

Municipal Center 300 S. Church Street Jonesboro, AR 72401

# Meeting Agenda Public Works Council Committee

Tuesday, December 2, 2014 5:00 PM Municipal Center

# 1. Call To Order

# 2. Roll Call by City Clerk Donna Jackson

# 3. Approval of minutes

MIN-14:133 Minutes for the Public Works Committee meeting on November 4, 2014

Attachments: Minutes

Minutes for the special called Public Works Committee meeting on November 18, 2014

Attachments: Minutes

### 4. New Business

### Resolutions To Be Introduced

RES-14:192 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS

AUTHORIZING THE MAYOR AND CITY CLERK TO SELL FIRE STATION #5

PROPERTY LOCATED AT 2916 WOOD STREET

**Sponsors:** Mayor's Office

<u>Attachments:</u> Wood Street Fire Station Appraisal

Bid Sheet F.S. 5 Wood Street

First Security Letter Tralan Engineering

Building Facilities Meeting Minutes Oct. 9, 2014

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS

REQUESTING FREE UTILITY SERVICE FROM CITY WATER AND LIGHT FOR THE

WELCOME TO JONESBORO SIGN LOCATED AT 7001 JOHNSON AVENUE

**Sponsors:** Mayor's Office

RES-14:201 A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER

MANAGEMENT FACILITIES FOR WILDWOOD ADDITION PHASE 3B, A

RESIDENTIAL DEVELOPMENT

**Sponsors:** Engineering

<u>Attachments:</u> <u>Maintenance Agreement</u>

<u>Plat</u>

RES-14:210 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE

MAYOR AND CITY CLERK TO PURCHASE PROPERTY LOCATED AT 916 HOPE

STREET, JONESBORO, ARKANSAS FOR THE PURPOSE OF STREET

**IMPROVEMENTS** 

**Sponsors:** Engineering

Attachments: Sallie Brown - Offer & Acceptance

RES-14:215 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE

MAYOR AND CITY CLERK TO GRANT AN UTILITY EASEMENT TO CENTERPOINT

ENERGY RESOURCES CORP., A DELAWARE CORPORATION, D/B/A

CENTERPOINT ENERGY ARKANSAS GAS

**Sponsors:** Engineering

<u>Attachments:</u> Natural Gas Easement - JETS Facility

RES-14:216 A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER

MANAGEMENT FACILITIES FOR REPLAT OF LOTS 9-12 OF GERALD WATKINS

SUBDIVISION, A RESIDENTAL DEVELOPMENT

**Sponsors:** Engineering

Attachments: Maintenance Agreement

<u>Plat</u>

# 5. Pending Items

#### 6. Other Business

Discussion concerning flooding issues on the Talley property at 318 Leslie Ann

## 7. Public Comments

# 8. Adjournment



300 S. Church Street Jonesboro, AR 72401

# Legislation Details (With Text)

File #: MIN-14:133 Version: 1 Name:

Type: Minutes Status: To Be Introduced

File created: 11/5/2014 In control: Public Works Council Committee

On agenda: Final action:

Title: Minutes for the Public Works Committee meeting on November 4, 2014

**Sponsors:** 

Indexes:

**Code sections:** 

**Attachments:** Minutes

Date Ver. Action By Action Result

Minutes for the Public Works Committee meeting on November 4, 2014



Municipal Center 300 S. Church Street Jonesboro, AR 72401

# Meeting Minutes - Draft Public Works Council Committee

Tuesday, November 4, 2014 5:00 PM Municipal Center

1. Call To Order

Mayor Perrin was unable to attend.

### 2. Roll Call by City Clerk Donna Jackson

**Present** 7 - Gene Vance;Chris Moore;John Street;Mitch Johnson;Darrel Dover;Charles Coleman and Ann Williams

### 3. Approval of minutes

Minutes for the Public Works Committee meeting on October 9, 2014

Attachments: Minutes

A motion was made by Councilman Gene Vance, seconded by Councilman Charles Coleman, that this matter be Passed . The motion PASSED with the following vote.

Aye: 6 - Gene Vance;Chris Moore;Mitch Johnson;Darrel Dover;Charles Coleman and Ann Williams

MIN-14:125 Minutes for the special called Public Works Committee meeting on October 21, 2014

<u>Attachments:</u> <u>Minutes</u>

A motion was made by Councilman Gene Vance, seconded by Councilman Charles Coleman, that this matter be Passed . The motion PASSED with the following vote.

Aye: 6 - Gene Vance;Chris Moore;Mitch Johnson;Darrel Dover;Charles Coleman and Ann Williams

#### 4. New Business

Resolutions To Be Introduced

RES-14:162 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS REQUESTING

FREE UTILITIES AT 502-B- N. BRIDGE STREET FOR THE CITY OF

JONESBORO.

**Sponsors:** Building Maintenance

Councilman Moore asked what is located at this address. Councilman Vance answered it is the old Northside Park.

Meeting Minutes - Draft

A motion was made by Councilman Darrel Dover, seconded by Councilman Mitch Johnson, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 6 - Gene Vance; Chris Moore; Mitch Johnson; Darrel Dover; Charles Coleman and Ann Williams

#### RES-14:175

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT RIGHT-OF-WAY FROM RPI TURTLE CREEK MALL, LLC TO CONSTRUCT A RIGHT TURN LANE AT NORTHEAST CORNER OF THE INTERSECTION OF HIGHLAND DRIVE AND RED WOLF BOULEVARD

<u>Sponsors:</u> Engineering

<u>Attachments:</u> <u>Dedication Deed</u>

**Indemnification Agreement** 

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

Aye: 6 - Gene Vance; Chris Moore; Mitch Johnson; Darrel Dover; Charles Coleman and Ann Williams

#### **RES-14:179**

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO INSTALL CURB FOR THE ABERDEEN EXTENSION TO MACEDONIA ROAD IN SAGE MEADOWS SUBDIVISION

**Sponsors:** Engineering

Attachments: Agreement

Chairman Street noted the project amount will be \$14 per liner foot and there is a total of 1,576 liner feet in this project. He noted the Property Association will be billed for this project when it is completed.

A motion was made by Councilman Mitch Johnson, seconded by Councilwoman Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 6 - Gene Vance;Chris Moore;Mitch Johnson;Darrel Dover;Charles Coleman and Ann Williams

#### RES-14:183

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT DRAINAGE EASEMENT FROM BP HERITAGE LLC FOR THE PURPOSE OF MAKING DRAINAGE IMPROVEMENTS

**Sponsors:** Engineering

Attachments: Permanant Drainage Easement

A motion was made by Councilman Darrel Dover, seconded by Councilman Chris Moore, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 6 - Gene Vance; Chris Moore; Mitch Johnson; Darrel Dover; Charles Coleman and Ann Williams

Meeting Minutes - Draft

#### RES-14:184

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH TURMAN CONSTRUCTION, INC. FOR THE CDBG SEWER IMPROVEMENTS - TONYA DRIVE PROJECT (2014:28)

**Sponsors:** Engineering and Grants

Attachments: Contract Documents - 2014 28

**Bid Tab** 

City Engineer Craig Light explained the city budgeted \$65,000 for the project. He added the city's portion of the project will be paid for with grant funds and City Water & Light will pay the difference of the final project cost.

A motion was made by Councilman Mitch Johnson, seconded by Councilman Darrel Dover, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 6 - Gene Vance; Chris Moore; Mitch Johnson; Darrel Dover; Charles Coleman and Ann Williams

#### **RES-14:187**

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS RENAMING DUSTIN DRIVE TO CEDAR CREEK LANE

**Sponsors:** Planning

<u>Attachments:</u> <u>DustinDrive Aerial View</u>

Ridgeview Farms Addition Replat

Chairman Street asked if renaming the street will help with confusion. City Planner Otis Spriggs answered yes and this is part of the old Ridgeview Farms Subdivision. He added some of the property is being re-platted and the current owner has worked with 911 for proper addressing so some of the property will not have a Woodsprings Road address. He noted the street has not been identified yet so there will be no confusion.

A motion was made by Councilman Gene Vance, seconded by Councilwoman Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 6 - Gene Vance; Chris Moore; Mitch Johnson; Darrel Dover; Charles Coleman and Ann Williams

#### 5. Pending Items

### 6. Other Business

# 7. Public Comments

## 8. Adjournment

A motion was made by Councilman Mitch Johnson, seconded by Councilman Chris Moore, that this meeting be Adjourned. The motion CARRIED with the

# following vote:

**Aye:** 6 - Gene Vance; Chris Moore; Mitch Johnson; Darrel Dover; Charles Coleman and Ann Williams

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300 S. Church Street Jonesboro, AR 72401

# Legislation Details (With Text)

File #: MIN-14:141 Version: 1 Name:

Type: Minutes Status: To Be Introduced

File created: 11/19/2014 In control: Public Works Council Committee

On agenda: Final action:

Title: Minutes for the special called Public Works Committee meeting on November 18, 2014

**Sponsors:** 

Indexes:

**Code sections:** 

Attachments: Minutes

Date Ver. Action By Action Result

Minutes for the special called Public Works Committee meeting on November 18, 2014



Municipal Center 300 S. Church Street Jonesboro, AR 72401

# Meeting Minutes - Draft Public Works Council Committee

Tuesday, November 18, 2014 5:10 PM Municipal Center

# **Special Called Meeting**

# 1. Call To Order

Mayor Perrin was unable to attend.

#### 2. Roll Call by City Clerk Donna Jackson

Present 7 - Gene Vance;Chris Moore;John Street;Mitch Johnson;Darrel Dover;Charles Coleman and Ann Williams

# 3. New Business

Resolutions To Be Introduced

RES-14:196

A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR TEMPLE BAPTIST CHURCH, SECOND REPLAT, A COMMERCIAL SUBDIVISION

**Sponsors:** Engineering

Attachments: Maintenance Agreement

<u>Plat</u>

Chairman Street stated this is a standard agreement, but it needs to be placed on tonight's Council agenda.

A motion was made by Councilman Mitch Johnson, seconded by Councilman Darrel Dover, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 6 - Gene Vance; Chris Moore; Mitch Johnson; Darrel Dover; Charles Coleman and Ann Williams

### 4. Public Comments

# 5. Adjournment

A motion was made by Councilman Mitch Johnson, seconded by Councilwoman Ann Williams, that this meeting be Adjourned . The motion PASSED with the following vote.

Aye: 6 - Gene Vance; Chris Moore; Mitch Johnson; Darrel Dover; Charles Coleman and Ann Williams



# Legislation Details (With Text)

File #: RES-14:192 Version: 1 Name: Sale of property at 2916 Wood Street to Tralan

Engineering

Type: Resolution Status: To Be Introduced

File created: 11/5/2014 In control: Public Works Council Committee

On agenda: Final action:

Title: RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS

AUTHORIZING THE MAYOR AND CITY CLERK TO SELL FIRE STATION #5 PROPERTY

LOCATED AT 2916 WOOD STREET

**Sponsors:** Mayor's Office

Indexes: Property purchase - real

**Code sections:** 

Attachments: Wood Street Fire Station Appraisal

Bid Sheet F.S. 5 Wood Street

First Security Letter Tralan Engineering

Building Facilities Meeting Minutes Oct. 9, 2014

Date Ver. Action By Action Result

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND CITY CLERK TO SELL FIRE STATION #5 PROPERTY LOCATED AT 2916 WOOD STREET

WHEREAS, the City of Jonesboro desires to sell and did advertise the Fire Station #5 property at 2916 Wood Street for sell and;

WHEREAS, Tralan Engineering desires to purchase the property at 2916 Wood Street, owned by the City of Jonesboro, Arkansas, being more described as follows, to wit:

A PART OF THE SE 1/4 SW 1/4 OF SECTION 25, TOWNSHIP 14 NORTH-RANGE 3 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NE CORNER SE 1/4 SW 1/4 OF SECTION 25, TOWNSHIP 14 NORTH-RANGE 3 EAST: THENCE S89° 17' W ON THE 40 ACRE LINE 578.1' TO THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 63 BYPASS AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF WOOD STREET A CONCRETE RIGHT-OF-WAY MARKER, THE POINT OF BEGINNING PROPER; THENCE IN A SOUTHWESTERLY DIRECTION ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF WOOD STREET ON A 10° 33' CURVE TO THE LEFT 198.68' TO THE END OF SAID CURVE; THENCE S4° 02'W ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF WOOD STREET 4.6' TO A POINT ON LINE WITH A FENCE PRODUCED WESTERLY; THENCE S83° 37' E ON LINE WITH SAID FENCE PRODUCED WESTERLY AND ON LINE WITH SAID FENCE 149.9' TO THE N. FACE OF A CORNER POST OF AFORESAID FENCE; THENCE N14° 13' E 182.6' TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 63 BYPASS; THENCE N54° 46' W ON SAID RIGHT-OF-WAY LINE 22.8'; THENCE N79° 41'17" W ON SAID RIGHT-OF-WAY LINE 127.2' TO THE POINT OF BEGINNING PROPER, CONTAINING 0.698 ACRES

# File #: RES-14:192, Version: 1

WHEREAS, it is in the best interest of the City of Jonesboro that said property be sold to Tralan Engineering for the sum of \$195,000.00 as per the Building Facilities Meeting Minutes of Oct. 9, 2014.

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 to execute the documents necessary to complete this transaction and accept the purchase price of \$195,000.00 due and payable at the time of closing by the buyer.

# APPRAISAL REPORT

**FOR** 

**CITY OF JONESBORO** 

2916 WOOD STREET JONESBORO, AR 72404

**JULY 11, 2014 (Inspection Date)** 

BY

BOB GIBSON & ASSOCIATES APPRAISAL SERVICE 420 W. JEFFERSON JONESBORO, AR 72401

# **BOB GIBSON & ASSOCIATES**

Real Estate Appraisers & Consultants 420 West Jefferson P. O. Box 3071 Jonesboro, Arkansas 72401

Bob L. Gibson, CG0247 Dennis L. Jaynes, CG0607 Gene Scarborough, CG2455 Telephone (870) 932-5206 Facsimile (870) 972-9959

July 28, 2014

City of Jonesboro 300 Church St Jonesboro, AR 72401

#### Attn L.M. Duncan:

At your request, we have inspected and appraised 2916 Wood St located in the City of Jonesboro, AR. The enclosed report is being presented in the form of an appraisal report as directed by Standard 2, Rule 2-2<sup>(b)</sup> of the USPAP.

The purpose of this appraisal is to express our opinion of the market value of the fee simple interest in the real estate, subject to the definition of value, assumptions and limiting conditions, and certifications contained in the attached report.

It is our understanding that this appraisal report is to be used for the purpose of assisting the City of Jonesboro in determining a sales price; it may be invalid if used for any other purpose or valuation date. The intended user is City of Jonesboro.

Based on the data and conclusions presented in the attached report, it is our opinion that as of July 11, 2014, the market value of the subject property appraised was:

# TWO HUNDRED THIRTY-EIGHT THOUSAND DOLLARS \$238,000

Bob Gibson and Associates has performed the subject appraisal under the requirements and policies of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA). It is our practice to adhere to the Uniform Standards Board of the Appraisal Foundation. In addition, we have followed the implementation rules of the Office of the Comptroller of the Currency and Federal Reserve Board.

Descriptions of the property appraised, together with explanations of the appraisal procedures used, are presented in this report.

A copy of this report and the field data from which it was prepared will be retained in our files and are available for review upon request.

Sincerely,

Bob Gibson, CG0247

# SUMMARY OF IMPORTANT DATA AND CONCLUSIONS

LOCATION:

2916 Wood St, Jonesboro, AR 72404

PROPERTY RIGHTS APPRAISED:

Fee Simple Interest

OWNERSHIP:

City of Jonesboro (per tax card)

ZONING:

R-1, Single Family Residential (Rezoning Recommended)

LAND AREA:

0.698 +/- acres or 30,405 +/- Sq Ft

PRINCIPAL IMPROVEMENTS:

3,406 +/- Sq Ft Fire Station

**UTILITIES:** 

Public water and sewer, natural gas, refuse collection, electricity & telephone services.

AGE OF THE IMPROVEMENTS:

Actual: 42 Years (estimated) / Effective: 21 Years

HIGHEST AND BEST USE:

Commercial

**MARKET VALUE:** 

\$238,000

EFFECTIVE DATE (Inspection Date):

July 11, 2014

REPORT DATE:

July 28, 2014

# Additional Certifications to Comply with requirements of Standards Rule 2-3.

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reported predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification. (Any exception is stated below.)



