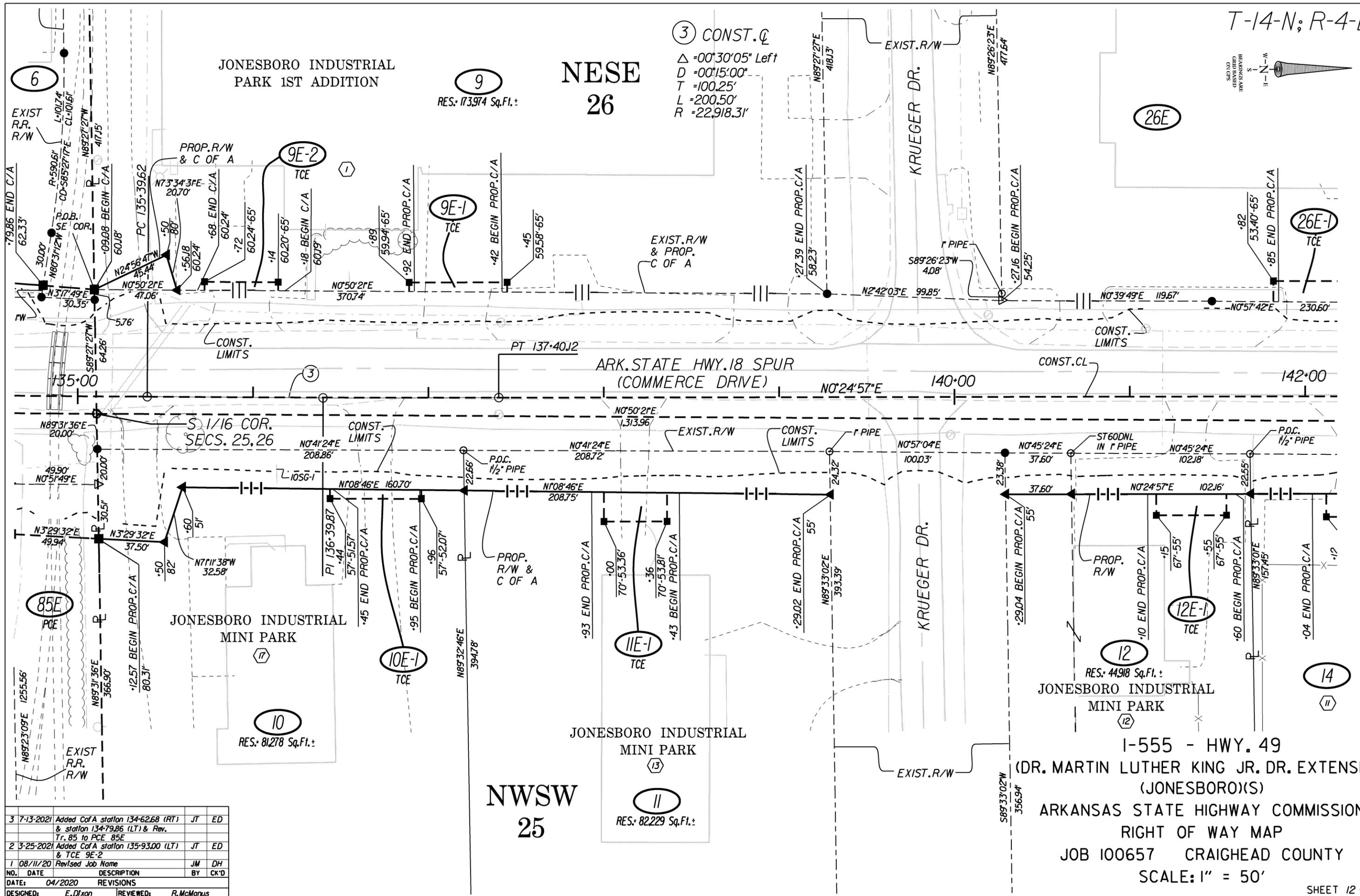


JONESBORO INDUSTRIAL
PARK 1ST ADDITION

NESE
26

9
RES: 173,974 Sq.Ft.:

③ CONST. Q
Δ = 00°30'05" Left
D = 00°15'00"
T = 100.25'
L = 200.50'
R = 22,918.31'



3	7-13-2021	Added CofA station 134-62.68 (RT) & station 134-79.86 (LT) & Rev. Tr. 85 to PCE 85E	JT	ED
2	3-25-2021	Added CofA station 135-93.00 (LT) & TCE 9E-2	JT	ED
1	08/11/20	Revised Job Name	JM	DH
NO.	DATE	DESCRIPTION	BY	CK'D
DATE:		REVISIONS		
DESIGNED:		REVIEWED:		
E. Dixon		R. McManus		

I-555 - HWY. 49
(DR. MARTIN LUTHER KING JR. DR. EXTENSION)
(JONESBORO)(S)
ARKANSAS STATE HIGHWAY COMMISSION
RIGHT OF WAY MAP
JOB 100657 CRAIGHEAD COUNTY
SCALE: 1" = 50'

Job No. 100657
Tract No. 85

P E R M A N E N T E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, **City of Jonesboro**, for and in consideration of the sum of **Seven Hundred Seventy Five Dollars (\$775.00)**, and other good and valuable consideration, cash in hand paid by the **Arkansas State Highway Commission**, the receipt and sufficiency of which is hereby acknowledged do hereby grant, bargain, sell, deliver, convey and warrant to the said **Arkansas State Highway Commission**, **Grantee**, and unto its successors and assigns forever an exclusive and permanent right of way and easement for highway purposes on Job No. 100657, across, through and over the following described lands, to-wit:

LEGAL DESCRIPTION

Part of the Southwest Quarter of the Southwest Quarter of Section 25, Township 14 North, Range 4 East, Craighead County, Arkansas more particularly described as follows:

Commencing at a railroad spike being used as the Section Corner of Sections 25, 26, 35, 36; thence North 89°22'54" East along the South line of the Southwest Quarter of the Southwest Quarter of Section 25 a distance of 22.51 feet to a point on the Easterly right of way line of Arkansas State Highway 18 Spur as established by AHTD Job R00041; thence North 00°20'24" East along said right of way line a distance of 62.64 feet to a point on the Northerly right of way line of C.W. Post Road as established by AHTD Job R00041; thence South 55°43'47" East along said right of way line a distance of 21.63 feet to a point on the Easterly right of way line of Arkansas State Highway 18 Spur as established by warranty deed recorded in Deed Book 779, Pages 579-585; thence North 00°51'49" East along said right of way line a distance of 1,212.56 feet to the POINT OF

BEGINNING; thence continue North 00°51'49" East along said right of way line a distance of 49.90 feet to a point on the North line of the Southwest Quarter of the Southwest Quarter of Section 25; thence North 89°31'36" East along said North line a distance of 30.51 feet to a point on the Easterly right of way line of Arkansas State Highway 18 Spur as established by ARDOT Job 100657; thence South 03°29'32" West along said right of way line a distance of 49.94 feet to a point on the Southerly right of way line of a Railroad Spur as established by Dedication Deed recorded in Deed Book 359, Page 365; thence South 89°23'09" West along said right of way line a distance of 28.23 feet to the point of beginning and containing 0.03 acres more or less as shown on plans prepared by the ARDOT referenced as Job 100657.

ED 3-11-20
Revised JM 08-12-2020
JT Rev. 7-13-2021

- Uncontrolled Access
- Partially Controlled Access – Access break from Station 134+62.68 Right to Station 135+12.57 Right
Station _____ to Station _____
- Fully Controlled Access
- Fully Controlled Access with a frontage road
- Maintenance Agreement

Together with all of the rights, easements and privileges in or to said lands which may be required for the full use and enjoyment of the rights herein granted, said highway purposes being the construction of a road by the Arkansas State Highway & Transportation Department in connection with Job 100657, the maintenance of same to be the responsibility of Arkansas State Highway & Transportation Department.

