



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Meeting Agenda Public Works Council Committee

Tuesday, March 5, 2013

5:00 PM

Huntington Building

1. Call To Order

2. Approval of minutes

[MIN-13:011](#) Minutes for the Public Works Committee meeting on February 5, 2013

Attachments: [Minutes](#)

[MIN-13:018](#) Minutes for the special called Public Works Committee meeting on February 22, 2013

Attachments: [Minutes](#)

3. New Business

Resolutions To Be Introduced

[RES-13:040](#) A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO CONTRACT WITH HAYWOOD, KENWARD, BARE & ASSOCIATES, INC. TO PROVIDE LAND SURVEY SERVICES FOR THE PLSS REMONUMENTATION PROJECT

Sponsors: Engineering

Attachments: [Contract.pdf](#)

[RES-13:042](#) A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR KERCHEVAL'S KERSEY LANE MINOR PLAT (A RESIDENTIAL DEVELOPMENT)

Sponsors: Engineering

Attachments: [Maintenance Agreement.pdf](#)

4. Pending Items

5. Other Business

6. Public Comments

7. Adjournment



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-13:011 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 2/6/2013 **In control:** Public Works Council Committee
On agenda: **Final action:**
Title: Minutes for the Public Works Committee meeting on February 5, 2013
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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title
Minutes for the Public Works Committee meeting on February 5, 2013



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Meeting Minutes - Draft Public Works Council Committee

Tuesday, February 5, 2013

5:00 PM

Huntington Building

1. Call To Order

Mayor Perrin was also in attendance.

Present 6 - Gene Vance;Chris Moore;John Street;Mitch Johnson;Darrel Dover and Charles Coleman

2. Approval of minutes

MIN-12:104 Minutes for the special called Public Works Committee meeting on December 18, 2012

Attachments: [Minutes](#)

A motion was made by Councilman Chris Moore, seconded by Councilman Mitch Johnson, that this matter be Passed . The motion PASSED by a unanimous vote

Aye: 5 - Gene Vance;Chris Moore;Mitch Johnson;Darrel Dover and Charles Coleman

MIN-13:003 Minutes for the Public Works Committee meeting on January 3, 2013

Attachments: [Minutes](#)

A motion was made by Councilman Chris Moore, seconded by Councilman Mitch Johnson, that this matter be Passed . The motion PASSED by a unanimous vote

Aye: 5 - Gene Vance;Chris Moore;Mitch Johnson;Darrel Dover and Charles Coleman

MIN-13:008 Minutes for the special called Public Works Committee meeting on January 22, 2013

Attachments: [Minutes](#)

A motion was made by Councilman Chris Moore, seconded by Councilman Mitch Johnson, that this matter be Passed . The motion PASSED by a unanimous vote

Aye: 5 - Gene Vance;Chris Moore;Mitch Johnson;Darrel Dover and Charles Coleman

3. New Business

Resolutions To Be Introduced

RES-12:235 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT A MAINTENENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR MHC KENWORTH, A COMMERCIAL DEVELOPMENT

Sponsors: Engineering

Attachments: [Maintenance Agreement - MHC Kenworth](#)

Councilman Vance asked if this property is located off of the bypass. Mayor Perrin answered yes.

Councilman Johnson inquired if this is a standard agreement. Chairman Street answered yes.

Councilman Vance then asked if a detention pond was added. City Engineer Craig Light answered some channeling work was done on the backside of the ditch near the property.

A motion was made by Councilman Mitch Johnson, seconded by Councilman Chris Moore, that this matter be Recommended to Council . The motion PASSED by a unanimous vote

Aye: 5 - Gene Vance;Chris Moore;Mitch Johnson;Darrel Dover and Charles Coleman

RES-13:011 A RESOLUTION REQUESTING FREE UTILITY SERVICE FROM CITY WATER AND LIGHT FOR TRAFFIC SIGNAL

Sponsors: Engineering

Chairman Street explained this project is for the northbound ramp at Highway 1 and the Highway 63 bypass.