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# **IDENTIFICATION OF THE PROPERTY**

Subject is the real property and land located at 2916 Wood St in Jonesboro, AR. A legal description can be found in the addenda of this report.

# PURPOSE OF THE APPRAISAL

The purpose of the appraisal is to express our opinion of the market value of the fee simple interest.

# EFFECTIVE DATE

The property was inspected by personnel of Bob Gibson and Associates Appraisal Services, on July 11, 2014, which is also the effective date of the report. This appraisal assumes that there would be no substantial changes between the inspection date and the report date.

# INTENDED USE/USER OF THE APPRAISAL

It is our understanding that this appraisal report is to be used to determine fair market value. The client is the City of Jonesboro and the intended user is the same. It may be invalid if used for any other purpose or valuation date or by any other user.

## ENVIRONMENTAL ISSUES

An environmental assessment of the subject property is beyond the scope of this report. Any reference to environmental issues indicates our research into the environmental aspects affecting the market and is not to be construed as an opinion regarding specific issues concerning the subject property unless otherwise noted in this report.

# **SCOPE OF WORK**

The City of Jonesboro asked Bob Gibson & Associates to appraise the real estate located at 2916 Wood St in Jonesboro, Arkansas for the purpose of determining fair market value. This report is made for the use of the City of Jonesboro only and is being developed for the purpose of determining a market value for the subject property as of July 11, 2014 (date of inspection). Subject site and improvements (both interior/exterior) were physically inspected by this appraiser. When performing the inspection of this property, the appraiser visually observed areas that were readily accessible. The appraiser is not required to disturb or move anything that obstructs access or visibility. The inspection is not technically exhaustive. The inspection of subject site does not offer warranties or guarantees of any kind. Appraiser has researched/analyzed market data/trends in both the region and subject neighborhood. Appraiser has researched county records and MLS. He has also had discussions with local Realtors. All market data in this report has been verified by buyer, seller, broker, deed, title company, and/or leasing agent wherever possible. All approaches to value were considered in this report. This report summarizes the significant data found during research as well as appraiser's analysis of this data in support of establishing fair market value of subject property. The appraisal has accordingly been completed under those assumptions and limiting conditions that are contained in this report.

# **APPRAISAL DEFINITIONS**

The following definitions are pertinent to this report.

# Market Value

The most probable price which a property should bring in a competitive market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is consummation of a sale as of a specified date and passing of title from seller to buyer under conditions whereby:

- a. Buyer and seller are typically motivated;
- b. Both parties are well informed or well advised and each acting in what he considers his own best interest.
- c. A reasonable time is allowed for exposure in the open market;
- d. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Market Value is synonymous with the legal term "fair market value."

(Source: Rules and Regulations, Federal Register, Vol. 55, No. 129, page 277771)

# Fee Simple Interest

Fee simple interest is defined as absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power, and taxation.

# Reproduction Cost New

Reproduction cost new is the cost of construction, at current prices, of an exact duplicate, or replica, using the same materials, construction standards, design, layout, and quality of workmanship, and embodying all of the deficiencies, super-adequacies, and obsolescence of the subject building.

# Replacement Cost New

Replacement cost new is the cost of construction, at current prices, of a building having utility equivalent to the building being appraised but built with modern materials and according to current standards, design and layout.

# Depreciation

Depreciation is defined as a loss in value from all causes, including factors of deterioration, functional obsolescence, and/or external obsolescence.

# JONESBORO AREA ANALYSIS

Jonesboro is the county seat of Craighead County and is the 5<sup>th</sup> largest city in Arkansas. Jonesboro has a population of 67,263 according to the 2010 census. Jonesboro is located in Craighead County, Northeast Arkansas. Memphis International Airport is only 1 hour to the southeast. Little Rock, the capital of Arkansas, is only about 2.5 hours southwest of Jonesboro. Jonesboro is serviced by two railroads and a regional airport.

Jonesboro has not experienced the degree of economic downturn that much of the rest of the country has recently experienced. It is one of the state's most dynamically developing centers, growing in areas of industry, retail and medicine. Jonesboro is also a hub of agricultural production (cotton, rice and soybean fields) and the home of Riceland Foods, the largest rice mill in the world. Several large industries support the growing community to include but not limited to Hytrol, Kraft Foods, Frito Lay, and Nestle. Jonesboro has a rich assortment of retail stores to include all major categories of merchandise at various price levels. The Mall at Turtle Creek was recently opened and offers 750,000 sf of retail shopping.

Jonesboro is serviced by 128 police officers and 98 firefighters. It is also home to Arkansas State University. Jonesboro offers many employment opportunities in industry, retail, medical, education, and agriculture. Jonesboro has over 3,200 businesses that may offer opportunities for employment, according to the number of business permits issued. Some of the major employers include St. Bernard's Medical Center, Arkansas State University, Wal-Mart Super Centers (2), and Hytrol. A complete list as well as more information on the city of Jonesboro can be found in the addenda of this report.

Information has been taken from the Jonesboro Regional Chamber of Commerce's website.

More information can be found at www.jonesborochamber.com.

# **NEIGHBORHOOD ANALYSIS**

A 'neighborhood', as defined in Real Estate Appraisal Terminology, Revised Edition, copyrighted 1984 is:

"A portion of a larger community, or an entire community, in which there is a homogenous grouping of inhabitants, buildings, or business enterprises. Inhabitants of a neighborhood usually have more than a casual community of interest. Neighborhood boundaries may consist of well defined natural or man made barriers or they may be more or less well defined by a distinct change in land use or in the character of the inhabitants."

The term 'neighborhood' as used in this report is defined as 'a group of complimentary land uses'. Social, economic, governmental and environmental forces influence property values in the vicinity of a subject property which in turn, directly affect the value of the subject property itself. Therefore, it is necessary to delineate the boundaries of the area of influence to conduct a thorough analysis. (From The Appraisal of Real Estate, 13th Edition, published by the American Institute of Real Estate Appraisers, 2008).

In smaller communities, the Area Analysis may conform to the first definition of a neighborhood; whereas the latter definition calls for a more refined analysis. For the purpose of this report, I have considered the Area Analysis synonymous with a Macro Neighborhood Analysis. The following analysis is considered a Micro Neighborhood Analysis.

Subject is located in the City of Jonesboro. The subject is bound by Hwy 63 Bypass (Joe N Martin Expy) to the north, Southwest Dr to the east and south and Covey Dr to the west. The subject's immediate area is a combination single family residential and commercial.

# SITE DATA

Subject site is irregular shaped and contains 0.698 +/- acre or 30,405 +/- Sq Ft. Subject is gently sloping, street curb and gutters, street lights and has good access to Wood St.

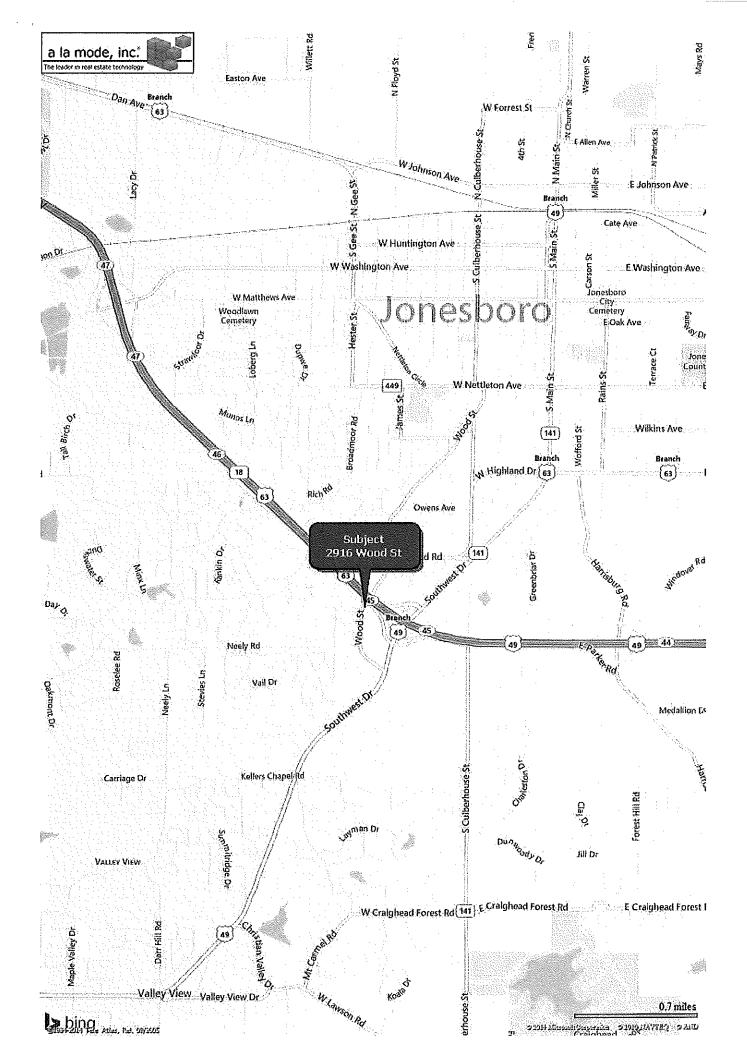
According to the Arkansas State Highway and Transportation Department, 7,700 cars travel on Parker Rd each day.

The exact soil and subsoil content of the subject site and the neighborhood are unknown and there have been no samples or analyses made available. Due to the condition of existing improvements in the neighborhood, there are apparently no atypical soil related construction problems that would make building prohibitive.

The subject is not situated in a HUD flood hazard area, according to flood map Community Number 05031C0131C, dated September 27, 1991, which is included in the addenda of the report.

Water, gas, electric, sewer, cable and telephone services are available to the site.

The subject is encumbered by various minor utility easements, none of which adversely affects overall site utility.

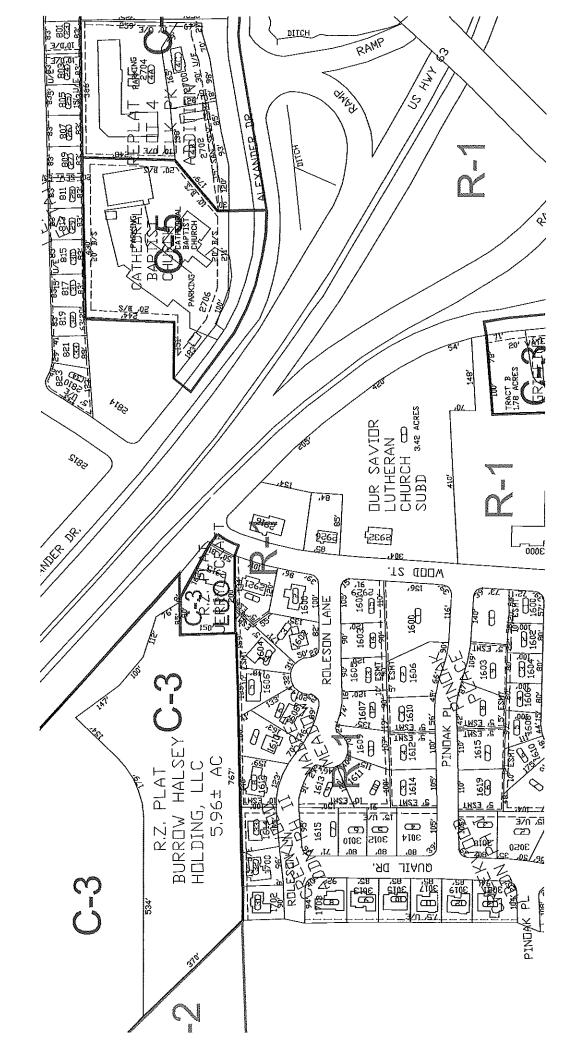


# ASSESSMENT AND TAXES

The Craighead County Tax Assessor's parcel number for the property is 01-143253-02100. The subject is tax exempt.

# **ZONING**

The subject property is zoned R-1, Single Family Residential. Rezoning to commercial is highly recommended.



# IMPROVEMENT DATA

Subject is improved with a 3,406 +/- Sq Ft brick building on concrete block construction. It is currently used as a fire station. Approximately 40 % of the building is a garage/shop area. It is only heated. It has concrete floors and two overhead doors. The remainder of the building has central heat and air and is finished into a living area, kitchen, sleeping quarters and bath areas. This could easily be divided into office space. The ceiling in this area is a drop ceiling with recessed lighting. Floors are a combination of concrete and vinyl tile. Windows are metal and the roof is composition shingles.

# **CONDITION AND FUNCTIONAL UTILITY**

The subject improvements are in new condition and typical of other facilities of this type. The building has an effective age of approximately 21 years. Overall, the property appears to be in reasonably average condition for its age and is functional for its current use.

# **EXPOSURE AND MARKETING TIME ESTIMATES**

A determination of a "reasonable" marketing period must recognize that real property is not generally a highly liquid asset. Marketing periods vary significantly with respect to property type, location and market conditions. Sales, offerings, options, and transactions involving properties having comparable marketability are considered. Information from multiple listing services, Realtors, lenders, owners, and investors is also considered. All data is considered in relationship to current national, regional, and local economic and development trends.

The improved sales indicated that exposure time (i.e. the length of time the subject property would have been exposed for sale in the market had it sold at the market value concluded in this analysis as of the date of this valuation) would have been about 12 months. The estimated marketing time (i.e. the amount of time it would probably take to sell the subject property if exposed in the market beginning on the date of this valuation) is estimated to be 12 months.

# STATEMENT OF OWNERSHIP

According to the Craighead County Tax Assessor's Office, the property has not had a change in ownership in the last 36 months.

# SUBJECT PROPERTY OFFERING INFORMATION

According to the owner MLS, the subject property has not been offered for sale in the past year.

#### **ITEMS OF PERSONAL NATURE**

Items of personal nature were not included in the final value estimate.

# HIGHEST AND BEST USE

Highest and Best Use, as used in this appraisal report, is defined as, "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value." (From The Appraisal of Real Estate 13th Edition, prepared by The American Institute of Real Estate Appraisers.) A basic economic principle applicable in the estimation of highest and best use is the principle of conformity. Again, quoting from the 13th Edition of The Appraisal of Real Estate, "Market forces create market value, so the analysis of market forces that have a bearing on the determination of highest and best use is crucial to the valuation process. When the purpose of an appraisal is to develop an opinion of market value, highest and best use analysis identifies the most profitable and competitive use to which the property can be put."

When determining the highest and best use of an unimproved site, it is necessary to determine the highest and best use of the site as if vacant and ready to be put to its highest and best use. This use has been determined with regard to what uses are physically possible, legally permissible, financially feasible, and maximally productive. In estimating (determining) the highest and best use, consideration is given to surrounding improvements, deed restrictions, the site's physical and legal constraints, location and trends in the neighborhood. Implied in these definitions is that the determination of highest and best use takes into account the contribution of a specific use to the community and community development goals as well as the benefits of that use to individual property owners.

An additional implication is that the determination of highest and best use results from the appraiser's judgment and analytical skill - that is, that the use determined from analysis represents an opinion, not a fact to be found. In appraisal practice, the concept of highest and best use represents the premise upon which value is based. (From The Appraisal of Real Estate, 13th Edition, published by the American Institute of Real Estate Appraisers, 2008). The highest and best use of the subject site as vacant will be analyzed based on the aforementioned criteria for determining highest and best use.

Highest and Best Use is defined as "that reasonable and probable use that will support the highest present value, as defined, as of the effective date of the appraisal. Alternatively that use, from among reasonable, probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible and which results in the highest land value."

The following tests must be passed in determining the highest and best use:

The use must be within the realm of probability; that is, it must be likely, not speculative or conjectural.

The use must be legal.

A demand must exist for such use.

The use must be profitable.

The use must be such as to return to the land, as well as the property on the whole, the highest net return.

Four stages are included in the analysis of highest and best use:

Physically Possible: determine the physically possible uses for the subject site.

Legally Permissible: determine which uses are legally permitted for the subject site.

Financially Feasible: determine which possible and permissible uses will produce a net return to the subject site.

Maximally productive: determine which use, among the feasible uses, is the most profitable use of the subject site.

The highest and best use of the land as if vacant and available for use may be different from the highest and best use of improved property. This is true when the improvements do not constitute an appropriate use. The existing use will continue unless and until land value in its highest and best use exceeds the sum value of the entire property in its existing use and the cost to remove the improvements.

