



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Public Works Council Committee

Tuesday, April 7, 2015

5:00 PM

Municipal Center

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

3. Approval of minutes

[MIN-15:029](#) Minutes for the Public Works Committee meeting on March 3, 2015

Attachments: [Minutes](#)

[MIN-15:036](#) Minutes for the special called Public Works Committee meeting on March 31, 2015

Attachments: [Minutes](#)

4. New Business

Resolutions To Be Introduced

[RES-15:020](#) A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR BROOKSTONE SUBDIVISION PHASE 4B, A RESIDENTIAL SUBDIVISION

Sponsors: Engineering

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

[RES-15:030](#) A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR AIRGAS USA, LLC, A COMMERCIAL DEVELOPMENT

Sponsors: Engineering

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

[RES-15:039](#) A RESOLUTION TO TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR NIX PARKER ROAD ADDITION, A COMMERCIAL SUBDIVISION

Sponsors: Engineering

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

RES-15:051 A RESOLUTION TO CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ISSUE A PURCHASE ORDER TO SYNDER ENVIRONMENTAL & CONSTRUCTION, INC. FOR ASBESTOS ABATEMENT OF STRUCTURES LOCATED 1020 AND 1229 AGGIE ROAD (2015:16)

Sponsors: Engineering

Attachments: [Bid - Abatement](#)
[Bid Tab - Abatement](#)

RES-15:052 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ISSUE A PURCHASE ORDER TO GOOLSBY, INC. FOR THE DEMOLITION OF STRUCTURES LOCATED 1020 AND 1229 AGGIE ROAD (2015:17)

Sponsors: Engineering

Attachments: [Bid - Demo](#)
[Bid Tab - Demolition](#)

RES-15:053 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A SIDEWALK EASEMENT AGREEMENT WITH TRAMONTANA GROUP I, LLC, 1666 NORTH AVALON LLC, 4K'S LLC, AND MARTINI-PACE, LLC FOR AN EASEMENT FOR SIDEWALK CONSTRUCTION

Sponsors: Engineering

Attachments: [Sidewalk Easement Agreement](#)
[Schedule B](#)

RES-15:054 A RESOLUTION TO THE CITY OF JONESBORO TO CONDEMN CERTAIN REAL PROPERTY LOCATED IN THE CITY OF JONESBORO AT TRACT 1, HWY 351/AGGIE ROAD INTERSECTION (AHTD 100790 - TRACT 1), JONESBORO, ARKANSAS FOR THE PURPOSE OF ROADWAY IMPROVEMENTS

Sponsors: Engineering

Attachments: [Offer & Acceptance - Cooper Land & Dev Co - 100790 Tract 1](#)

RES-15:055 A RESOLUTION TO THE CITY OF JONESBORO TO CONDEMN CERTAIN REAL PROPERTY LOCATED IN THE CITY OF JONESBORO AT TRACT 4, HWY 351/AGGIE ROAD INTERSECTION (AHTD 100790 - TRACT 4), JONESBORO, ARKANSAS FOR THE PURPOSE OF ROADWAY IMPROVEMENTS

Sponsors: Engineering

Attachments: [Signed Offer & Acceptance - Kimberly A. Clayton - 100790 Tract 4](#)

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-15:029 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 3/6/2015 **In control:** Public Works Council Committee
On agenda: **Final action:**
Title: Minutes for the Public Works Committee meeting on March 3, 2015
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

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



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Public Works Council Committee

Tuesday, March 3, 2015

5:00 PM

Municipal Center

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

Mayor Perrin was also in attendance.

