



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Public Works Council Committee

Tuesday, January 4, 2022

5:00 PM

Municipal Center, 300 S. Church

Election of a Chair

1. Call To Order

2. Roll Call by City Clerk April Leggett

3. Approval of minutes

[MIN-21:109](#) Minutes for the Public Works Committee meeting on December 7, 2021

Attachments: [Minutes](#)

4. New Business

RESOLUTIONS TO BE INTRODUCED

[RES-21:294](#) 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

Attachments: [2022 Agreement](#)

[RES-21:298](#) A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS

Sponsors: Engineering

Attachments: [Offer and Acceptance - 403 S Gee Street](#)

[RES-21:299](#) A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 220 S PATRICK STREET FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

Sponsors: Engineering

Attachments: [Offer and Acceptance - 220 S Patrick Street](#)

[RES-21:300](#) A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT

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

Sponsors: Engineering

5. Pending Items

RES-21:287

A RESOLUTION TO THE CITY OF JONESBORO TO ENTER INTO AN INDEMNIFICATION AGREEMENT WITH PHYSICS CAPITAL PARTNERS, LLC.

Sponsors: Engineering

Attachments: [Olympus Const. 20211228_065331](#)

Legislative History

12/7/21	Public Works Council Committee	Postponed Temporarily
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6. Other Business

7. Public Comments

8. Adjournment



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: MIN-21:109

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Public Works Council Committee

File Type: Minutes

Minutes for the Public Works Committee meeting on December 7, 2021



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Public Works Council Committee

Tuesday, December 7, 2021

5:00 PM

Municipal Center, 300 S. Church

1. Call To Order

2. Roll Call by City Clerk April Leggett

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

3. Approval of minutes

[MIN-21:097](#)

Minutes for the Public Works Committee meeting on November 02, 2021

Attachments: [Minutes](#)

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

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

4. New Business

RESOLUTIONS TO BE INTRODUCED

[RES-21:280](#)

A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 617 AND 621 CREATH AVENUE FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

Sponsors: Engineering

Attachments: [Offer and Acceptance - 617 and 621 Creath Avenue](#)

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

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

[RES-21:281](#)

A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 1005 CREATH AVENUE FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

Sponsors: Engineering

Attachments: [Offer and Acceptance - 1005 Creath Avenue](#)

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

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

[RES-21:282](#)

A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 1099 CREATH AVENUE FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

Sponsors: Engineering

Attachments: [Offer and Acceptance - 1099 Creath Avenue](#)

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

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

[RES-21:283](#)

A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 1007 CREATH AVENUE FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

Sponsors: Engineering

Attachments: [Offer and Acceptance - 1007 Creath Avenue](#)

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

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

[RES-21:287](#)

A RESOLUTION TO THE CITY OF JONESBORO TO ENTER INTO AN INDEMNIFICATION AGREEMENT WITH PHYSICS CAPITAL PARTNERS, LLC.

Sponsors: Engineering

Attachments: [Indemnification Agreement - 314 South Main Street](#)

City Attorney Carol Duncan said, "Craig can correct me, I think this resolution was supposed to say erect a balcony in the right-of-way oppose to signage."

Councilmember Chris Moore said, "That was my understanding also, from the owner, that their requesting." City Attorney Carol Duncan said, "That's what their agreement says so I don't know how we missed that on the resolution but if you could entertain a

motion that everywhere it says signage it needs to say construct a balcony in the right-of-way." Councilmember Mitch Johnson asked, "Is it 315 or 314?"

Councilmember Chris Moore said, "That was my next question because I had talked to the building owner and I thought the address was 314 but I could be wrong, but I definitely know that it's a balcony and not signage." City Attorney Carol Duncan said,

"It is a balcony." Chairman John Street said, "When I looked it up 314 is what it looked like but I didn't know either." Councilmember Mitch Johnson said, "Well it says it here on the attachment that it's 314 but I noticed when you read the body it said 315." Chairman John Street asked, "Do you know Craig?" Director of Engineering, Craig Light approached the podium, "I would assume the agreement is correct. I'm not sure how the changes got made to the resolution but I would say it would be 314." Chairman John Street said, "Ok so we need a motion to amend resolution 21:287 to change 315 to 314 South Main Street and to change were it says sign." City Attorney Carol Duncan said, "Any reference to a signage to a balcony being constructed in the right-of-way." All voted Aye on the motion to amend resolution 21:287.