Since the appraisal of the subject property is based on a particular premise of use, the highest and best use analysis determines just what this premise of use should be. A highest and best use analysis consists of considering the highest and best use of a property under two assumptions: (1) with a vacant and available site and (2) with the property as improved. These two assumptions on highest and best use are correlated into one final estimate of highest and best use.

# AS VACANT AND AVAILABLE

The first major aspect of the highest and best use analysis is considering the property as if it were vacant and available for development. This assumption is made to determine whether the land alone is worth more than the existing property, as is. In other words, this is the beginning benchmark to compare with the highest and best use of the property as is, to determine whether the site is presently under-utilized.

POSSIBLE USE - The physical aspects of the land impose the first constraints on any possible use of the property. The appraised tract is an irregular tract consisting of 0.698 +/- acres. The site is gently sloping and above and at street grade and has good access to Wood St. Based on the physical aspects of the land parcel, a variety of land uses are possible.

*PERMISSIBLE USE* - The subject is zoned R-1. There are no known easements that would negatively affect the development of the tract. Therefore, under the R-1 zoning, a variety of residential uses would be permissible. Rezoning to commercial is highly recommended.

FEASIBLE USES - The demand for vacant land along Wood St and Parker Rd is stable since the neighborhood is mature, and few vacant sites remain unimproved. Development along this area consists of single family residential and commercial businesses. It is my opinion that development of the site for commercial use would provide a positive net return to the land and would, therefore, be considered feasible.

MOST PROFITABLE USE - In the final analysis, a determination must be made as to which feasible use is the highest and best use of the parcel as if vacant. Based on the current demand for commercial space, coupled with the limited number of potential sites with Parker frontage, my opinion is that if the site were vacant and available, the highest and best use would be for commercial development.

# AS PRESENTLY IMPROVED

The appraised property is presently improved with a fire station. The present improvements were designed and constructed as a fire station; however, the layout of the building allows for various other uses. The present improvements make a substantial contribution to the total property in excess of the site. Therefore, no alternative legal use will economically justify removal of the existing improvements. The existing facility represents the highest and best use of the site.

# CONCLUSION OF HIGHEST AND BEST VALUE

Based on the preceding analysis of the site as if it were vacant and available for development, and also as presently improved, it is my opinion that the highest and best use is as commercial.

# APPRAISAL PROCESS

Appraisers commonly think of value in three different ways.

**COST APPROACH TO VALUE** - The current cost of reproducing or replacing a property less depreciation from all sources, that is, physical deterioration, functional and external obsolescence. This appraisal utilizes replacement costs derived from publications of *Marshall and Swift Valuation Service*. This cost data has been further verified as accurate by interviews with contractors involved in construction of similar facilities.

Although entrepreneurial profit is recognized as a residual cost, it is not included in the replacement cost new estimate. Rather, the reconciliation portion of the report attempts to identify any such profit through other approaches to value.

SALES COMPARISON APPROACH TO VALUE - The value indicated by recent sales of comparable properties in the marketplace.

**INCOME CAPITALIZATION APPROACH TO VALUE** - The value which the net earning power of the property will support based upon a capitalization of net operating income of the real estate.

In the majority of our assignments, the appraiser will utilize all three approaches. On occasion he may believe the value indication from one approach will be more significant than the other two, yet he will use all three as a check against each one and to test his own judgment.

There are appraisal problems in which all approaches cannot be applied. A value indication for vacant land cannot be obtained through the use of the cost approach, nor one for a specialized property by the sales comparison approach, and but rarely for an owner-occupied home by the income capitalization approach. The use of all three approaches is pertinent in the solution of most appraisal problems; their application is well established in appraisal technique and held to be part of the fundamental procedure.

In any determination of value, local market data is sought on such factor as sales and offerings of similar properties and tracts of vacant land, current prices for construction materials and labor, rentals of similar properties and their operation expenses, and current rates of return on investments and properties. From this data, values may be developed for the land and the property as a whole.

Three generally accepted methods may be used in the valuation of the fee simple interest on an improved property: the cost approach, the sales comparison approach, and the income approach.

# **COMPARABLE LAND SALES**

Land Sale #1

Grantor/Grantee:

First Presbyterian Church of Jonesboro / Kum & Go LC

Location:

700 Southwest Dr

Sale Date:

01/27/2014

Sale Price:

\$150,000

Land Size:

0.826 +/- acres or 36,000 +/- Sq Ft

Price/Sq Ft:

\$4.17

Source:

JB2014R-001130

Land Sale # 2

Grantor/Grantee:

Jim Walters Homes LLC / C&O Enterprises LLC

Location:

3309 E. Parker 01/04/2010

Sale Date:

\$125,000

Sale Price: Land Size:

1.61 +/- acres or 70,132 +/- Sq Ft

Price/Sq Ft:

\$1.78

Source:

Bk 811, Pg 834

Land Sale #3

Grantor/Grantee:

Regions Bank / Riverside Properties LLC

Location:

Parker Rd - Lot 6, Rooks Subd

Sale Date:

01/04/2011

Sale Price:

\$150,000

Land Size:

1.89 +/- acres or 82,328 +/- Sq Ft

Price/Sq Ft:

\$1.82

Source:

JB2011R-000170

Land Sale #4

Grantor/Grantee:

Mead / Putting Edge & Arcade LLC

Location:

Mead Dr 12/30/2011

Sale Date: Sale Price:

\$468,000

Land Size:

2.60 +/- acres or 113,256 +/- Sq Ft

Price/Sq Ft:

\$4.13

Source:

JB2011R-019830

Land Sale # 5

Grantor/Grantee:

Macon Enterprises LLLP / Central Arkansas Land Dev LLC

Location:

Pt SW NE, Sec 31, Twn 14, Rng 4

Sale Date:

03/14/2012

Sale Price:

\$40,000

Land Size:

0.28 +/- acres or 12,196 +/- Sq Ft

Price/Sq Ft:

\$3.28

Source:

JB2012R-003960

Land Sale #6

Grantor/Grantee:

Neil Stallings Properties 1 LLC / Rook

Location:

Lot 1, Rook Subd

Sale Date:

04/11/2012

Sale Price:

\$120,000

Land Size:

0.54 +/- acres or 23,522 +/- Sq Ft

Price/Sq Ft:

\$5.10

Source:

JB2012R-005911

Land Sale #7

Grantor/Grantee:

LAMCO LMTD Partnership / Mt Zion Baptist Assoc

Location:

Sunnymeadow 05/15/2012

Sale Date: Sale Price:

\$70,000

Land Size:

0.71 +/- acres or 30,928 +/- Sq Ft

Price/Sq Ft:

\$2.26

Source:

JB2012R-008064 and MLS #10046563

Land Sale #8

Grantor/Grantee:

Stuart / Heritage Bank

Location:

3101 Southwest Dr

Sale Date:

03/17/2006

Sale Price:

\$450,000

Land Size:

1.00 +/- acre or 43,560 +/- Sq Ft

Price/Sq Ft:

\$10.33

Source:

Bk 719, Pg 66

Land Sale #9

Grantor/Grantee:

Pebble Creek Prop / NEA Pharmaceutical Inc

Location:

Parker Rd 02/16/2007

Sale Date: Sale Price:

\$450,000

Saic i nec.

1.07 +/- acres or 46,609 +/- Sq Ft

Land Size:

00.65

Price/Sq Ft:

\$9.65

Source:

Bk 742, Pg 558

Land Sale # 10

Grantor/Grantee:

Glenwood Lmtd Partnership / Jonesboro Investment

Location:

Parker Rd 02/29/2008

Sale Date: Sale Price:

\$745,000

Land Size:

1.71 +/- acres or 74,488 +/- Sq Ft

Price/Sq Ft:

\$10.00

Source:

Bk 768, Pg652

Source:

18

Land Sale # 11

Grantor/Grantee:

Mountain Park Place / BBD Etal

Location:

715 Parker Rd

Sale Date:

08/18/2006

Sale Price:

\$266,000

Land Size:

1.00 +/- acre or 43,560 +/- Sq Ft

Price/Sq Ft:

\$6.11

Source:

Bk 730, Pg 415

Land Sale # 12

Grantor/Grantee:

Mountain Park Place / WHCapital LLC

Location:

719 Parker Rd

Sale Date:

06/06/2007

Sale Price:

\$200,000

Land Size:

0.53 +/- acre or 23,087 +/- Sq Ft

Price/Sq Ft:

\$8.66

Source:

Bk 750, Pg 383

The above sales reflect recent sales; as well as, older sales. More weight is given to the older sales because of location. It is my opinion, that if our subject site is rezoned to commercial, it would be worth approximately \$6.00/Sq Ft.

\$6.00/Sq Ft x 30,405 Sq Ft = \$182,430 ROUNDED \$182,000

# COST APPROACH

In the cost approach to valuation, an estimate is made of the current cost of replacement of the improvements. This amount is then adjusted to reflect depreciation resulting from physical deterioration, wear and tear, and utility, on the basis of personal inspection and in comparison with component parts of similar new units. This analysis also recognizes factors of functional and economic obsolescence.

Functional obsolescence is a loss in value caused by factors inherent with a building equipment unit, such as changes in construction materials and techniques, which result in excess capital cost in existing facilities, lack of full use of space, and inability to expand or update the property. Economic obsolescence is caused by external factors, such as general economic conditions, availability of financing, or inharmonious uses.

The adjusted indicated cost is then added to the estimated market value of the land.

The estimated cost of replacement new of the building and land improvements is based on data in the Marshall and Swift Valuation Service, adjusted for costs prevailing in the Jonesboro area. Depreciation is based on the observed condition, with consideration given to age and economic life of the improvements and market conditions.

An analysis of the cost approach follows:

Note: Depreciation shown on the following page is based on effective age and Marshall & Swift depreciation tables.

Estimate Number : 964
Property Address : 2916 Wood
Property City : Jonesboro
State/Province : AR
ZIP/Postal Code : 72404

# Section 1

Occupancy	Class	Height	Rank
100% Fire Station (Staff)	Masonry bearing walls	12.00	2.0
Total Area	: 3,406		
Number of Stories (Building)	: 1.00		
Number of Stories (Section)	: 1.00		
Shape	: 2.00		
Effective Age (years)	: 21.00		

Components	Units/%	Other
Exterior Walls:		
Brick with Block Back-up	100%	
HVAC (Heating):		
Warmed and Cooled Air	60%	
Land and Site:		
Land	182,000	
Site Improvements	10,000	

Cost as of 07/2014

	Units/%	Cost	Total
Basic Structure			
Base Cost	3,406	73.36	249,864
Exterior Walls	3,406	19.33	65,838
Heating & Cooling	2,044	14.53	29,699
Basic Structure Cost	3,406	101.41	345,401
Extras			
Site Improvements - Depreciated			10,000
Replacement Cost New	3,406	104.35	355,401
Less Depreciation			
Physical & Functional	52.5%		186,586
Depreciated Cost	3,406	49.56	168,815
Miscellaneous			
Land			182,000
Total Cost	3,406	103.00	350,815

# INCOME APPROACH PROPERTY OPERATING STATEMENT

GROSS ANNUAL INCOME:

\$7.00/Sq Ft x 3,406 Sq Ft

\$ 23,842

LESS: VACANCY LOSS (5%)

\$<u>1,192</u>

PLUS: OTHER INCOME

\$\_\_\_\_\_

EFFECTIVE ANNUAL GROSS INCOME

\$ 22,650

# LESS EXPENSES

Fixed expenses:

Real estate taxes

\$\_1,000

Insurance

\$ 1,000

\$<u>2,000</u>

Operating expenses:

Management Fees

\$<u>-0-</u>

Utilities

\$ -0-

Maintenance/Repairs/Misc \$ 600

\$ 600

Reserves for Replacement:

Roof

500

Heat-A/C

500

Hot Water

50<u>0</u> 50

Tion water

\$ -0-

Floor Cover

-\$ 1,050

ANNUAL EXPENSES AND RESERVES: \$3,650

NET ANNUAL INCOME TO BE CAPITALIZED

\$19,000

Using an 8% Capitalization Rate the subject Property would by valued at \$237,500

**ROUNDED \$238,000** 

# Mortgage-Equity Capitalization

# Corp. 1986 a la mode, inc.

Holding Period (yrs)	=	10
Equity Yield Rate	=	12.00%
Loan Ratio	=	80.00%
Loan Term (yrs)	=	20
Loan Rate	=	6.50%
Appreciation/Depreciation	=	0.00%

Band of Investment Method						Cap Rate
Capital Source		Portion	Rate			
Mortgage Loan	=	80.00%	8.95%			7.1575%
<b>Equity Funds</b>	=	20.00%	12.00%		_	2.4000%
				Overall Rate	=	9.5575%

Less Equity Buildup throug	h Debt	Reduction			
Debt Reduction %	=	34.34%			
Sinking Fund Factor	=	0.05698			
Loan Ratio	=	80.00%		_	1.5654%
			Rasic Rate		7 9921%

Less Equity Buildup through.	Appr	eciation/Depreciation			
Appreciation/Depreciation	=	0.00%			
Sinking Fund Factor	=	0.05698			0.0000%
			Final Rate	=	7.9921%

# Cap rate rounded to 8%.

Sufficient capitalization rates could not be extracted from the market because of the scarcity of recent sales. The Mortgage-Equity Capitalization approach is believed to be an acceptable approach when supported by other outside survey information such as the Korpacz Survey.

# PWC REAL ESTATE INVESTOR SURVEY Third Quarter 2013

1	REGIONAL WALL		EAD OFFICE		Y WARE	HOUSE	APARTMENT		
	30 2013	20 2013	30,2013	20,2013	30, 2013	20,2013	30,2013	20 2013	
Discount Nate	(IRR)a								
Aanga	5,50% - 12.00%	5.50% - 12.00%	476% - 11.00%	625% - 11.00%	5.75% - 9.26%	5.75% - 9.50%	5.00% - 14.00%	5.00%- 14.00%	
Averege	&79%	8.75%	8.09%	8.16%	7.36%	7.49%	7.08%	8.04%	
Change (b.p.)	19 10 14 14	+4	50.80.00.00.00	-1		-1 <b>3</b>		-6	

Overall Cep Cel	a (CLN) a							
Nanga	4.50% - 9.00%	4.50% - 9.00%	4.00% - 10.00%	4.25% - 10.00%	5.00% - 7.75%	5.00% - 8.25%	3.50% - 10.00%	3,50% - 10,00%
Average	6.50%	6.52%	6.59%	6.63%	6,22%	6.40%	561%	5.70%
Change (b.p.)	13/20/2019	- 2		-4		- 18		-9

Residual Cap Ra	百							
Aenge	4.50% - 12.00%	4.60% - 12.00%	4.75% - 10.50%	5.25% - 11.00%	5.50% - 8.60%	5.60% - 9.00%	4.00% - 975%	4.25% - 9.75%
Arecage	7.04%	7.06%	2.07%	7.23%	676%	6.03%	615%	6.18%
Changa (b.p.)	17.5 3 75	- 2		-16		-17		-1

a. Rate on unleveraged, alt-cash transactions. Definitions: b.p. basis points. Discount Rate (IBR), internal rate of return in an alt-cash transaction, based on annual year-and compounding. Overall capitalization rate used in calculation of residual prize, typically applied to the NOI in the year following the forecast. Source: ProC Real Estate Investor Survey, formedy brown as the Norpace Real Estate Investor. Survey, Personal survey conducted by ProC during September 2013. For subscription information, please with www.proc.com/us/restentatesurvey or call 1-800-854-3387.

