



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Public Works Council Committee

Tuesday, December 3, 2013

5:00 PM

Municipal Center

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

3. Approval of minutes

MIN-13:098 Minutes for the Public Works Committee meeting on November 5, 2013

Attachments: [Minutes](#)

MIN-13:104 Minutes for the special called Public Works Committee meeting on November 19, 2013

Attachments: [Minutes](#)

4. New Business

Ordinances To Be Introduced

ORD-13:063 AN ORDINANCE TO WAIVE COMPETITIVE BIDDING FOR THE COLLECTION OF DIGITAL AERIAL PHOTOGRAPHY FOR JONESBORO AND AUTHORIZING THE EXECUTION THE PROPOSAL WITH EFS GEOTECHNOLOGIES

Sponsors: Engineering

Attachments: [Proposal.pdf](#)

Resolutions To Be Introduced

RES-13:196 A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR LOT I-A BRYSON'S REPLAT (JB2013R-019760), A COMMERCIAL DEVELOPEMENT

Sponsors: Engineering

Attachments: [Maintenance Agreement.pdf](#)

[Permanent Drainage Easement.pdf](#)

RES-13:200 A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR LOT 1 OF MDR 1ST ADDITION (JB2013R-020164), A COMMERCIAL DEVELOPEMENT

Sponsors: Engineering

Attachments: [Maintenance Agreement.pdf](#)
[Permanent Drainage Easement.pdf](#)

RES-13:203 A RESOLUTION TO 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: [Agreement.pdf](#)

RES-13:208 A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR WINDSOR LANDING PHASES 5 & 6, A RESIDENTIAL SUBDIVISION

Sponsors: Engineering

Attachments: [Maintenance Agreement.pdf](#)

5. Pending Items

6. Other Business

7. Public Comments

8. Adjournment



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-13:098 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 11/6/2013 **In control:** Public Works Council Committee
On agenda: **Final action:**
Title: Minutes for the Public Works Committee meeting on November 5, 2013
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

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



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes - Draft Public Works Council Committee

Tuesday, November 5, 2013

5:00 PM

Municipal Center

1. Call To Order

Mayor Perrin was also in attendance.

2. Roll Call by City Clerk Donna Jackson

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

3. Approval of minutes

MIN-13:091 Minutes for the Public Works Committee meeting on October 3, 2013

Attachments: [Minutes](#)

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

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

4. New Business

Resolutions To Be Introduced

RES-13:181 A RESOLUTION REQUESTING FREE UTILITY SERVICE FROM CITY WATER AND LIGHT FOR PUBLIC PARKING LOT SIGNS

Sponsors: Engineering

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

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

RES-13:186 A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR BRIDGER PLACE PHASE II, A RESIDENTIAL SUBDIVISION

Sponsors: Engineering

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

Chairman Street stated this resolution, RES-13:187 and RES-13:190 need to be placed on tonight's Council agenda. Councilman Moore asked why they need to be placed on tonight's Council agenda. Chairman Street answered they need to be approved so the work can start before bad weather begins. He noted these maintenance agreements have been endorsed by the Planning Department.

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

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

RES-13:187 A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR BARRINGTON PARK PHASE VII, A RESIDENTIAL SUBDIVISION

Sponsors: Engineering

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

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

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

RES-13:190 A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR MERRELL ESTATES PHASE III, A RESIDENTIAL SUBDIVISION

Sponsors: Engineering

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

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

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

RES-13:189 A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF JONESBORO TO UTILIZE FEDERAL-AID MONIES FOR THE FOLLOWING PROJECT: EXTENSION OF PARKER ROAD TO THE WASHINGTON AVENUE/HIGHWAY 63 INTERCHANGE

Sponsors: Engineering

Attachments: [Agreement of Understanding.pdf](#)

A motion was made by Councilman Gene Vance, seconded by Councilman Mitch Johnson, that this matter be Recommended to Council . The motion

PASSED with the following vote.

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

RES-13:192

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH FISHER & ARNOLD, INC. TO PERFORM PROFESSIONAL ENGINEERING SERVICES

Sponsors: Engineering

Attachments: [Agreement.pdf](#)

Mayor Perrin noted this project is for the bridge over Caraway Road. He added next year the City will be removing the 2 lane bridge and will be putting in a 4 or 5 lane bridge in and extending it to LaTourette Drive. He noted this is for the study of how to handle the bridge and Higginbotham Ditch.