A motion was made by Councilman Chris Moore, seconded by Councilman Charles Coleman, that this matter be Recommended to Council . The motion PASSED by a unanimous vote

Aye: 5 - Gene Vance;Chris Moore;Mitch Johnson;Darrel Dover and Charles Coleman

RES-13:012 AN RESOLUTION TO VACATE AND ABANDON FORD AVENUE (A 15' ROAD RIGHT OF WAY), AND DECLARING AN EMERGENCY FOR THE PURPOSE OF PLAT RECORDING, PENDING CONSTRUCTION BY THE AFFECTED PROPERTY OWNER AND PENDING FINANCING

Sponsors: Planning and Engineering

Attachments: [Petition](#)
[Abandonment Plat](#)
[Application](#)
[AdjacentPropertyOwnersConsent](#)
[AdjacentownershipMap](#)
[Utility Letters](#)
[11170-Notice](#)
[11170-Ordinance](#)
[Planning Letter](#)
[Engineering Letter](#)

Chairman Street explained this resolution, RES-13:010 and RES-13:013 need to be placed on tonight's Public Works agenda. Councilman Dover motioned, seconded by Councilman Johnson, that RES-13:010, RES-13:012 and RES-13:013 be placed on tonight's Public Works agenda. All voted aye.

Chairman Street noted this resolution is setting a public hearing for the abandonment.

A motion was made by Councilman Chris Moore, seconded by Councilman Charles Coleman, that this matter be Recommended to Council and the public hearing be held at 5:25 p.m. on February 19, 2013. All voted aye. The motion PASSED by a unanimous vote

Aye: 5 - Gene Vance;Chris Moore;Mitch Johnson;Darrel Dover and Charles Coleman

RES-13:013 A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR MURRAY CREEK COMMONS MINOR PLAT, A COMMERCIAL DEVELOPMENT

Sponsors: Engineering

Attachments: [Maintenance Agreement.pdf](#)

Chairman Street explained this resolution needs to be put on tonight's Council agenda.

Chairman Street then asked what the emergency is for this resolution. Mr. Light explained they are trying to get the electricity hooked up to the building, but they have to have the plat filed before they can do that. He added this property is located west of the new NEA Hospital on Highway 49.

A motion was made by Councilman Gene Vance, seconded by Councilman Darrel Dover, that this matter be Recommended to Council . The motion PASSED by a unanimous vote

Aye: 5 - Gene Vance;Chris Moore;Mitch Johnson;Darrel Dover and Charles Coleman

RES-13:010 A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR HARRISON PARKER ANNEX MINOR PLAT, A COMMERCIAL DEVELOPMENT

Sponsors: Engineering

Attachments: [Maintenance Agreement.pdf](#)

A motion was made by Councilman Gene Vance, seconded by Councilman

Mitch Johnson, that this matter be Recommended to Council . The motion PASSED by a unanimous vote

Aye: 5 - Gene Vance;Chris Moore;Mitch Johnson;Darrel Dover and Charles Coleman

4. Pending Items

5. Other Business

COM-13:003 Harmon Industrial Park

Sponsors: Engineering

Attachments: [Harmon Revised.pdf](#)
[Plats.pdf](#)
[COJ Engineering Mapping.pdf](#)
[Email from Craig Light](#)

Councilman Moore motioned, seconded by Councilman Vance, that the City does not pave the street. All voted aye.

Councilman Moore recommended that the mayor send a letter with the copy of the answers in the email along with the committee's decision to Attorney Skip Mooney. Chairman Street asked if the mayor was ok with that. Mayor Perrin answered yes.

This item was Read.

6. Public Comments

7. Adjournment

A motion was made by Councilman Darrel Dover, seconded by Councilman Gene Vance, that this meeting be Adjourned. The motion CARRIED by a Voice Vote.

Aye: 5 - Gene Vance;Chris Moore;Mitch Johnson;Darrel Dover and Charles Coleman



Legislation Details (With Text)

File #: MIN-13:018 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 2/22/2013 **In control:** Public Works Council Committee
On agenda: **Final action:**
Title: Minutes for the special called Public Works Committee meeting on February 22, 2013
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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title
Minutes for the special called Public Works Committee meeting on February 22, 2013



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Meeting Minutes - Draft Public Works Council Committee

Friday, February 22, 2013

12:00 PM

Huntington Building

Special Called Meeting

1. Call To Order

Mayor Perrin was also in attendance.