TO HAVE AND TO HOLD the same unto the said Grantee and to its successors and assigns forever.

And Grantors hereby covenant with the said Grantee that Grantors will forever warrant and defend the title to said lands over and across which said permanent easement is granted against all claims whatsoever.

IN WITNESS our hands on this _____ day of _____, 2021.

A C K N O W L E D G M E N T

STATE OF
COUNTY OF

BE IT REMEMBERED, that on this day before the undersigned, a Notary Public, within and for the County and State aforesaid, duly commissioned and acting, appeared in person _____ to me well known as the Grantors of the foregoing instrument, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

IN WITNESS my hand and seal as such Notary Public on this _____ day of _____, 2021.

, Notary Public

My Commission Expires: _____

**ARKANSAS DEPARTMENT OF TRANSPORTATION
COMPENSATION ESTIMATE**

Arkansas Job Number: 100657 County: Craighead Tract: 85
Location: I-555 – Hwy. 49, Dr. Martin Luther King Jr. DR. Extension
(Jonesboro) (S)

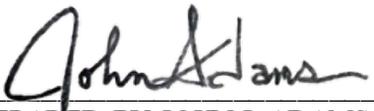
Fee Owner: City of Jonesboro, Arkansas
Address: 300 S Church Street
Jonesboro, AR 72401
Telephone: 870-932-1052

Area Of The Whole:	4.17± Ac	Permanent Easement(s):
Area Of Remainder:	4.12± Ac	Temporary Easement(s):
Area Of Acquisition:	0.05± Ac	

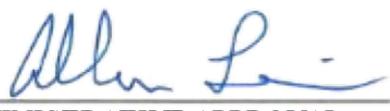
ACQUISITION COMPENSATION:

Fee Title:	0.05±ac at \$25,500/ac	\$	1,275.00
Temporary Easement(S):		\$	
Permanent Easement(S):		\$	
Improvements Acquired:		\$	
		Subtotal:	\$ 1,275.00
Cost To Cure Items:		\$	
SIGNS:		\$	

Estimate of Total Compensation \$ 1,275.00



PREPARED BY JOHN L ADAMS



ADMINISTRATIVE APPROVAL

Date: 11/18/2020

Date: 12/10/2020

QC: NBS

COMMENTS: Tract inspected on 11/5/2020. Staking incomplete at time of inspection. Sales used 7 13 14 & 15. Highway frontage access will be partially controlled.



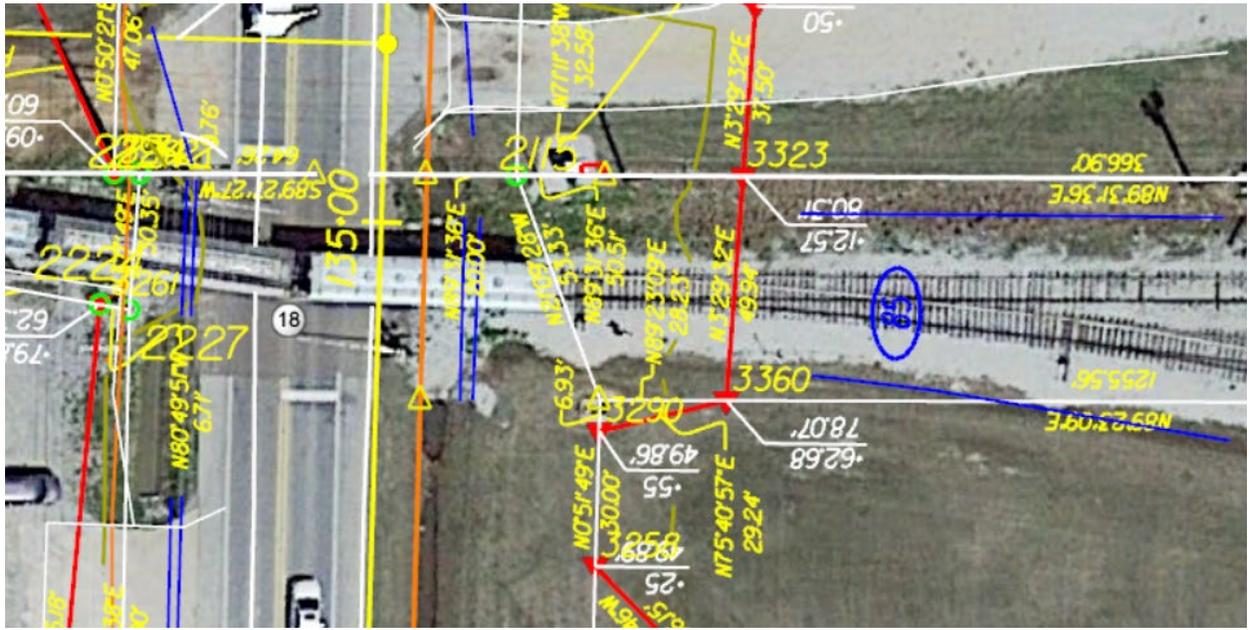
DESCRIPTION: Acquisition Right facing INITIALS: JLA
DIRECTION: SE DATE: 11/5/2020