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

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

5. Pending Items

RES-13:112

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS FOR THE SUGGESTED RENAMING OF STADIUM BOULEVARD TO RED WOLF BOULEVARD AS REQUESTED BY ARKANSAS STATE UNIVERSITY.

Sponsors: Mayor's Office

Attachments: [ASU letter October 2, 2013](#)
[Stadium Blvd Street Name Change Letter](#)
[Hwy Dept Response Letter Stadium Blvd](#)
[Stadium Blvd Retailers](#)
[Postal Service Response Letter](#)
[ASU letter asking for postponment of resolution](#)

Councilman Moore asked if Arkansas State University is responsible for the cost of the new signs or if the City is. Mayor Perrin answered he has asked that the new signs be paid for by the Arkansas State University Foundation.

Councilman Moore then asked if the City disapproves this resolution is there anything keeping ASU from renaming the section from Matthews Avenue to the Hilltop area. Chairman Street answered that portion is a State Highway so ASU can't rename it.

Councilman Moore questioned if ASU will need the City's permission to rename a State Highway that is located off of campus. Chairman Street answered yes. He added ASU can rename streets on their campus.

Councilman Johnson inquired if the business owners were contacted or if employees were the ones who were contacted and was it ASU or the City who made the contact. Mayor Perrin answered Jack Turner was the one who contacted the businesses. He noted the actual business owners were contacted, but he will verify that with Mr. Turner.

Councilman Johnson explained the first time this was brought up he was contacted by a lot of people that was against it, but this time he has received nearly a split of people who are for or against it. He added he feels like there are a lot of local heroes both living and deceased so if the City is going to be renaming streets the City needs to take a lot of things into consideration. He further explained that the street shouldn't be named Red Wolf Blvd., but after ASU as a whole.

Councilman Vance stated he believes renaming the street Red Wolf Blvd. speaks of the university as a whole and not just about the athletics portion. He added he believes the students consider themselves a Red Wolf whether or not they play sports.

Discussion was held concerning a street located on the campus.

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

Aye: 4 - Gene Vance;Chris Moore;Darrel Dover and Charles Coleman

Nay: 1 - Mitch Johnson

6. Other Business

RES-13:193

A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR SOUTHBEND PHASE IV, RESIDENTIAL SUBDIVISION

Sponsors: Engineering

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

Chairman Street asked that this be placed on tonight's Public Works agenda and the City Council agenda.

Councilman Vance motioned, seconded by Councilman Coleman, that this resolution be placed on tonight's Public Works agenda. All voted aye.

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

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

Discussion concerning maintenance agreements

Councilman Vance recommends the staff and the Mayor find a better way to deal with the maintenance agreements because they are holding up developers. Chairman Street noted he has expressed his concerns about this and he added the Mayor has stated he will get all the parties that are involved together and come up with a solution.

Mayor Perrin explained he had a developer point out that the Council has already approved the documents and the current process is basically a approval on top of another approval. He added he will have the City Engineer review this.

Councilman Moore asked if the City can accept property without an ordinance. Councilman Vance answered the City is not accepting property. Councilman Moore then stated the City is accepting an improvement along with a drainage easement. Councilman Vance noted the easement is on file with the Planning Department.

7. Public Comments

8. Adjournment

A motion was made by Councilman Chris Moore, seconded by Councilman Gene Vance, that this meeting be Adjourned. The motion CARRIED with the following vote:

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



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-13:104 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 11/20/2013 **In control:** Public Works Council Committee
On agenda: **Final action:**
Title: Minutes for the special called Public Works Committee meeting on November 19, 2013
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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Minutes for the special called Public Works Committee meeting on November 19, 2013



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes - Draft Public Works Council Committee

Tuesday, November 19, 2013

5:15 PM

Municipal Center

Special Called Meeting

1. Call To Order

Mayor Perrin was also in attendance.

2. Roll Call by City Clerk Donna Jackson

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

3. New Business

Resolutions To Be Introduced

RES-13:191

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH CONSTRUCTION NETWORK, INC. FOR THE RENOVATION OF THE OLD ARMORY BUILDING TO HOUSE THE JONESBORO POLICE DEPARTMENT

Sponsors: Mayor's Office

Attachments: [Bid Tabulation Sheet Jonesboro Police Department](#)
[Construction Network Contract Police Dept](#)

Chairman Street explained CNI had the lowest bid at \$1,514,000.00. He added this will need to be placed on tonight's Council agenda.