City Clerk April Leggett said, "I have a question. Was that just the amendment that you voted on?" Chairman John Street said, "I'm sorry that was the amendment."

Councilmember Chris Moore said, "I would like to ask a question about that. Just from a legal stand point and a practical stand point could you tell me how that's going to work if we need to replace the sidewalk or we need to do some kind of construction down there?" City Attorney Carol Duncan said, "It's sort of the same way as the one we approved for Jonesboro High School for the bleachers and the one we approved in the past for one of the church's signage out by the roadway. They understand, and it's in the indemnification, that number one, we're not responsible if anybody is hurt with it but number two, we can remove and they will not receive any compensation for that should it need to be removed because we need to do something in our right-of-way." Councilmember Chris Moore said, "I read the agreement and the only change that I think we could probably consider, if we need it removed we should require them to pay the cost and that agreement doesn't say that. The agreement says we can remove it if we wish but I think we need to change that agreement to reflect we can remove it at their expense cause their constructing something in our right-of-way and if we have to have it removed why should we have to pay." City Attorney Carol Duncan said, "I don't know that we did that with any of the others but that would just require you not forwarding it to full council for them to go back to them to get a new agreement." Councilmember Chris Moore said, "I just don't think it should have to be the cities responsibility to have to come in there and tear down a balcony at our own expense." City Attorney Carol Duncan said, "I didn't negotiate the contract but what you would need to do then is not forward it to full council." Chairman John Street said, "Chris has a good point it would be like fences in a right-of-way and we have to do something the property owner would be required to remove the fence." Councilmember Chris Moore said, "I mean I'm all about letting them build the balcony over the sidewalk." Chairman John Street said, "Carol made a good suggestion." Councilmember Chris Moore said, "I'll make a motion we postpone temporary so it can be corrected but I would just add that that be added to the agreement, at their expense not the cities expense."

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

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

5. Pending Items

6. Other Business

7. Public Comments

8. Adjournment

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

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



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-21:294

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Public Works Council Committee

File Type: Resolution

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;

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

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.



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Lower Mississippi-Gulf Water Science Center
640 Grassmere Park, Suite 100
Nashville, TN 37211

December 3, 2021

Mr. Harold Copenhaver
Mayor
City of Jonesboro
300 S Church Street
Jonesboro, AR 72401

Dear Mr. Copenhaver:

Enclosed are two signed originals of our standard joint-funding agreement between City of Jonesboro and the U.S. Geological Survey for operation and maintenance of the two streamgages, Whiteman's Creek at Industrial Drive and Lost Creek at Floyd Street in Jonesboro, during the period January 1, 2022 through December 31, 2022, in the amount of \$30,000 from your agency. Please sign and return one fully-executed original to My-Chae' May, Budget Analyst at **3535 S. Sherwood Forest Blvd., Suite 120, Baton Rouge, LA 70816**.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **January 1, 2022**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Drew Westerman by phone number (501) 228-3643 or email dawester@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed **quarterly** via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact My-Chae May at phone number (225) 298-5481 or email at mjmay@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Rodney R. Knight
Director, LMG Water Science Center

Enclosure
22MLJFAARDA156 (2)

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the January 1, 2022, 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 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, 2022 to December 31, 2022
- (b) \$30,000 by the party of the second part during the period January 1, 2022 to December 31, 2022
- (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>).

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

Customer #: 600000783
Agreement #: 22MLJFAARDA156
Project #:
TIN #: 71-6013749

9. Billing for this agreement will be rendered quarterly. 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.

USGS Technical Point of Contact

Name: Drew Westerman
Hydrologist
Address: 401 Hardin Road
Little Rock, AR 72211
Telephone: (501) 516-6399
Fax: (501) 228-3601
Email: dawester@usgs.gov

Customer Technical Point of Contact

Name: Harold Copenhaver
Mayor
Address: 300 S Church Street
Jonesboro, AR 72401
Telephone: (870) 932-1052
Fax:
Email:

USGS Billing Point of Contact

Name: My-Chae May
Administrative Specialist
Address: 3535 South Sherwood Forest Blvd.
Baton Rouge, LA 70816
Telephone: (225) 298-5481
Fax:
Email: mjmay@usgs.gov

Customer Billing Point of Contact

Name: Tracey Cooper
Address: 300 S Church Street
Jonesboro, AR. 72401
Telephone: (870) 932-2438
Fax:
Email:

U.S. Geological Survey
United States
Department of Interior

City of Jonesboro

Signature

Signatures

By Rodney R. Knight Date: December 3, 2021
Name: Rodney R. Knight
Title: Director, LMG Water Science Center

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

AD: SDW



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-21:298

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Public Works Council Committee

File Type: Resolution

A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 403 S GEE STREET FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

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

A PART OF LOTS 1, 2, 3, 4, AND 5 IN BLOCK "4" OF WILSON'S SECOND ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK "4" OF WILSON'S SECOND ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 89°27'00" WEST, ALONG THE SOUTH LINE OF SAID BLOCK "4", 112.81 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE LEAVING SAID SOUTH LINE, ALONG SAID CURVE TO THE LEFT WITH A RADIUS OF 115.00 FEET, A CENTRAL ANGLE OF 88°53'47", 178.43 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK "4" THAT BEARS NORTH 45°00'06" EAST, 161.06 FEET FROM THE LAST SAID POINT; THENCE SOUTH 00°33'13" WEST, ALONG SAID EAST LINE, 112.81 FEET TO THE POINT OF BEGINNING, CONTAINING 2,713 SQUARE FEET, MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

WHEREAS, an Offer has been made and accepted to the sell the above described property for the price of \$16,000.00.

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

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

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

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

effectuate this transaction.

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

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

2. **PROPERTY DESCRIPTION:**

A PART OF LOTS 1, 2, 3, 4, AND 5 IN BLOCK "4" OF WILSON'S SECOND ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK "4" OF WILSON'S SECOND ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 89°27'00" WEST, ALONG THE SOUTH LINE OF SAID BLOCK "4", 112.81 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE LEAVING SAID SOUTH LINE, ALONG SAID CURVE TO THE LEFT WITH A RADIUS OF 115.00 FEET, A CENTRAL ANGLE OF 88°53'47", 178.43 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK "4" THAT BEARS NORTH 45°00'06" EAST, 161.06 FEET FROM THE LAST SAID POINT; THENCE SOUTH 00°33'13" WEST, ALONG SAID EAST LINE, 112.81 FEET TO THE POINT OF BEGINNING, CONTAINING 2,713 SQUARE FEET, MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

3. **PURCHASE PRICE:** The Buyers will pay as total purchase price for said property, the sum of sixteen thousand dollars (**\$16,000.00**).

4. **CONVEYANCE:** Conveyance shall be made to Buyers or as directed by Buyers, by Dedication 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. **PRO-RATIONS:** Taxes and special assessments, and allowable expenses due on or before closing shall be paid at closing from the proceeds of the sale.

6. **CLOSING:** The closing date will be immediate upon receipt of purchase price.

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

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

BUYER

CITY OF JONESBORO
CRAIGHEAD COUNTY, AR

Name: _____

Title: _____ Mayor _____

Date: _____

ATTEST

City Clerk

SELLER

Sairam, LLC

Title: Member

Printed Name: Anil Naran

Signature: [Signature]

Date: 12/13/21



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-21:299

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Public Works Council Committee

File Type: Resolution

A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 220 S PATRICK STREET FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

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

PART OF LOT 21 OF THE COBB SURVEY OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 04E, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 21 OF THE COBB SURVEY OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 04E, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 00°56'12" WEST, ALONG THE WEST LINE OF SAID LOT 21, 1.48 FEET; THENCE NORTH 85°48'28" EAST, LEAVING SAID WEST LINE, 154.32 FEET; THENCE SOUTH 89°51'23" EAST, 3.99 FEET; THENCE SOUTH 00°08'21" EAST, 11.81 FEET TO THE SOUTH LINE OF SAID LOT 21; THENCE SOUTH 89°39'39" WEST, ALONG SAID SOUTH LINE, 157.91 FEET TO THE POINT OF BEGINNING, CONTAINING 1,073 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

WHEREAS, an Offer has been made and accepted to the sell the above described property for the price of \$3,219.00.