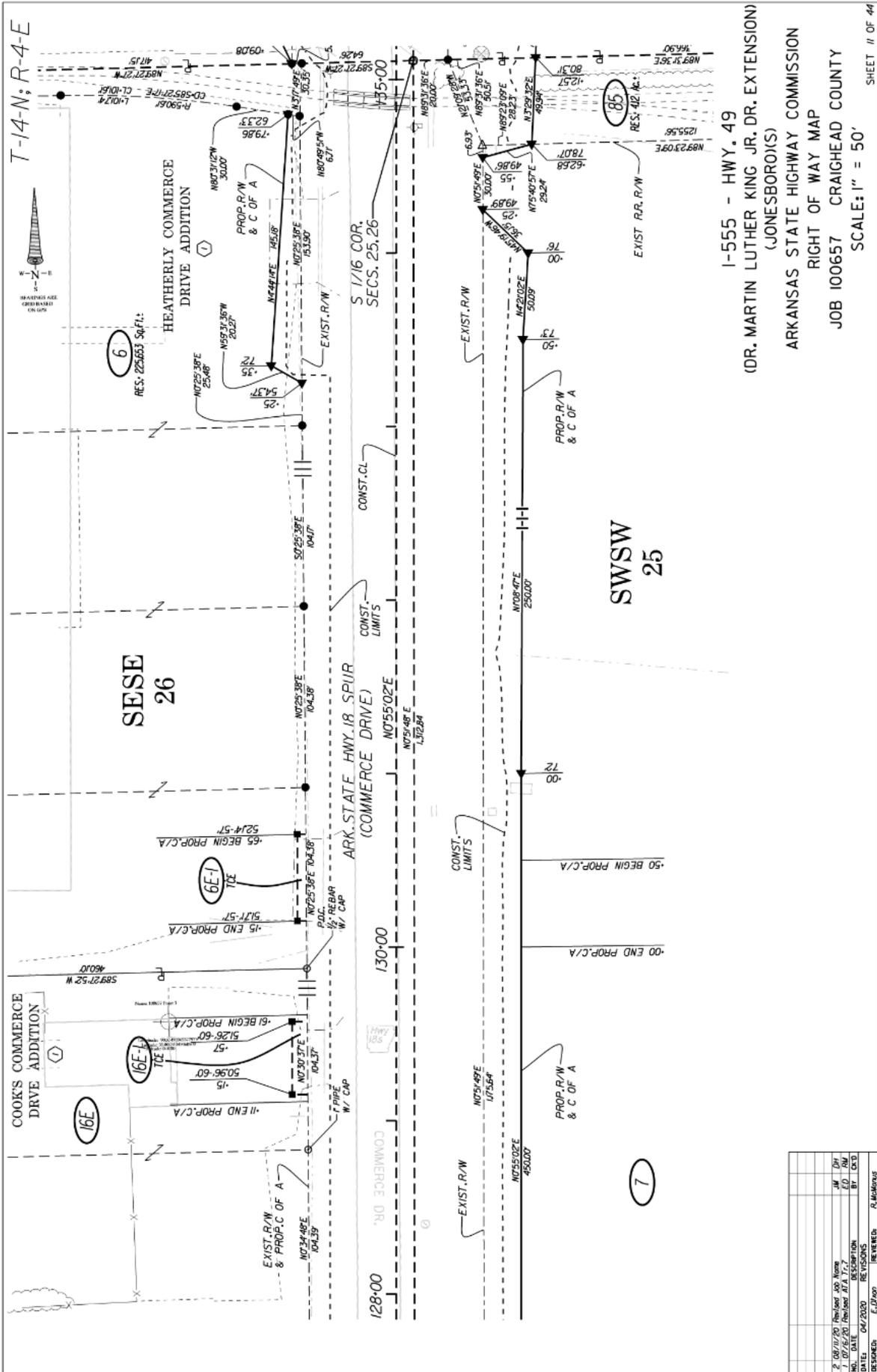


DESCRIPTION: Acquisition Left facing INITIALS: JLA
DIRECTION: E DATE: 11/5/2020



DESCRIPTION: Whole property INITIALS: JLA
DIRECTION: E DATE: 11/5/2020





T-14-N; R-4-E



COOK'S COMMERCE DRIVE ADDITION

SESE 26

HEATHERLY COMMERCE DRIVE ADDITION

ARK. STATE HWY. 18 SPUR (COMMERCE DRIVE)

S 1/16 COR. SECS. 25, 26

SWSW 25

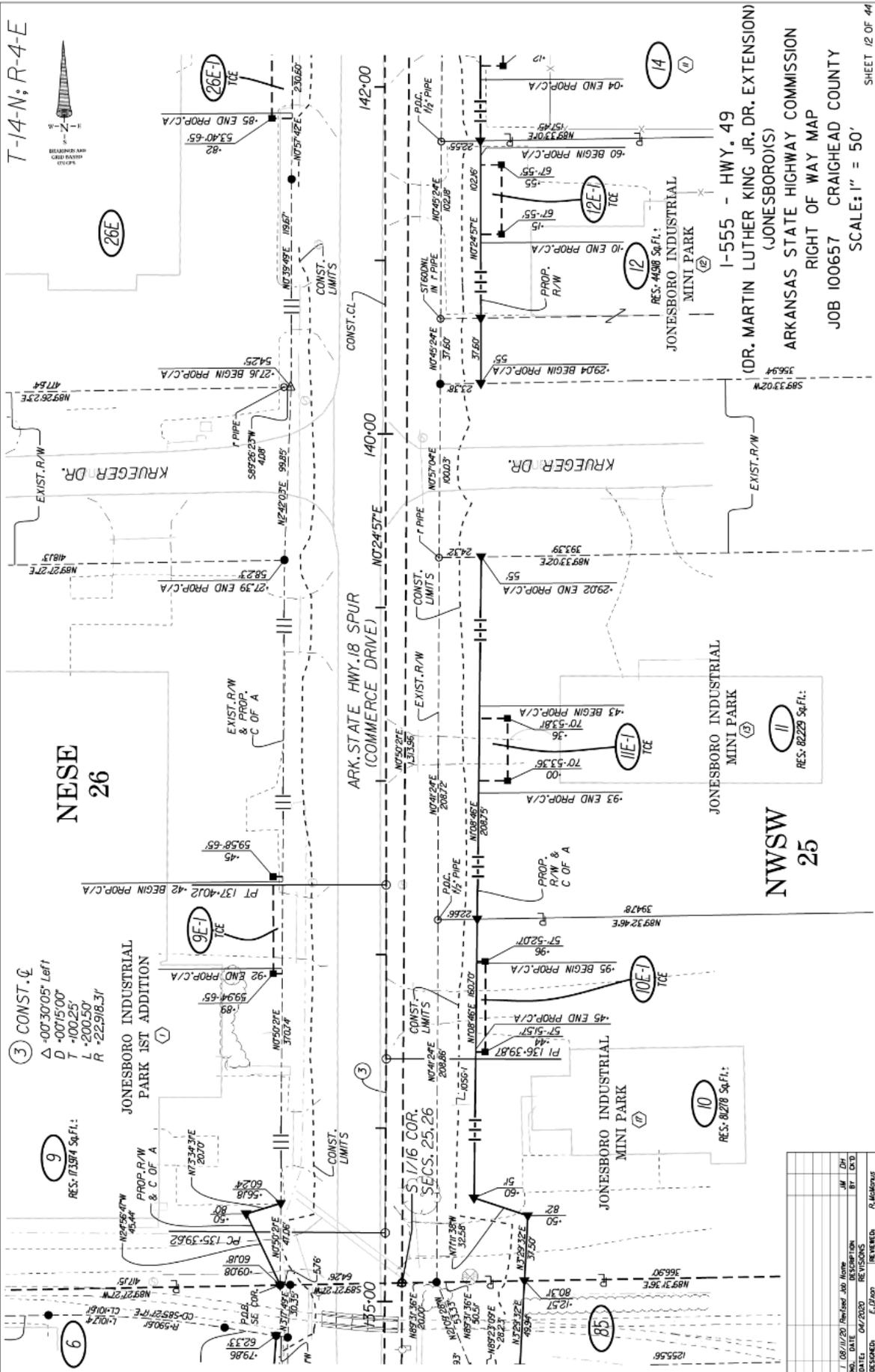
I-555 - HWY. 49
 (DR. MARTIN LUTHER KING JR. DR. EXTENSION)
 (JONESBORO(S))
 ARKANSAS STATE HIGHWAY COMMISSION
 RIGHT OF WAY MAP
 JOB 100657 CRAIGHEAD COUNTY
 SCALE: 1" = 50'

SHEET 11 OF 44

NO.	DATE	REVISIONS	BY	CHKD
1	04/20/00	REVISIONS	BY	BY
2	04/20/00	REVISIONS	BY	BY
3	04/20/00	REVISIONS	BY	BY
4	04/20/00	REVISIONS	BY	BY
5	04/20/00	REVISIONS	BY	BY
6	04/20/00	REVISIONS	BY	BY
7	04/20/00	REVISIONS	BY	BY
8	04/20/00	REVISIONS	BY	BY
9	04/20/00	REVISIONS	BY	BY
10	04/20/00	REVISIONS	BY	BY

Job: 100657

Tract: 85



T-14-N; R-4-E



- ③ CONST. Q
- Δ -00°30'05" Left
- D -00°15'00"
- T -100°25'
- L -200.50'
- R -22.918.31'

⑨ RES: 11394 SdFl:

JONESBORO INDUSTRIAL PARK 1ST ADDITION

NWSW 25

I-555 - HWY. 49
 (DR. MARTIN LUTHER KING JR. DR. EXTENSION)
 (JONESBORO)
 ARKANSAS STATE HIGHWAY COMMISSION
 RIGHT OF WAY MAP
 JOB 100657 CRAIGHEAD COUNTY

SCALE: 1" = 50'

SHEET 12 OF 44

NO.	DATE	BY	DESCRIPTION

Job: 100657 Tract: 85



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-21:201

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 715 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 12 & 20, BLOCK 3 OF BROADAWAY ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST 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 BLOCK 3, 50.60 FEET; THENCE SOUTH 00°17'28" WEST, LEAVING SAID NORTH LINE, 11.14 FEET; THENCE NORTH 89°47'30" WEST, 75.60 FEET; THENCE NORTH 00°17'28" EAST, 10.19 FEET TO THE NORTH LINE OF SAID BLOCK 3; THENCE NORTH 89°29'09" EAST, ALONG SAID NORTH LINE, 25.00 FEET TO THE POINT OF BEGINNING, CONTAINING 806 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 \$2,418.00.