RealtyR	ates.com	INVESTOR SURVEY	- 2nd Quai	ter 2014"		
	SPEC	IAL PURPOSE - ALL	TYPES			
ltem	Input		v.e.v. 2-28 II. 60 Turrerus			OAR
Minimum						
Spread Over 10-Year Treasury	1.19%	DCR Technique	1.15	0.049409	0.80	4,55
Debt Coverage Ratio	1.15	Band of Investment	Technique	<b>B</b>		
Interest Rate	3.90%	Mortgage	80%	0.049409	0.039527	Not assessed and an extra to
Amortization	40	Equity	20%	0.097067	0,019413	
Mortgage Constant	0.049409	OAR				5.89
Loan-to-Value Ratio	80%	Surveyed Rates		y and and Tourist accords and delicate and		5.60
Equity Dividend Rate	9.71%					000 TOST TIOS.
Maximum						
Spread Over 10-Year Treasury	12.00%	DCR Technique	2.10	0.165573	0.50	17.39
Debt Coverage Ratio	2.10	Band of Investment	Technique	P	anne man alle a l'adelle la l'alle l'	and the second s
Interest Rate	14.71%	Mortgage	50%	0.165573	0.082787	
Amortization	15	Equity	50%	0.210455	0,105228	
Mortgage Constant	0.165573	OAR				18.80
Loan-to-Value Ratio	50%	Surveyed Rates				17.86
Equity Dividend Rate	21.05%					VELOCITATION TO THE
Average						er Green
Spread Over 10-Year Treasury	4.36%	DCR Technique	1.70	0.090460	0.64	9.88
Debt Coverage Ratio	1.70	Band of Investment	Technique	•		
Interest Rate	7.97%	Mortgage	64%	0.090460	0,058121	
Amortization	22	Equity	36%	0.159430	0.056996	
Mortgage Constant	0.090460	OAR				11.51
Loan-to-Value Ratio	64.3%	Surveyed Rates				11.81
Equity Dividend Bate	15.94%					

<sup>\*1</sup>st Quarter 2014 Data

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Realts	ates.com	INVESTOR SURVEY	- 2nd Quar	ter 2014"		
OFFICE - ALL TYPES						
Item	Input		em kryenia hagarananna	encon discourse programme discourse	one and an object with	OAR
Minimum	(0.1867)(0.49				8,000 (5,00)	
Spread Over 10-Year Treasury	0.94%	DCR Technique	1.15	0.047573	0.90	4.92
Debt Coverage Ratio	1.15	Band of Investment Technique				
Interest Rate	3.65%	Mortgage	90%	0.047573	0.042815	
Amortization	40	Equity	10%	0.076788	0.007679	
Mortgage Constant	0.047573	OAR			,,,	5.05
Loan-to-Value Ratio	90%	Surveged Bates				4.80
Equity Dividend Rate	7.68%					and at water a first fill.
Maximum					55 (45) (40) (50)	
Spread Over 10-Year Treasury	5.84%	DCR Technique	2.25	0.118521	0.50	13.33
Debt Coverage Ratio	2.25	Band of Investment Technique				
Interest Rate	8.55%	Mortgage	50%	0.118521	0.059260	
Amortization	15	Equity	50%	0.161676	0.080838	
Mortgage Constant	0.118521	OAR				14.01
Loan-to-Value Ratio	50%	Surveyed Rates				13.31
Equity Dividend Rate	16.17%					
Average	8888					
Spread Over 10-Year Treasury	2.89%	DCR Technique	1.70	0.068889	0.73	8.50
Debt Coverage Ratio	1.70	Band of Investment Technique				
Interest Rate	5.60%	Mortgage	73%	0.068889	0.049945	
Amortization	30	Equity	28%	0.123476	0.033956	
Mortgage Constant	0.068889	OAR		,,,,,,,,,,,,,		8.39
Loan-to-Value Ratio	72.5%	Surveyed Rates				9.86
Equity Dividend Rate	12.35%				a and where a units order	,,

## **RENT ANALYSIS**

The income to investment properties consists primarily of rent. Different types of rent affect the quality of the income studied in the income capitalization approach to value. The five types of rent are contract rent, market rent, excess rent, percentage rent, and overage rent.

Contract Rent is the actual rental income specified in a lease. It is the rent agreed on by the landlord and the tenant and it may be higher, lower, or the same as market rent.

*Market Rent* is the rental income that a property would most probably command in the open market; it is indicated by the current rents paid and asked for comparable space as of the date of the appraisal. Market rent is sometimes referred to as economic rent.

Excess Rent is the amount by which contract rent exceeds market rent at the time of the appraisal. Excess rent is created by a lease that is favorable to the lessor and may reflect an advantageous location, unusual management, or a lease negotiated in a stronger rental market. Excess rent can be expected to continue for the remainder of the lease but, due to the higher risk associated with the receipt of excess rent, it is often calculated separately and capitalized at a higher rate.

**Percentage Rent** is rental income received in accordance with the terms of a percentage clause in a lease. Percentage rent is typically derived from retail store tenants on the basis of a certain percentage of their retail sales.

**Overage Rent** is percentage rent paid over and above the guaranteed minimum rent. This type of rent should not be confused with excess rent. Overage rent is a contract rent; it may be market rent, part market and part excess rent, or excess rent only.

To a certain extent, the interest being appraised determines how rents are analyzed and estimated. The valuation of fee simple interests in income-producing real estate is based on the market rent the property is capable of generating. However, to value proposed projects without actual leases, properties leased at market rent, and owner-occupied properties, only market rent estimates are used in the income capitalization approach.

Market rent was used in valuing subject property

### COMPARABLE RENTALS

Southwest Dr	5,070 sf (split into 3 units)	\$10.00/sf
Highland	1,750 sf	\$13.00/sf
Grant St	1,500 sf	\$ 9.60/sf
Grant St	6,000 sf	\$ 9.46/sf
Caraway	2,200 sf	\$11.25/sf
Caraway	1,600 sf	\$ 8.81/sf
Caraway	2,100 sf	\$14.00/sf
Huntington	2,137 sf	\$12.07/sf
Caraway	2,112 sf	\$11.31/sf
Huntington	3,870 sf	\$ 9.30/sf
Main St	3,500 sf	\$10.00/sf

Subject is being compared to office rentals. Due to the current condition of our subject, it would lease for less than those surveyed. In my opinion, \$7.00/Sq Ft is a fair market rent.

## SALES COMPARISON APPROACH

In the Sales Comparison Approach to valuation, similar properties recently sold or offered for sale in the local market are analyzed and compared with the property being appraised. Adjustments are made for differences in such factors as time of the sale, location, size, type, age and condition of the improvement, and prospective use. This approach has its greatest value in appraisal situation involving common elements, such as land or improved properties within a particular development, all with similar amenities.

Two methods are utilized to arrive at a value by the sales comparison approach: the effective gross income multiplier and the price per square foot of net leaseable building area.

An effective gross income multiplier is usually not adjusted because the relative desirability in the market is presumable reflected in both the rental rate that the property can command and the selling price.

The price per square foot of net leaseable building area is calculated by dividing the sale price of the comparable by its net leaseable area. After all analysis has been converted, adjustments are made to the price per square foot of net leaseable area. This adjustment can include property rights conveyed, financing, conditions of sale, date of sale, location, and physical characteristics.

Comparable Sale #1

Grantor/Grantee:

Residential Design / Hubbard

Location:

3006 Peabody

Date of Sale:

02/12/2007 \$280,000

Sales Price: Bldg Size:

6,000 +/- Sq Ft

Price/Sq Ft:

\$46.67

Land Size:

1.00 +/- acre or 43,560 +/- Sq Ft

Source:

Bk 742 Pg 174, Files

Comparable Sale #2

Grantor/Grantee:

Waleszonia and Smothermon / CJP Real Estate LLC

Location:

3025 Peabody 02/28/2011

Date of Sale:

\$305,000

Sales Price:

Bldg Size:

5,020 +/- Sq Ft

Price/Sq Ft:

\$60.76

Land Size:

 $1.00 \pm - acres or 43,560 \pm Sq Ft$ 

Source:

JB2011R-003111

Comments: This property sold (per MLS/realtor/appraisal files) in 2008 for \$305,000. The deed was never recorded. Tax record is now showing a transfer in 2011 for \$305,000. This in fact may be the same sale as 2008. Either way, no time adjustment is justified due to the lack of enough recent sales.

Comparable Sale #3

Grantor/Grantee:

Wilkinson / BLB Investments LLC

Location:

3022 Peabody

Date of Sale:

02/24/2011

Sales Price:

\$160,000

Bldg Size:

3,600 +/- Sq Ft

Price/Sq Ft:

\$44.44

Land Size:

1.00 +/- acres or 43,560 +/- Sq Ft

Source:

JB2011R-002960

Comparable Sale #4

Grantor/Grantee:

Goodwin / Controltek Inc

Location:

3106 Orvil Orlan

Date of Sale:

06/10/2009

Sales Price:

\$230,000

Bldg Size:

4,000 +/- Sq Ft

Price/Sq Ft:

\$57.50

Land Size:

0.60 +/- acres or 26,136 +/- Sq Ft

Source:

Bk 798, Pg 464

Comparable Sale #5

Grantor/Grantee:

Barnhill / Cline

Location:

3109 Prosperity

Date of Sale:

10/09/2009

Sales Price:

\$300,000

Bldg Size:

4,680 +/- Sq Ft

Price/Sq Ft:

\$64.10

Land Size:

0.47 +/- acres or 20,473 +/- Sq Ft

Source:

Bk 806, Pg 603

Comparable Sale #6

Grantor/Grantee:

G Ray LLC / Smith

Location:

3411 Stadium

Date of Sale:

10/06/2011 \$308,000

Sales Price:

4,000 +/- Sq Ft

Bldg Size: Price/Sq Ft:

\$77.00

Land Size:

1.00 +/- acres or 43,560 +/- Sq Ft

Source:

Bk JB2011R Pg 015189, Files

Comparable Sale #7

Grantor/Grantee:

Beaty / Tosh

Location:

3711 Stadium

Date of Sale:

04/19/2011

Sales Price:

\$165,000

Bldg Size:

2400+/- Sq Ft

Price/Sq Ft:

\$68.75

Land Size:

0.38 +/- acres or 16,553 +/- Sq Ft

Source:

JB2011R-006090

Comparable Sale #8

Grantor/Grantee:

Drywall Systems Inc / Tyler

Location:

3717 Forest Hill

Date of Sale:

03/09/2011

Sales Price:

\$70,000

Bldg Size:

2,000 +/- Sq Ft

Price/Sq Ft:

\$35.00

Land Size:

0.47 +/- acres or 20,473 +/- Sq Ft

Source:

B2011R-003692 and MLS

## Comparable Sale #9

Location:

4119 Stadium Blvd

Date of Sale:

07/22/2011

Sales Price:

\$256,500

Bldg Size:

4,000 +/- Sq Ft

Price/Sq Ft:

\$64.13

Land Size:

0.89 +/- acres or 38,768 +/- Sq Ft

Source:

**MLS** 

## Comparable Sale #10

Grantor/Grantee:

Grinder / RES Development-Jbo LLC

Location:

3226 Shelby

Sales Price:

\$155,000

Bldg Size:

4,800 +/- Sq Ft

Price/Sq Ft:

\$32,29

Land Size:

1.00 +/- acres or 43,560 +/- Sq Ft

Source:

Bk 795 Pg 215

After comparing our subject to the above sales and considering the condition of our subject, in my opinion the subject value "As Is" would be approximately \$70.00/Sq Ft.

> $70.00/Sq Ft \times 3,406 Sq Ft = 238,420$ ROUNDED \$238,000

<sup>\*</sup>With certain improvements and modifications at a cost of approximately \$25.00 to \$30.00 per Sq Ft, the subject would be valued in the \$90.00 to \$100.00/Sq Ft range.

### CORRELATION AND FINAL VALUE CONCLUSION

This appraisal was made to express an opinion of the value of the fee simple interest in the real estate as if offered for sale on the open market. Application of the three appropriate appraisal methods resulted in the following indications of value:

LAND VALUE:	\$182,000
COST APPROACH:	\$351,000
SALES COMPARISON APPROACH:	\$238,000
INCOME CAPITALIZATION APPROACH:	\$238,000

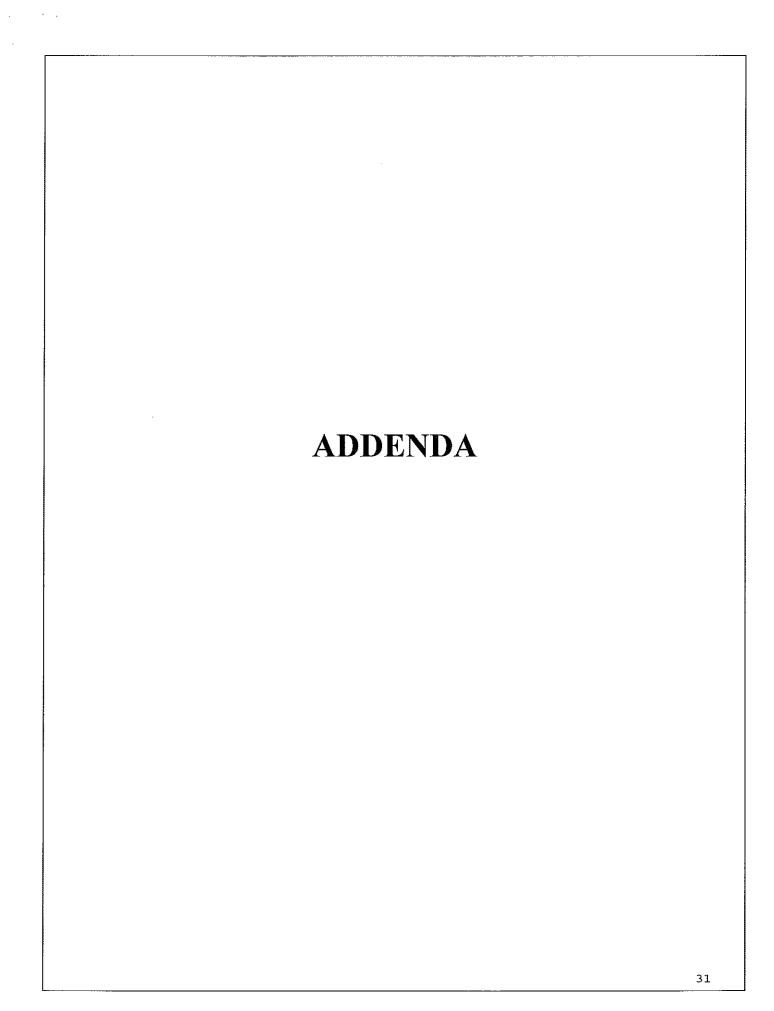
The cost approach is most appropriate when the improvements are new or nearly new and represent the highest and best use of the land, or when the facilities are of a special-purpose or specialized-use nature. In other circumstances, the extent of depreciation dictated by the age and character of the improvements and the external influences of the current industrial market make a market estimate by this approach less reliable. Generally, the sales comparison and income capitalization approaches are better indicators of the value of a property in the open market since they more accurately reflect current market activity and the motives of buyers and sellers for use or for investment purposes. The stated value conclusion therefore is heavily weighted on the Sales Comparison Approach.

Based on the investigation and premise outlined, as of July 11, 2014, the Market Value of the fee simple interest in the real estate, assuming it to be offered for sale on the open market is \$238,000 based on an estimated marketing (exposure) time of 12 months.

