

Municipal Center 300 S. Church Street Jonesboro, AR 72401

Meeting Agenda Public Works Council Committee

Tuesday, December 1, 2020

5:00 PM

Municipal Center, 300 S. Church

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

3. Approval of minutes

MIN-20:108 Minutes for the Public Works Committee meeting on November 5, 2020.

Attachments: Minutes

4. New Business

RESOLUTIONS TO BE INTRODUCED

RES-20:231 A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO CONTINUE A JOINT

FUNDING AGREEMENT WITH THE U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR FOR THE OPERATION AND MAINTENANCE OF

TWO STREAMGAGES IN JONESBORO

Sponsors: Engineering and Mayor's Office

Attachments: USGA Agreement 2021

RES-20:232 RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO

AGREEMENT WITH Safe Haven Baby Boxes, Inc. FOR THE PLACEMENT OF A

NEWBORN Safety Device ON A CITY FACILITY

Sponsors: Fire Department and Mayor's Office

Attachments: Agreement, Safe Haven Baby Boxes

RES-20:233 A RESOLUTION REQUESTING FREE UTILITY SERVICES FROM CITY WATER AND

LIGHT FOR A TRAFFIC SIGNAL AT 2301 E. HIGHLAND DRIVE

Sponsors: Engineering and Mayor's Office

RES-20:234 A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS

ACCEPTING A DONATION OF LAND AND AUTHORIZING THE MAYOR TO ENTER

INTO AN AGREEMENT WITH FARMER ENTERPRISES, INC.

Attachments: Farmer Enterprises Donation - Parker Road 2.08 acres

RES-20:235 A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A

CHANGE ORDER NO. 4 WITH RAMSONS, INC.FOR THE JONESBORO SHOOTING

SPORTS COMPLEX PHASE 1C (2020:07)

Sponsors: Mayor's Office and Engineering

Attachments: Change Order #4, Shooting Sports Complex

RES-20:236 A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS

TO ACCEPT THE DONATION OF PROPERTY LOCATED AT LOT 7 OF SYLVAN HILLS

ESTATES 2ND ADDITION FROM THE FRIERSON CORPORATION

Sponsors: Mayor's Office

<u>Attachments:</u> Frierson Land Donation Map

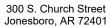
Frierson Land Donation Documents

5. Pending Items

6. Other Business

7. Public Comments

8. Adjournment





Legislation Details (With Text)

File #: MIN-20:108 Version: 1 Name:

Type: Minutes Status: To Be Introduced

File created: 11/9/2020 In control: Public Works Council Committee

On agenda: Final action:

Title: Minutes for the Public Works Committee meeting on November 5, 2020.

Sponsors:

Indexes:

Code sections:

Attachments: Minutes

Date Ver. Action By Action Result

Minutes for the Public Works Committee meeting on November 5, 2020.



Municipal Center 300 S. Church Street Jonesboro, AR 72401

Meeting Minutes Public Works Council Committee

Thursday, November 5, 2020

5:00 PM

Municipal Center, 300 S. Church

1. Call To Order

Present 6 - Gene Vance; John Street; Chris Moore; Charles Coleman; LJ Bryant and Ann

Williams

Absent 1 - Mitch Johnson

2. Roll Call by City Clerk Donna Jackson

Present 6 - Gene Vance; John Street; Chris Moore; Charles Coleman; LJ Bryant and Ann

Williams

Absent 1 - Mitch Johnson

3. Approval of minutes

MIN-20:096 Minutes for the Public Works Committee on October 8, 2020.

Attachments: Minutes

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

Aye: 5 - Gene Vance; Chris Moore; Charles Coleman; LJ Bryant and Ann Williams

Absent: 1 - Mitch Johnson

4. New Business

RESOLUTIONS TO BE INTRODUCED

RES-20:199 A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE

LOW BID AND ENTER INTO A CONTRACT WITH SHELBY RAILROAD SERVICE, INC. FOR THE INDUSTRIAL RAIL LEAD MAINTENANCE CONTRACT - JOB NO.

2020:28

Sponsors: Engineering and Finance

Attachments: Bid Tab, Industrial Lead Maintenance

Contract Documents 2020 28, Industrial Lead Maintenance

A motion was made by Councilperson Gene Vance, seconded by

Councilperson Chris Moore, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 5 - Gene Vance; Chris Moore; Charles Coleman; LJ Bryant and Ann Williams

Absent: 1 - Mitch Johnson

5. Pending Items

6. Other Business

RES-20:212

A RESOLUTION REQUESTING THE ARKANSAS STATE HIGHWAY COMMISSION AND THE ARKANSAS DEPARTMENT OF TRANSPORTATION DESIGNATE THE REMAINING SECTION OF U.S. HIGHWAY 63 MEETING INTERSTATE STANDARDS AS INTERSTATE 555.