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: (715 CREATH AVENUE)**

PART OF LOTS 12 & 20, BLOCK 3 OF BROADAWAY ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST 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 BLOCK 3, 50.60 FEET; THENCE SOUTH 00°17'28" WEST, LEAVING SAID NORTH LINE, 11.14 FEET; THENCE NORTH 89°47'30" WEST, 75.60 FEET; THENCE NORTH 00°17'28" EAST, 10.19 FEET TO THE NORTH LINE OF SAID BLOCK 3; THENCE NORTH 89°29'09" EAST, ALONG SAID NORTH LINE, 25.00 FEET TO THE POINT OF BEGINNING, CONTAINING 806 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 four hundred eighteen dollars **(\$2,418.00)**.

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: Tyson Teel / Tyson Teel

Date: 9-13-21

Name: _____

Date: _____



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-21:202

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 914 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 1 OF MATTHEWS ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 11, BLOCK 1 OF MATTHEWS ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 00°08'21" WEST, ALONG THE WEST LINE OF SAID LOT 11, 5.99 FEET; THENCE SOUTH 89°56'22" EAST, LEAVING SAID WEST LINE, 51.36 FEET; THENCE SOUTH 00°01'07" WEST, 5.53 FEET TO THE SOUTH LINE OF SAID LOT 11; THENCE SOUTH 89°32'31" WEST, ALONG SAID SOUTH LINE, 51.35 FEET TO THE POINT OF BEGINNING, CONTAINING 296 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 \$900.00.

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: (914 CREATH AVENUE)**

PART OF LOT 11, BLOCK 1 OF MATTHEWS ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 11, BLOCK 1 OF MATTHEWS ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 00°08'21" WEST, ALONG THE WEST LINE OF SAID LOT 11, 5.99 FEET; THENCE SOUTH 89°56'22" EAST, LEAVING SAID WEST LINE, 51.36 FEET; THENCE SOUTH 00°01'07" WEST, 5.53 FEET TO THE SOUTH LINE OF SAID LOT 11; THENCE SOUTH 89°32'31" WEST, ALONG SAID SOUTH LINE, 51.35 FEET TO THE POINT OF BEGINNING, CONTAINING 296 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 nine hundred dollars **(\$900.00)**.

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: 09/15/2021 _____

Name: _____

Date: _____



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-21:203

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 815 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 7, BLOCK 3 OF BROADAWAY ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 7, BLOCK 3 OF BROADAWAY ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 89°29'09" WEST, ALONG THE NORTH LINE OF SAID LOT 7, 50.00 FEET TO THE POINT OF BEGINNING PROPER; THENCE SOUTH 00°17'28" WEST, LEAVING SAID NORTH LINE, 9.94 FEET; THENCE SOUTH 89°07'42" WEST, 50.01 FEET; THENCE NORTH 00°17'28" EAST, 10.26 FEET TO THE NORTH LINE OF SAID LOT 7; THENCE NORTH 89°29'09" EAST, ALONG SAID NORTH LINE, 50.00 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 505 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 \$1,515.00.

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: (815 CREATH AVENUE)**

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

BEGINNING AT THE NORTHEAST CORNER OF LOT 7, BLOCK 3 OF BROADAWAY ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 89°29'09" WEST, ALONG THE NORTH LINE OF SAID LOT 7, 50.00 FEET TO THE POINT OF BEGINNING PROPER; THENCE SOUTH 00°17'28" WEST, LEAVING SAID NORTH LINE, 9.94 FEET; THENCE SOUTH 89°07'42" WEST, 50.01 FEET; THENCE NORTH 00°17'28" EAST, 10.26 FEET TO THE NORTH LINE OF SAID LOT 7; THENCE NORTH 89°29'09" EAST, ALONG SAID NORTH LINE, 50.00 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 505 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 one thousand five hundred fifteen dollars **(\$1,515.00)**.

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: Phyllis E. Tullman

Date: 9/25/11

Name: _____

Date: _____



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-21:205

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 905 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 3, BLOCK 3 OF BROADAWAY ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 3, BLOCK 3 OF BROADAWAY ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 89°29'09" EAST, ALONG THE NORTH LINE OF SAID LOT 3, 83.30 FEET, TO THE POINT OF BEGINNING PROPER; THENCE CONTINUE NORTH 89°29'09" EAST, ALONG THE NORTH LINE OF SAID LOT 3, 68.30 FEET; THENCE SOUTH 00°15'42" WEST, LEAVING SAID NORTH LINE, 8.71 FEET; THENCE SOUTH 89°07'42" WEST, 68.30 FEET; THENCE NORTH 00°15'42" EAST, 9.11 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 609 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 \$1,827.00.

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: (905 CREATH AVENUE)**

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

BEGINNING AT THE NORTHWEST CORNER OF LOT 3, BLOCK 3 OF BROADAWAY ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 89°29'09" EAST, ALONG THE NORTH LINE OF SAID LOT 3, 83.30 FEET, TO THE POINT OF BEGINNING PROPER; THENCE CONTINUE NORTH 89°29'09" EAST, ALONG THE NORTH LINE OF SAID LOT 3, 68.30 FEET; THENCE SOUTH 00°15'42" WEST, LEAVING SAID NORTH LINE, 8.71 FEET; THENCE SOUTH 89°07'42" WEST, 68.30 FEET; THENCE NORTH 00°15'42" EAST, 9.11 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 609 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 eight hundred twenty-seven dollars **(\$1,827.00)**.

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: Elmer Wayne Robertson III

Title: Mayor

Date: 9-15-21

Date: _____

Name: Jannette Robertson

ATTEST

Date: 9-15-21

City Clerk



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-21:207

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 819 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 7, BLOCK 3 OF BROADAWAY ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 7, BLOCK 3 OF BROADAWAY ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 00°17'28" WEST, LEAVING SAID NORTH LINE, 9.63 FEET; THENCE SOUTH 89°07'42" WEST, 50.01 FEET; THENCE NORTH 00°17'28" EAST, 9.94 FEET TO THE NORTH LINE OF SAID LOT 7; THENCE NORTH 89°29'09" EAST, ALONG SAID NORTH LINE, 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 489 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 \$1,470.

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: (819 CREATH AVENUE)**

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

BEGINNING AT THE NORTHEAST CORNER OF LOT 7, BLOCK 3 OF BROADAWAY ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 00°17'28" WEST, LEAVING SAID NORTH LINE, 9.63 FEET; THENCE SOUTH 89°07'42" WEST, 50.01 FEET; THENCE NORTH 00°17'28" EAST, 9.94 FEET TO THE NORTH LINE OF SAID LOT 7; THENCE NORTH 89°29'09" EAST, ALONG SAID NORTH LINE, 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 489 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 four hundred seventy dollars **(\$1,470.00)**.