Bob Gibson, CG0247

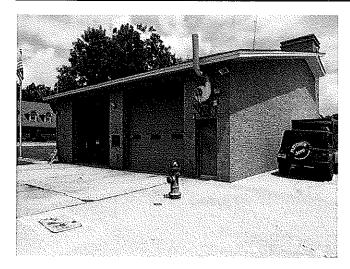
Appraiser

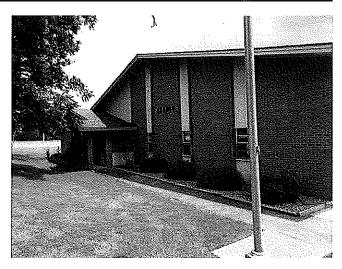
No. CG0247

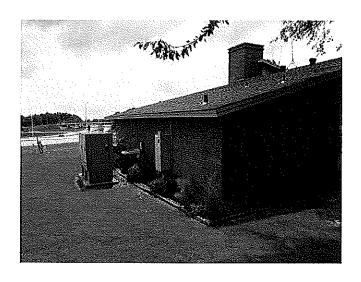


# Photograph Addendum

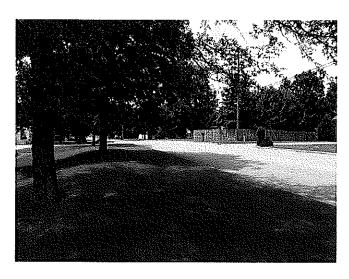
Client	City of Jonesboro		
Property Address	2916 Wood St		
City	Jonesboro	County Craighead State AR Zip Code	72404
Appraiser	Bob Gibson		









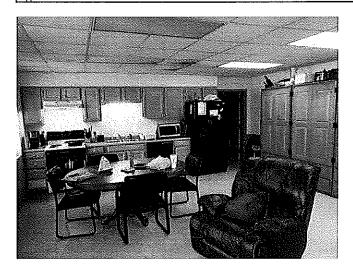




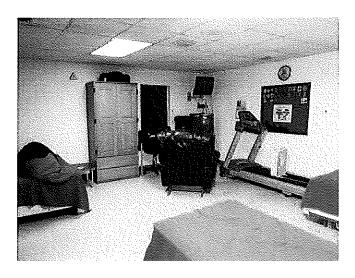
Form PIC6\_LT — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

# **Photograph Addendum**

Client	City of Jonesboro			111111111111111111111111111111111111111
Property Address	2916 Wood St			11.611.1111
City	Jonesboro	County Craighead	State AR	Zip Code 72404
Appraiser	Bob Gibson			



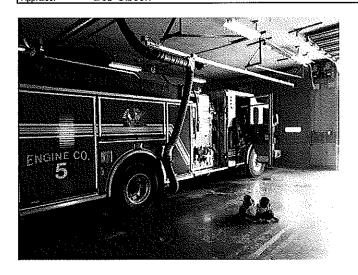


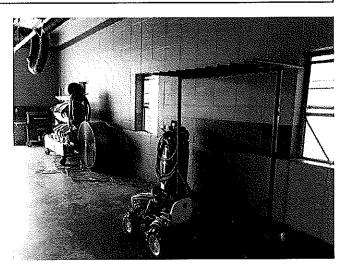


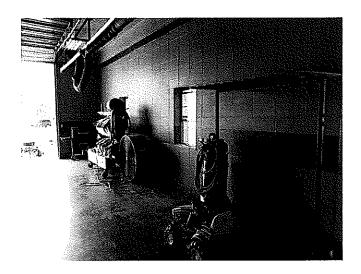


# Photograph Addendum

Client	City of Jonesboro			
Property Addre	ess 2916 Wood St			
City	Jonesboro	County Craighead	State AR	Zip Code 72404
Annraiser	Bob Gibson			









Created: 7/25/2014 1:43:05 PM Parcel Detail Report: Craighead County

Print | Close | Printing Problems?

**Basic Information** 

Parcel Number: 01-143253-02100 County Name: Craighead County Ownership CITY OF JONESBORO

Information:

JONESBORO, AR

Billing CITY OF JONESBORO Information: 300 S CHURCH ST JONESBORO AR 72401

Total Acres: 0.68 Timber Acres: 0.00 Sec-Twp-Rng: 25-14-03

Lot/Block: / Subdivision:

 $\begin{array}{c} \textbf{Legal} \\ \textbf{Description:} \end{array} \text{PT SE SW J'BORO CITY .68} \\ \end{array}$ 

School District: J JB JONESBORO CITY

Homestead No Parcel?:

Tax Status: Exempt Over 65?: No

### Land Information

Land Divisions: Land T	ype Quantity	Front Width	Rear Width	Depth 1	Depth 2	Quarter
RESHS	0.68 acres [29,620 sqft]					NW

### Valuation Information

	Appraised	Assessed
Land:	20,000	4,000
Improvements:	0	0
Total Value:	20,000	4,000
Taxable Value:		4,000
Millage:		0.0422
<b>Estimated Taxes:</b>		\$168.80
Assessment Year:		2013

Sales History

No sales history available



SARASI AALI ST

Comments:

	AREA CALCULA	TIONS SUMMARY	
Codo	Description	Not Size	Not Totals
CHAI.	First Floor	3405.6	3405.6
			i
	il BUILDING Area	(Rounded)	3405

BUILDING AREA BREAKDOWN Broskdown Subtotules			
	<b>DZKO</b> K	74A	Subtotals
First Floor 40.0 34.0 5.0	ĸ	47.6 36.4 44.0	1904.0 1237.6 264.0
			ļ
3 Items		(Rounded)	3406

Jire Station #5

# MARRANTY DEED WITH RELINQUISH ENT OF DOUGR

KHOW ALL I EN BY THESE PRESENTS:

THAT WE, 3. C. WHITLOW and LARY WHITLOW, his wife for and in consideration of the one of TEN DOLLARS AND NO/100 and other good and valmable consideration do hereby grant, bardain, sell and convey unto the
said CITY OF JOHESBORO, A LUMICIPAL CORPORATION, and unto its heirs and
assigns forever, the following lands lying in the County of Craighead
and State of Arkansas, to-wit:

A part of the SE% SW% of Section 25-Township 14 North-Range 3 East, being more particularly described as follows: Begin at the ME corner SE's SW's of Section 25-Township 16 North-Range 3 East; then \$890 17' W on the 40 acre line 578.1' to the intersection of the Southwesterly right-of-way line of U. S. Highway No. 63 Bypass and the Southeasterly right-of-way line of Wood Street a concrete rightof-way marker, the point of beginning proper; thence in a Southwesterly direction on the Southeasterly right-of-way line of Wood Street on a  $10^{9}$  33' curve to the left 198.68' to the end of said curve; then  $54^{9}$  o2'W on the SE right-of-way line of Wood Street  $4.6^{\circ}$  to a point on line with a fence produced Westerly; then  $883^{\circ}$ 37' E on line with said fence produced Westerly and on line with said fence 149.91 to the II. face of a corner post of aforesaid fence; thence NI40 13'E 182.6' to the Southwesterly right-of-way line of U.S. Highway No. 63 Bypass; thence N540 46' W on said right-of-way line 22.8; thence N790 41:17" W on said right-ofway line 127.2" to the point of beginning proper, containing 0.698 acres.

To have and to hold the same unto the said CITY OF JOHESBORO, A LUNICIPAL CORPORATION, and unto its heirs and assigns forever, with all appurtenances thereunto belonging.

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

And I, Lary Whitlow, wife of the said B. C. Whitlow for and in consideration of the siad sum of money, do hereby release and relinquish unto the said Grantees all my right of dower and homestead in and to the said lands.

WITHESS our hands and seals on this // day of June, 1977.

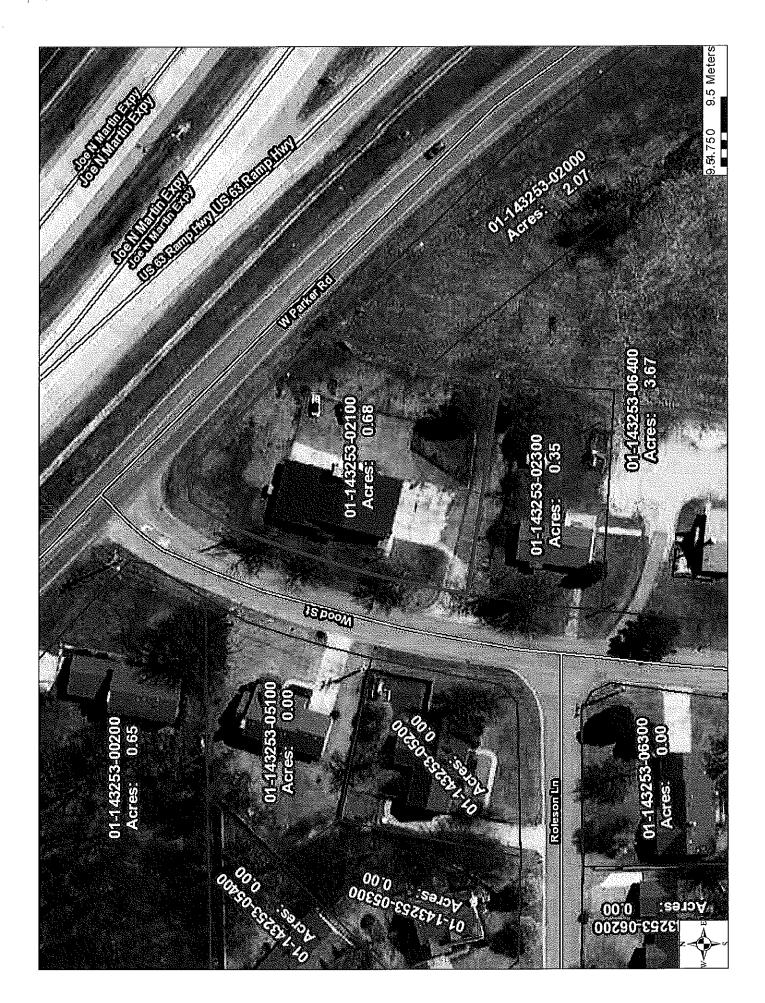
Mary A. Zish Hour

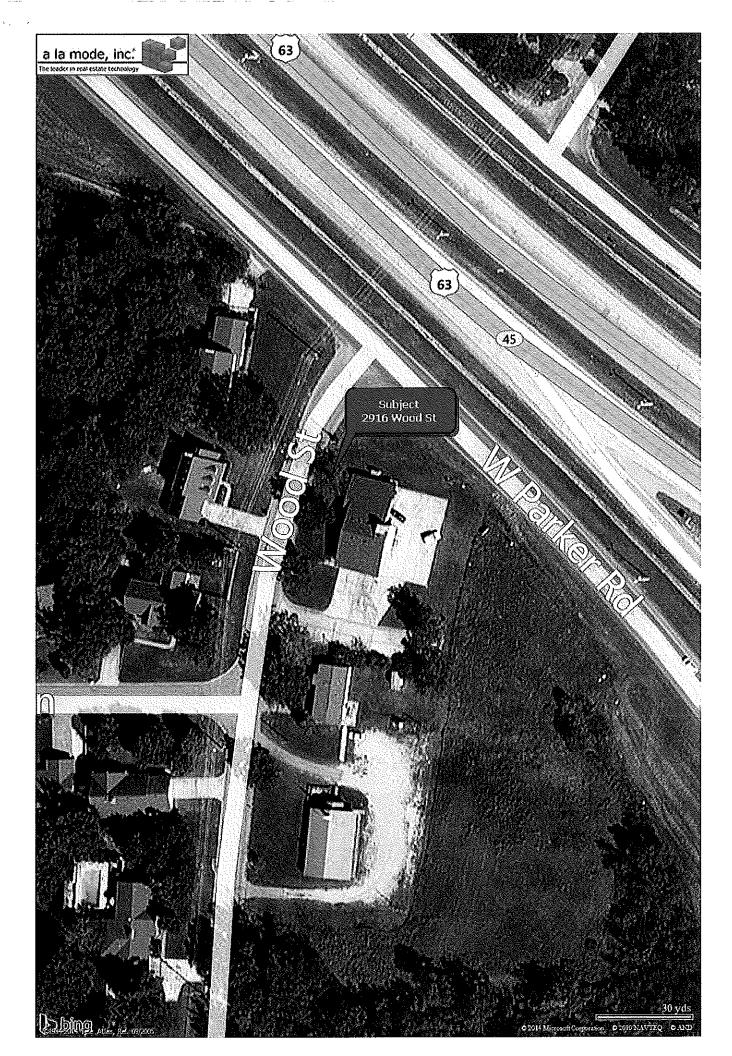
# · ACKNOWLEDGMENT

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(x,y) = (x,y)

STATE OF ARKANSAS,	1			
County of Craighead	} ***			
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HE IT REMEDIBERED, That of				
•	-		ty aforesaid, duly cosss	•
B. C. Whitlow and Mary				
grantur grantur in the foregoing De-	ed, and stated that	they had e	secuted the same for the	e consideration and
purpose therein mentioned and set for		•		
And on the same day also volum	itarily appeared before	me the saidP	19 TA MILLETON	
	, wife of	the said	B. C. Whitlow	<u></u>
to me well known, and in the absence and signed and scaled the relinquishm therein contained and set forth, without tourness my hand	ent of dower and hom	sstemi in the sold no influence of he	l <b>Deed for the conside</b> r r <b>said husband</b> .	executed said Dood ration and purposes
16	of	2.70	IDE.	•• 77
	61	_1/	X/-	
My Commission Expires Lely	17	Ste	mell o	wris
Filed for Rocced this 17 day of 11/30 o'clock A. M. M. O'clock A. M. O'c		•		Marranty Appd
	•• • •			* * **
	CERTIFICAT	E OF RECOR	פַ	
State of Arkansas,	١		· · · · · · · · · · · · · · · · · · ·	
County of Craighead	}***		} •s.	
r, OPIE CHAMBI	<del></del>		, Circuit Clork and	
for the County aforesaid, do hereby comy office on the 17thay of	ortify that the annoxed June	and foregoing ins	itrument of writing was	filed for record in 11:30 A.
and the same is now duly recorded page 508	l, with acknowledges	nts and cortificate	thereon in "Record I	look 245 "
IN WITHESS WHEREOF I has	ve horounto set my ha	nd and affixed the	seal of said Court th	. <u>17th</u>
day of June	10	<u> </u>	OPIE CHAMBERS	
			Circuit Clark and Ex-	Officio Recorder
		<u> </u>	mu muasar	<del></del>





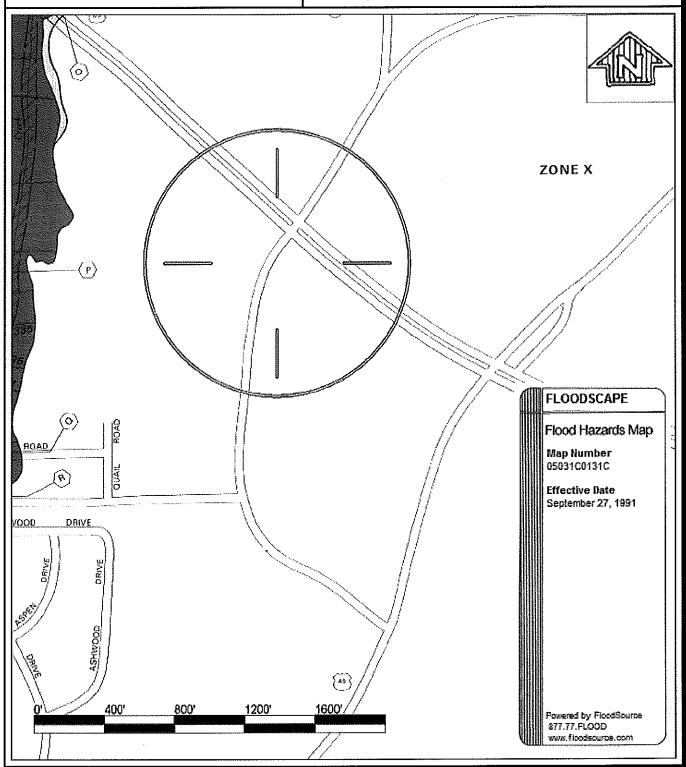


www.interflood.com • 1-800-252-6633

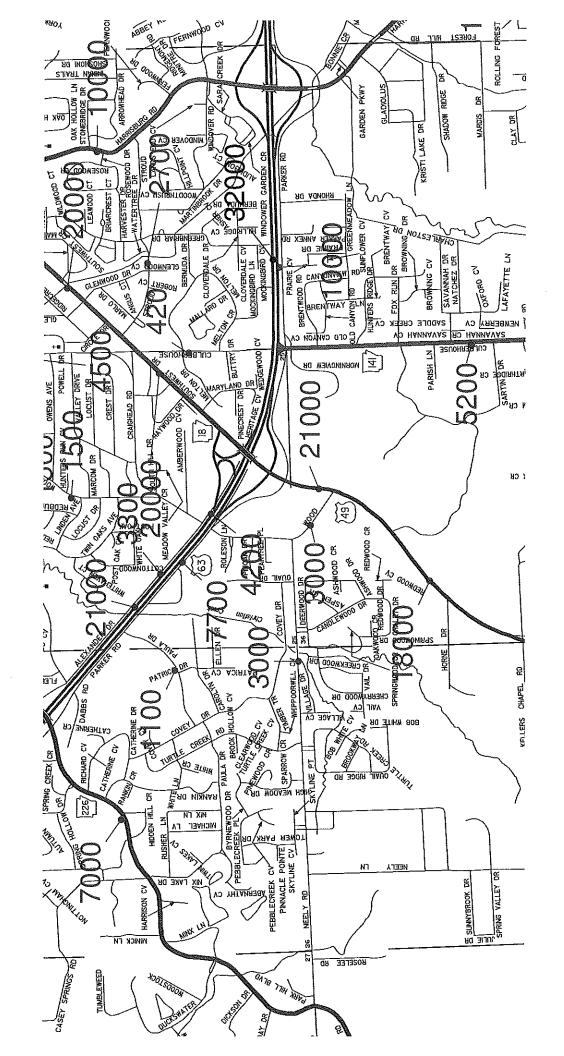
# Prepared for:

Bob Gibson Appraisal Service

2916 Wood St Jonesboro, AR 72404



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#### AREA DATA

# Info taken from the Jonesboro Regional Chamber of Commerce website www.jonesborochamber.com

# The Founding of Craighead County

Late in the year 1858, it had become apparent to many members of the Arkansas General Assembly that there needed to be further divisions of the existing large counties in order to govern and administer them better.