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

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

4. Public Comments

5. Adjournment

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

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



Legislation Details (With Text)

File #:	ORD-13:063	Version:	1	Name:	Waive bidding for EFS Geotechnologies proposal
Type:	Ordinance	Status:		Status:	To Be Introduced
File created:	10/31/2013	In control:		In control:	Public Works Council Committee
On agenda:		Final action:		Final action:	
Title:	AN ORDINANCE TO WAIVE COMPETITIVE BIDDING FOR THE COLLECTION OF DIGITAL AERIAL PHOTOGRAPHY FOR JONESBORO AND AUTHORIZING THE EXECUTION THE PROPOSAL WITH EFS GEOTECHNOLOGIES				
Sponsors:	Engineering				
Indexes:	Contract, Waive competitive bidding				
Code sections:					
Attachments:	Proposal.pdf				

Date	Ver.	Action By	Action	Result
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AN ORDINANCE TO WAIVE COMPETITIVE BIDDING FOR THE COLLECTION OF DIGITAL AERIAL PHOTOGRAPHY FOR JONESBORO AND AUTHORIZING THE EXECUTION THE PROPOSAL WITH EFS GEOTECHNOLOGIES

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

Section 1: That the City of Jonesboro Engineering Department has the need for the services of EFS GeoTechnologies for the collection of high resolution digital aerial imagery.

Section 2: EFS GeoTechnologies is the sole source provider for the collection of high resolution digital aerial imagery in the state of Arkansas.

Section 3: That EFS GeoTechnologies is providing the service to Craighead County and other connecting counties and therefore can offer the inclusion of the City of Jonesboro at a much reduced rate.

Section 4: That EFS GeoTechnologies has bid \$35,942.00 for the City of Jonesboro project.

Section 5: That the City Council in accord with the terms of A.C. A. Section 14-58-303 hereby waives the requirement for competitive bidding and directs the Purchasing Agent to purchase the above described service.

October 30, 2013

Joshua Bettis, City Surveyor
Engineering Department
P.O. Box 1845
307 Vine Street
Jonesboro, AR 72401

Dear Mr. Bettis,

By way of this document and attachments EFS GeoTechnologies would like to submit a proposal for the collection of aerial photography for Jonesboro, Arkansas during the winter of 2013-2014. We have attached a flight layout for Jonesboro showing the city and the coverage that would be provided. The specifications for the project as we understand them are as follows.

Digital Aerial Photography Proposal

- A. All aerial photography is to be collected in natural color (RGB – red, green and blue).
- B. The aerial photography is to be collected during the winter of 2013-2014 while the hardwood trees are fully defoliated. All data will be collected when the sun angle is higher than 30° above the horizon. Shadows will be long as the sun angle is low during the winter months.
- C. The ground sample distance for data collected at six inches per image pixel (GSD of 6 inches) will have a horizontal accuracy of approximately two feet (.61 meter CE 90) or better. Please see attached PDF for coverage. (If survey grade ground control points are provided within the city, horizontal accuracy can be improved to 1.0 foot accuracy or better.)
- D. All flight lines will be oriented North and South or East and West.
- E. All aerial photography collected will be stereo coverage with side lap averaging 30% and end lap averaging 60%.
- F. All aerial photography will be orthorectified and stitched together to form seamless digital mosaics. The individual mosaics will be subset to a custom tiling scheme as agree upon.

- G. All aerial photography will be projected State Plane, NAD 83, Arkansas North unless otherwise specified.
- H. All aerial photography will be delivered in Tiff format and ECW compressed format on USB hard drive. Typically aerial photography will be delivered and ready to use within six months from acquisition. More rapid turnaround times may be negotiated on a case by case basis.
- I. All aerial photography will be orthorectified using a digital elevation set generated from LiDAR which will be supplied by the city of Jonesboro.
- J. Steps will be taken to minimize the effects of haze in the data. No clouds, cloud shadows, smoke or snow will be visible in the data.
- K. The Arkansas Geographic Information Office has indicated that they will provide an independent third party quality control check of the data if the data will be available for public access. Public access means the availability and distribution of data using various means including GeoStor.