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: Timothy Ross

Title: Mayor

Date: 8 Sept 2021

Date: _____

Name: _____

ATTEST

Date: _____

City Clerk



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-21:211

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 1118 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 1, BLOCK 4 OF PATRICK'S 1ST ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 4 OF PATRICK'S 1ST ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 00°08'21" WEST, ALONG THE WEST LINE OF SAID LOT 1, 7.99 FEET; THENCE SOUTH 89°51'23" EAST, LEAVING SAID WEST LINE, 87.95 FEET; THENCE SOUTH 00°08'21" EAST, 7.25 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 89°39'39" WEST, ALONG SAID SOUTH LINE, 87.95 FEET TO THE POINT OF BEGINNING, CONTAINING 671 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 \$2,013.00.

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: (1118 CREATH AVENUE)**

PART OF LOT 1, BLOCK 4 OF PATRICK'S 1ST ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 4 OF PATRICK'S 1ST ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 00°08'21" WEST, ALONG THE WEST LINE OF SAID LOT 1, 7.99 FEET; THENCE SOUTH 89°51'23" EAST, LEAVING SAID WEST LINE, 87.95 FEET; THENCE SOUTH 00°08'21" EAST, 7.25 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 89°39'39" WEST, ALONG SAID SOUTH LINE, 87.95 FEET TO THE POINT OF BEGINNING, CONTAINING 671 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 thirteen dollars **(\$2,013.00)**.

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

Tate Properties, LLC
Name: *% Chris Tate* _____

Date: *9/20/21* _____

Name: _____

Date: _____



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-21:212

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 1101 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 11 & 12, BLOCK 2 OF PATRICK'S 1ST ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 12, BLOCK 2 OF PATRICK'S 1ST ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 89°32'19" EAST, ALONG THE NORTH LINE OF SAID BLOCK 2, 150.00 FEET; THENCE SOUTH 00°51'07" WEST, LEAVING SAID NORTH LINE, 10.33 FEET; THENCE NORTH 88°27'29" WEST, 137.82 FEET; THENCE SOUTH 63°56'26" WEST, 13.63 FEET; THENCE NORTH 00°51'07" EAST, 11.40 FEET TO THE POINT OF BEGINNING, CONTAINING 1,194 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 \$3,582.00.

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: (1101 CREATH AVENUE)**

PART OF LOTS 11 & 12, BLOCK 2 OF PATRICK'S 1ST ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 12, BLOCK 2 OF PATRICK'S 1ST ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 89°32'19" EAST, ALONG THE NORTH LINE OF SAID BLOCK 2, 150.00 FEET; THENCE SOUTH 00°51'07" WEST, LEAVING SAID NORTH LINE, 10.33 FEET; THENCE NORTH 88°27'29" WEST, 137.82 FEET; THENCE SOUTH 63°56'26" WEST, 13.63 FEET; THENCE NORTH 00°51'07" EAST, 11.40 FEET TO THE POINT OF BEGINNING, CONTAINING 1,194 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 three thousand five hundred eighty-two dollars (**\$3,582.00**).

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: Chris Tate

Date: 9/20/21

Name: Mario Tate

Date: 9-20-21



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-21:214

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 ENTER INTO AN AGREEMENT WITH SCS ENGINEERS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR SOLID WASTE MANAGEMENT ASSESSMENT AND PLANNING

WHEREAS, the City of Jonesboro has desires to enter into an agreement to provide engineering services to conduct a needs assessment and evaluation of the Solid Waste Collection System for a cost not to exceed \$93,500; and

WHEREAS, this assessment will include solid waste, yard waste, and recyclables collection and management for operational efficiency, cost of service, sustainability of funding, and end of life management (disposal, processing, incineration, etc.); and

WHEREAS, pursuant to BID 2021-98, the Selection Committee has determined that SCS Engineers is qualified for the project; and

WHEREAS, SCS Engineers have agreed to provide engineering services for the Solid Waste Management Assessment and Planning project as described in the attached agreements; and

WHEREAS, the 2021 Sanitation Department Budget for Professional Services will need to be increased by \$60,000 to cover anticipated cost through the end of the year and compensation shall be paid in accordance with the contract documents; and

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

Section 1: That the City of Jonesboro shall accept the proposal and enter into an agreement with SCS Engineering.

Section 2. The sum of \$60,000 shall be added to the Sanitation Department Budget for Professional Services to cover anticipated cost through year-end, said sum coming from the unappropriated funds in the General Fund.

Section 3. 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 these agreements.

ATTACHMENT A

WORK ORDER PURSUANT TO MASTER SERVICES AGREEMENT BETWEEN SCS AND CITY OF JONESBORO FOR PROFESSIONAL SERVICES

WORK ORDER NUMBER 2021-001

1. SCOPE OF SERVICES TO BE PERFORMED: SCS will provide solid waste planning services to the City of Jonesboro. Specifically, SCS will provide evaluation and assessment services for the City's sanitation services as follows:

STAGE ONE:

A. SANITATION NEEDS ANALYSIS

SCS will prepare and submit to the City and other project stakeholders (i.e. outside accounting team) a request for information (RFI). We will request data for the past five years and anticipate the data request to include, but not be limited to, the following:

Fleet Information – number, age, type of trucks and equipment, maintenance records, etc.

Customer Information – number of residents, housing unit types and numbers, geographic locations, etc.

Tonnage Information – solid waste (garbage), yard waste, recyclables

Vendor Contracts - recycling and landfill disposal

Disposal / Processing Information – landfill gate receipts, recyclable processing costs, commodity sales, etc.

Personnel Information – headcount, position descriptions, hourly pay and salaries, overhead, fringe, and benefits, overtime pay, labor agreements, etc.

Sanitation Department Financials – statement of accounts, equipment amortization and depreciation, buildings and infrastructure, etc.

SCS will also review current contracts with third parties (i.e. landfill, recyclables processor, others) and any other relevant information or correspondence provided by the City and germane to the study.

Then, SCS will meet with the City to review the background information data set. SCS will also perform site visits to the City's operations (i.e. fleet barn, maintenance shop, incineration facility, etc.), to the landfill operation, to the recycling operation, and any other related facilities or operations (i.e. yard waste facility). In support of this task, SCS will meet with Sanitation Department staff, discuss route concerns and safety, and observe select routes and document time and motion for various collections (i.e. garbage, yard waste, recyclables, bulky items, etc.).

1. Cost of Service

Based on the information gathered and the site visit, SCS will review and compile

updated budgeted revenues, expenses, debt service, capital and transfers, including projected capital expenditures, vehicle/equipment replacements, facility/infrastructure improvements and maintenance, and other special projects. We will establish a baseline cost of service for the currently provided City services and we will meet with City staff in a collaborative work session to review the preliminary results. Following, we will make necessary adjustments based on input from staff and we will prepare a final report on the current operational costs of service as well as long term costs for the current service levels.

2. Needs Analysis and Current State of Sanitation Department

SCS will meet with the City to discuss any funding shortfalls, identified in the Cost of Service analysis, and present and discuss possible alternatives/scenarios for further evaluation as part of the long-term solution identification effort. SCS, as part of this effort, will identify any pros and cons related to the identified alternatives/scenarios and will present to the City in a White paper. Following receipt of City comments and concurrence with the alternatives/scenarios for detailed analysis, SCS will submit a final RFI to the City and other project stakeholders for remaining data needs to drive the detailed analyses of the solid waste study.

B. CONCEPTUAL SERVICES

SCS, following buy-in on the alternatives/scenarios and receipt of the RFI data, will perform pro forma modeling of the alternatives. For planning purposes, we have assumed that three to five alternatives will be analyzed and may include:

1. Current system.
2. Current system but with limitations on volume.
3. Modified collections – recyclables and/or yard waste.
4. Modified handling yard waste-incineration and/or composting
5. Pay as you throw (PAYT) alternatives for extraordinary services.