Present 4 - Gene Vance; John Street; Darrel Dover and Charles Coleman

Absent 2 - Chris Moore and Mitch Johnson

2. New Business

RES-13:039

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING A CHANGE ORDER WITH OLYMPUS CONSTRUCTION FOR CONSTRUCTION OF SIDEWALKS, DRAINAGE, HANDRAILS, AND OTHER RELATED ITEMS AT THE MERCANTILE CENTER

Sponsors: Finance

Attachments: [AIA Change Order on Feb 12 2013](#)

A motion was made by Councilman Gene Vance, seconded by Councilman Darrel Dover, that this matter be Recommended to Council . The motion PASSED by a unanimous vote

Aye: 3 - Gene Vance; Darrel Dover and Charles Coleman

Absent: 2 - Chris Moore and Mitch Johnson

3. Public Comments

4. Adjournment

A motion was made by Councilman Gene Vance that this meeting be Adjourned. The motion CARRIED by a Voice Vote.

Aye: 3 - Gene Vance; Darrel Dover and Charles Coleman

Absent: 2 - Chris Moore and Mitch Johnson



Legislation Details (With Text)

File #:	RES-13:040	Version:	1	Name:	Contract with HKB for PLSS remonumentation project
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	2/27/2013	In control:		In control:	Public Works Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO CONTRACT WITH HAYWOOD, KENWARD, BARE & ASSOCIATES, INC. TO PROVIDE LAND SURVEY SERVICES FOR THE PLSS REMONUMENTATION PROJECT				
Sponsors:	Engineering				
Indexes:	Contract				
Code sections:					
Attachments:	Contract.pdf				

Date	Ver.	Action By	Action	Result
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Title

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO CONTRACT WITH HAYWOOD, KENWARD, BARE & ASSOCIATES, INC. TO PROVIDE LAND SURVEY SERVICES FOR THE PLSS REMONUMENTATION PROJECT

Body

WHEREAS, the City of Jonesboro has desires to contract to provide land survey services for the PLSS Remonumentation Project;

WHEREAS, the firm selected for the PLSS Remonumentation project is Haywood, Kenward, Bare & Associates, Inc. of Jonesboro, Arkansas;

WHEREAS, Haywood, Kenward, Bare & Associates, Inc. has submitted the attached contract describing land survey services to be provided for the PLSS Remonumentation project; and,

WHEREAS, the funding for the contract shall come from budget amount in the Capital Improvement budget and compensation shall be paid in accordance with the contract documents.

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

Section 1. That the City of Jonesboro shall contract with Haywood, Kenward, Bare & Associates to provide land survey services for the PLSS Remonumentation project;

Section 2. The funding for the contract shall come from budget amount in the 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 all documents necessary to effectuate this agreement.

AGREEMENT

FOR PROFESSIONAL LAND SURVEY SERVICES

THIS CONTRACT, is made and entered into this ___ day of _____, 2013, by and between HAYWOOD, KENWARD, BARE & ASSOCIATES, INC. hereinafter referred to as "Contractor"; and the City of Jonesboro, Arkansas, hereinafter referred to as "Owner";

WHEREAS, the owner wish to engage Contractor in accordance with the terms and conditions herein to provide land surveyor services related to the PLSS REMONUMENTATION PROJECT, hereinafter referred to as "Project"; and

WHEREAS, Contractor desires to perform said services for the Owner in accordance with the terms and conditions provided herein.