Sponsors: Engineering

Attachments: Letter of Support - I-555 2020 Signed

Patti Lack, 4108 Forrest Hill Road. I think it is a great idea. But, what is the cost? Chairman John Street explained that it is a zero cost. It is already there and built to standard. This is just the designation to classify it as 1555. It will extend it from Southwest Drive all the way out to Dan Avenue. Patti said, so all this is doing is classifying it. Again, Chairman John Street said, yes.

Councilmember Gene Vance explained that it will give the Highway Department another avenue for funding for that portion of the highway. Chairman John Street said, yes it will. It also takes away maintenance responsibilities from the city. Councilmember Gene Vance agreed and that this is a good deal.

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

Aye: 5 - Gene Vance; Chris Moore; Charles Coleman; LJ Bryant and Ann Williams

Absent: 1 - Mitch Johnson

7. Public Comments

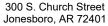
8. Adjournment

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

Aye: 5 - Gene Vance; Chris Moore; Charles Coleman; LJ Bryant and Ann Williams

Absent: 1 - Mitch Johnson







Legislation Details (With Text)

File #: RES-20:231 Version: 1 Name:

Type: Resolution Status: To Be Introduced

File created: 11/24/2020 In control: Public Works Council Committee

On agenda: Final action:

Title: A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO CONTINUE A JOINT FUNDING

AGREEMENT WITH THE U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE

INTERIOR FOR THE OPERATION AND MAINTENANCE OF TWO STREAMGAGES IN

JONESBORO

Sponsors: Engineering, Mayor's Office

Indexes:

Code sections:

Attachments: USGA Agreement 2021

Date Ver. Action By Action Result

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO CONTINUE A JOINT FUNDING AGREEMENT WITH THE U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR FOR THE OPERATION AND MAINTENANCE OF TWO STREAMGAGES IN JONESBORO WHEREAS, the City of Jonesboro has desires to continue a Joint Funding Agreement (attached) with the U.S. Geological Survey, United States Department of the Interior, for the operation and maintenance of two streamgages in Jonesboro; and,

WHEREAS, the two streamgages monitoring locations in Jonesboro are located on Lost Creek and Whiteman Creek at Access Road; and,

WHEREAS, the funding for the annual operation and maintenance cost shall come from the Capital Improvements budget.

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

Section1: That the City of Jonesboro shall continue a Joint Funding Agreement with the U.S. Geological Survey, United States Department of the Interior for the operation and maintenance of two streamgages in Jonesboro.

Section 2: The funding for operation and management cost shall come from the Capital Improvements budget.

Section 3: The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.

Form 9-1366 (May 2018)

U.S. Department of the Interior U.S. Geological Survey Joint Funding Agreement FOR

Water Resource Investigations

Customer #: 6000000783 Agreement #: 21MLJFAARDA156

Project #: ML009Z5 TIN #: 71-6013749

Fixed Cost Agreement YES[X]NO[]

THIS AGREEMENT is entered into as of the January 1, 2021, by the U.S. GEOLOGICAL SURVEY, Lower Mississippi-Gulf Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Jonesboro party of the second part.

- 1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in operation and the maintenance of the two streamgages, Whiteman's Creek at Industrial Drive and Lost Creek at Floyd Street in Jonesboro herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.
- 2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00
 - (a) \$0 by the party of the first part during the period January 1, 2021 to December 31, 2021
 - (b) \$29,500 by the party of the second part during the period January 1, 2021 to December 31, 2021
 - (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
- 3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
- 4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
- 5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
- 6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
- 7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
- 8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices).

Form 9-1366 (May 2018)

U.S. Department of the Interior U.S. Geological Survey Joint Funding Agreement FOR

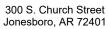
Customer #: 6000000783
Agreement #: 21MLJFAARDA156
Project #: ML009Z5

TIN #: 71-6013749

Water Resource Investigations

9. Billing for this agreement will be rendered <u>quarterly</u>. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

Name:	John Mays Field Office Chief	Name:	Harold Perrin Mayor
Address:	401 Hardin Road	Address:	300 S Church Street
Telephone: Fax: Email:	Little Rock, AR 72211 (501) 228-3678 (501) 228-3601 jmays@usgs.gov	Telephone: Fax: Email:	Jonesboro, AR 72401 (870) 932-2438
	USGS Billing Point of Contact		Customer Billing Point of Contact
Name:	Markeshia Watson Administrative Specialist	Name:	Tracey Cooper
Address:	3535 South Sherwood Forest Blvd.	Address:	300 S Church Street
Telephone: Fax:	Baton Rouge, LA 70816 (225) 298-5481 Ext 3106	Telephone: Fax:	Jonesboro, AR. 72401 (870) 932-2438
Email:	mwatson@usgs.gov	Email:	
	U.S. Geological Survey United States Department of Interior		City of Jonesboro
	<u>Signature</u>		<u>Signatures</u>
- Onde	R Knight		
Name: Rodn	Market Market Date: 11/19/2020	•	Date:
	r, LMG Water Science Center	Name: Title:	
		Ву	Date:
		Name:	
		Title:	
		-	Date:
		Name:	
		Title:	