Present 6 - Gene Vance;Chris Moore;John Street;Mitch Johnson;Darrel Dover and Ann Williams

Absent 1 - Charles Coleman

3. Approval of minutes

[MIN-15:018](#)

Minutes for the Public Works Committee meeting on February 3, 2015

Attachments: [Minutes](#)

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

Aye: 5 - Gene Vance;Chris Moore;Mitch Johnson;Darrel Dover and Ann Williams

Absent: 1 - Charles Coleman

4. New Business

Ordinances To Be Introduced

[ORD-15:006](#)

AN ORDINANCE AMENDING CHAPTER 112 OF THE JONESBORO MUNICIPAL CODE

Sponsors: Engineering

Attachments: [Maintenance Assurance](#)

Chairman Street explained this will help with approving standard stormwater maintenance agreements. He further explained former City Attorney Phillip Crego's opinion was the city couldn't do this, but the current City Attorney, Carol Duncan, says the city can do this. This ordinance will allow approval of stormwater maintenance agreements to be done completely in-house. Chairman Street also asked that the ordinance be walked on to the Council agenda, read all three times and have the emergency clause read as well so it can be enacted immediately.

Councilman Vance stated he will make the motion to add it to the Council agenda for tonight, but he thinks the ordinance needs to read at two meetings and finish it in two weeks. He noted the item isn't controversial, but it is an ordinance so he thinks they owe it to the public to read it at two separate meetings. Councilman Dover agreed, stating it should be heard with two separate readings.

A motion was made by Councilman Gene Vance, seconded by Councilman Darrel Dover, 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 Ann Williams

Absent: 1 - Charles Coleman

Resolutions To Be Introduced

RES-15:007

A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR MAUDE BOYD MINOR PLAT, A COMMERCIAL DEVELOPMENT

Sponsors: Engineering and Planning

Attachments: [Maintenance Agreement Plat](#)

Councilman Dover clarified the resolution will be presented to Council at the next regularly scheduled meeting. Chairman Street agreed.

A motion was made by Councilman Mitch Johnson, seconded by Councilman Darrel Dover, 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 Ann Williams

Absent: 1 - Charles Coleman

5. Pending Items

6. Other Business

7. Public Comments

8. Adjournment

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

Aye: 5 - Gene Vance;Chris Moore;Mitch Johnson;Darrel Dover and Ann Williams

Absent: 1 - Charles Coleman



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-15:036 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 4/1/2015 **In control:** Public Works Council Committee
On agenda: **Final action:**
Title: Minutes for the special called Public Works Committee meeting on March 31, 2015
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 March 31, 2015



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Public Works Council Committee

Tuesday, March 31, 2015

5:00 PM

Municipal Center

Special Called Meeting

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

Mayor Perrin was also in attendance.

Present 6 - Gene Vance; John Street; Mitch Johnson; Darrel Dover; Charles Coleman and Ann Williams

Absent 1 - Chris Moore

3. New Business

Ordinances To Be Introduced

[ORD-15:017](#)

AN ORDINANCE TO MODIFY ARTICLE 1, SECTION 101-1 OF THE JONESBORO CODE OF ORDINANCES AND ADOPT THE FUTURE LAND USE PLAN FOR THE CITY OF JONESBORO, ARKANSAS BY REFERENCE AS RECOMMENDED BY THE METROPOLITAN AREA PLANNING COMMISSION FOR THE PURPOSE OF GUIDING THE GROWTH AND DEVELOPMENT OF THE CITY AS PART OF THE COMPREHENSIVE PLANNING PROCESS, AND DECLARING AN EMERGENCY TO CAUSE THE PLAN TO BECOME EFFECTIVE IMMEDIATELY UPON PASSAGE

Sponsors: Planning

Attachments: [Land Use Map](#)
[Land Use Plan Narrative](#)
[MAPC Record of Proceedings](#)
[Presentation](#)

City Planner Otis Spriggs noted the Land Use Plan as well as the Master Street Plan were unanimously approved by the Metropolitan Area Planning Commission. The public has had several opportunities for comment. The Land Use Committee looked at an area one mile outside of the city limits. They took the original map, looked at the various categories and determined there were too many categories. They decided to go with growth sectors, which situates land according to intensity as well as public facilities, infrastructure, flood plains, in addition to other issues, and it is based on land suitability.

Mr. Spriggs discussed the map. He explained the map is not regulatory, but is a tool to help recommend rezonings in the future. This does not change the use of anybody's property; rather, it just gives the city tools to help make decisions.