NOW, THEREFORE, In consideration of the amounts to be paid to the Contractor for said services and the other conditions, covenants and agreements herein contained, the Contractor and the Owner hereby agree as follows:

1) **BASIC AGREEMENT**

A) PHASE 1 (North, West, and South Line of Township 14 North, Range 3 East)

- a) Provide to the Owner, draft corner certificate documents that list in detail the chronological history of the Standard and Closing Corners along the North, West, and South Lines Township 14N, Range 3 East (66 Corners).
 - (1) *Contractor shall complete service "a" in 14 calendar days upon receiving notice to proceed for a lump sum fee of \$10,794.30.*
- b) Conduct field surveys within Township 14 North, Range 3 East, to locate, measure, and document existing corners and evidence for use in analysis, calculations and final determinations of the above specified Standard and Closing Corners along said North, West, and South lines.
 - (1) *Contractor shall complete service "b" in 75 calendar days upon receiving notice to proceed for a fee of \$422.97 per individual corner measurement for up to 66 corners.*
 - (2) *Services "b", "c", and "d" shall be performed simultaneously.*
- c) Evaluate collected measurements and evidence to determine preliminary locations of the above specified Standard and Closing Corners along said North, West, and South lines.
 - (1) *Contractor shall complete service "c" in 75 calendar days upon receiving notice to proceed for a fee of \$146.15 per corner evaluation for up to 66 corners.*
 - (2) *Services "b", "c", and "d" shall be performed simultaneously.*
- d) Provide detailed worksheet of Township Lines that clearly identifies existing or calculated Standard and Closing Corners on said line.

- e) Detail findings in presentation form to a review committee as established and organized by the Owner.
- f) Provide final corner certificate documents and final plat (See attached exhibit).
 - (1) *Contractor shall complete service "f" in 30 calendar days upon receiving notice to proceed for a fee of \$197.63 per Corner Certificate for up to 66 Corners.*
- g) Monument each corner as directed by the Owner.
 - (1) *Contractor shall complete service "g" in 30 calendar days upon receiving notice to proceed for a fee of \$174.96 per Corner Monumentation for up to 66 corners.*

B) PHASE 2 (Sections 1 through 18, Township 14 North Range 3 East)

- a) Provide to the Owner, draft corner certificate documents that list in detail the chronological history of the Section, Quarter, and Center Quarter Corners within Sections 1-18 in Township 14N, Range 3 East (66 Corners).
 - (1) *Contractor shall complete service "a" in 14 calendar days upon receiving notice to proceed for a lump sum fee of \$10,794.30.*
- b) Conduct field surveys within Township 14 North, Range 3 East, to locate, measure, and document existing corners and evidence for use in analysis, calculations and final determinations of the above specified Section, Quarter, and Center Quarter Corners within Sections 1-18.
 - (1) *Contractor shall complete service "b" in 75 calendar days upon receiving notice to proceed for a fee of \$422.97 per individual corner measurement for up to 66 corners.*
 - (2) *Services "b", "c", and "d" shall be performed simultaneously.*
- c) Evaluate collected measurements and evidence to determine preliminary locations of the above specified Section, Quarter, and Center Quarter Corners within Sections 1-18, Township 14 North, Range 3 East.
 - (1) *Contractor shall complete service "c" in 75 calendar days upon receiving notice to proceed for a fee of \$146.15 per corner evaluation for up to 66 corners.*
 - (2) *Services "b", "c", and "d" shall be performed simultaneously.*
- d) Provide detailed worksheet that clearly identifies existing or calculated Section, Quarter, and Center Quarter Corners within Sections 1-18, Township 14 North, Range 3 East.
- e) Detail findings in presentation form to a review committee as established and organized by the Owner.
- f) Provide final corner certificate documents and final plat (See attached exhibit).

(1) Contractor shall complete service "f" in 30 calendar days upon receiving notice to proceed for a fee of \$197.63 per Corner Certificate for up to 66 Corners.

g) Monument each corner as directed by the Owner.

(1) Contractor shall complete service "g" in 30 calendar days upon receiving notice to proceed for a lump sum fee of \$174.96 per Corner Monumentation for up to 66 corners.

C) PHASE 3 (Sections 19 through 36, Township 14 North Range 3 East)

a) Provide to the Owner, draft corner certificate documents that list in detail the chronological history of the Section, Quarter, and Center Quarter Corners within Sections 19-36 in Township 14N, Range 3 East (55 Corners).

(1) Contractor shall complete service "a" in 14 calendar days upon receiving notice to proceed for a lump sum fee of \$8,995.25.

b) Conduct field surveys within Township 14 North, Range 3 East, to locate, measure, and document existing corners and evidence for use in analysis, calculations and final determinations of the above specified Section, Quarter, and Center Quarter Corners within Sections 19-36.