Legislation Details (With Text)

File #: RES-20:232 Version: 1 Name:

Type: Resolution Status: To Be Introduced

File created: 11/24/2020 In control: Public Works Council Committee

On agenda: Final action:

Title: RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH

Safe Haven Baby Boxes, Inc. FOR THE PLACEMENT OF A NEWBORN Safety Device ON A CITY

FACILITY

Sponsors: Fire Department, Mayor's Office

Indexes:

Code sections:

Attachments: Agreement, Safe Haven Baby Boxes

Date Ver. Action By Action Result

RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH Safe Haven Baby Boxes, Inc. FOR THE PLACEMENT OF A NEWBORN Safety Device ON A CITY FACILITY WHEREAS, the City of Jonesboro has been requested by Safe Haven Baby Boxes, Inc. ("SHBB") to enter into an agreement to place a newborn safety device on an exterior wall of a city fire station which will legally permit a mother in crisis to safely, securely, and anonymously surrender her baby if she is unable to care for her newborn; and,

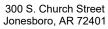
WHEREAS, the City has consulted its legal, financial and insurance related advisors and has confirmed that its location and operation is acceptable under Federal and State laws and regulations for the placement of this safety device; and,

WHEREAS, SHBB will provide the baby box safety device to the City for installation, and private funds have been raised to provide installation and maintenance. The City would be responsible for minimal costs as indicated in the agreement.

NOW, Therefore, be it resolved by City Council of the City of Jonesboro that:

SECTION 1: The City of Jonesboro shall enter into an agreement with SHBB for five years and shall renew for successive five year terms upon the mutual agreement of terms, fees, and conditions or unless terminated in accordance with the agreement or otherwise agreed to by the parties.

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





Legislation Details (With Text)

File #: RES-20:233 Version: 1 Name:

Type: Resolution Status: To Be Introduced

File created: 11/24/2020 In control: Public Works Council Committee

On agenda: Final action:

Title: A RESOLUTION REQUESTING FREE UTILITY SERVICES FROM CITY WATER AND LIGHT FOR A

TRAFFIC SIGNAL AT 2301 E. HIGHLAND DRIVE

Sponsors: Engineering, Mayor's Office

Indexes:

Code sections: Attachments:

Date Ver. Action By Action Result

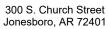
A RESOLUTION REQUESTING FREE UTILITY SERVICES FROM CITY WATER AND LIGHT FOR A TRAFFIC SIGNAL AT 2301 E. HIGHLAND DRIVE

WHEREAS, the City of Jonesboro is requesting that City Water and Light provide free utilities at a traffic signal located at 2301 E. Highland Drive.

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 to the location listed above.

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





Legislation Details (With Text)

File #: RES-20:234 Version: 1 Name:

Type: Resolution Status: To Be Introduced

File created: 11/24/2020 In control: Public Works Council Committee

On agenda: Final action:

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

ACCEPTING A DONATION OF LAND AND AUTHORIZING THE MAYOR TO ENTER INTO AN

AGREEMENT WITH FARMER ENTERPRISES, INC.

Sponsors:

Indexes:

Code sections:

Attachments: Farmer Enterprises Donation - Parker Road 2.08 acres

Date Ver. Action By Action Result

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS ACCEPTING A DONATION OF LAND AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH FARMER ENTERPRISES, INC.

WHEREAS, Resolution 16:157 provides for the City of Jonesboro to enter into an agreement with Farmer Enterprises, Inc. who provided a donation of 0.98 acres of land required for the Parker Road extension project and the City of Jonesboro agreed to construct a driveway to access the remaining 2.08 acres owned by Farmer Enterprises, Inc.; and,

WHEREAS, the said donation of property was accepted by the City of Jonesboro in 2016; and;

WHEREAS, the elevation between Parker Road and the donated property and existing drainage structures limit the driveway's location, which would result in a significant cost to the city to construct said driveway; and,

WHEREAS, Farmer Enterprises, Inc. now wishes to enter an agreement with the City of Jonesboro to donate the remaining 2.08 acres of property to the City, thereby releasing the City's obligation to construct a driveway to access this property.

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

Section 1: The City of Jonesboro accepts the donation of land and approves the agreement with Farmer Enterprises, Inc.

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

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS ACCEPTING A DONATION OF LAND AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREENTWITH FARMER ENTERPRISES, INC.

1

WHEREAS, in 2016, Farmer Enterprises, Inc., entered an agreement with the City of Jonesboro to donate 0.98 acres of land required for the Parker Road extension project to the City of Jonesboro and the City of Jonesboro agreed to construct a driveway to access the remaining 2.08 acres owned by Farmer Enterprises, Inc.

WHEREAS, the said donation of property was accepted by the City of Jonesboro in 2016; and

WHEREAS, the topography, the elevation between Parker Road and the property and existing drainage structures limit the driveway's location resulting in a significant cost to the city.