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: 5 - Gene Vance; Mitch Johnson; Darrel Dover; Charles Coleman and Ann Williams

Absent: 1 - Chris Moore

ORD-15:018

AN ORDINANCE AMENDING THE JONESBORO CODE OF ORDINANCES, AND ADOPTING THE CITY OF JONESBORO MASTER STREET PLAN; PROVIDING FOR AMENDMENTS OF ARTICLE III, CHAPTER 101, AND ADOPTING SUCH AMENDMENTS TO THE MASTER STREET PLAN BY REFERENCE AND ESTABLISHING AN EMERGENCY TO CAUSE THE PLAN TO BECOME EFFECTIVE IMMEDIATELY UPON PASSAGE

Sponsors: Engineering and Planning

Attachments: [Master Street Plan](#) [Master Street Plan Map With Aerial](#)
[Master Street Plan Map Without Aerial](#)
[Master Street Plan Narrative](#)
[MAPC Record of Proceedings](#)
[Presentation](#)

City Engineer Craig Light explained it shows the street network for the city. They started with the current classification of roadways and used that as a base. They looked at a grid system for future roadways. The Master Street Plan Map is essentially a right of way preservation map in that as land developments it helps the city determine what right of way and infrastructure should be needed in certain areas. He discussed the map. He noted one of the main differences is the inclusion of the Patrick Street as a major arterial. The committee discussed it at length as to how traffic should be flowed from north to south and decided to use Patrick Street.

Councilman Coleman stated a lot of properties on the north side of town that are in residential neighborhoods are listed as industrial. He asked what the process would be to rezone those properties. Mr. Spriggs stated a lot of the industrial designations in that area have been taken out. That area is now designated as a redevelopment cluster. He explained the property owners will need to rezone the property.

Mr. Spriggs noted there are recommendations in the back of the narratives that are areas each committee thought needed further study. The maps will be updated every other year in a staggered manner, so only one map will be updated at a time.

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: 5 - Gene Vance; Mitch Johnson; Darrel Dover; Charles Coleman and Ann Williams

Absent: 1 - Chris Moore

Resolutions To Be Introduced

RES-15:025

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND CITY CLERK TO PURCHASE PROPERTY LOCATED AT TRACT 2, HWY 351/AGGIE ROAD INTERSECTION (AHTD 100790 - TRACT 2), JONESBORO, ARKANSAS FOR THE PURPOSE OF INTERSECTION

IMPROVEMENTS

Sponsors: Engineering

Attachments: [Offer and Acceptance](#)

Chairman Street stated this property is related to the roundabout project on Aggie Road.

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

Aye: 5 - Gene Vance; Mitch Johnson; Darrel Dover; Charles Coleman and Ann Williams

Absent: 1 - Chris Moore

RES-15:028

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND CITY CLERK TO PURCHASE PROPERTY LOCATED AT TRACT 3, HWY 351/AGGIE ROAD INTERSECTION (AHTD 100790 - TRACT 3), JONESBORO, ARKANSAS FOR THE PURPOSE OF INTERSECTION IMPROVEMENTS

Sponsors: Engineering

Attachments: [Offer and Acceptance](#)

Chairman Street stated this is also related to the roundabout project on Aggie Road.

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

Aye: 5 - Gene Vance; Mitch Johnson; Darrel Dover; Charles Coleman and Ann Williams

Absent: 1 - Chris Moore

RES-15:040

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH LAKESIDE CONTRACTORS, LLC FOR THE CARAWAY ROAD BRIDGE REPLACEMENT OVER HIGGINBOTTOM CREEK PROJECT - 2015:12

Sponsors: Engineering

Attachments: [Contract Documents 2015 12](#)
[Bid Tab](#)

Chairman Street explained this is for the Caraway Road extension from Parker Road to Latourette.