Pro forma modeling will utilize historical cost data obtained as well as appropriate inflationary, population, and generation rate escalation factors.

1. Conceptual System Design

SCS will issue a summary letter to the City for review and comment as an interim deliverable. The letter is anticipated to propose an optimal and cost-effective system design that will address the needs of the City's Sanitation Department in terms of performance, effectiveness, sustainability and economics.

2. Draft Solid Waste Study and Report of Recommendations

Following receipt of comments on the interim deliverables, we will prepare and submit to the City a Draft Solid Waste Study Report which will include a Draft Business Plan and Draft Report of Recommendations. SCS understands that the Report will be subject to significant political and scientific scrutiny and, as such, understands the importance for clarity, transparency, and defensibility of the analyses, conclusions, and recommendations. SCS will include an Executive Summary which can be utilized by the City's Sanitation Department and the Mayor's Office for talking points with media, Council, constituents and other stakeholders. SCS will prepare a PowerPoint Presentation and will participate in a single meeting with City Council to review the

study report.

C. FINAL ASSESSMENT REPORT

Following receipt of comments on the draft reports, SCS will prepare and submit to the City a Final Solid Waste Study, Business Plan, and Recommendation Report. The Report will be sealed by an Arkansas-licensed Professional Engineer and we will provide five (5) bound hard copies and an electronic copy in Adobe Acrobat – PDF format.

STAGE TWO:

If requested, SCS will assist the City with stakeholder engagement to seek input on likely system changes identified during Stage One that will impact the customer facing sanitation services currently provided. Assistance may include:

1. Public meeting support, inclusive of meeting collateral (i.e. informational boards, graphics, analysis) and meeting attendance.
2. Public survey support should the City elect to complete. Support includes assistance with developing questions, survey administration (i.e. mailings, web-based, or telephone), and compilation and statistical analysis of respondents.

SCS will prepare a summary of any public meetings or stakeholder engagement activities completed and will document impacts to the sanitation system if input received necessitates changes to the services previously identified and agreed to in Stage One. If necessary, SCS will attend City Council meetings to review and discuss fiscal and/or operational impacts.

STAGE THREE:

If requested, SCS will provide collection system optimization and route optimization support to the City to ensure that the agreed upon sanitation services provided, from Stage One and Two, are completed in an efficient and operationally balanced manner. SCS will complete safety and productivity assessments (i.e. driver ride-alongs, driver surveys, time motion studies, etc.), will design custom map templates, perform service level modeling with flexibility to accommodate for future growth, and develop final customized routes for services provided (i.e. trash, yard waste, recycling, other).

2. WORK ORDER SCHEDULE: SCS will complete the Stage One services within 120 days of written authorization to proceed.

3. COMPENSATION: Any work added to the Scope of Services to be Performed shall be compensated at SCS' standard fee schedule in effect at the time of performance, unless otherwise agreed, subject to the terms and conditions of the Master Services Agreement between the parties.

Stage One - SCS will be compensated for time and expenses in accordance with SCS' standard rates in effect at the time of performance, provided that total compensation will not exceed \$93,500 without the authorization of Client. Our estimate, for Stage One services, includes 450 hours of professional time and mobilization expense for two trips to Jonesboro to complete the operational reviews and present the study findings.

Stage Two - Stage Two services, if requested, will be authorized by subsequent change order. SCS will be compensated for time and expenses in accordance with SCS' standard rates in effect at the time of performance. Total compensation will not exceed the agreed upon amount without the authorization of Client.

Stage Three - Stage Three services, if requested, will be authorized by subsequent change order. SCS will be compensated for time and expenses in accordance with SCS' standard rates in effect at the time of performance. Total compensation will not exceed the agreed upon amount without the authorization of Client.

4. AGREEMENT BY THE PARTIES: The parties have caused this Work Order to be executed by their duly authorized representatives.

SCS ENGINEERS:

CITY OF JONESBORO

By:  _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**MASTER SERVICES AGREEMENT
BETWEEN SCS ENGINEERS AND CLIENT
FOR PROFESSIONAL SERVICES**

THIS MASTER SERVICES AGREEMENT (hereafter “Agreement”) is made by and between City of Jonesboro (hereafter “Client”), and SCS Engineers (hereafter “SCS”).

WHEREAS, the Client intends to engage SCS from time to time to perform professional services as specified in Work Orders issued under and attached hereto, the parties hereby agree as follows:

ARTICLE 1 – SCOPE OF SERVICES. SCS shall provide professional services (hereafter “Services”) for a project (hereafter “Project”) as set forth in a Work Order in accordance with the terms and conditions of this Agreement. Client may request SCS to submit a proposed Work Order. Client shall indicate its approval of Work Orders by signing and returning one copy to SCS. See Attachment A for the Work Order form. Unless expressly stated therein, the scope of work does not include testimony or responding to subpoenas. In the event SCS receives a subpoena or other legal order for the production of project records or testimony, the client agrees to pay for all time and expenses of SCS related thereto.

ARTICLE 2 – RESPONSIBILITIES OF THE CLIENT. Client will:

- 2.1 Provide all criteria and full information as to requirements for each Work Order.
- 2.2 Furnish SCS with data, reports, surveys, and other materials and information required for SCS to perform each Work Order except such of the foregoing as are included in the Services to be provided by SCS.
- 2.3 Acquire all land and rights-of-way as required for the Project.
- 2.4 Provide access to each Project site and make all provisions for SCS to enter upon public and private lands as required for SCS to perform its Services under this Agreement.
- 2.5 Examine all studies, reports, sketches, construction costs, specifications, drawings, proposals and other documents presented by SCS to Client, and promptly render in writing Client's decisions pertaining thereto within a week, or, if a longer time is needed, within a period mutually agreed upon.
- 2.6 Give prompt written notice to SCS whenever Client observes or otherwise becomes aware of any defect in the Services rendered by SCS.
- 2.7 Furnish to SCS, prior to agreement on the Scope of Services for a Work Order, a copy of any design, construction or other standards Client requires SCS to follow in performing Services under this Agreement.
- 2.8 Provide to SCS all budget requirements, if any, applicable to the Services and the Project.

ARTICLE 3 – CHANGES IN THE SERVICES.

- 3.1 Changes may be made to the Services in a Work Order. Client may order additional Services upon the agreement of SCS. Client may delete previously ordered Services.
- 3.2 The provisions of this Agreement, with an equitable adjustment in the SCS compensation and schedule, shall apply to all changes in the Services.
- 3.3 All changes to the Scope of Services in a Work Order shall be made pursuant to a subsequently issued Work Order.

3.4 In the event Client directs SCS to perform changed Services without executing a Work Order, SCS shall be compensated for the changed Services in accordance with SCS' then current standard rates as set out in Attachment B, unless otherwise agreed in writing by the parties.

ARTICLE 4 – SCHEDULE.

4.1 The Parties will mutually agree in each Work Order upon a schedule for performance of the Services.

4.2 SCS will begin performance of the Services upon Client's performance of all such Client responsibilities, as set out in Article 2, which are reasonably required in order for SCS to begin and to perform the Services in accordance with the schedule as set forth in each Work Order.

ARTICLE 5 – COMPENSATION.

5.1 For the Services as set forth in each Work Order, SCS shall be compensated in accordance with the terms set forth in such Work Order.