WHEREAS, Farmer Enterprises, Inc. now wishes to enter an agreement with the City of Jonesboro to donate the remaining 2.08 acres of property to the City, thereby releasing the City's obligation to construct a driveway to access this property.

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

Section 1: The City of Jonesboro accepts the donation of land and approves the agreement with Farmer Enterprises, Inc.

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

2020

day of

PASSED AND APPROVED on this

7.10020 7.110 7.11 7.10 7.25 0.7.1		
		Date:
	Harold Perrin, Mayor	
	ATTEST:	Date:
	Donna Jackson, City Clerk	

AGREEMENT

The following parties, Farmer Enterprises, Inc., (hereinafter referred to as "Farmer"), owner of property adjacent to U.S. Highway 63 right-of-way, said property containing approximately 2.08 acres and further described below, (hereinafter referred to as the "Parker Road Property") and the City of Jonesboro, (hereinafter referred to as "City"), hereby enter into this Agreement (hereinafter referred to as "Agreement") and agree to the following:

1. Farmer agrees to donate by quitclaim deed to the City its interests in 2.08 acres adjacent to U.S. Highway 63 right-of-way, further described as follows:

That portion of the south 10 acres of the Southwest Quarter of the Northwest Quarter Section 23, Township 14 North, Range 3 East of Craighead County, Arkansas, and more particularly described as follows:

Commencing at the southwest corner of the Northwest Quarter of Section 23 aforesaid; thence North 00°26'48" east along the west line of said Section 23, a distance of 357.34 feet to a point on the north line of the south 10 acres of the Southwest Quarter of the Northwest Quarter of Section 23 aforesaid; thence North 89°13′50" east, departing the west line of Section 23 aforesaid, a distance of 136.86 feet to the westerly right-of-way of U.S. Highway 63; thence South 25°33'54"east along said U.S. Highway 63 right-of-way, a distance of 106.37 feet; thence south 40°24'18" east, along said U.S. Highway 63 right-of-way, a distance of 328.93 feet to the south line of the Southwest Quarter of the Northwest Quarter of Section 23 aforesaid; thence departing said U.S. Highway 63 right-of-way, south 88°10"15" west, along the south line of the Southwest Quarter of the Northwest Quarter of Section 23 aforesaid, a distance of 398.95 feet to the point of beginning, containing in all 90,687 square feet or 2.08 acres, more or less, subject to easements, restrictions, reservations and rights-of-way of record.

- 2. Farmer has commissioned an appraisal from a certified appraiser who established the fair market value of the said property at \$91,000.00.
- 3. The City's obligation to construct a driveway from Parker Road to the said property, at City's sole expense, is hereby rescinded by Farmer.

4.	The City agrees to cooperate with Farmer in effecting a charitable donation by Farmer to the City of the said property.		
This A	greement is executed this	day of	2020, by the parties below.
CITY	OF JONESBORO		FARMER ENTERPRISES, INC.
Hon. I	Harold Perrin, Mayor		Alec Farmer, President
ATTE	STED BY:		
Donna	Jackson, City Clerk		

I certify under penalty of false swearing that documentary stamps or a documentary symbol to the legally correct amount has been placed on this instrument. Exempt or no consideration paid if none shown.

This instrument was prepared by:	:
Alec Farmer, President	
Farmer Enterprises, Inc.	
2500 Alexander Drive, Ste.C-116	ó
Jonesboro, AR 72401	

GRANTEE OR AGENT: _	
GRANTEE'S ADDRESS:	

CORPORATE QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

That I, Alec Farmer, President of Farmer Enterprises, Inc., an Arkansas

Corporation, hereinafter referred to as "Grantor," for and in consideration of the mutual covenants and benefits inuring to the party hereto, does hereby grant, bargain, deliver and quitclaim to the City of Jonesboro, hereinafter referred to as "Grantee," and unto its successors and assigns forever, the following lands, lying and being situated in the County of Craighead,

