



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Public Works Council Committee

Tuesday, March 3, 2015

5:00 PM

Municipal Center

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

3. Approval of minutes

[MIN-15:018](#) Minutes for the Public Works Committee meeting on February 3, 2015

Attachments: [Minutes](#)

4. New Business

Ordinances To Be Introduced

[ORD-15:006](#) AN ORDINANCE AMENDING CHAPTER 112 OF THE JONESBORO MUNICIPAL CODE

Sponsors: Engineering

Attachments: [Maintenance Assurance](#)

Resolutions To Be Introduced

[RES-15:007](#) A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR MAUDE BOYD MINOR PLAT, A COMMERCIAL DEVELOPMENT

Sponsors: Engineering and Planning

Attachments: [Maintenance Agreement](#)

[Plat](#)

5. Pending Items

6. Other Business

7. Public Comments

8. Adjournment



Legislation Details (With Text)

File #: MIN-15:018 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 2/11/2015 **In control:** Public Works Council Committee
On agenda: **Final action:**
Title: Minutes for the Public Works Committee meeting on February 3, 2015
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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Minutes for the Public Works Committee meeting on February 3, 2015



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Public Works Council Committee

Tuesday, February 3, 2015

5:00 PM

Municipal Center

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

Mayor Perrin was also present.

Present 6 - Gene Vance; Chris Moore; John Street; Darrel Dover; Charles Coleman and Ann Williams

Absent 1 - Mitch Johnson

3. Approval of minutes

MIN-15:003

Minutes for the Public Works Committee meeting on January 6, 2015

Attachments: [Minutes](#)

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

Aye: 5 - Gene Vance; Chris Moore; Darrel Dover; Charles Coleman and Ann Williams

Absent: 1 - Mitch Johnson

4. New Business

Resolutions To Be Introduced

RES-15:006

A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR SON-TINA BROWN'S LANE MINOR PLAT, A COMMERCIAL DEVELOPMENT

Sponsors: Engineering and Planning

Attachments: [Maintenance Agreement](#)
[Plat](#)

Chairman Street noted it has been requested that the item be walked on to the City Council meeting tonight due to two previous holdups.

Councilman Dover asked if this is a standard maintenance agreement. City Engineer Craig Light answered yes.

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: 5 - Gene Vance;Chris Moore;Darrel Dover;Charles Coleman and Ann Williams

Absent: 1 - Mitch Johnson

5. Pending Items

6. Other Business

7. Public Comments

8. Adjournment

A motion was made by Councilman Darrel Dover, seconded by Councilman Chris Moore, that this meeting be Adjourned . The motion PASSED with the following vote:

Aye: 5 - Gene Vance;Chris Moore;Darrel Dover;Charles Coleman and Ann Williams

Absent: 1 - Mitch Johnson



Legislation Details (With Text)

File #: ORD-15:006 **Version:** 1 **Name:** Amend Chapter 112 of the Code of Ordinances regarding maintenance assurances
Type: Ordinance **Status:** To Be Introduced
File created: 2/2/2015 **In control:** Public Works Council Committee
On agenda: **Final action:**
Title: AN ORDINANCE AMENDING CHAPTER 112 OF THE JONESBORO MUNICIPAL CODE
Sponsors: Engineering
Indexes: Code of Ordinances amendment
Code sections: Chapter 112 - Stormwater Management
Attachments: [Maintenance Assurance](#)

Date	Ver.	Action By	Action	Result
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AN ORDINANCE AMENDING CHAPTER 112 OF THE JONESBORO MUNICIPAL CODE
WHEREAS, the City Council adopted specific Stormwater Regulations on December 18, 2008 (ORD-08:099) which are now codified in Chapter 112 of the Jonesboro Municipal Code;

WHEREAS, Section 112-157 of Chapter 112 as currently written has been found to be burdensome on Developers, City Administrative Staff, and the City Council.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS THAT:

SECTION 1: : Section 112-157 of Chapter 112 of the Jonesboro Municipal Code is hereby amended to read as follows:

Maintenance Assurance

Prior to final acceptance of the development and the recording of the record plat, the Developer or Developers shall acknowledge their perpetual maintenance responsibilities for the stormwater management improvements and drainage easements to be dedicated to the City. This assurance shall be in a form acceptable to the city engineer and the city attorney, and shall be recorded with the Circuit Court Clerk at the same time as the record plat.