EFS GeoTechnologies proposal for the project described above is:

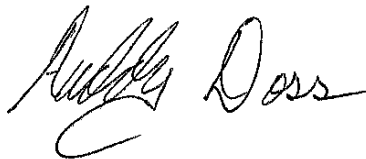
Aerial Photography

Jonesboro (With Buffer) - Six Inch Coverage:

\$35,942.00

We appreciate the opportunity to present this proposal for your consideration. If you have any questions please do not hesitate to contact us.

Best Regards,



Auddy Doss, SIS
EFS GeoTechnologies

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E1604_Craighead_Co

10302013_4000_RGB_Jonesboro

Project No:	E1604	Focal Length:	60.00mm	Total length:	723km	Square Miles::	80.93
Camera type:	DSS_439_60	Filter:	RGB	Total lines:	30		
Altitude:	3999 feet	Lateral overlap:	30%	Total photos:	2449		
Lens type:	RGB	Forward overlap:	60%	Acres::	51798		



Legislation Details (With Text)

File #:	RES-13:196	Version:	1	Name:	Maintenance agreement for Lot I-A Bryson's Replat
Type:	Resolution	Status:			To Be Introduced
File created:	11/4/2013	In control:			Public Works Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR LOT I-A BRYSON'S REPLAT (JB2013R-019760), A COMMERCIAL DEVELOPEMENT				
Sponsors:	Engineering				
Indexes:	Contract				
Code sections:					
Attachments:	Maintenance Agreement.pdf Permanent Drainage Easement.pdf				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR LOT I-A BRYSON'S REPLAT (JB2013R-019760), A COMMERCIAL DEVELOPEMENT

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, Efren Montano has submitted a Maintenance Agreement for Stormwater Management Facilities for Lot 1-A Bryson's Replat (JB2013R-019760);

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 Efren Montano for Lot 1-A Bryson's Replat (JB2013R-019760) 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: Papitos Loco
Project Address: 4409 East Johnson Ave
Owner(s): Efren Montano
Owner Address: 1702 Ivy Green
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 Efren Montano, 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 permanent drainage easement (the "Easement") labeled as document JB2013R-019760 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.

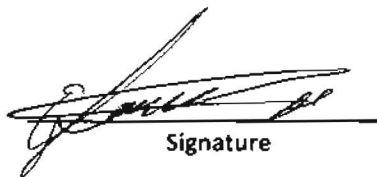
WHEREAS, the City of Jonesboro shall be responsible, after construction and final acceptance of the development, for the operation and long-term maintenance of all drainage structures and improved watercourses which are part of the City of Jonesboro Stormwater Management System, are within a dedicated 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:

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.

Owner/Agent:	<u>Eden Montan</u> Printed Name	 Signature	<u>10-16-13</u> Date
Owner/Agent:	_____ Printed Name	_____ Signature	_____ Date

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day before me, the undersigned officer, personally appeared Ellen Montano, 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 16 day of Oct., 2013.

Linda K. Wheeler
Notary Public (Printed Name)

Linda K. Wheeler
Notary Public (Signature)



My Commission Expires: 11-1-13

Accepted by:

Mayor

Date

City Clerk

Date

Return recorded document to:
CITY OF JONESBORO
300 South Church Street
JONESBORO, AR 72401



JB2013R-019760 3
JB2013R-019760
ANN HUDSON
CRAIGHEAD COUNTY
RECORDED ON:
10/30/2013 11:15AM

PERMANENT DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That EFREN MONTANO, hereinafter referred to as Grantor (whether one or more), does hereby dedicate, grant and convey unto the Public, and that the CITY OF JONESBORO, a Municipal Corporation of the State of Arkansas, hereinafter referred to as Grantee, does hereby accept on behalf of the public, for use as a permanent drainage easement the following described real property in Craighead County, State of Arkansas, to-wit:

A DRAINAGE EASEMENT TWENTY IN WIDTH AND A DRAINAGE EASEMENT FIFTEEN FEET IN WIDTH MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1-A OF BRYSON'S REPLAT TO THE CITY OF JONESBORO, AR: THENCE NORTH 32°24'06" WEST, DEPARTING THE SOUTH LINE OF SAID LOT 1-A, 20.01 FEET: THENCE NORTH 58°57'07" EAST, 179.79 FEET: THENCE SOUTH 32°22'03" EAST, TO THE SOUTH LINE OF LOT 1-A AFORESAID, 20.01 FEET: THENCE SOUTH 58°57'07" WEST, ALONG THE SOUTH LINE OF SAID LOT 1-A, 179.78 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 3,596 SQ. FT. OR 0.08 ACRES +/-.