The main proponent of the move to establish another county in Northeast Arkansas was Sen. William A. Jones who was the representative from Poinsett and St. Francis Counties. Senator Thomas B. Craighead, however representing Crittenden and Mississippi counties, was stubbornly opposed to the idea since the proposed new county would include alluvial land, which had been providing a lucrative source of revenue to some of his constituents in Mississippi County.

Senator Jones introduced the bill calling for creation of a new county from land in Mississippi, Greene and Poinsett counties. Each time an attempt was made to move it up on the senate calendar Senator Craighead prevented it.

A master of political strategy, Jones waited until Craighead was absent from the senate chamber to call for a final vote on the measure.

With their leader gone, the opposing forces were unable to swing the vote in their favor, and the bill passed, much to the consternation of Craighead when he found out.

In a spirit of goodwill, however, Jones moved that the new county be named after the senator who had been most opposed to its creation. Thus, Craighead County came into being on February 19, 1859.

Soon afterwards, the county seat was named Jonesboro in honor of the legislator who had worked so successfully on behalf of the new county.

Excerpts from The Story of Craighead County by Charles A. Stuck

# The Founding of Jonesboro

Soon after the creation of Craighead County on February 19, 1859 a location in the center of the county was sought for the new county seat, Jonesboro.

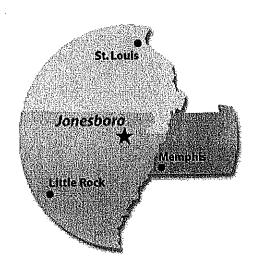
The actual site was selected after Fergus Snoddy offered to give 15 acres. J.N. Burk, County Surveyor chose the location of the plot because there was a sort of opening in the forest at that point. A site for the county courthouse was selected as the center of the town.

The choice for the location received some opposition from area hunters. It was one of the best deer crossings in this section of the country, during the winter thousands of ducks roosted in the swampy ground east of the present Water & Light plant, the banks of Lost Creek (a little north of that point) were excellent feeding grounds for wild turkey and bear had been killed there. It was felt to build a small and probably temporary town was to destroy, for all time, one of the good hunting grounds in the area.

Progress prevailed and the underbrush was cleared. The town site was laid out by surveyor Burk, creating a large center plot to be used for a courthouse. Ninety-two town lots were then laid out around the center plot. The fifteen acres were bounded by Monroe Avenue on the north, Church Street on the east, Jefferson Avenue on the south, and Madison Street on the west.

Jonesboro was first incorporated shortly after it was founded and Aden Lynch was elected the first Mayor, but interest in a formal government did not seem to appeal to the citizens. The first charter of incorporation was allowed to lapse. A second try was made and it also failed to interest the citizens. In 1882 with the prospects of a railroad coming through the town, a number of prominent citizens agreed that it should become an incorporated town with necessary instruments of government. The third charter was granted and M.A. Adair was elected Mayor in 1883.

Jonesboro is the 5th largest city in Arkansas and the 2nd largest in square miles. Form a triangle by connecting Little Rock, St. Louis, and Memphis, and you'll see Jonesboro stands out as the largest metropolitan city in what amounts to a 17,000 square-mile triangle area. The Jonesboro region is a proven leader in a number of categories attractive to business, including geography, favorable climate, viable economy, advantageous tax structure, affordable housing, low crime rate, growing medical community, opportunity for education, expanding retail and industrial community, recreational opportunities, cultural, sports and civic organizations, plus low utility costs. The Jonesboro MSA was recently recognized as 7th strongest in the nation for manufacturing.



There are more than 100 industrial plants or facilities in the Jonesboro area. The city includes not only attractive plant sites in four industrial parks, but also a high-quality transportation infrastructure. Jonesboro is served by two railroads; 42 trucking companies, and a regional airport which offers airline service to Dallas/Fort Worth. Memphis International Airport is only 1 hour away.

Industries located in Jonesboro find a highly productive, motivated work force, cooperative local officials, a favorable tax structure, and a central location. The Jonesboro Regional Chamber of Commerce, working with local businesses and professionals, and with local and state officials, comprise an active, effective industrial recruitment team. Their objectives are not limited to attracting new industries, but also include rendering vital help to existing industries. Such help may involve many aspects such as expansion, utilization of excess plant capacity, coordination of efforts to improve infrastructure serving plant sites and more.

Jonesboro's industrial community includes plants of major U.S. firms such as Nestlé, Butterball, L.L.C., Frito-Lay, Hytrol, Post Cereals, Riceland Foods, International Paper, Thomas & Betts, Great Dane Trailers, Quebecor World, Alberto - Culver, Nice-Pak, and Nordex.

# **Community Briefing**

County: Craighead County Seat: Jonesboro Area code: 870

F	Population
Jonesboro	55,515
Craighead County	82,148
**2000 Census	

#### Government

City: Mayor/Council

County: County Judge/Quorum Court

### Climate

Climate is moderate, with temperatures normally ranging from 41 degrees to 80 degrees. Average annual precipitation totals approximately 50 inches of rainfall and six inches of snowfall. Relative humidity is 80 percent in the summer and 60 percent in the winter. The growing season averages 225 to 260 days.

Average Temperatures			
July Average Temperature	92.3 F (Normal Maximum) 71.1 F (Normal Minimum)		
January Average Temperature	45.3 (Normal Maximum) 27.9 (Normal Minimum)		
Annual Average Rainfall: 47.19 Inches	Annual Average Snowfall: 6.50 Inches		
Mean Daily Minimum Temperature: 50 F	Mean Daily Maximum Temperature: 65 F		
Average Wind Speed: 6-10 MPH	Direction of Prevailing Winds: Southwest		
Elevation: 274 Ft. MSL	Degree Days to 65 F Base: 3.446		
Minimum Temperature (Days of 32 F and Under): 50 Days	Maximum Temperature (Days of 90 F and Over): 20 Days		
Normal Humidity:			
(Mean Daily Noon-Time): 45%	(Mean Daily Midnight) 55%		

### **Economy**

Jonesboro is one of the state's most dynamically developing centers, growing in areas of industry, retail and medicine. As a hub of agricultural production, Jonesboro has delta cotton land to the east and rice and soybean fields to the southwest. Jonesboro is the home of Riceland Foods, the largest rice mill in the world.

Several large industries help to support our growing community. Among these include: Hytrol Conveyor Company, Kraft Foods - Post Division, Con-Agra, Thomas & Betts, Frito Lay, Nestle and Great Dane.

### Retail

Jonesboro has a rich assortment of retail stores representing all major categories of merchandise at various price levels.

The city is a regional shopping area for northeast Arkansas and southeast Missouri. The Mall at Turtle Creek offers 750,000 square feet of retail shopping. Jonesboro has almost every product available on the worldwide market represented in its retail offerings to make living in the area comfortable and convenient.

Retail Trade Area		
County	Total Population (2000 U.S. Census)	
Clay	17,609	
Craighead	82,148	
Cross	19,526	
Greene	37,331	
Independence	34,233	
Jackson	18,481	
Lawrence	17,774	
Mississippi (one-half of county)	28,989	
Poinsett	25,614	
Randolph	18,195	
Sharp	17,119	
Dunklin, Missouri	33,155	
Total Primary Trade Area	347,111	

## Important Addresses and Phone Numbers

Government		
Craighead County Clerk	Jonesboro City Clerk	
County Courthouse	City Hall	
511 S. Main	515 West Washington	
Jonesboro, AR 72401	Jonesboro, AR 72401	
Phone: (870) 933-4520	Phone: (870) 935-0305	

Housing	Employment
Jonesboro Board of Realtors	Arkansas Department of Workforce
1218 Stone	2311 E. Nettleton Ave.
Jonesboro, AR 72401	Jonesboro, AR 72403
Phone: (870) 972-8425	Phone: (870) 935-5594

Utilities		
City Water & Light 400 E. Monroe Jonesboro, AR 72401 Phone: (870) 935-5581	Center Point Energy Gas 3013 Old Feed House Rd. Jonesboro, AR 72401 Phone: (870) 972-6682	Craighead Electric Cooperative 4314 Stadium Blvd. Jonesboro, AR 72403 Phone: (870) 932-8301

### Telephone

AT&T 723 S. Church Jonesboro, AR 72401 1-800-464-7928

#### Auto & Truck Licenses

Arkansas Revenue Department

206 Southwest Drive Jonesboro, AR 72401 Phone: (870) 932-2716

### Cable/Television

Sudden Link Communications 1520 S. Caraway Jonesboro, AR 72401 Phone: (870) 935-3615 KAIT Channel 8
PO Box 790
472 CR 766
Jonesboro, AR 72401
Phone: (870) 931-8888

## Newspaper

The Jonesboro Sun 518 Carson Street Jonesboro, AR 72401 Phone: (870) 935-5525 NEA Business Today 401 S. Main St. Jonesboro, AR 72401 Phone: (870) 931-9900

Hispano 3600 Marzee Ann Jonesboro, AR 72401 Phone: (870) 316-8045

## Library

Craighead County / Jonesboro Public Library 315 West Oak Jonesboro, AR 72401 Phone: (870) 935-5133

Dean B. Ellis Library Arkansas State University State University, AR 72467 Phone: (870) 972-3077

### **Government Services**

Solid Waste Landfill			
Tipping Fees	Operated By	Classification	Life Expectancy
\$26 Per Ton	Craighead County Solid Waste Disposal Authority	Class 1 and Class 4	Over 500 Years

Hazardous Waste Landfill		
Location of Closest One	Emelle, Alabama	
Name of Operator	Chemical Waste Management Emelle, Alabama	

Source: Craighead County Solid Waste Disposal Authority, July 7, 2006.

Police		
City	128 Officers	
County	28 Deputies	

Form of Government		
City	Mayor / Council	
County	Judge / Quorum Court	

Fire	
City	98 Firefighters
Equipment	16 Units
Fire Insurance Class Rating	Class 3

Source: City of Jonesboro and Craighead County Sheriff's Office, June 27, 2006

NONE

### **Local Taxes**

Applic	able Local Ad Valorem Taxes
\$44.10 per \$1,000 Assessed Value	
(Nettleton School District)	
Rate:	
County General	.0040
County Road	.0021
Library	.0020
Policemen's Pension	.0005
Firemen's Pension	.0005
Nettleton School Millage	.0350
TOTAL	.0441

# Rate of Assessment

Residential, Industrial Real and Industrial Personal Property is assessed at a rate of 20% of Fair Market Value

## Payment in Lieu of Property Tax

Real and personal property financed by revenue bonds and general obligation bonds may be exempt from property taxes during the lease-amortization period in which a local government retains title to the property. Payments by businesses to local governments in lieu of property taxes are generally encouraged and negotiated between the parties involved.

The negotiated Payment in Lieu of Property Taxes shall not be less than 35% of the property taxes that would have been paid if the property were on the tax rolls.

# Raw Materials, Goods-in-Process Inventory and Finished Goods Inventory

Tangible personal property in transit through Arkansas and inventory tangible personal property manufactured, processed or refined in Arkansas and stored for shipment outside the state are exempt from taxes.

# Applicable Municipal Related Taxes on Employees

Source: Craighead County Tax Assessor, July 2006; Arkansas State Sales Tax, July 2006.

## Sales Tax

Combined Sales Tax			
Arkansas State Sales Tax	6.0%		
City Sales Tax	1.0%		
County Sales Tax	1.0%		
TOTAL	8.0%		

2014:B			Unit		
Bid #: Date:			Amount		
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S A Kent T Cooper			Amount		
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Opened by Tabulated by		ý	Amount		
01		coming day	Cniţ		
		uated in the	Amount		
T.		will be eval	Cuit		
	sering, Inc.	ning - all bids	Amount	200,000.00	
,	Tralan Engineering, Inc.	s award will be made at bid opening - all bids will be evaluated in the coming days.	Cuit	yes.	
Budgeted Amount		d will be mad	lon	station #5 - Wood St	
Budge	:MENT:	) awart	Descripti	Station #5	

City of Jonesboro Purchasing Office 300 S. Church St, Room 421 Jonesboro, AR 72401



To Whom It May Concern:

September 30, 2014

First Security Bank has approved a commercial mortgage loan for the borrower Tralan Engineering, Inc. in the amount of \$200,000 for the purchase of 2916 Wood Street, Jonesboro, AR 72401. If you have any questions, please feel free to call me at 870-930-2500 or email me at michael.polk@fsbank.com.

Sincerely,

Muhay Wolk
Michael W. Polk
Sr. Vice President

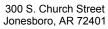
# BUILDING FACILITIES MEETING THURSDAY, OCTOBER 9, 2014 4<sup>TH</sup> FLOOR CONF. ROOM 1:30 p.m.

Present: Craig Light, Mayor Perrin, Gene Vance, LM Duncan, Chief Elliott, Tim Renshaw, Chief Miller, Otis Spriggs, Erick Woodruff

Minutes reviewed and accepted from the September 2014; motion made by Erick Woodruff with a second by Tim Renshaw; motion passed unanimously.

Wood Street Fire Station #5 appraised at \$238,000.00. Highest bid received was \$200,000.00 as is; less \$5,000.00 for generator. The generator was not intended to stay with the building. City to remove the generator and rezone it to commercial contingent on fire station moving; all facilities will have generators when this one is moved. New station should be finished and ready for move-in by end of the year. Chief Miller made the motion to accept the bid, Chief Elliott seconded; and motion passed unanimously. Otis will start the re-zoning to C3. This will be taken to Public Works next week.

Meeting adjourned 1:41 p.m.





# City of Jonesboro

# Legislation Details (With Text)

File #: RES-14:193 Version: 1 Name: Free utilities for Jonesboro sign at 7001 Johnson

Ave.

Type: Resolution Status: To Be Introduced

File created: 11/12/2014 In control: Public Works Council Committee

On agenda: Final action:

Title: RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS

REQUESTING FREE UTILITY SERVICE FROM CITY WATER AND LIGHT FOR THE WELCOME

TO JONESBORO SIGN LOCATED AT 7001 JOHNSON AVENUE

**Sponsors:** Mayor's Office

Indexes: Utility service from CWL

**Code sections:** 

Attachments:

Date Ver. Action By Action Result

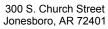
RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS REQUESTING FREE UTILITY SERVICE FROM CITY WATER AND LIGHT FOR THE WELCOME TO JONESBORO SIGN LOCATED AT 7001 JOHNSON AVENUE

WHEREAS, the City of Jonesboro is requesting that City Water and Light provide free utility service for the Welcome to Jonesboro sign to be located at 7001 Johnson Ave. (fairgrounds)

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

Section 1: That City Water and Light be requested by this resolution to provide free utilities for the Welcome to Jonesboro sign located at 7001 Johnson Ave. (fairgrounds).

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





# City of Jonesboro

# Legislation Details (With Text)

File #: RES-14:201 Version: 1 Name: Maintenance agreement for Wildwood Addition,

Phase 3B

Type: Resolution Status: To Be Introduced

File created: 11/18/2014 In control: Public Works Council Committee

On agenda: Final action:

Title: A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER

MANAGEMENT FACILITIES FOR WILDWOOD ADDITION PHASE 3B, A RESIDENTIAL

**DEVELOPMENT** 

**Sponsors:** Engineering

Indexes: Contract

**Code sections:** 

Attachments: Maintenance Agreement

Plat

Date Ver. Action By Action Result

A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR WILDWOOD ADDITION PHASE 3B, A RESIDENTIAL DEVELOPMENT WHEREAS, the Section 112-157 of the Jonesboro Municipal Code requires that a Maintenance Agreement be executed between the Developer and the City prior to recording the final plat;

WHEREAS, RWT Land Development, LLC has submitted a Maintenance Agreement for Stormwater Management Facilities for Wildwood Addition Phase 3B;

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

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

Section 1: That the City of Jonesboro accepts a Maintenance Agreement for Stormwater Management Facilities with RWT Land Development, LLC and authorizes the filing of a record plat for Wildwood Addition Phase 3B.