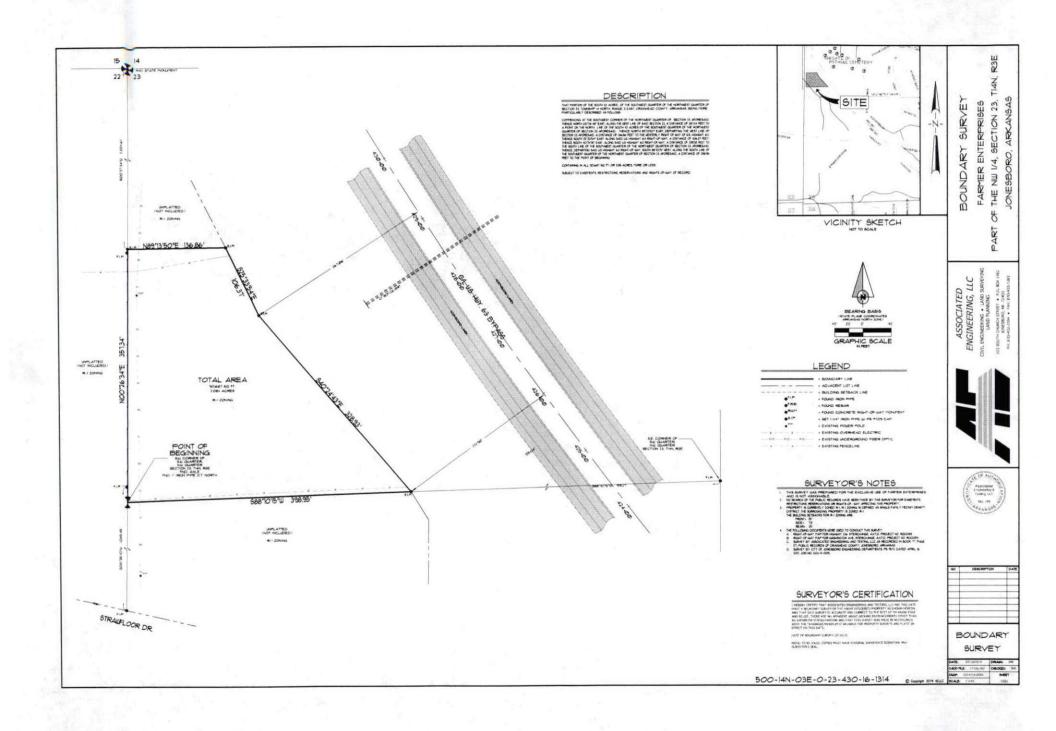
State of Arkansas, to-wit:

That portion of the south 10 acres of the Southwest Quarter of the Northwest Quarter Section 23, Township 14 North, Range 3 East of Craighead County, Arkansas, and more particularly described as follows:

Commencing at the southwest corner of the Northwest Quarter of Section 23 aforesaid; thence North 00°26′48″ east along the west line of said Section 23, a distance of 357.34 feet to a point on the north line of the south 10 acres of the Southwest Quarter of the Northwest Quarter of Section 23 aforesaid; thence North 89°13′50″ east, departing the west line of Section 23 aforesaid, a distance of 136.86 feet to the westerly right-of-way of U.S. Highway 63; thence South 25°33′54″east along said U.S. Highway 63 right-of-way, a distance of 106.37 feet; thence south 40°24′18″ east, along said U.S. Highway 63 right-of-way, a distance of 328.93 feet to the south line of the Southwest Quarter of the Northwest Quarter of Section 23 aforesaid; thence departing said U.S. Highway 63 right-of-way, south 88°10″15″west, along the south line of the Southwest Quarter of Section 23 aforesaid, a distance of 398.95 feet to the point of beginning, containing

in all 90,687 square feet or 2.08 acres, more or less, subject to easements, restrictions, reservations and rights-of-way of record.

TO HAVE AND TO HOLD the same unto t	he said G	rantee and unto it	s successors and
assigns forever, with all tenements, appurtenances an	d heredita	ments thereunto b	elonging.
IN WITNESS WHEREOF, Farmer Enterpris	es, Inc., a	n Arkansas Corpo	ration, has
caused these presents to be executed by its President	on this	day of	, 2020.
		RENTEPRISES, sas Corporation	INC.,
	Alec Farn	ner, President	.
	•		
ACKNOWLEDG	GMENT		
STATE OF ARKANSAS			
COUNTY OF CRAIGHEAD			
On this day appeared before the undersigned,	a Notary	Public within and	for the County
and State aforesaid, duly qualified, commissioned and	d acting, A	Alec Farmer, to m	ne well known as
the representative of the Grantor in foregoing Quitcla	im Deed,	and stated that he	had executed
the same for the consideration and purposes therein n	nentioned	and set forth.	
WITNESS my hand and official seal on this _	day	y of	, 2020.
	No	tary Public	
	INO	tary Public	
My Commissions Expires:			
(SEAL)			





APPRAISAL OF REAL PROPERTY

LOCATED AT:

2.1 acres, W Parker Rd
Part of SW NW West of Hwy 63, Sec 23, Twn 14, Rng 03
Jonesboro, AR 72401

FOR:

Alec Farmer 2500 Alexander Dr Jonesboro, AR 72401

AS OF:

October 19, 2020

BY:

Bob Gibson

Bob Gibson and Associates Inc. P O Box 3071 420 W Jefferson, Suite A Jonesboro, AR 72401

October 20, 2020

Alec Farmer 2500 Alexander Dr Jonesboro, AR 72401

Re: Property: 2.1 acres, W Parker Rd

Jonesboro, AR 72401

Borrower:

Owner: Farmer Enterprises Inc

File No.:

Pursuant to your request, I have prepared an appraisal report of the property captioned in the "Summary of Salient Features" which follows. As you have requested, I have prepared this report in accordance with most area lenders. To the best of my knowledge, this report conforms to the current requirements prescribed by the Uniform Standards of Professional Appraisal Practice of the Appraisal Standards Board of the Appraisal Foundation (as required by the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA)).