AND THE EAST FIFTEEN FEET OF LOT 1-A OF BRYSON'S REPLAT TO THE CITY OF JONESBORO, AR.

CONTAINING IN ALL 3,326 SQ. FT. OR 0.08 ACRES +/-

This easement and right of way is for the purpose of making drainage improvements and maintaining said improvements within the City of Jonesboro. Any other use of this area, other than by record owners, shall only be granted by record owners, but they are not precluded from using or granting other use, so long as same does not interfere unreasonably with the express purpose intended.

This grant of easement and right of way shall be binding upon the heirs, successors, administrators and assigns of the grantors.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument on the 16 day of oct, 2013.

Signature

Signature _____

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day before me, the undersigned officer, personally appeared Efren Montano
to me well known to be the person whose name is subscribed to the foregoing instrument, and
acknowledged that XXXX had executed the same for the purposes therein stated and set forth.
WITNESS my hand and seal this 12th day of October, 2013.

Notary Public (Signature) Kathy Austin

My Commission Expires: 1-11-2021

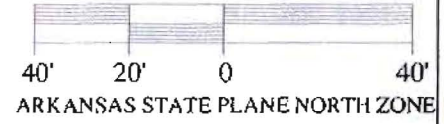
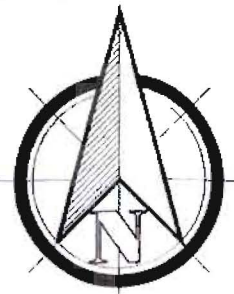


U.S. HIGHWAY 49
EAST JOHNSON AVENUE

N58°32'52"E 41.83'
F.I.P.

DELTA=02°45'53"
R=2,863.34'
ARC=138.17'

PLAT OF SURVEY
BY T. MOORE, PS 1293
BOOK 774, PAGE 365
BOOK 678, PAGE 53
34,356 SQ. FT. 0.79 ACRES +/-



-15' DRAINAGE EASEMENT-
N32°22'03"W 221.46'

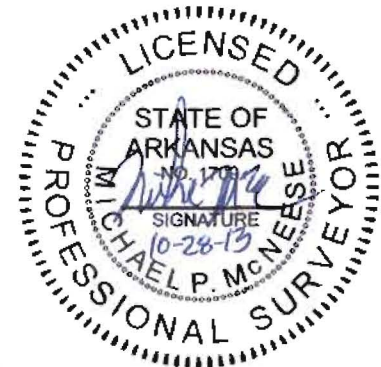
LOT 1-A
BRYSON'S REPLAT
BOOK C, PAGE 177
40,152 SQ. FT. 0.92 ACRES +/-

LOT 2-A
BRYSON'S REPLAT
BOOK C, PAGE 177
(NOT INCLUDED)

S32°24'06"E 223.53'

-20' DRAINAGE EASEMENT-

N58°57'07"E 179.78'



MCNEESE LAND SURVEYING
2520 ALEXANDER DR. ST. B
JONESBORO, AR 72401
mike@mcneesesurveying.com
CELL: (870) 565-6532 OFFICE: (870) 203-9940



REVISIONS	
DATE	DESCRIPTION

DRAWING INFO	
DATE	BY
10-28-2013	

LOT 1-A OF BRYSON'S
REPLAT-DRAINAGE
EASEMENT DEPICTIONS



Legislation Details (With Text)

File #:	RES-13:200	Version:	1	Name:	Maintenance agreement for Lot 1 of MDR 1st Addition
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	11/7/2013	In control:		In control:	Public Works Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR LOT 1 OF MDR 1ST ADDITION (JB2013R-020164), A COMMERCIAL DEVELOPEMENT				
Sponsors:	Engineering				
Indexes:	Contract				
Code sections:					
Attachments:	Maintenance Agreement.pdf Permanent Drainage Easement.pdf				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR LOT 1 OF MDR 1ST ADDITION (JB2013R-020164), A COMMERCIAL DEVELOPEMENT

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, Holt Agribusiness has submitted a Maintenance Agreement for Stormwater Management Facilities for Lot 1 of MDR 1st Addition (JB2013R-020164);

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 Holt Agribusiness for Lot 1 of MDR 1st Addition (JB2013R-020164) 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: Lot 1 of MDR 1st Addition
Project Address: 5511 Stadium Blvd.
Owner(s): Holt Agribusiness
Owner Address: 1956 South W.W. White Rd.
City: San Antonio State: TX Zip Code: 78222

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 Holt Agribusiness, 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 permanent drainage easement (the "Easement") labeled as document JB2013R-020164 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:

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.