SECTION 2: That the provisions of this Ordinance are declared to be severable. In the event any portion or portions may be declared unconstitutional does not render the remaining provisions invalid. Further all Ordinances and parts of Ordinances in conflict herewith are hereby repealed to the extent of said conflict.

**MAINTENANCE ASSURANCE
FOR STORMWATER MANAGEMENT FACILITIES**

Property Identification

Project Name: _____
Project Address: _____
Owner(s): _____
Owner Address: _____
City: _____ **State:** _____ **Zip Code:** _____

In accordance with Section 112-157 of the Jonesboro Municipal Code, this assurance is made to the City of Jonesboro, an Arkansas Municipal Corporation, hereinafter called the City on ___ day of _____, 20___, by _____, 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 or easement (the "Plat" or "Easement") for _____ as recorded in the records of Craighead County, Arkansas.

WHEREAS, 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 property owners' association or homeowners' association in perpetuity.

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.

NOW, THEREFORE, in consideration of the foregoing premises, the, the Developer agrees 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 in perpetuity.
3. 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



Legislation Details (With Text)

File #:	RES-15:007	Version:	1	Name:	Maintenance agreement for stormwater facilities for Maude Boyd Minor Plat
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	1/29/2015	In control:		In control:	Public Works Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR MAUDE BOYD MINOR PLAT, A COMMERCIAL DEVELOPMENT				
Sponsors:	Engineering, Planning				
Indexes:	Contract				
Code sections:					
Attachments:	Maintenance Agreement Plat				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR MAUDE BOYD MINOR PLAT, A COMMERCIAL 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, Ms. Maude Boyd has submitted a Maintenance Agreement for Stormwater Management Facilities for Maude Boyd Minor Plat;

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 Ms. Maude Boyd for Maude Boyd Minor Plat 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
MAUDE BOYD MINOR PLAT - PAGE 1 OF 4**

Property Identification

Project Name: Maude Boyd Minor Plat
Project Address: Undeveloped Willow Creek Road, Jonesboro, AR 72401
Owner(s): Ms. Maude Boyd
Owner Address: 1400 Redbud Circle
City: Jonesboro State: AR Zip Code: 72401

In accordance with Section 112-157 of the Jonesboro Municipal Code, this agreement is made and entered into this ___ day of _____, 20___, by and between the City of Jonesboro, an Arkansas municipal corporation, hereinafter called the "City" and Ms. Maude Boyd, 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 or easement (the "Plat" or "Easement") for Maude Boyd Minor Plat of Part of Revised Replat of Lot 1 of O.C. Boyd Subdivision of Part of the Southwest Quarter of the Southeast Quarter of Section 27, Township 14 North, Range 4 East, Jonesboro, Arkansas, 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 property owners' association or homeowners' 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:

**MAINTENANCE AGREEMENT
FOR STORMWATER MANAGEMENT FACILITIES
MAUDE BOYD MINOR PLAT - PAGE 2 OF 4**

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, executors, 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.

**MAINTENANCE AGREEMENT
FOR STORMWATER MANAGEMENT FACILITIES
MAUDE BOYD MINOR PLAT - PAGE 3 OF 4**

Owner/Agent: Ms. Maude Boyd
Printed Name

Maude Boyd
Signature

1/27/15
Date

**MAINTENANCE AGREEMENT
FOR STORMWATER MANAGEMENT FACILITIES
MAUDE BOYD MINOR PLAT - PAGE 4 OF 4**

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day before me, the undersigned officer, personally appeared Ms. Maude Boyd, to me well known to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had executed the same for the purposes therein stated and set forth.

WITNESS my hand and seal this 27th day of January, 2015.