The accompanying report is based on a site inspection of improvements, investigation of the subject neighborhood area of influence, and review of sales, cost, and income data for similar properties. This appraisal has been made with particular attention paid to applicable value-influencing economic conditions and has been processed in accordance with nationally recognized appraisal guidelines.

The value conclusions stated herein are as of the effective date as stated in the body of the appraisal, and contingent upon the certification and limiting conditions attached. The person (s) signing this report have the knowledge and experience to complete this assignment competently. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Bob Gibson

SUMMARY OF SALIENT FEATURES

SUBJECT INFORMATION	Subject Address	2.1 acres, W Parker Rd
	Legal Description	Part of SW NW West of Hwy 63, Sec 23, Twn 14, Rng 03
	City	Jonesboro
	County	Craighead
	State	AR
	Zip Code	72401
	Census Tract	0008,01
	Map Reference	27860
PRICE	Sale Price	\$ N/A
SALES PRICE	Date of Sale	N/A
18.	Client	Alec Farmer
CLIENT	Appraiser	Bob Gibson
	Size (Square Feet)	N/A
(C)	Price per Square Foot	s
EMEN	Location	Suburban
DESCRIPTION OF IMPROVEMENTS	Age	N/A
98 OF	Condition	N/A
CRIPT	Total Rooms	N/A
ğ	Bedrooms	N/A
	Baths	N/A
APPRAISER	Appraiser	Bob Gibson
	Date of Appraised Value	October 19, 2020
VALUE	Final Estimate of Value	\$ 91,000



300 S. Church Street Jonesboro, AR 72401

Legislation Details (With Text)

File #: RES-20:235 Version: 1 Name:

Type: Resolution Status: To Be Introduced

File created: 11/24/2020 In control: Public Works Council Committee

On agenda: Final action:

Title: A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A CHANGE

ORDER NO. 4 WITH RAMSONS, INC.FOR THE JONESBORO SHOOTING SPORTS COMPLEX

PHASE 1C (2020:07)

Sponsors: Mayor's Office, Engineering

Indexes:

Code sections:

Attachments: Change Order #4, Shooting Sports Complex

Date Ver. Action By Action Result

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A CHANGE ORDER NO. 4 WITH RAMSONS, INC.FOR THE JONESBORO SHOOTING SPORTS COMPLEX PHASE 1C (2020:07)

WHEREAS, Resolution 20:025 authorized the City of Jonesboro to enter into a contract for the construction of the Jonesboro Shooting Sports Complex Phase IC with Ramsons, Inc., and Resolution 20:196 authorized Change Order #3 with Ramsons, Inc.; and,

WHEREAS, Resolution 20:115 authorized an increase in the 2020 Capital Improvements budget of \$500,000 for the construction of two restroom facilities at the Complex; and,

WHEREAS, the City of Jonesboro desires to change the project with Change Order No. 4 as attached increasing the contract amount by \$498,312.00; and,

WHEREAS, funding for the execution of the change order shall come from the 2020 Capital Improvement budget and compensation shall be paid in accordance with the contract documents.

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

Section 1: That the City of Jonesboro hereby accepts Change Order No. 4 in the amount of \$498,312.00 from Ramsons, Inc. for two restroom facilities for the Jonesboro Shooting Sports Complex Phase 1C construction.

Section 2. That funding for the execution of the change order shall come from the 2020 Capital Improvement budget and compensation shall be paid in accordance with the contract documents.

Section 3. The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute Change Order No.4 and direct the Purchasing Agent to increase the Purchase Order amount.

File #: RES-20:235, Version: 1

Change Order

PROJECT: (Name and address) Jonesboro Shooting Sports Complex Phase 1C - Shooting Complex Site

Package

(IIBA-Restrooms) Jonesboro, AR

City of Jonesboro 300 S Church St CONTRACT INFORMATION:

Contract For: General Construction

Date: 03/03/2020

CHANGE ORDER INFORMATION:

Change Order Number: 004

Date: 11/23/20

OWNER: (Name and address)

Jonesboro, AR 72401

ARCHITECT: (Name and address) Brackett-Krennerich & Associates PA 100 E Huntington Ave, Suite D

Jonesboro, AR 72401

CONTRACTOR: (Name and address)

\$

Ramsons, Inc. PO Box 9185

Jonesboro, AR 72403

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Provide all labor and material required to include (2) freestanding restroom facilities as indicated by PR#4.