Owner/Agent: CHARLES C STRICKLAND *Charles C Strickland* 10/2/13
 Printed Name Signature Date

Owner/Agent: _____
 Printed Name Signature Date

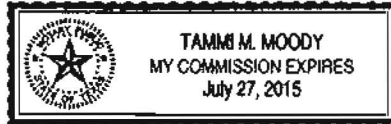
STATE OF ARKANSAS TEXAS
 COUNTY OF CRAIGHEAD BERAR

On this day before me, the undersigned officer, personally appeared CITRUS C. STRICKLAND, 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 2 day of OCT, 2013.

TAMMI MOODY
Notary Public (Printed Name)

Tammi Moody
Notary Public (Signature)



My Commission Expires: 07/27/2015

Accepted by:

Mayor

Date

City Clerk

Date



* J B 2 0 1 3 R - 0 2 0 1 6 4 2 *

JB2013R-020164

ANN HUDSON
CRAIGHEAD COUNTY
RECORDED ON:

11/06/2013 10:08AM

Kusy Jan



The above space is reserved for Craighead County recording information, D. C.

Return recorded document to:
CITY OF JONESBORO
300 South Church Street
JONESBORO, AR 72401
2013 NOV 6 AM 10:11

ANN HUDSON
CLERK OF CIRCUIT COURT

PERMANENT DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Holt Texas, Ltd., hereinafter referred to as Grantor (whether one or more), does hereby dedicate, grant and convey unto the Public, and that the CITY OF JONESBORO, a Municipal Corporation of the State of Arkansas, hereinafter referred to as Grantee, does hereby accept on behalf of the public, for use as a permanent drainage easement the following described real property in Craighead County, State of Arkansas, to-wit:

A 60 feet wide permanent drainage easement off and across Lot 1 of MDR First Addition to Jonesboro, Arkansas, the centerline, being more particularly described as follows: Beginning at the Southwest corner of Lot 1 of said MDR First Addition, said point also being the East right-of-way of Caraway Road; Thence North 00°33'37" West, along said right-of-way, 1,114.08 feet to the Point of Beginning Proper; Thence along the centerline of said 60 feet wide drainage easement the following courses and distances: South 61°35'57" East, 153.83 feet; North 86°05'00" East, 262.55 feet; South 83°27'57" East, 641.87 feet to the Point of Termination, said point also being the West right-of-way of Arkansas Highway No. 1 (A.K.A Stadium Boulevard).

This easement and right of way is for the purpose of making drainage improvements and maintaining said improvements within the City of Jonesboro. Any other use of this area, other than by record owners, shall only be granted by record owners, but they are not precluded from using or granting other use, so long as same does not interfere unreasonably with the express purpose intended.

This grant of easement and right of way shall be binding upon the heirs, successors, administrators and assigns of the grantors.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument on the 14 day of Oct, 2013.

Signature *Charles C. Strickland*
Holt Texas, Ltd

By: Charles C. Strickland

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF BEXAR

On this day before me, the undersigned officer, personally appeared Charles C. Strickland, 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 14th day of October, 2013.

Notary Public (Signature) Teresa L. Howard

My Commission Expires: 02/28/14





Legislation Details (With Text)

File #:	RES-13:203	Version:	1	Name:	Agreement with USGS for streamgages
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	11/13/2013	In control:		In control:	Public Works Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO 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				
Indexes:	Contract				
Code sections:					
Attachments:	Agreement.pdf				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO 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 streamgage 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 FOR THE CITY OF JONESBORO, ARKANSAS THAT:

Section 1: That the City of Jonesboro shall continue a Joint Funding Agreement with the U.S. Geological Survey, United States Department of the Interior for the operation and maintenance of two streamgages in Jonesboro

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

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

Form 9-1366
(Oct. 2005)

**U.S. DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY**

JOINT FUNDING AGREEMENT

Customer #: AR046
Agreement #: 14E4AR046AR0110
Project #:
TIN #: 71-6013749
Fixed Cost
Agreement YES

FOR

Water Resources Investigations

THIS AGREEMENT is entered into as of the, 6th day of November, 2013 by the U.S. GEOLOGICAL SURVEY, 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 availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation 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) includes In-Kind Services in the amount of
 - (a) by the party of the first part during the period

Amount	Date	to	Date
\$0.00	January 1, 2014		December 31, 2014
 - (b) by the party of the second part during the period

Amount	Date	to	Date
\$27,300.00	January 1, 2014		December 31, 2014
 - (c) 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.
 - (d) 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 part 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.