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

# MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES

**Property Identification** 

Project Name: Wildwood Addition Phase 3B

Project Address: Wildwood Subdivision

Owner(s): RWT Land Development, LLC

Owner Address: 2209 A Grant Ave.

City: <u>Jonesboro</u> State: <u>AR</u> Zip Code: <u>72401</u>

In a	ccordance v	with Section	112-157	of the Jonesboro	Municipal	Code, tl	his agreeme	nt is made	and	entered	into
this	day of		, 20	, by and betwee	en the City o	of Jonesl	boro, an Ark	ansas mun	icipal	corporat	tion,
here	inafter call	ed the "City"	and RW	Land Developm	ent, LLC, hei	reinafte	r called the '	'Developer	".		

### WITNESSTH, that:

WHEREAS, The Developer is proceeding to build on and develop the property in accordance with the Stormwater Management Plan (the "Plan") approved by the City and the recorded plat (the "Plat") for <u>Wildwood Addition</u>

Phase 3B as recorded in the records of Craighead County, Arkansas.

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

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

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

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

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

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

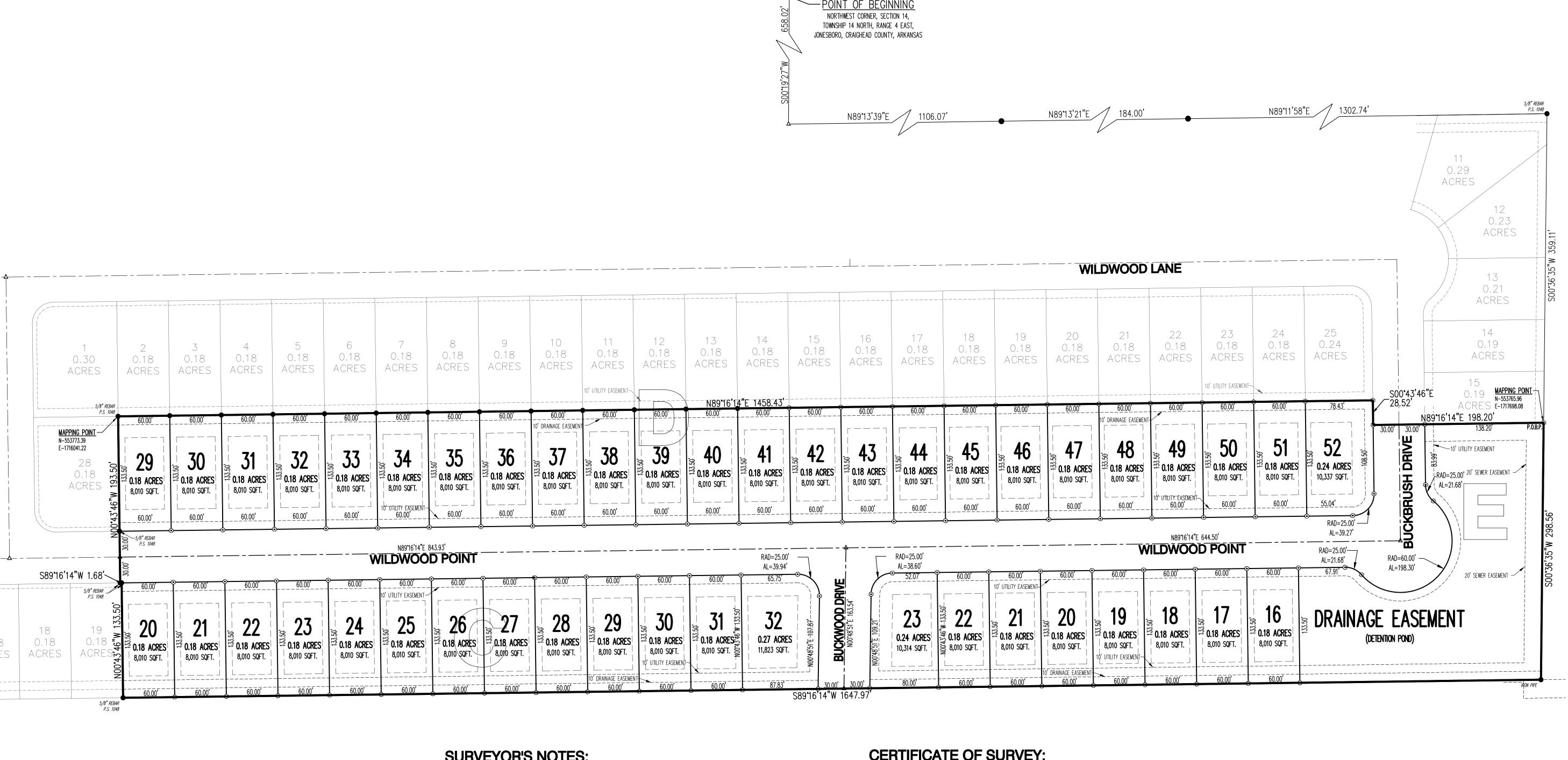
1. The on-site stormwater runoff management facilities shall be constructed by the Developer, its successors and assigns, in accordance with the plans and specifications identified in the Plan.

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

1

Owner/Agent:	Printed Name	Signature	5/27/19 Date
Owner/Agent:			
	Printed Name	Signature	Date

On this day before me, the undersigned officer	, personally appeare	d KoherT Iroutt	, to me
well known to be the person whose name is su			that he
had executed the same for the purposes therein		, ,	
WITNESS my hand and seal this 27 day of	May , 20/4.		
Jeaninea Bare		25. - V	
Notary Public (Printed Name)		OFFICIAL SEAL	
Jeannea Ber		JEANINEA BARE NOTARY PUBLIC-ARKANSAS CRAIGHEAD COUNTY	
Notary Public (Signature)	M	Y COMMISSION EXPIRES: 11-02-14	
My Commission Expires:			
Accepted by:			
Mayor	Date		
City Clerk	Date		



# **SURVEYOR'S NOTES:**

- SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD OR ANY OTHER FACTS WHICH AN ACCURATE
- BASIS OF BEARINGS: THE RECORD PLAT OF WILDWOOD ADDITION PHASE 1, BY TERRY G. BARE P.S. 1048, RECORDED IN BOOK C, PAGE 185,
- 3. THE FOLLOWING DOCUMENTS WERE USED IN THE CONSTRUCTION OF THIS SURVEY:
  - RECORD PLAT OF WILDWOOD ADDITION PHASE 1, BY TERRY G. BARE P.S. 1048, RECORDED IN BOOK C, PAGE 185, DATED JUNE 14,
  - RECORD PLAT OF WILDWOOD ADDITION PHASE 2, BY JASON H. BRANCH P.S. 1596, RECORDED IN BOOK C, PAGE 220, DATED
  - RECORD PLAT OF WILDWOOD ADDITION PHASE 3 A, BY TYLER K. WILSON P.S. 1757, RECORDED IN BOOK C, PAGE 244, DATED
- 4. THE SUBJECT PROPERTY LIES OUTSIDE THE 100-YEAR SPECIAL FLOOD ZONE, AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP 05031C0063C, DATED SEPTEMBER 27, 1991.
- 5. SUBJECT PROPERTY IS ZONED R-1, SINGLE-FAMILY MEDIUM DENSITY DISTRICT.
- 6. R-1 BUILDING SETBACK REQUIREMENTS:
  - STREET SETBACK 25'
  - REAR SETBACK 25'
- SIDE SETBACK 7.5'
- 7. THE HORIZONTAL LOCATIONS OF THE <u>MAPPING POINTS</u>, AS SHOWN ON THIS PLAT, HAVE BEEN DETERMINED BY ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE (0301), NAD 83, AND TIED TO JONESBORO GPS MONUMENTS 68 AND 69.
- 8. THE RECORDING OF THIS SURVEYORS'S FINAL PLAT DOES NOT GUARANTEE COMPLIANCE TO ORDINANCE 1145. SALE OF LOTS MUST SATISFY THE REQUIREMENTS OF THE CITY OF JONESBORO ORDINANCE NO. 1145, CODIFIED AS 15.16.03, REQUIRING A CORPORATE SURETY BOND FOR IMPROVEMENTS IN SUBDIVISION DEVELOPMENTS OTHERWISE, NO BUILDING PERMIT SHALL BE ISSUED BY THE CITY OF JONESBORO ON SAID

# **CERTIFICATE OF SURVEY:**

THIS IS TO CERTIFY THAT HAYWOOD, KENWARD, BARE AND ASSOCIATES INC., PROFESSIONAL LAND SURVEYORS HAVE SURVEYED THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 4 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 4 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 00"19"27" WEST, 658.02 FEET; THENCE NORTH 89"3"3" EAST, 1106.07 FEET; THENCE NORTH 89"3"21" EAST, 184.00 FEET; THENCE NORTH 89"11"58" EAST, 1302.74 FEET; THENCE SOUTH 00"36"35" WEST, 359.11 FEET TO THE POINT OF BEGINNING PROPER; THENCE CONTINUE SOUTH 00'36'35" WEST, 298.56 FEET; THENCE SOUTH 89'16'14" WEST, 1647.97 FEET; THENCE NORTH 00'43'46" WEST, 133.50 FEET; THENCE SOUTH 89'16'14" WEST, 1.68 FEET; THENCE NORTH 00'43'46" WEST, 193.50 FEET; THENCE NORTH 89'16'14 EAST, 1458.43 FEET; THENCE SOUTH 00'43'46" EAST, 28.52 FEET; THENCE NORTH 89"6'14 EAST, 198.20 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 12.28 ACRES, MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

# **DEDICATION OF PLAT:**

WE BEING THE OWNERS/AGENTS OF THE ABOVE DESCRIBED PARCEL OF LAND, DO HEREBY PLAT AND LAYOUT SAME INTO A SUBDIVISION COMPOSED OF LOTS AND STREETS AS SHOWN ON THE PLAT HEREON.

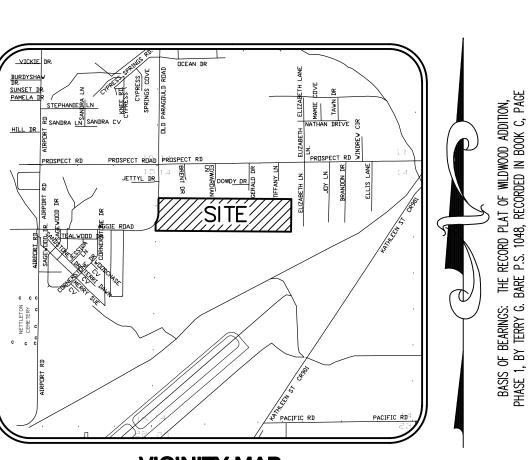
SAID PLAT SHALL HERE-IN-AFTER BE DESIGNATED AND REFERRED TO AS:

# WILDWOOD ADDITION PHASE III B

TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS.

AND SAID OWNERS/AGENTS DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER, ALL THE STREETS OF WIDTH, LENGTH AND LOCATION AS SHOWN ON THE PLAT HEREON, FOR THE PURPOSE OF INGRESS/EGRESS AND UTILITY CONSTRUCTION AND MAINTENANCE, AND SAID OWNERS/AGENTS DO HEREBY DEDICATE ALL EASEMENTS TO THE PUBLIC USE FOR THE EXPRESS PURPOSE AS SHOWN ON THE PLAT HERON. SAID DRAINAGE AND UTILITY EASEMENTS SHALL NOT BE USED FOR INGRESS/EGRESS BY THE PUBLIC.

GNED THIS	DAY OF	2014
Y AME	SIGNATURE	
TLE		



**VICINITY MAP** (NOT TO SCALE)

# **LEGEND:**

- FOUND 5/8" REBAR W/ J. BRANCH P.S. 1596 CAP (OR AS NOTED) ● SET 5/8" REBAR W/ RED PLASTIC CAP
- STAMPED "T. WILSON P.S. 1757" △ COMPUTED POINT (NOT MONUMENTED)

RECORD PLAT

CORD

TYLER K. WILSON ARKANSAS - P.S. 1757

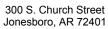
Haywood, Kenward, Bare, and Associates, Inc ARKANSAS - 234 CLIENT: TROUTT COPYRIGHT 2014, ALL RIGHTS RESERVED REVISIONS DATE BY DESCRIPTION

T004-0010-02B0

JAB

1"= 60'

11/18/14 21-54 500-14N-04E-0-14-400-16-1757





# City of Jonesboro

# Legislation Details (With Text)

File #: RES-14:210 Version: 1 Name: Purchase of property at 916 Hope Street

Type: Resolution Status: To Be Introduced

File created: 11/20/2014 In control: Public Works Council Committee

On agenda: Final action:

Title: A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND

CITY CLERK TO PURCHASE PROPERTY LOCATED AT 916 HOPE STREET, JONESBORO.

ARKANSAS FOR THE PURPOSE OF STREET IMPROVEMENTS

**Sponsors:** Engineering

**Indexes:** Property purchase - real

**Code sections:** 

Attachments: Sallie Brown - Offer & Acceptance

Date Ver. Action By Action Result

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND CITY CLERK TO PURCHASE PROPERTY LOCATED AT 916 HOPE STREET, JONESBORO, ARKANSAS FOR THE PURPOSE OF STREET IMPROVEMENTS

WHEREAS, the City of Jonesboro, Arkansas desires to purchase the property located at 916 Hope Street, Jonesboro, Arkansas for the purpose of street improvements

WHEREAS, an Offer has been made to the estate of Tyrone Green for the purchase of the property located at 916 Hope Street, Jonesboro, Arkansas more particularly described as follows:

A PART OF LOT 1 IN BLOCK 3 OF BROADAWAY ADDITION, RECORDED 04/19/1898 BOOK 18 PAGE 169, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE EAST 20 FEET OF LOT 1 IN BLOCK 3 OF BROADAWAY ADDITION, CONTAINING 3300 SQUARE FEET OR 0.08 ACRES.

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

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 to execute the documents necessary to complete this transaction at a price of \$3,800.00 to come from the Capital Improvement budget.

# 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 property:

#### 2. PROPERTY DESCRIPTION:

ATTEST:

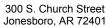
DONNA JACKSON, CITY CLERK

A PART OF LOT 1 IN BLOCK 3 OF BROADAWAY ADDITION, RECORDED 04/19/1898 BOOK 18 PAGE 169, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE EAST 20 FEET OF LOT 1 IN BLOCK 3 OF BROADAWAY ADDITION, CONTAINING 3300 SQUARE FEET OR 0.08 ACRES.

- 3. **PURCHASE PRICE:** The Buyers will pay as total purchase price for said property the sum of \$3,800.00 , plus allowable expenses.
- 4. **CONVEYANCE:** Conveyance shall be made to Buyers or as directed by Buyers, by General Warranty Deed, 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. **ABSTRACT OR TITLE INSURANCE:** The owners of the above property, hereinafter called Seller, shall furnish a policy of title insurance in the amount of the purchase price. The cost of the policy of title insurance shall be paid by the City of Jonesboro.
- 6. **PRO-RATIONS:** Taxes and special assessments due on or before closing shall be paid at closing from the proceeds of the sale. Any deposits on rental property are to be transferred to Buyer at closing. Insurance, current general taxes and special assessments, rental payments, and any interest on assumed loans shall be prorated at closing unless otherwise specified herein.
- 7. **CLOSING:** The closing date which will be designated by Agent, is estimated to be on or about **October 2014**. However, any unforeseen delays such as arranging financing or clearing title specifically do not void this contract.