The original Contract Sum was

The net change by previously authorized Change Orders

The Contract Sum prior to this Change Order was

The Contract Sum will be increased by this Change Order in the amount of

The new Contract Sum including this Change Order will be

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be

1,977.807.00

71,129.00

2,048,936.00

\$ 498,312,00 2,547,248.00

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Brackett-Krennerich & Asso PA Ramsons, Inc. City of Jonesboro ARCHITECT (Firm name) CONTRACTOR (Firm name) OWNER (Firm name) SIGNATURE SIGNATURE Kyle Cook, President Scott McDaniel, Project Coordinator PRINTED NAME AND TITLE Harold Perrin, Mayor

PRINTED NAME AND TITLE NOV. 2020 DATE

DATE

DATE

PRINTED NAME AND TITLE



RAMSONS INC. GENERAL CONTRACTORS 3111 DAN AVENUE

P.O. BOX 9185

JONESBORO, AR 72403-9185

PHONE (870) 935-1210

FAX (870) 972-9255

September 19, 2020

Kyle Cook

Brackett-Krennerich Architects 100 E Huntington Ave # D Jonesboro, AR 72401

RE: Bathroom Change Order Proposal REVISED

Mr. Cook:

Per your request we are pleased to quote you the sum of \$498,312.00 to provide all labor and material required to conduct the work outlined in PR#4. This price is revised to include the utilities, additional sitework, sidewalks and a voluntary price reduction. Our work is limited to the scope of work outlined below.

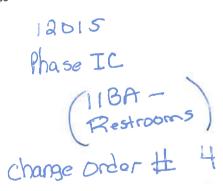
Scope of Work:

General Conditions:

- Supervision
- Temporary Office Trailer
- Temporary toilet and handwashing station
- Temporary phone/ipad
- Temporary power/generators
- Daily pickup
- Misc. Hauling
- Punch list
- Equipment
- Closing documents
- Dumpster (rent and pull)
- Concrete and soil testing

Sitework:

- Strip topsoil (redistrubte on site)
- Borrow fill



- Fine grade at buildings
- Sand under slab
- Pre-treat soil

Section 3A: Excavation

- Turndown at walks
- Continuous footing
- Thicken slab
- Backfill

Section 3B: Forming

- Turndown at walks
- Expansion joint material

Section 3C: Concrete

- Continuous footings
- Thicken slabs
- Fill block below grade
- Pour and trowel finish floor slab
- Cure and seal concrete
- Place rebar and mesh per plans

Section 4: Masonry

Masonry as shown on the plans

Section 6, 8 and 10: Carpentry, Openings and Specialty Items

- Provide and install hollow metal frames, doors and hardware
- Provide and install stainless steel toilet partitions
- Install owner provided toilet accessories
- Provide and install ID signs
- Frame roof
- Frame ceilings

- Frame and construct vanities
- Provide and erect trusses

Section 7: Thermal and Moisture Protection

- 10 mil stego and tape under slabs
- Visqueen to cover
- Caulk sawcut joints
- Provide and install standing seam roof as shown on plans
- Provide and install insulation as shown on the plans

Section 15-16: Mechanical, Plumbing and Electrical

- Mechanical as shown on the plans
- Plumbing as shown on the plans
- Electrical as shown on the plans
- Utilities as shown on the plans

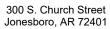
We appreciate the opportunity to submit this bid.

Sincerely,

Ramsons Inc.

Scott McDaniel

Estimator and Project Coordinator





Legislation Details (With Text)

File #: RES-20:236 Version: 1 Name:

Type: Resolution Status: To Be Introduced

File created: 11/24/2020 In control: Public Works Council Committee

On agenda: Final action:

Title: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT

THE DONATION OF PROPERTY LOCATED AT LOT 7 OF SYLVAN HILLS ESTATES 2ND ADDITION

FROM THE FRIERSON CORPORATION

Sponsors: Mayor's Office

Indexes:

Code sections:

Attachments: Frierson Land Donation Map

Frierson Land Donation Documents

Date Ver. Action By Action Result

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE DONATION OF PROPERTY LOCATED AT LOT 7 OF SYLVAN HILLS ESTATES $2^{\rm ND}$ ADDITION FROM THE FRIERSON CORPORATION

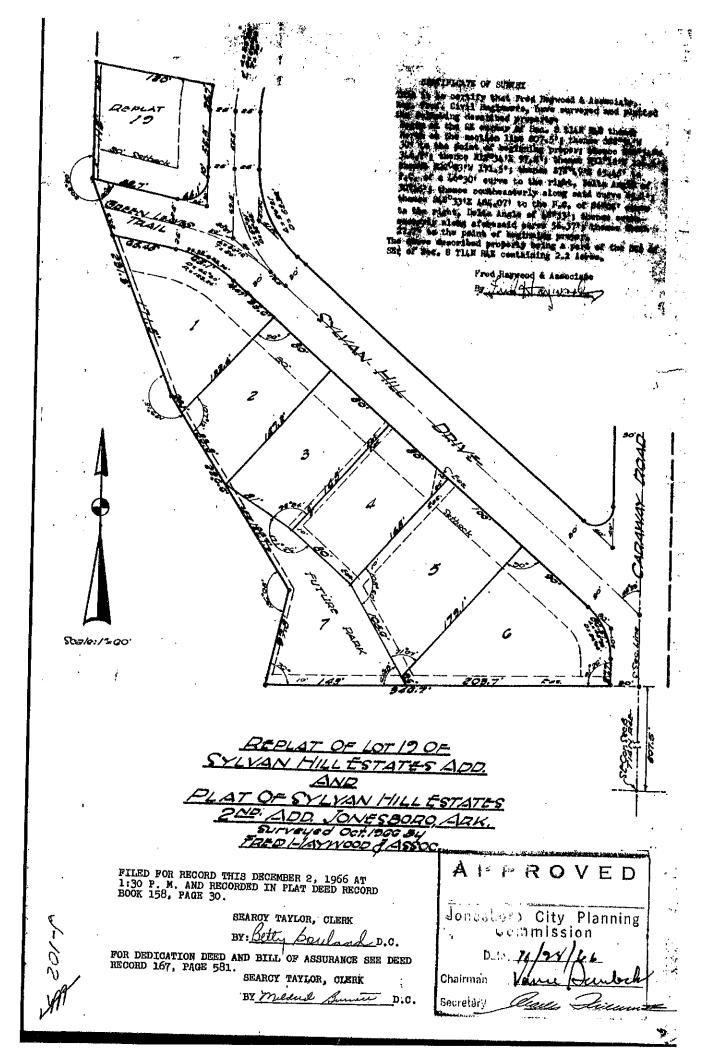
WHEREAS, the Frierson Corporation has offered a donation of property located at Lot 7 of Sylvan Hills Estates 2nd Addition to the City of Jonesboro.