ARTICLE 6 – PAYMENT. Payment for Services rendered by SCS shall be in accordance with the following:

6.1 Invoices will be submitted by SCS every month and will indicate:

- (a) for time and expenses compensation, the time and expenses incurred during the period.
- (b) for lump-sum compensation, the percentage of work completed during the period.
- (c) for other compensation: _____.

6.2 Client will pay the sum of \$0.00 upon execution of this Agreement as a professional retainer. This sum shall be applied as a credit to Client on SCS' final monthly invoice for Services under this Agreement.

6.3 Payments for invoices issued by SCS are due and payable upon receipt.

6.4 Payments due SCS under this Agreement shall be subject to a service charge of one and one-half (1-1/2) percent per month for invoices not paid within thirty (30) days after the date of receipt of invoice.

6.5 If Client does not make timely payments, SCS may suspend performance of the Services on the basis of non-performance on the part of Client. When all amounts due are paid, and adequate assurances of payment are given for all Services which have been rendered but not yet invoiced, as well as all future Services, SCS will continue performance of the Services.

6.6 Client agrees to pay all costs and expenses of SCS, including reasonable attorney fees, arising out of or in connection with collecting amounts for which Client is responsible pursuant to this Agreement

ARTICLE 7 – INSURANCE. SCS shall, during the performance of this Agreement, keep in force Workers' Compensation Insurance, including Employer's Liability Insurance for its employees, and Commercial General Liability Insurance with a combined minimum limit of \$1,000,000 for bodily injury and property damage

ARTICLE 8 – LIMITATION OF LIABILITY.

8.1 This Article 8 states the agreement of the parties with respect to allocation of the risks inherent in the type of projects undertaken herein. The parties agree that the total liability of SCS under this Agreement and for each Work Order shall be limited to the amount covered, if any, by SCS' liability insurance then in effect up to \$250,000, or the amount of SCS' total fees under the Work Order giving rise to the liability (whichever is greater).

8.2 If Client desires that SCS assume more of the risk under this Agreement for a Work Order than is specified in Article 8.1, and is willing to compensate SCS for the greater assumption of risk, then in consideration of Client paying a surcharge (in addition to the compensation specified in a Work Order, which surcharge shall be separately identified on such

Work Order, SCS' total liability for such Work Order shall be limited to the amount covered, if any, by SCS' liability insurance then in effect, plus the agreed upon increase indicated in such Work Order.

ARTICLE 9 – RELEASE AND INDEMNIFICATION.

9.1 It is understood and agreed that, in seeking the Services of SCS under this Agreement, Client may be requesting SCS to undertake obligations for the Client's benefit involving the presence or potential presence, or release or potential release to the environment, of hazardous substances and other contaminants. Therefore, Client agrees to release, hold harmless, indemnify, and defend SCS from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of hazardous substances or contaminants of any kind, excepting only such liability as may arise out of the sole negligence of SCS.

9.2 Except as provided in Article 9.1 above, and to the extent provided in Article 8 above, SCS shall indemnify and hold harmless Client from and against any liabilities, claims, and causes of action which Client may suffer as a result of negligent acts, errors, or omissions on the part of SCS or SCS' agents, employees or subcontractors in the performance of this Agreement, excepting such liability as may arise out of Client's negligence.

ARTICLE 10 – GENERAL PROVISIONS.

10.1 SCS will perform its Services hereunder as specified in Work Orders, in a timely manner. SCS is not responsible for delays occasioned by factors beyond its control, nor by factors which could not reasonably have been foreseen at the time this Agreement was executed.

10.2 SCS shall be entitled to rely on information provided by Client. SCS shall be entitled to an equitable adjustment in the price and schedule if conditions differ materially from information provided by the Client, or differ materially from what reasonably could have been anticipated given the nature of the Services.

10.3 SCS shall perform its Services in accordance with the professional standards applicable to the Services provided (i.e., engineering, planning, consulting, or others) at the time such Services are rendered. SCS makes no other warranty, either expressed or implied, as part of this Agreement.

10.4 SCS shall not disclose, or permit disclosure of any information designated by Client as confidential, except to its employees and other consultants who need such information in order to properly execute the Services of this Agreement. This provision shall not apply to information which: (1) has been published and is in the public domain, (2) has been provided to SCS by third parties who have the legal right to possess and disclose the information, (3) was in the possession of SCS prior to the disclosure of such information to SCS by Client, (4) is required by law or any governmental agency to be disclosed or (5) would require disclosure to comply with the ethical obligations of SCS to protect the public.

10.5 Statements made by SCS concerning probable construction costs and detailed cost projections represent SCS' judgment with respect thereto. It is recognized, however, that SCS has no control over actual site conditions, the cost of labor, materials, or equipment, a contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, SCS cannot and does not represent or guarantee that bids or ultimate Project costs will not vary from any statement of probable construction cost or other cost projection prepared by SCS.

10.6 All drawings, specifications, reports, notes and data developed pursuant to this Agreement are instruments of service, and as such the original documents, are and remain the property of SCS.

10.7 If construction at a site is to be performed by a person other than SCS, Client agrees to require such person to assume sole and complete responsibility for job site conditions during the course of construction, including safety of all persons and property. SCS shall have no responsibility for site health and safety for anyone other than its own employees, unless SCS expressly has agreed to provide such services and it is included in the Services in a Work Order. Client agrees SCS shall not be responsible for and does hereby release, hold harmless, indemnify and defend SCS from and against all claims, losses, damages, liability and costs, including costs of defense thereof, arising out of or in any way connected with the performance of construction work by persons other than SCS.

10.8 To the extent specifically provided in a Work Order, SCS will be available for advice and consultation, and will monitor on a limited basis construction work performed by persons other than SCS. SCS accepts no responsibility and makes no warranty whatsoever that construction work performed by other persons meets the design specifications (this being the sole responsibility of Client) unless the Scope of Services in a Work Order provides specifically for SCS to assume such responsibility. In no event shall SCS be responsible for the means, method or manner of performance of any persons other than SCS or its subcontractors.

10.9 At no time shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to SCS, nor shall any provision of this Agreement or any Work Order be interpreted to permit or obligate SCS to assume the status of a "generator," "owner," "operator," "transporter," "arranger," or "treatment, storage or disposal facility" under state or federal law.

10.10 Unless specifically required under a Work Order, SCS will not be responsible for any permit fees required with respect to the Project.

ARTICLE 11 – TERM AND TERMINATION OF AGREEMENT.

11.1 This Agreement shall be in effect for a one-year term. The term of the Agreement automatically shall be extended by subsequent one-year terms unless a party provides written notice of termination no less than thirty (30) days prior to expiration of the term. SCS shall complete all Services ordered prior to the expiration of this Agreement in accordance with the applicable schedule set forth in each Work Order.

11.2 This Agreement or any Work Order issued pursuant to this Agreement may be terminated by either party upon thirty (30) days written notice to the other party without cause; by mutual written agreement of the parties; or by either party upon five (5) days written notice to the other in the event of continuing substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If this Agreement or any Work Order is terminated, SCS shall be paid for all Services performed by SCS prior to the effective date of termination. The indemnities of Article 9 and Article 10 shall survive any termination of this Agreement.

ARTICLE 12 – DELEGATION OF DUTIES; ASSIGNMENT; SUCCESSORS. Neither party shall delegate its duties under this Agreement without the written consent of the other party. Each party binds itself to the successors, administrators and assigns of the other party in respect of all covenants of this Agreement.

ARTICLE 13 – EXTENT OF AGREEMENT. This Agreement represents the entire and integrated agreement between Client and SCS and supersedes all prior negotiations, representations, or agreements, either written or oral, for this Project. In the event any provision of this Agreement is determined to be invalid, the remaining provisions of this Agreement shall continue in full force and effect.