11/6/2013

9-1366 (Continuation)

Customer #:

AR046

Agreement #:

14E4AR046AR0110

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 costs, 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.
9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered quarterly. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

**U.S. Geological Survey
United States
Department of the Interior**

CITY OF JONESBORO


USGS Point of Contact

Customer Point of Contact

Name: David A. Freiwald, Director
Address: USGS Arkansas Water Science Center
401 Hardin Road
Little Rock, AR 72211
Telephone: (501) 228-3618
Email: freiwald@usgs.gov

Name: The Honorable Harold Perrin, Mayor
Address: City of Jonesboro
307 Vine Street
Jonesboro, AR 72403
Telephone: (870) 932-2438
Email:

Signatures and Date

Signature:  Date: 10/6/13

Signature: _____ Date: _____

Name: David A. Freiwald
Title: Director, USGS Arkansas Water Science Center

Name: The Honorable Harold Perrin
Title: Mayor, City of Jonesboro

Signature: _____ Date: _____

Signature: _____ Date: _____

Name: _____
Title: _____

Name: Donna Jackson
Title: City Clerk



Legislation Details (With Text)

File #:	RES-13:208	Version:	1	Name:	Maintenance agreement for Windsor Landing
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	11/26/2013	In control:		In control:	Public Works Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR WINDSOR LANDING PHASES 5 & 6, A RESIDENTIAL SUBDIVISION				
Sponsors:	Engineering				
Indexes:	Contract				
Code sections:					
Attachments:	Maintenance Agreement.pdf				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR WINDSOR LANDING PHASES 5 & 6, A RESIDENTIAL SUBDIVISION

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, Chastain Development, LLC has submitted a Maintenance Agreement for Stormwater Management Facilities for Windsor Landing Phases 5 & 6;

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 Chastain Development, LLC for Windsor Landing Phases 5 & 6 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: WINDSOR LANDING PHASES 5 & 6
Project Address: RESIDENTIAL SUBDIVISION
Owner(s): CHASTAIN DEVELOPMENT, LLC
Owner Address: 5904 E JOHNSON AVE
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 CHASTAIN DEVELOPMENT, LLC, 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 WINDSOR LANDING PHASES 5 & 6 as recorded in the records of Craighead County, Arkansas.

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

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

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


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

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

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

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

2. The Developer, its successors and assigns, including any property owners' association or homeowners' association, shall adequately maintain the on-site stormwater runoff management facilities.
3. The Developer, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property to inspect and perform long-term maintenance of the on-site stormwater runoff management facilities whenever the City deems necessary.
4. In the event the Developer, its successors and assigns, fails to adequately maintain the stormwater runoff management facilities, the City may enter upon the Property upon thirty (30) days written notification or earlier, if deemed an emergency, and take whatever steps necessary to correct the deficiencies and charge the costs of such corrective action to the Developer, its successors and assigns. The Developer, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City including all labor, equipment, supplies, materials, and the like. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Developer outside of the easement for the on-site stormwater runoff management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this agreement be construed to impose any such obligation on the City.
5. This agreement shall be recorded among the land records of Craighead County, Arkansas and shall constitute a covenant running with the land, and shall be binding on the Developer, its administrators, 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.

Owner/Agent:	<u>Robert M. Chastain</u> Printed Name	 Signature	<u>11-14-13</u> Date
Owner/Agent:	<hr style="border: 0; border-top: 1px solid black;"/> Printed Name	<hr style="border: 0; border-top: 1px solid black;"/> Signature	<hr style="border: 0; border-top: 1px solid black;"/> Date

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day before me, the undersigned officer, personally appeared ROBERT M CHASTAIN, 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 14 day of November, 2013

MARGARET ANN NORRIS
Notary Public (Printed Name)

Margaret Ann Norris
Notary Public (Signature)



My Commission Expires: 4-7-2015

Accepted by:

Mayor

Date

City Clerk

Date