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

SECTION 1: The City of Jonesboro, Arkansas shall accept the donation of property located at Lot 7 of Sylvan Hills Estates 2nd Addition by the Frierson Corporation.

SECTION 2: A copy of the Warranty Deed and a resolution of the Board of the Corporation is attached hereto.

SECTION 3: The Mayor and City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this donation.



THIS INSTRUMENT PREPARED BY: CHARLES FRIERSON, III, ATTORNEY 600 S MAIN JONESBORO, AR 72401

WARRANTY DEED CORPORATION

KNOW ALL MEN BY THESE PRESENTS:

THAT Frierson Corporation, by its designated officer, duly authorized by proper resolution of its Board of Directors, for and in consideration as a donation gift without compensation, does hereby grant, bargain, sell and convey unto the City of Jonesboro, Arkansas, Grantee, and to its successors and assigns forever, the following described land situated in the City of Jonesboro, County of Craighead, Arkansas, to wit:

Lot 7 of Sylvan Hills Estates 2nd Addition to the City of Jonesboro, Arkansas, as shown by plat in Deed Record 158, Page 30, being subject to easements as shown on the recorded plat.

Subject to assessments, building lines, easements, mineral reservations, and/or conveyances, restrictions, and any other matters of record.

TO HAVE AND TO HOLD the same unto the Grantee and unto its successors and assigns forever, with all appurtenances thereunto belonging.

And Frierson Corporation hereby covenants with said Grantee that it will forever warrant and defend the title to said land against all claims whatsoever.

IN TESTIMONY WHEREOF, the name of the Grantor is hereunto affixed by its designated officer this 23rd day of October, 2020.

Frierson Corporation

Charles Frierson, President/Chairman of the Board

I CERTIFY UNDER PENALTY OF FALSE SWEARING THAT AT LEAST TH LEGALLY CORRECT AMOUNT OF DOCUMENTARY STAMPS HAVE BEEN PLACED ON THIS INSTRUMENT.

GRANTEE OR AGENT

GRANTEE'S ADDRESS

CORPORATE ACKNOWLEDGEMENT

State of Arkansas County of Craighead

BE IT REMEMBERED that on this day came before me the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the State and County, in person the within named Charles Frierson, to me personally well known, who stated that he is the President/Chairman of the Board of Frierson Corporation, and is duly authorized in this capacity as sole stockholder and chairman of the board, to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he had signed said foregoing instrument for the consideration and purposes therein set forth.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal this 23rd day of October, 2020.

OFFICIAL SEAL - #12705385

JSBAKER

NOTARY PUBLIC-ARKANSAS CRAIGHEAD COUNTY MY COMMISSION EXPIRES: 08-22-28 Netary Public

RESOLUTION

WHEREAS, Frierson Corporation's sole stockholder is the undersigned, Charles Frierson, who currently serves as President/Chairman of the Board, with no other officers, and the Corporation is the owner of the following real estate in the City of Jonesboro, Arkansas:

Lot 7 of Sylvan Hills Estates 2nd Addition to the City of Jonesboro, Arkansas, as shown by plat in Deed Record 158, Page 30, being subject to easements as shown on the recorded plat.

- (1) That the Corporation agrees to transfer title to this property to the City of Jonesboro, Arkansas for no monetary consideration, the only consideration being for the use and benefit of the City.
- (2) The undersigned, as President and sole officer of the Corporation is hereby authorized to sign for the Corporation the required deed of conveyance, and all documents necessary to accomplish the transfer of title.
- (3) As stated the sole officer is Charles Frierson, 600 South Main St., Jonesboro, AR 72401.

ADOPTED this 9th day of October, 2020.

Charles Frierson

President and Chairman of the Board.