(1) Contractor shall complete service "b" in 75 calendar days upon receiving notice to proceed for a fee of \$422.97 per individual corner measurement for up to 55 corners.

(2) Services "b", "c", and "d" shall be performed simultaneously.

c) Evaluate collected measurements and evidence to determine preliminary locations of the above specified Section, Quarter, and Center Quarter Corners within Sections 19-36, Township 14 North, Range 3 East.

(1) Contractor shall complete service "c" in 75 calendar days upon receiving notice to proceed for a fee of \$146.15 per corner evaluation for up to 55 corners.

(2) Services "b", "c", and "d" shall be performed simultaneously.

d) Provide detailed worksheet that clearly identifies existing or calculated Section, Quarter, and Center Quarter Corners within Sections 19-36, Township 14 North, Range 3 East.

e) Detail findings in presentation form to a review committee as established and organized by the Owner.

f) Provide final corner certificate documents and final plat (See attached exhibit).

(1) Contractor shall complete service "f" in 30 calendar days upon receiving notice to proceed for a fee of \$197.63 per Corner Certificate for up to 55 Corners.

g) Monument each corner as directed by the Owner.

(1) Contractor shall complete service "g" in 30 calendar days upon receiving notice to proceed for a fee of \$174.96 per Corner Monumentation for up to 55 corners.

2) **TECHNICAL SPECIFICATIONS**

- A) This project shall comply with all applicable state and federal laws and regulations. Where those regulations are less restrictive than the specifications contained herein, these specifications shall apply.
- B) The basic guides for this project are the principles and practices set forth in the Bureau of Land Management publications "Restoration of Lost or Obliterated Corners and Subdivisions of Sections" and the "Manual of Surveying Instructions – 2009" (BLM Manual), as well as applicable state laws. The Contractor shall also adhere to the current "Arkansas Standards of Practice for Property Boundary Surveys and Plats" of the Arkansas State Board of Registration for Professional Engineers and Professional Surveyors.
- C) All measurements shall meet the current standards for "Urban Class A" property boundary surveys as adopted by the Arkansas State Board of Registration for Professional Engineers and Professional Surveyors.
- D) All corners shall be referenced the Owner's Low Distortion Projection System (Craighead County Coordinate System).
- E) Within the project area, the Contractor will encounter corner points with monuments that may require replacement dependent upon the material or state of deterioration. After completion of the corner search and measurements, the contractor shall furnish the owner with a list of corner points with Monumentation that might require replacement due to the following conditions. Where a corner point is monumented with material other than herein specified the Owner will determine whether it is acceptable or requires Monumentation. Unacceptable existing monuments are those easily moved, temporary in nature, and/or difficult to identify. They include, but are not limited to, wooden posts or stakes, iron pins, water and gas pipes, small or loose planted stones. The replaced monument shall be buried alongside the new monument (when practical) and so stated in the documentation.
- F) Plats and Corner Certificates shall be prepared in a CADD system and furnished to the owner in a .DWG format upon completion. Final plats and corner certificates shall be furnished to the Owner for review prior to recording.

3) **TITLE OR POSSESSION CONFLICTS**

- A) The Contractor is not required to resolve title or possession conflicts, but is required to report facts and any professional opinions regarding the conflict. For this project, the contractor shall be prepared to testify in court if called upon. These services will be considered outside the scope of this contract and in

consideration of the performance, additional payment will be made to the Contractor by the Owner in accordance with its prescribed regulations and procedures.

4) OWNER RESPONSIBILITIES

- A) Owner is responsible for providing public notice of this project.
- B) Owner is responsible for coordinating, scheduling, and facilitating project review meetings, including review committee meetings.
- C) Owner will be the primary contact for public interaction throughout the duration of this project. Public Comments and interaction will be directed through the Contractor to the Owner.
- D) Owner will be responsible for the recordation of final drawings with local and state officials.
- E) -Owner shall supply contractor with materials and monuments to be set.