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

Aye: 5 - Gene Vance; Mitch Johnson; Darrel Dover; Charles Coleman and Ann Williams

Absent: 1 - Chris Moore

RES-15:041

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO,

ARKANSAS AUTHORIZING THE MAYOR AND CITY CLERK TO PURCHASE PROPERTY LOCATED AT TRACT 4, HWY 351/AGGIE ROAD INTERSECTION (AHTD 100790 - TRACT 4), JONESBORO, ARKANSAS FOR THE PURPOSE OF INTERSECTION IMPROVEMENTS

Sponsors: Engineering

Attachments: [AHTD - Tract 4 offer and acceptance](#)

A motion was made by Councilman Darrel Dover, seconded by Councilman Gene Vance, that this matter be Withdrawn . The motion PASSED with the following vote:

Aye: 5 - Gene Vance; Mitch Johnson; Darrel Dover; Charles Coleman and Ann Williams

Absent: 1 - Chris Moore

4. Public Comments

5. Adjournment

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

Aye: 5 - Gene Vance; Mitch Johnson; Darrel Dover; Charles Coleman and Ann Williams

Absent: 1 - Chris Moore



Legislation Details (With Text)

File #:	RES-15:020	Version:	1	Name:	Maintenance agreement for stormwater facilities for Brookstone Subdivision, Phase 4B
Type:	Resolution	Status:			To Be Introduced
File created:	2/27/2015	In control:			Public Works Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR BROOKSTONE SUBDIVISION PHASE 4B, A RESIDENTAL SUBDIVISION				
Sponsors:	Engineering				
Indexes:	Contract				
Code sections:					
Attachments:	Maintenance Agreement Plat				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR BROOKSTONE SUBDIVISION PHASE 4B, A RESIDENTAL 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, Kensington Development Corporation has submitted a Maintenance Agreement for Stormwater Management Facilities for Brookstone Subdivision Phase 4B;

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 Kensington Development Corporation for Brookstone Subdivision Phase 4B 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: Brookstone Subdivision Phase 4-B
Project Address: Whitestone Drive & Copperstone Drive
Owner(s): Jim Abel – Kensington Development Corp
Owner Address: 2412 Pebble Creek Place
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 Kensington Development, 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 Brookstone Subdivision Phase 4-B 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:	Jim Abel Printed Name	 Signature	2-26-15 Date
Owner/Agent:	 Printed Name	 Signature	 Date

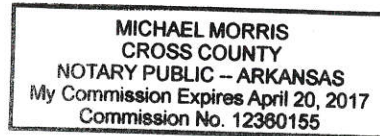
STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day before me, the undersigned officer, personally appeared JIM ABEL, 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 26 day of FEB, 2015.

MICHAEL MORRIS
Notary Public (Printed Name)

Michael Morris
Notary Public (Signature)