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

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

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

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

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

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

2. **PROPERTY DESCRIPTION: (220 S PATRICK STREET)**

PART OF LOT 21 OF THE COBB SURVEY OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 04E, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 21 OF THE COBB SURVEY OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 04E, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 00°56'12" WEST, ALONG THE WEST LINE OF SAID LOT 21, 1.48 FEET; THENCE NORTH 85°48'28" EAST, LEAVING SAID WEST LINE, 154.32 FEET; THENCE SOUTH 89°51'23" EAST, 3.99 FEET; THENCE SOUTH 00°08'21" EAST, 11.81 FEET TO THE SOUTH LINE OF SAID LOT 21; THENCE SOUTH 89°39'39" WEST, ALONG SAID SOUTH LINE, 157.91 FEET TO THE POINT OF BEGINNING, CONTAINING 1,073 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

3. **PURCHASE PRICE:** The Buyers will pay as total purchase price for said property, the sum of three thousand two hundred nineteen dollars **(\$3,219.00)**.

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

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

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

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

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

BUYER

CITY OF JONESBORO
CRAIGHEAD COUNTY, AR

Name: _____

Title: _____ Mayor _____

Date: _____

ATTEST

City Clerk

SELLER

Name: 

Date: 12-13-21

Name: _____

Date: _____



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-21:300

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Public Works Council Committee

File Type: Resolution

A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 804 CREATH AVENUE FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

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

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

BEGINNING AT THE SOUTHWEST CORNER OF LOT 11, BLOCK 2 OF MATTHEWS ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 00°23'38" WEST, ALONG THE WEST LINE OF SAID LOT 11, 10.61 FEET; THENCE NORTH 89°13'05" EAST, LEAVING SAID WEST LINE, 6.25 FEET; THENCE SOUTH 00°32'30" EAST, 7.04 FEET; THENCE NORTH 89°27'16" EAST, 63.74 FEET; THENCE SOUTH 00°27'27" EAST, 3.63 FEET TO THE SOUTH LINE OF SAID LOT 11; THENCE SOUTH 89°28'35" WEST, ALONG SAID SOUTH LINE, 70.00 FEET TO THE POINT OF BEGINNING, CONTAINING 297 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

WHEREAS, an Offer has been made and accepted to the sell the above described property for the price of \$891.00.

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

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

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

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



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-21:287

Agenda Date: 1/4/2022

Version: 1

Status: In Committee

In Control: Public Works Council Committee

File Type: Resolution

A RESOLUTION TO THE CITY OF JONESBORO TO ENTER INTO AN INDEMNIFICATION AGREEMENT WITH PHYSICS CAPITAL PARTNERS, LLC.

WHEREAS, Physics Capital Partners, LLC. wishes to install signage in the City right of way.

WHEREAS, the City of Jonesboro wishes to enter into an agreement with Physics Capital Partners, LLC. to indemnify the City of Jonesboro from and against any and all claims against the City of Jonesboro for any damages as a result of the installation of signage in the City right of way at 315 South Main Street.

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

Section 1. The City of Jonesboro shall enter into an agreement with Physics Capital Partners, LLC. to indemnify the City of Jonesboro from and against any claims against the City of Jonesboro for any damages resulting from the signage being placed in the City right of way on South Main Street.

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.

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

Indemnification Agreement

Now comes Physics Capital Partners, LLC., through its Owners, Mark Deweese who appears herein to indemnify the City of Jonesboro from and against any and all claims against the City of Jonesboro from any damages resulting from a balcony being placed in the City right of way on South Main Street with the following property description:

314 Main Unit "C" of 314 & 316 South Main Horizontal Property Regime Replat of Lots 35 and 34, Block 16, Cate's Subdivision of Flint's Addition, Jonesboro, Arkansas, as shown by Master Deed recorded in Document #2018R-010691 at Jonesboro, Arkansas, subject to By-Laws recorded in Document #2018R-010692 at Jonesboro, AR

The balcony installed herein shall be owned and maintained by Physics Capital Partners, LLC., and any subsequent owners until such time that the improvements are not longer needed and have been permanently removed to the City of Jonesboro's satisfaction.

The City of Jonesboro may remove, at the Owner's expense, the improvements at any time if said improvements are not being adequately maintained, or at any other time it is determined to be necessary, and Physics Capital Partners, LLC. and/or any subsequent property owner shall received no compensation for such removal.

The City of Jonesboro shall not be responsible for the improvements or any damages to the improvements caused by itself or any third party. Physics Capital Partners, LLC. and/or any subsequent property owner shall be solely responsible for the improvements and any damage to such improvements.



Mark Deweese
Owner
Physics Capital Partners, LLC.

Sworn to and subscribed before me on this 27th day of December 2021.



Notary Public

Harold Copenhaver
Mayor

Attested by:

April Leggett
City Clerk