5) PAYMENT PROCEDURES

- A) Invoices for services performed pursuant to this contract shall be submitted no more than once per month to the Owner's agent responsible for the administration of this contract.
- B) Invoices shall be submitted on forms acceptable to the owner, and shall be paid within 10 days upon approval of the Owner's agent.

6) TERMINATION

- A) The Owner reserves the right to terminate this contract for cause at any time during the term of the Contract upon default of the Contractor in providing the services in accordance with the terms and conditions contained herein. The Owner shall provide ten days written notice to Contractor to correct any deficiencies prior to termination of the Contract.
- B) The Owner reserves the right to terminate this contract for convenience at any time during the term of the Contract effective upon the receipt of notice by the Contractor.

7) FAIR EMPLOYMENT PRACTICES

- A) Neither Contractor nor the Contractor's agents and employees shall discriminate against any employee or applicant for employment, or be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, sex, disability, national origin, ancestry, age, or marital status.

8) INDEPENDENT CONTRACTOR

- A) The parties understand that this contractual agreement shall not create an employer/employee relationship and the Contractor, his employees, and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of this Contract.

9) INDEMNIFICATION

- A) Contractor shall indemnify, defend and save harmless the Owner, or its representatives from all claims, demands, suits, actions, payments, liability, and judgments, including reasonable attorney's fees arising out of the activities of Contractor or of Contractor's agents, servants, or employees. The Contractor shall not be required to indemnify the Owners for any damage resulting from the negligence of the Owners or their employees. In this connection, Contractor shall carry insurance in the following kinds and minimum limits as indicated:
- B) Worker's Compensation Insurance and Employer's Liability Insurance. The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this State covering all his employees, and in the case of any work sublet, the Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$500,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain equivalent insurance.
- C) General Liability Insurance. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the Owner against claims for damages resulting from (1) bodily injury, including wrongful death, (2) personal injury; liability, and (3) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be a combined single limit of \$500,000 and \$1,000,000 aggregate.
- a) The coverage shall be provided under a Comprehensive General Liability form of policy or similar thereto including contractual liability; and,
 - b) The property damage coverage shall include a Broad Form Property Damage Endorsement and shall include the following extensions of coverage: Contractual Liability, Products Liability and/or Completed Operations.
- D) Automobile Liability Insurance. The Contractor shall take out and maintain during the life of this contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:
- a) Bodily Injury Limits; \$500,000 Each Person; \$1,000,000 Each Occurrence
 - b) Property Damage Limit; \$500,000 Each Occurrence
 - c) Combined Single Limit; \$1,000,000

- E) Professional Liability Insurance. The Contractor shall maintain during the life of this contract, Professional Liability Insurance, naming and protecting Contractor against claims for damages resulting from the Contractor's errors, omissions, or negligent acts. Such policy shall contain a limit of liability not less than \$1,000,000 excluding defense costs and claim expenses.
- F) Certificate of Insurance. The insurance specified above shall be written by a company duly authorized and licensed to do business in the State of Arkansas and shall be maintained until Contractor's work has been completed and accepted by the Owner. A certificate of insurance evidencing policies required shall be furnished to the Owner, such certificate shall specifically indicate that insurance policies shall give the Owner at least thirty (30) days written notice in the event of cancellation of or material change in any of the policies.

10) APPLICABLE LAWS AND PERMITS

- A) The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.

11) OWNER'S REPRESENTATIVES

- A) The Owner hereby designates the City Engineering Department as the Owner's agent responsible for the administration of this Contract.

12) INDUSTRY STANDARDS

- A) Contractor warrants to the Owner that the services to be performed under this agreement shall be in accordance with accepted and established surveying practices and procedures and that Contractor's services shall conform to the requirements of this Agreement.

13) SUBCONTRACTORS

- A) Contractor warrants that no subcontractors will be used in the performance of this Agreement without Owner's written approval. In the event Owner authorizes the use of subcontractors, Owner may require a payment bond.

14) ASSIGNMENT

- A) This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the Owners.

15) GOVERNING LAW

- A) This Contract shall be governed by and interpreted in accordance with the laws of the State of Arkansas.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

ATTEST:

CITY OF JONESBORO, ARKANSAS

City Clerk

Mayor

Approved by Resolution No. _____

Dated _____

EXECUTION BY CONTRACTOR

HAYWOOD, KENWARD, BARE &
ASSOCIATES, INC.