My Commission Expires: _____

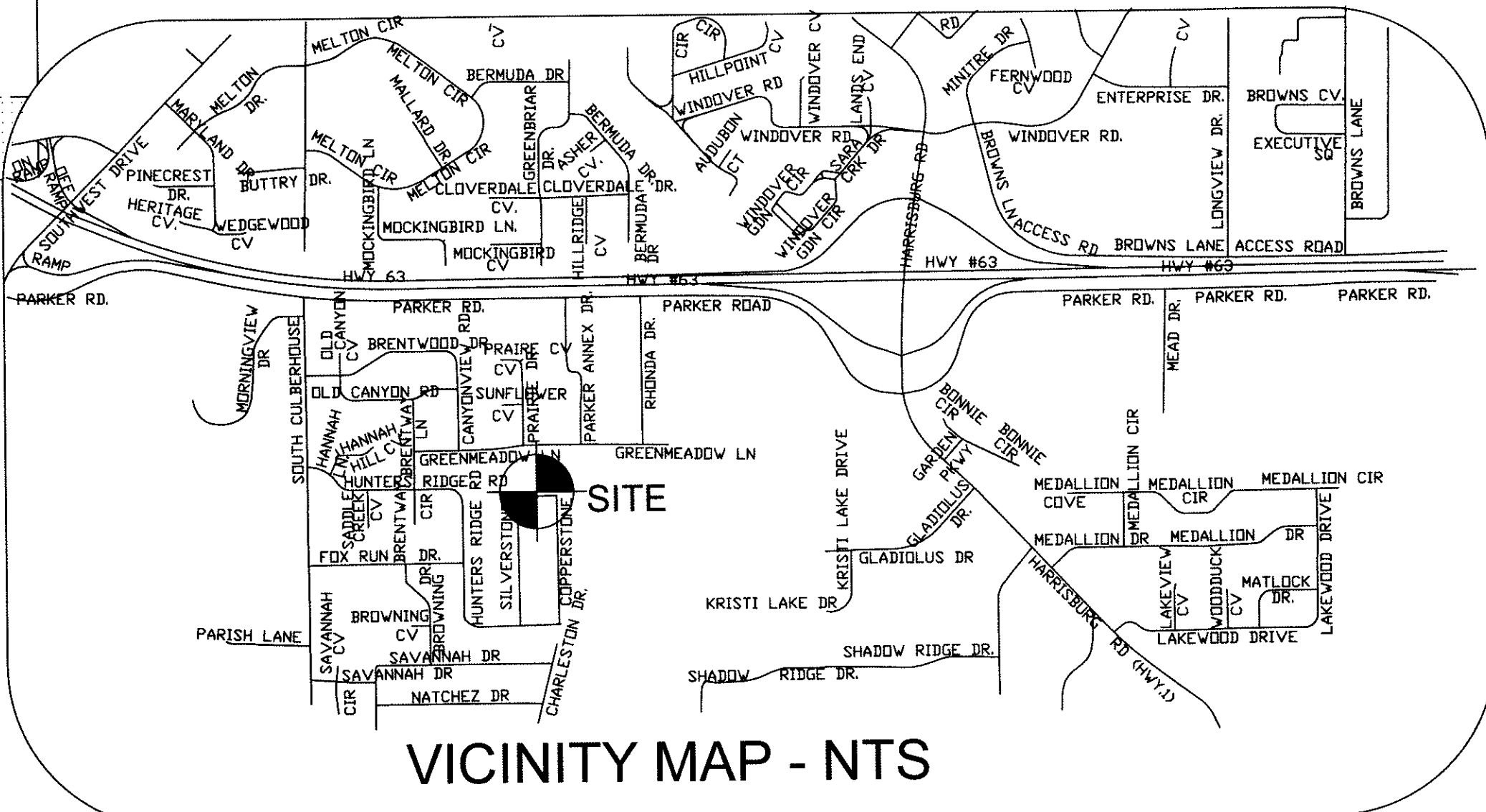