JANETTE HENDRIX
Notary Public (Printed Name)

JANETTE HENDRIX
Notary Public (Signature)



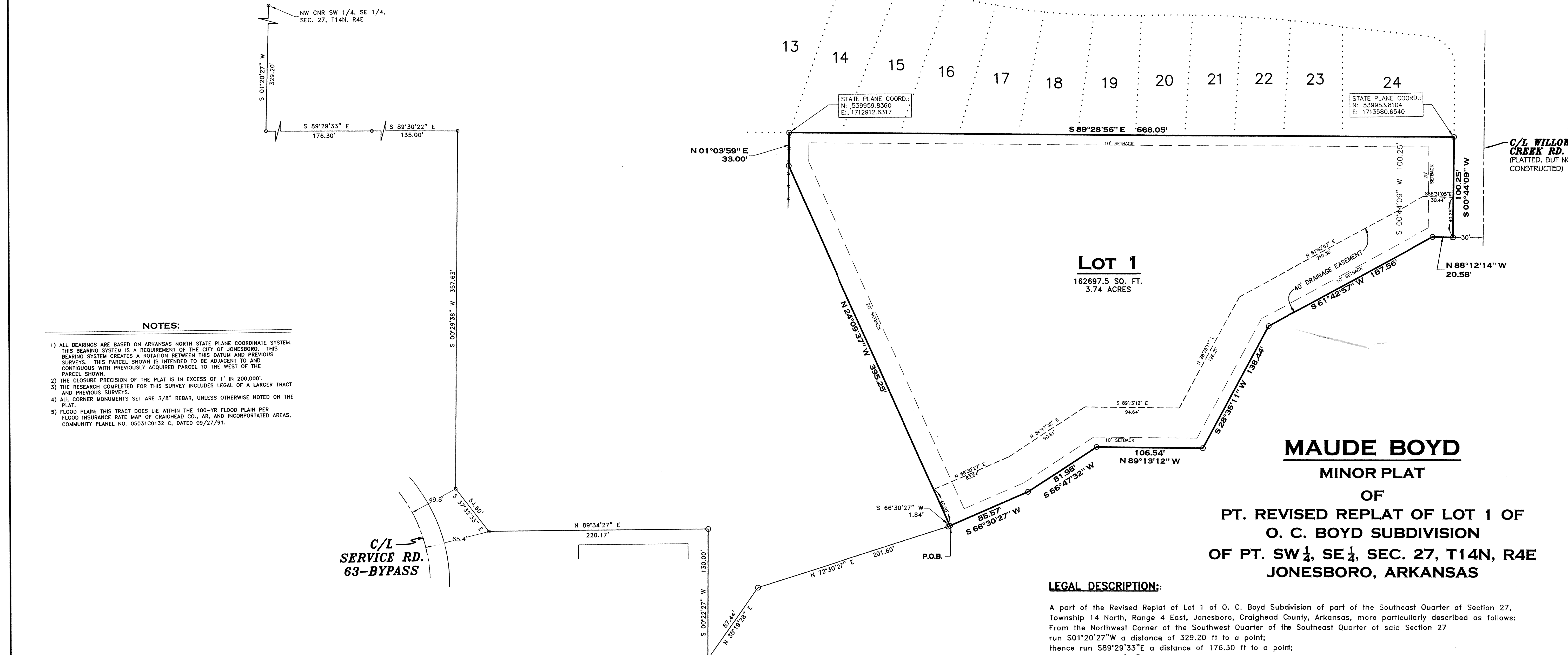