1801 Latourette Drive, Jonesboro, AR 72404


(Address)

By:



Duly Authorized Official

ATTEST



Secretary



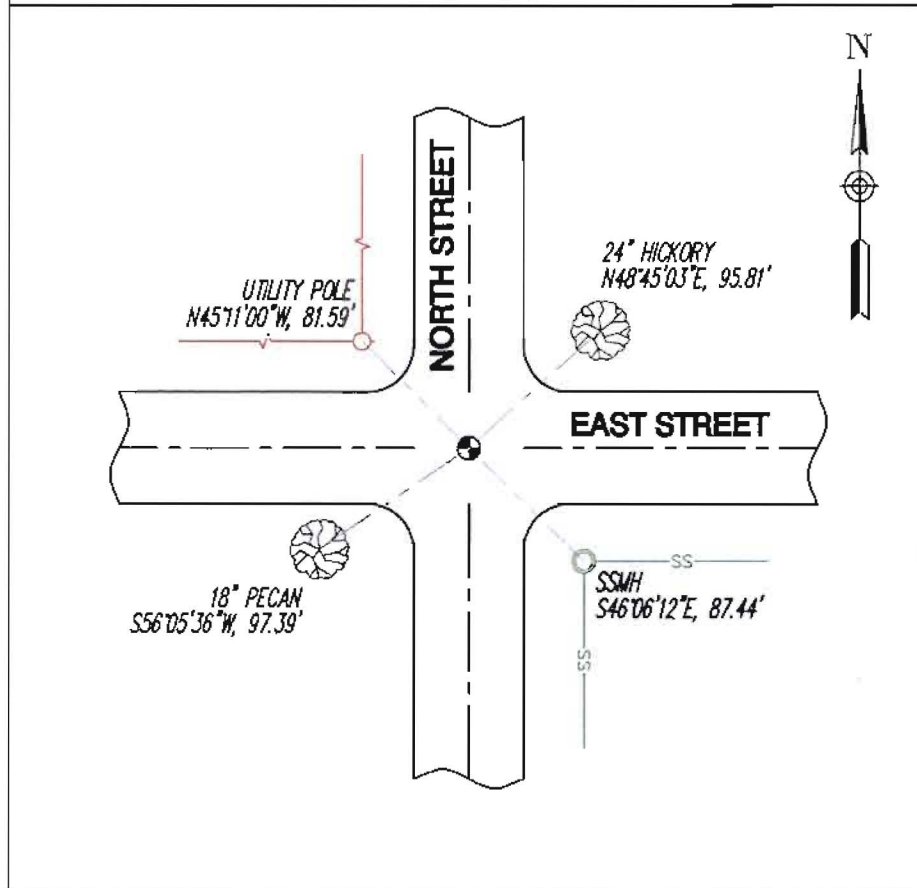
Legal Title of Official

PLSS CORNER CERTIFICATE

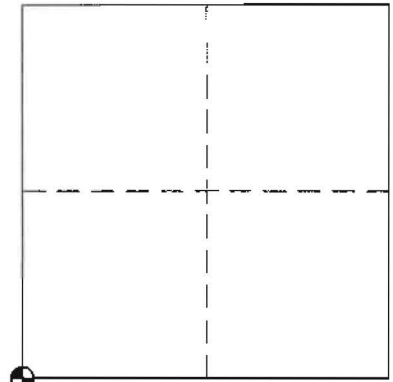
TOWNSHIP 14 NORTH, RANGE 4 EAST

CORNER NO. 100100

LOCATION SKETCH



CORNER LOCATION



SECTION 31 T14N R4E

CRAIGHEAD COUNTY LDP

N=533590.907

E=1693684.646

LATITUDE & LONGITUDE

LAT=35°47'33.19\"N

LONG=90°42'50.69\"W

ORIGINAL OR PERPETUATED CORNER RE-ESTABLISHED CORNER EXISTING MONUMENT OR PAROL EVIDENCE

DESCRIPTION OF MONUMENT AND ACCESSORIES:

Set 36" aluminum monument for the common corner of Townships 14 North, Ranges 3 and 4 East, and Townships 13 North, Ranges 3 and 4 East. See attached surveyor's report for reference documents and methods used for establishment of said corner.