ARTICLE 14 – PARTIES TO AGREEMENT. For the purposes of this Agreement, the term “SCS Engineers” shall mean Stearns, Conrad and Schmidt Consulting Engineers, Inc.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the last date written below.

CLIENT:

SIGN: _____
NAME: _____
TITLE: _____
DATE: _____

SCS ENGINEERS:

SIGN: _____
NAME: _____
TITLE: _____
DATE: _____

ATTACHMENT A

WORK ORDER PURSUANT TO MASTER SERVICES AGREEMENT BETWEEN SCS AND CITY OF JONESBORO FOR PROFESSIONAL SERVICES

WORK ORDER NUMBER 2021-001

1. SCOPE OF SERVICES TO BE PERFORMED: SCS will provide solid waste planning services to the City of Jonesboro. Specifically, SCS will provide evaluation and assessment services for the City's sanitation services as follows:

STAGE ONE:

A. SANITATION NEEDS ANALYSIS

SCS will prepare and submit to the City and other project stakeholders (i.e. outside accounting team) a request for information (RFI). We will request data for the past five years and anticipate the data request to include, but not be limited to, the following:

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Customer Information – number of residents, housing unit types and numbers, geographic locations, etc.

Tonnage Information – solid waste (garbage), yard waste, recyclables

Vendor Contracts - recycling and landfill disposal

Disposal / Processing Information – landfill gate receipts, recyclable processing costs, commodity sales, etc.

Personnel Information – headcount, position descriptions, hourly pay and salaries, overhead, fringe, and benefits, overtime pay, labor agreements, etc.

Sanitation Department Financials – statement of accounts, equipment amortization and depreciation, buildings and infrastructure, etc.

SCS will also review current contracts with third parties (i.e. landfill, recyclables processor, others) and any other relevant information or correspondence provided by the City and germane to the study.

Then, SCS will meet with the City to review the background information data set. SCS will also perform site visits to the City's operations (i.e. fleet barn, maintenance shop, incineration facility, etc.), to the landfill operation, to the recycling operation, and any other related facilities or operations (i.e. yard waste facility). In support of this task, SCS will meet with Sanitation Department staff, discuss route concerns and safety, and observe select routes and document time and motion for various collections (i.e. garbage, yard waste, recyclables, bulky items, etc.).

1. Cost of Service

Based on the information gathered and the site visit, SCS will review and compile

updated budgeted revenues, expenses, debt service, capital and transfers, including projected capital expenditures, vehicle/equipment replacements, facility/infrastructure improvements and maintenance, and other special projects. We will establish a baseline cost of service for the currently provided City services and we will meet with City staff in a collaborative work session to review the preliminary results. Following, we will make necessary adjustments based on input from staff and we will prepare a final report on the current operational costs of service as well as long term costs for the current service levels.

2. Needs Analysis and Current State of Sanitation Department

SCS will meet with the City to discuss any funding shortfalls, identified in the Cost of Service analysis, and present and discuss possible alternatives/scenarios for further evaluation as part of the long-term solution identification effort. SCS, as part of this effort, will identify any pros and cons related to the identified alternatives/scenarios and will present to the City in a White paper. Following receipt of City comments and concurrence with the alternatives/scenarios for detailed analysis, SCS will submit a final RFI to the City and other project stakeholders for remaining data needs to drive the detailed analyses of the solid waste study.

B. CONCEPTUAL SERVICES

SCS, following buy-in on the alternatives/scenarios and receipt of the RFI data, will perform pro forma modeling of the alternatives. For planning purposes, we have assumed that three to five alternatives will be analyzed and may include:

1. Current system.
2. Current system but with limitations on volume.
3. Modified collections – recyclables and/or yard waste.
4. Modified handling yard waste-incineration and/or composting
5. Pay as you throw (PAYT) alternatives for extraordinary services.

Pro forma modeling will utilize historical cost data obtained as well as appropriate inflationary, population, and generation rate escalation factors.

1. Conceptual System Design

SCS will issue a summary letter to the City for review and comment as an interim deliverable. The letter is anticipated to propose an optimal and cost-effective system design that will address the needs of the City's Sanitation Department in terms of performance, effectiveness, sustainability and economics.

2. Draft Solid Waste Study and Report of Recommendations

Following receipt of comments on the interim deliverables, we will prepare and submit to the City a Draft Solid Waste Study Report which will include a Draft Business Plan and Draft Report of Recommendations. SCS understands that the Report will be subject to significant political and scientific scrutiny and, as such, understands the importance for clarity, transparency, and defensibility of the analyses, conclusions, and recommendations. SCS will include an Executive Summary which can be utilized by the City's Sanitation Department and the Mayor's Office for talking points with media, Council, constituents and other stakeholders. SCS will prepare a PowerPoint Presentation and will participate in a single meeting with City Council to review the

study report.

C. FINAL ASSESSMENT REPORT

Following receipt of comments on the draft reports, SCS will prepare and submit to the City a Final Solid Waste Study, Business Plan, and Recommendation Report. The Report will be sealed by an Arkansas-licensed Professional Engineer and we will provide five (5) bound hard copies and an electronic copy in Adobe Acrobat – PDF format.

STAGE TWO:

If requested, SCS will assist the City with stakeholder engagement to seek input on likely system changes identified during Stage One that will impact the customer facing sanitation services currently provided. Assistance may include:

1. Public meeting support, inclusive of meeting collateral (i.e. informational boards, graphics, analysis) and meeting attendance.
2. Public survey support should the City elect to complete. Support includes assistance with developing questions, survey administration (i.e. mailings, web-based, or telephone), and compilation and statistical analysis of respondents.

SCS will prepare a summary of any public meetings or stakeholder engagement activities completed and will document impacts to the sanitation system if input received necessitates changes to the services previously identified and agreed to in Stage One. If necessary, SCS will attend City Council meetings to review and discuss fiscal and/or operational impacts.

STAGE THREE:

If requested, SCS will provide collection system optimization and route optimization support to the City to ensure that the agreed upon sanitation services provided, from Stage One and Two, are completed in an efficient and operationally balanced manner. SCS will complete safety and productivity assessments (i.e. driver ride-alongs, driver surveys, time motion studies, etc.), will design custom map templates, perform service level modeling with flexibility to accommodate for future growth, and develop final customized routes for services provided (i.e. trash, yard waste, recycling, other).

2. WORK ORDER SCHEDULE: SCS will complete the Stage One services within 120 days of written authorization to proceed.

3. COMPENSATION: Any work added to the Scope of Services to be Performed shall be compensated at SCS' standard fee schedule in effect at the time of performance, unless otherwise agreed, subject to the terms and conditions of the Master Services Agreement between the parties.

Stage One - SCS will be compensated for time and expenses in accordance with SCS' standard rates in effect at the time of performance, provided that total compensation will not exceed \$93,500 without the authorization of Client. Our estimate, for Stage One services, includes 450 hours of professional time and mobilization expense for two trips to Jonesboro to complete the operational reviews and present the study findings.

Stage Two - Stage Two services, if requested, will be authorized by subsequent change order. SCS will be compensated for time and expenses in accordance with SCS' standard rates in effect at the time of performance. Total compensation will not exceed the agreed upon amount without the authorization of Client.

Stage Three - Stage Three services, if requested, will be authorized by subsequent change order. SCS will be compensated for time and expenses in accordance with SCS' standard rates in effect at the time of performance. Total compensation will not exceed the agreed upon amount without the authorization of Client.

4. AGREEMENT BY THE PARTIES: The parties have caused this Work Order to be executed by their duly authorized representatives.

SCS ENGINEERS:

CITY OF JONESBORO

By:  _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____