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

THIS IS A LEGALLY BINDING CONTRACT WHEN SIBY THE CITY COUNCIL.	IGNED BY BOTH BUYERS AND SELLER AND APPROVED
CITY OF JONESBORO	THIS OFFER IS ACCEPTED ON: 10 3 14
BY:	BY: Sign Millie Rram
HAROLD PERRIN, MAYOR	Print Sallie Brown





# City of Jonesboro

# Legislation Details (With Text)

File #: RES-14:215 Version: 1 Name: Utility easement to Centerpoint Enegery

Type: Resolution Status: To Be Introduced

File created: 11/24/2014 In control: **Public Works Council Committee** 

On agenda: Final action:

Title: A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND

CITY CLERK TO GRANT AN UTILITY EASEMENT TO CENTERPOINT ENERGY RESOURCES

CORP., A DELAWARE CORPORATION, D/B/A CENTERPOINT ENERGY ARKANSAS GAS

Sponsors: Engineering

Indexes: Easement

Code sections:

Attachments: Natural Gas Easement - JETS Facility

Date Ver. **Action By** Action Result

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO GRANT AN UTILITY EASEMENT TO CENTERPOINT ENERGY RESOURCES CORP., A DELAWARE CORPORATION, D/B/A CENTERPOINT ENERGY ARKANSAS GAS WHEREAS, the City of Jonesboro, Arkansas desires to grant an Utility Easement to Centerpoint Energy Resources Corp., A Delaware Corporation, D/B/A Centerpoint Energy Arkansas Gas for the purpose to lay, maintain, alter, repair, operate, replace, change the size of and remove pipe, gas lines, pipelines and other equipment and materials deemed necessary by grantee for the transportation of oil or gas, or products of oil or gas within said easement and right of way, on, over and through certain lands situated in County of Craighead, State of Arkansas, described as follows:

THE NORTH 5' OF J.E.T.S. ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, AS SHOWN ON THE PLAT RECORDED AS DOCUMENT # JB2014R-017143 ON OCTOBER 27, 2014, SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS, AND RIGHTS-OF-WAY OF RECORD

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 grant an Utility Easement described above Centerpoint Energy Resources Corp., A Delaware Corporation, D/B/A Centerpoint Energy Arkansas Gas.

# **UTILITY EASEMENT - NATURAL GAS**

FOR AND IN CONSIDERATION OF THE SUM OF ONE DOLLAR (1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, TO US IN HAND PAID, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE UNDERSIGNED, CITY OF JONESBORO, ARKANSAS, A MUNICIPAL CORPORATION, ("GRANTOR") DOES HEREBY GRANT, BARGAIN, SELL AND CONVEY TO CENTERPOINT ENERGY RESOURCES CORP., A DELAWARE CORPORATION, D/B/A CENTERPOINT ENERGY ARKANSAS GAS, ("GRANTEE") AND ITS SUCCESSORS AND ASSIGNS, TO HAVE AND TO HOLD, A PERPETUAL EASEMENT AND RIGHT OF WAY TO LAY, MAINTAIN, ALTER, REPAIR, OPERATE, REPLACE, CHANGE THE SIZE OF AND REMOVE PIPE, GAS LINES, PIPELINES AND OTHER EQUIPMENT AND MATERIALS DEEMED NECESSARY BY GRANTEE FOR THE TRANSPORTATION OF OIL OR GAS, OR PRODUCTS OF OIL OR GAS WITHIN SAID EASEMENT AND RIGHT OF WAY, ON, OVER AND THROUGH CERTAIN LANDS SITUATED IN COUNTY OF CRAIGHEAD, STATE OF ARKANSAS, DESCRIBED AS FOLLOWS:

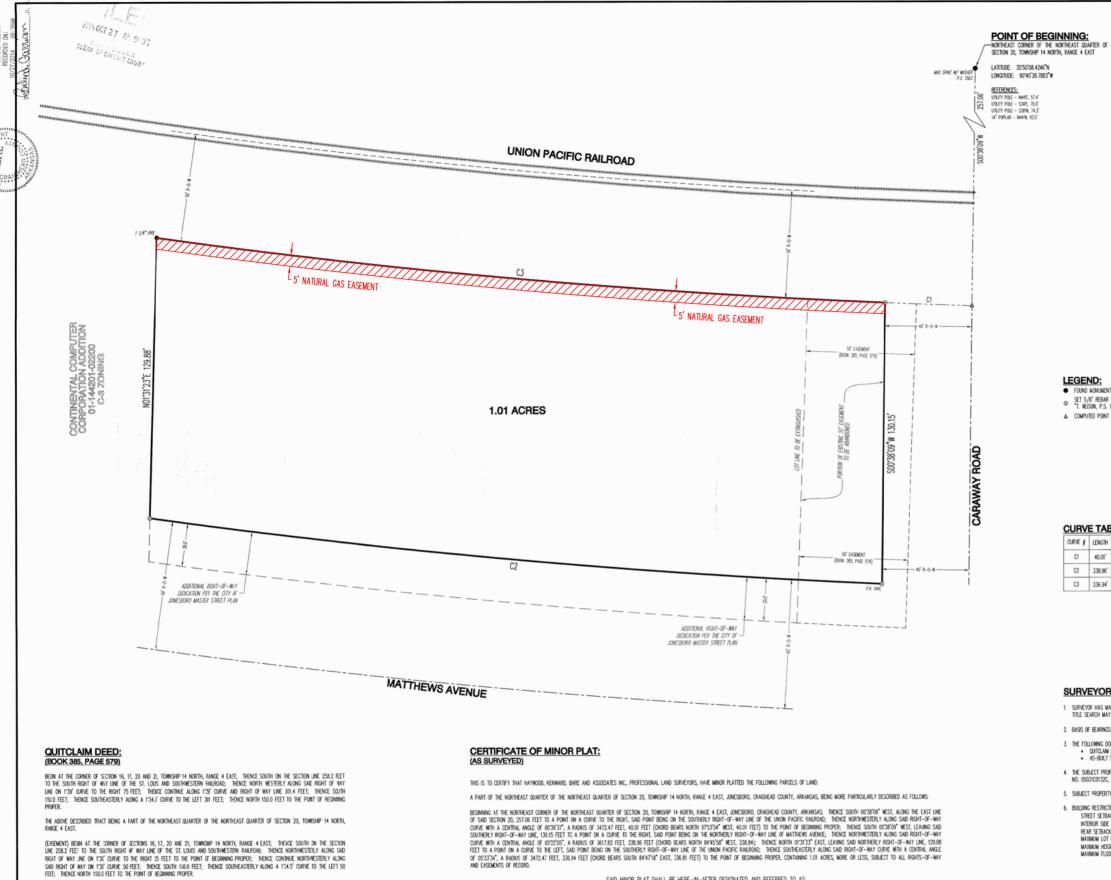
THE NORTH 5' OF J.E.T.S. ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, AS SHOWN ON THE PLAT RECORDED AS DOCUMENT # JB2014R-017143 ON OCTOBER 27, 2014, SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS, AND RIGHTS-OF-WAY OF RECORD.

NO STRUCTURES MAY BE BUILT ON THE EASEMENT AND RIGHT OF WAY OR OTHERWISE INTERFERE WITH THE RIGHTS PROVIDED GRANTEE HEREIN.

THE EASEMENT AND RIGHT OF WAY GRANTED HEREIN SHALL ALSO INCLUDE THE RIGHTS OF INGRESS AND EGRESS TO AND FROM THE SAME, SUCCESSORS OR ASSIGNS COVENANT, WARRANT AND REPRESENT THAT GRANTEE SHALL HAVE THE RIGHT TO FULLY USE AND ENJOY THE EASEMENT AND RIGHT OF WAY GRANTED HEREIN.

THE EASEMENT AND RIGHT OF WAY GRANTED HEREIN SHALL (A) TOUCH, CONCERN, ENCUMBER, AND RUN WITH THE LANDS DESCRIBED ABOVE, (B) BIND GRANTOR AND ALL HEIRS, SUCCESSORS AND ASSIGNS OF GRANTOR, AND (C) BE ENFORCEABLE BY GRANTEE, ITS SUCCESSORS AND ASSIGNS.

<b>IN WITNESS WHEREOF</b> , THE GRANTORS 2014.	HAVE EXECUTED THIS INSTRUMENT ON THEDAY OF,
Harold Perrin, Mayor	Donna Jackson, City Clerk
	ACKNOWLEDGMENT
STATE OF ARKANSAS	
COUNTY OF CRAIGHEAD	
COUNTY AFORESAID, DULY COMMISSION STATE, APPEARED IN PERSON THE W PERSONALLY WELL KNOWN, WHO STAT ARKANSAS, A MUNICIPAL CORPORATION EXECUTE THE FOREGOING INSTRUMENT FURTHER STATED AND ACKNOWLEDG	BEFORE ME, A NOTARY PUBLIC, WITHIN AND FOR THE BED, QUALIFIED AND ACTING WITHIN AND FOR SAID COUNTY AND THIN NAMED HAROLD PERRIN AND DONNA JACKSON, TO ME FED THAT THEY ARE THE MAYOR AND CITY CLERK OF JONESBORO, IN, AND WAS DULY AUTHORIZED IN THEIR RESPECTIVE CAPACITY TO FOR AND IN THE NAME AND BEHALF OF SAID CORPORATION AND SED THAT THEY HAD SIGNED, EXECUTED AND DELIVERED SAID NSIDERATION, USES AND PURPOSES THEREIN MENTIONED AND SET
IN TESTIMONY WHEREOF, I HAVE HE OF, 2014.	REUNTO SET MY HAND AND OFFICIAL SEAL THIS DAY
NOTARY PUBLIC (SIGNATURE)	
MY COMMISSION EXPIRES:	



THE ABOVE DEXCREED TRACT BEING A PART OF NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 14 NORTH, RANGE 4 EAST.

OF 0533'34", A RADIUS OF 3472.47 FEET, 338.94 FEET (CHORD BEARS SOUTH 84'47'18" EAST, 336.81 FEET) TO THE POINT OF BEGINNING PROPER, CONTAINING 1.01 ACRES, MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY

SAID MINOR PLAT SHALL BE HERE-IN-AFTER DESIGNATED AND REFERRED TO AS:

J.E.T.S. ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS.

WE BEING THE AGENTS DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER, ALL THE STREETS OF WOTH, LENGTH, AND LOCATION, AS SHOWN ON THE PLAT HEREON, AND SAID AGENTS DO HEREBY DEDICATE ALL EASEMENTS TO

THE PUBLIC USE FOR THE EXPRESS PURPOSE INDICATED. SAID EASEMENTS SHALL NOT BE USED FOR INGRESS/EGRESS BY THE PUBLIC

SCHED THS 23 DAY OF October 2014
BY NAME Harold Perin TITE Mayor SCHATURE Harol Limit



- FOUND MONUMENT (AS NOTED)
- SET 5/8" REBAR W/ RED PLASTIC CAP STAMPED "T. WILSON, P.S. 1757" (OR AS NOTED)
- A COMPUTED POINT (NOT MONUMENTED)

### CURVE TABLE:

COTTYL TABLE.								
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH			
C1	C1 40.01' 3472.		00'39'37"	N87'53'54"W	40.01			
C2	338.96	3617.82	05'22'05"	N84"45"58"W	338.84			
C3	336.94	3472.47	05'33'34"	S84*47'18"E	336.81			



#### SURVEYOR'S NOTES:

SUPREYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD OR ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.

VICINITY MAP

- 2. BASIS OF BEARINGS: ARKANSAS STATE PLANE ORD NORTH ZONE (0301)
- 3. THE FOLLOWING DOCUMENTS WERE USED IN THE CONSTRUCTION OF THIS SURVEY: QUITQLAIM GEZD, PARKER TO THE CITY OF JONESBORD, RECORDED IN BOOK 385, PAGE 579.
   AS-BULT SURVEY, BY MICHAEL A. DANIELS, P.S. 1563, HKB FILE NO. B-139, DATED MAY 31, 2007.
- THE SUBJECT PROPERTY LIES OUTSIDE THE 100-YEAR SPECIAL FLOOD HAZARD, AS SHOWN ON FEMA FLOOD INSURANCE RATE MAPS: PANEL NO. 0503100132C, EFFECTIVE DATE JUNE 25, 2007.
- 5. SUBJECT PROPERTY IS ZONED C-3, CENERAL COMMERCIAL DISTRICT
- 6. BUILDING RESTRICTIONS FOR C-3 ZONING: STREET SETBACK - 25' INTERIOR SIDE SETBACK - 10'
  REAR SETBACK - 20'
  MAXIMUM LOT COVERAGE - 60% MAXIMUM HEIGHT LIMITATION - 45' MAXIMUM FLOOR AREA - NO STANDARD





MINOR PLAT

09/29/14

Tyler Wilson 9/27/14 S

Kenward, Bare
OCIATES, INC.
Surveying & Planning Services

Haywood,
AND ASSO

MINOR PLAT

tourette Drive, J 870.932.2019

1801

J.E.T.S. ADDITION
THE NORTHEAST QUARTER OF THE
SECTION 20, TOWNSHIP 14 NORTH,
JONESBORO CRARGHEAD COUNTY

TYLER K. WILSON - SURVEYOR

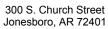
ARKANSAS - P.S. 1757

Haywood, Kenward, Bare, and Associates, Inc. ARKANSAS - 234

CLIENT: CROMWELL ARCHITECTS

REVISIONS DATE BY DESCRIPTION

TKW/JAB 1 OF 1 1"=20"





# City of Jonesboro

# Legislation Details (With Text)

File #: RES-14:216 Version: 1 Name: Maintenance agreement for Lots 9-12 of Gerald

Watkins Subdivision

Type: Resolution Status: To Be Introduced

File created: 11/25/2014 In control: Public Works Council Committee

On agenda: Final action:

Title: A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER

MANAGEMENT FACILITIES FOR REPLAT OF LOTS 9-12 OF GERALD WATKINS SUBDIVISION, A

RESIDENTAL DEVELOPMENT

**Sponsors:** Engineering

Indexes: Contract

**Code sections:** 

Attachments: Maintenance Agreement

Plat

Date Ver. Action By Action Result

A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR REPLAT OF LOTS 9-12 OF GERALD WATKINS SUBDIVISION, A RESIDENTAL DEVELOPMENT

WHEREAS, , the Section 112-157 of the Jonesboro Municipal code requires a maintenance agreement assuring perpetual maintenance of Stormwater Management Improvements and drainage easements to be dedicated to the City be agreed upon by the City and the developer prior to final plat approval;

WHEREAS, Heriberto Salinas Jr. has submitted a Maintenance Agreement for Stormwater Management Facilities for Replat of Lots 9-12 of Gerald Watkins Subdivision;

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

WHEREAS, the Maintenance Agreement and the final plat are to be filed concurrently with the Craighead County Circuit Clerk, upon final approval of the plat.

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

Section 1: The City of Jonesboro accepts the attached maintenance agreement with Heriberto Salinas Jr. for Replat of Lots 9-12 of Gerald Watkins Subdivision and authorizes the Mayor and City Clerk to execute all documents necessary to effectuate the agreement.

Section 2: The executed agreement is to be retained by the City Clerk until such time as the Clerk is provided with the approved final plat of the development by the Planning Department so that both documents can be filed concurrently with the Craighead County Circuit Clerk.

# MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES

### **Property Identification**

Project Name: REPLAT OF LOTS 9-12 OF GERALD WATKINS SUBDIVISION

Project Address: 4323 GLADYS DRIVE
Owner(s): HERIBERTO SALINAS JR.
Owner Address: 4702 SAM'S PLACE

City: JONESBORO State: AR Zip Code: 72404

In accor	dance with Section	n 112-157	of the Jonesboro Municipal Code, this agreement is made and entered int
this	day of	, 20	_, by and between the City of Jonesboro, an Arkansas municipal corporation
hereina	fter called the "Cit	y" and Heri	berto Salinas Jr. hereinafter called the "Developer".

#### WITNESSTH, that:

WHEREAS, The Developer is proceeding to build on and develop the property in accordance with the Stormwater Management Plan (the "Plan") approved by the City and the recorded plat (the "Plat") for **REPLAT OF LOTS 9-12 OF GERALD WATKINS SUBDIVISION** as recorded in the records of Craighead County, Arkansas.

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

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

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

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

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

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

1. The on-site stormwater runoff management facilities shall be constructed by the Developer, its successors and assigns, in accordance with the plans and specifications identified in the Plan.

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

1111111

Owner/Agent:	Heriberta Salinas Jr. Printed Name	Signature	1/25/14/ Date
Owner/Agent:	Printed Name	 Signature	Date

## STATE OF ARKANSAS COUNTY OF CRAIGHEAD

On this day before me, the undersigned officer, personally appeared,				
well known to be the person whos	se name is sub	scribed to the forego	ing instrument, and	d acknowledged that he
had executed the same for the purp	oses therein s	tated and set forth.		
WITNESS my hand and seal this	day of	, 20		
Notary Public (Printed Name)				
Notary Public (Signature)				
My Commission Expires:				
Accepted by:				
Mayor		Date Date		
City Clerk		 Date		