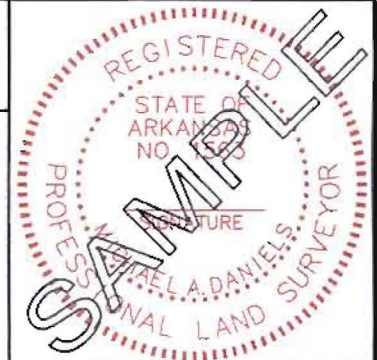
- 24" Hickory - N48°45'03"E, 95.81'
- Sanitary Sewer Manhole - S46°06'12"E, 87.44'
- 18" Pecan - S56°05'36"W, 97.39'
- Utility Pole - N45°11;00"w, 81.59'

I, Michael A. Daniels, PS #1563, certify on this date 01/01/2012 that evidence was found for the corner described and I have established monuments and accessories to perpetuate the corner position as shown and sketched hereon.

City of
Jonesboro
 ARKANSAS
 P O. Box 1845 Phone: (870) 932-2438
 515 W. Washington Ave. Fax: (870) 933-4664
 Jonesboro, AR 72401 cengineer@jonesboro.org

I, Joshua E. Bettis, PS #1572, City Surveyor, have reviewed this corner's location, documentation, and methodology for acceptance and/or monumentation.

Joshua E. Bettis, City Surveyor Date





Legislation Details (With Text)

File #:	RES-13:042	Version:	1	Name:	
Type:	Resolution	Status:		To Be Introduced	
File created:	2/28/2013	In control:		Public Works Council Committee	
On agenda:		Final action:			
Title:	A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR KERCHEVAL'S KERSEY LANE MINOR PLAT (A RESIDENTAL DEVELOPMENT)				
Sponsors:	Engineering				
Indexes:					
Code sections:					
Attachments:	Maintenance Agreement.pdf				

Date	Ver.	Action By	Action	Result
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Title

A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR KERCHEVAL'S KERSEY LANE MINOR PLAT (A RESIDENTAL DEVELOPMENT)

Body

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, Kevin Kercheval has submitted a Maintenance Agreement for Stormwater Management Facilities for Kercheval's Kersey Lane Minor Plat development;

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 Kevin Kercheval for Kercheval's Kersey Lane 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**

Property Identification

Project Name: Kercheval's Kersey Lane Minor Plat
Project Address: 5532 Kersey Lane
Owner(s): Kevin Kercheval
Owner Address: 547 County Road 130
City: Bono **State:** AR **Zip Code:** 72416

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 _____ **Kevin Kercheval** _____, hereinafter called the "Developer".

WITNESSTH, that:

WHEREAS, The Developer is proceeding to build on and develop the property in accordance with the Stormwater Management Plan (the "Plan") approved by the City and the recorded plat (the "Plat") for _____ **Kercheval's Kersey Lane Minor Plat** _____ as recorded in the records of Craighead County, Arkansas.

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

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

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


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

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

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

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

2. The Developer, its successors and assigns, including any homeowner 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 homeowner 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.

Owner/Agent:	Kevin Kercheval	<i>K+T Investments of NCA LLC</i> 	2-28-13
	Printed Name	Signature	Date
Owner/Agent:			
	Printed Name	Signature	Date

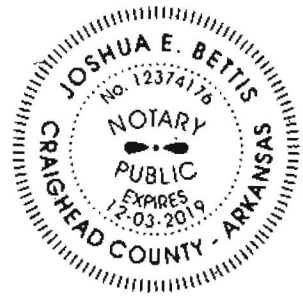
STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day before me, the undersigned officer, personally appeared Kevin Kercheval, 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 28th day of February, 2013.

Joshua E. Bettis
Notary Public (Printed Name)

[Signature]
Notary Public (Signature)



My Commission Expires: 12/03/2019

Accepted by:

Mayor

Date

City Clerk

Date