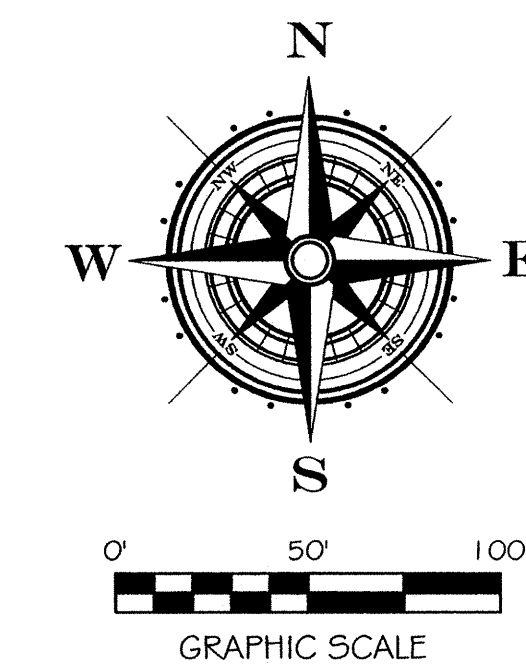
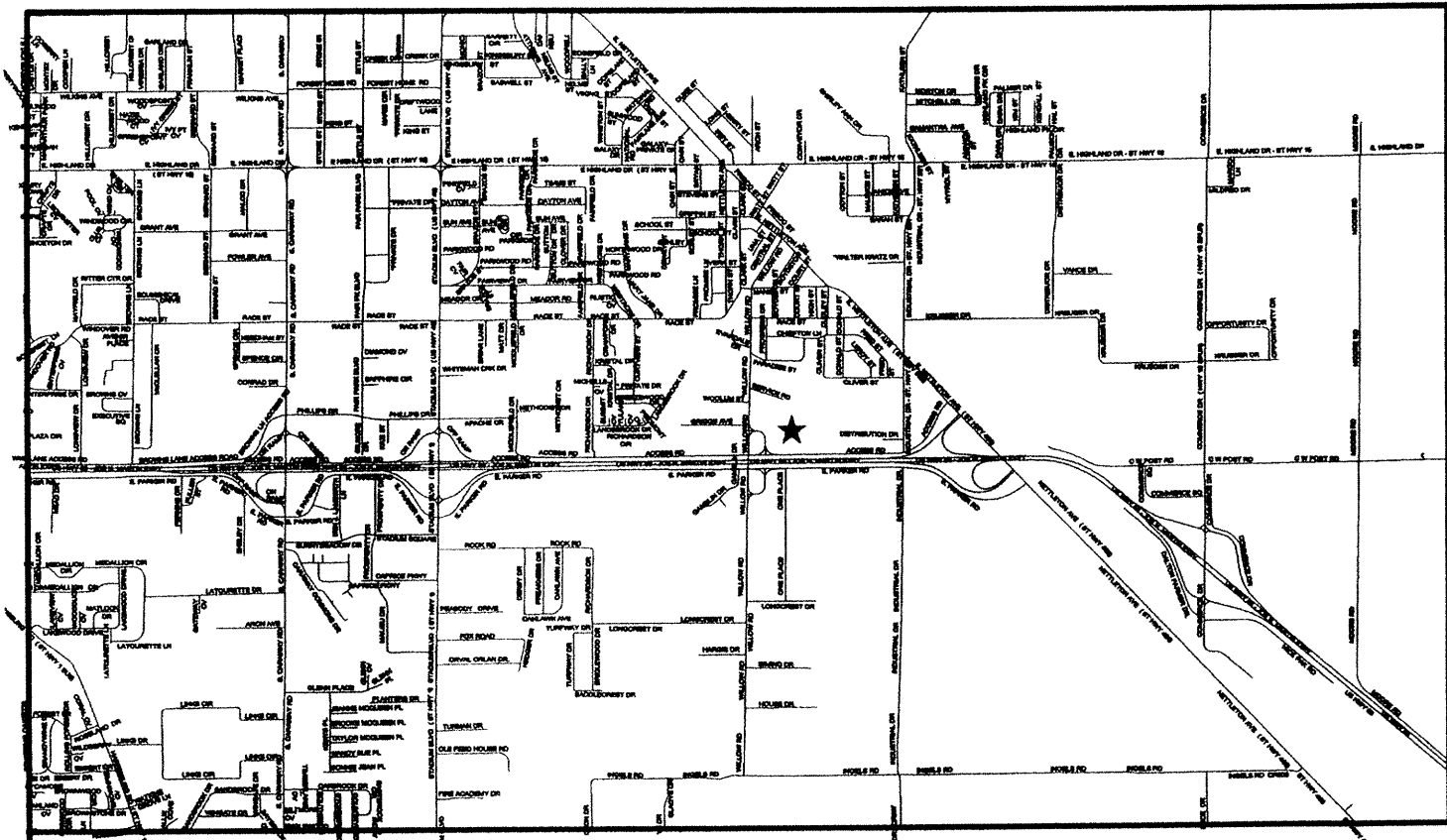
Accepted by:

Mayor

Date

City Clerk

Date



NOTES:

- 1) ALL BEARINGS ARE BASED ON ARKANSAS NORTH STATE PLANE COORDINATE SYSTEM. THIS BEARING SYSTEM IS A REQUIREMENT OF THE CITY OF JONESBORO. THIS BEARING SYSTEM CREATES A ROTATION BETWEEN THIS DATUM AND PREVIOUS SURVEYS. THIS PARCEL SHOWN IS INTENDED TO BE ADJACENT TO AND CONTIGUOUS WITH PREVIOUSLY ACQUIRED PARCEL TO THE WEST OF THE PARCEL SHOWN.
- 2) THE CLOSURE PRECISION OF THE PLAT IS IN EXCESS OF 1" IN 200,000'.
- 3) THE RESEARCH COMPLETED FOR THIS SURVEY INCLUDES LEGAL OF A LARGER TRACT AND PREVIOUS SURVEYS.
- 4) ALL CORNER MONUMENTS SET ARE 3/8" REBAR, UNLESS OTHERWISE NOTED ON THE PLAT.
- 5) FLOOD PLAIN: THIS TRACT DOES LIE WITHIN THE 100-YR FLOOD PLAIN PER FLOOD INSURANCE RATE MAP OF CRAIGHEAD CO., AR, AND INCORPORATED AREAS. COMMUNITY PLANEL NO. 0503100132 C. DATED 09/27/91.

CERTIFICATE OF OWNERSHIP:

We hereby certify that we are the owners of the property shown and described hereon, that we adopt the plan of subdivision and dedicate perpetual use of all streets and easements as noted.

Maude Boyd
Maude Boyd, Owner

CERTIFICATE OF SURVEY:

To all parties interested in Title to these premises: I hereby certify that I have prior to this day made a survey of the above described property as shown on the Plat of Survey hereon. The property lines and corner monuments, to the best of my knowledge and ability, are correctly established; the improvements are as shown on the Plat of Survey. Encroachments, if any, as disclosed by Survey, are shown hereon.

City of Jonesboro	DATE: 1/29/15
FILE # MP15-09	
CITY PLANNER	
CITY ENGINEER	
CITY SURVEYOR	
CITY WATER & LIGHT	

LEGAL DESCRIPTION:

A part of the Revised Replat of Lot 1 of O. C. Boyd Subdivision of part of the Southeast Quarter of Section 27, Township 14 North, Range 4 East, Jonesboro, Craighead County, Arkansas, more particularly described as follows: From the Northwest Corner of the Southwest Quarter of the Southeast Quarter of said Section 27 run S01°20'27"W a distance of 329.20 ft to a point; thence run S89°29'33"E a distance of 176.30 ft to a point; thence run S89°30'22"E a distance of 135.00 ft to a point; thence run S00°29'38"W a distance of 357.63 ft. to a point on the right of way line of service road for U.S. Highway 63; thence S37°32'33"E along said right of way line, a distance of 54.60 ft. to a point; thence leaving said right of way line, run N89°34'27"E a distance of 220.17 ft. to a point; thence S00°22'27"W a distance of 130.00 ft. to a point; thence N35°19'28"E along a centerline of a ditch, a distance of 87.44 ft. to a point; thence N72°30'27"E along a centerline of a ditch, a distance of 201.60 ft. to a point; thence N66°30'27"E along a centerline of a ditch, a distance of 1.84 ft. to a point, said point being the POINT OF BEGINNING; thence N24°09'37"W a distance of 395.25 ft to a point; thence N01°03'59"E a distance of 33.00 ft. to a point; thence S89°28'56"E a distance of 668.05 ft. to a point on the West right of way line of Willow Creek Road; thence S00°44'09"W along said West right of way line 100.25 ft. to a point along the centerline of an existing ditch; thence along said ditch run the following courses and distances: N88°12'14"W a distance of 20.58 ft. to a point, S61°42'57"W a distance of 187.56 ft. to a point, S28°35'11"W a distance of 138.44 ft. to a point, N89°13'12"W a distance of 106.54 ft. to a point, S56°47'32"W a distance of 81.98 ft. to a point, S66°30'27"W a distance of 85.57 ft. to a point, said point being the Point of Beginning, containing 3.74 acres.

Job No. 110026	Scale 1"=50'	Section 27	Township 14N	Range 04E	Checked by: GH	Sheet No. 1 of 1
CRAIGHEAD COUNTY				CRAIGHEAD		
DRAWN BY: RE				CHECKED BY: GH		
REPLAT OF PART OF O. C. BOYD SUBD. FOR MAUDE BOYD						
JOB NO.: 110026 SHEET NUMBER 1 of 1						