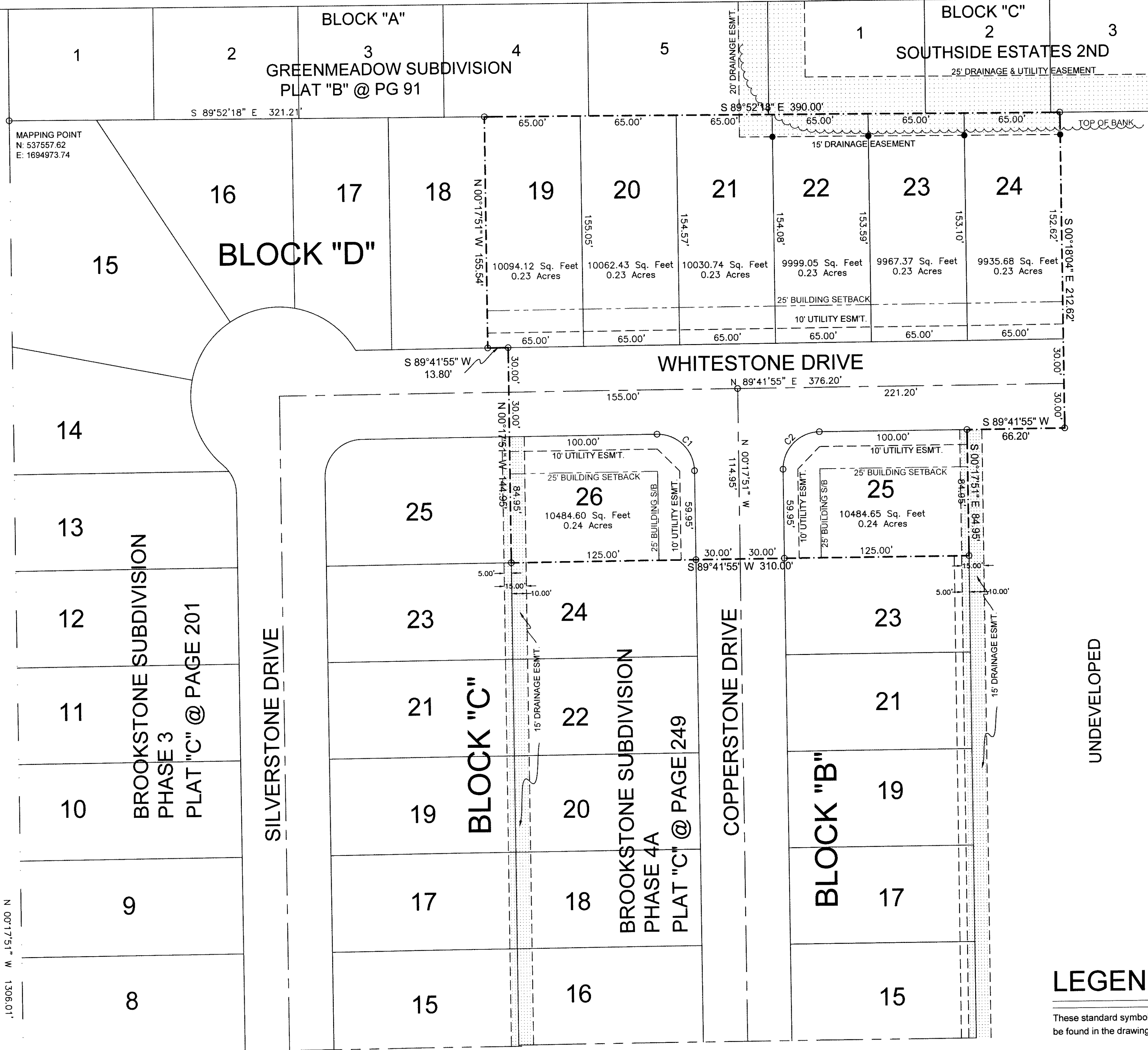
Accepted by:

Mayor

Date

City Clerk

Date



DESCRIPTION:
 A PART OF THE NORTH HALF OF SECTION 31, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 Commencing at the Center of said Section 31; thence South 89°47'36" West 540.96 feet to the center of an existing ditch, said point being the Southeast corner of Brookstone Subdivision, Phase 1; thence continue South 89°47'36" West 768.35 feet along the South line of Brookstone Subdivision, Phase 1 to the Southwest corner of Brookstone Subdivision, Phase 1; thence North 00°17'51" West 1306.01 feet along the West line of aforesaid Phase 1; thence South 89°52'18" East 321.21 feet to the point of beginning proper;
 thence continue South 89°52'18" East 390.00 feet; thence South 00°18'04" East 212.62 feet; thence South 89°41'55" West 86.20 feet; thence South 00°17'51" East 84.95 feet; thence South 89°41'55" West 310.00 feet; thence North 00°17'51" West 144.95 feet; thence South 89°41'55" West 13.80 feet; thence North 00°17'51" West 155.54 feet to the point of beginning proper, having an area of 108995.79 square feet, 2.50 acres more or less and being subject to all public and private roads and easements.

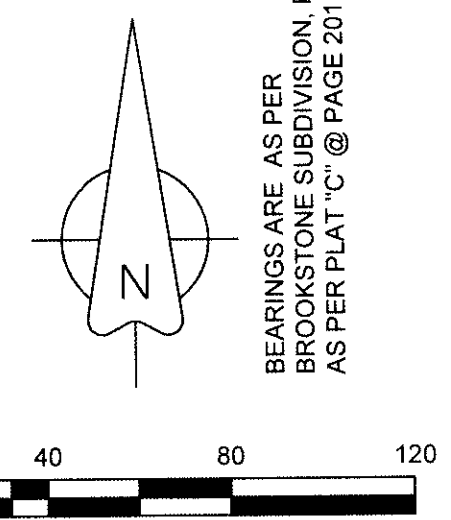
OWNER CERTIFICATION:
 WE HEREBY CERTIFY THAT WE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT WE ADOPT THE PLAN OF THE SUBDIVISION AND DEDICATED PERPETUAL USE OF ALL STREETS AND EASEMENTS AS NOTED.

JIM ABEL _____

SURVEYOR'S CERTIFICATION:
 THIS IS TO CERTIFY I HAVE ON THIS DATE SURVEYED THE ABOVE DESCRIBED PROPERTY IN ACCORDANCE WITH MONUMENTS FOUND THIS PLAT CONFORMS TO THAT SURVEYED.
 H&S HIME PROFESSIONAL SURVEYING SERVICES
 2619 CARAWAY RD. STE. "D"
 JONESBORO, ARKANSAS 72401

LEGEND

- POWER POLE
- REBAR FOUND
- ⊙ PK NAIL SET
- AS NOTED
- FENCE
- SET 1/2" REBAR/ WITH CAP
- ▲ HIGHWAY CONC. R/W MARKER
- HIGHWAY RIGHT WAY
- 1488 DENOTES STREET ADDRESSES



DATE: 11/26/15
 Jonesboro
 PLAT # PP-15-01
 CITY PLANNER
 CITY ENGINEER
 CITY SURVEYOR
 CITY WATER & LIGHT

**BROOKSTONE SUBDIVISION PHASE 2
 PLAT "C" @ PAGE 197**

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT
C1	90°00'14"	25.00'	39.27'	N 45°17'58" W	35.36'	25.00'
C2	89°59'46"	25.00'	39.27'	S 44°42'02" W	35.35'	25.00'

FLOOD INSURANCE NOTE: By graphics plotting only, this property is in ZONE X of the Flood Insurance Rate Map, Community Panel No. 05031C0150 effective date of SEPT. 27, 1991. Exact designations can only be determined by an Elevation Certificate. Based on the above information, this property IS NOT in a Special Flood Hazard Area.

BUILDING SETBACK
 25' FRONT AND REAR SETBACK
 7.5' SIDE YARD SETBACK

SOUTHWEST CORNER
 BROOKSTONE SUBDIVISION
 PHASE 1

SOUTHEAST CORNER
 BROOKSTONE SUBDIVISION
 PHASE 1

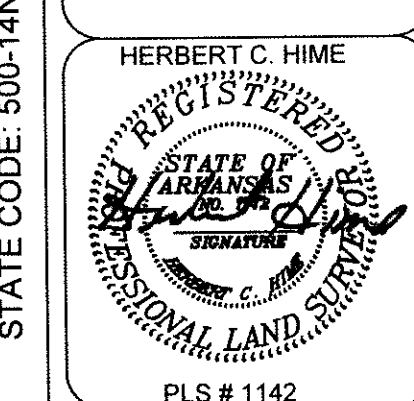
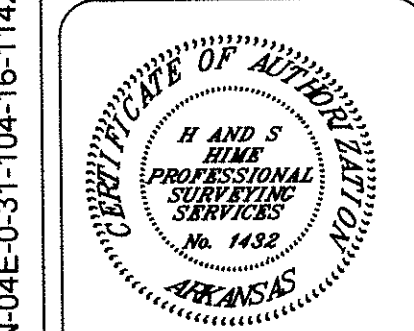
CENTER OF SECTION 31,
 TOWNSHIP 14 NORTH, RANGE 4 EAST
 (1.9 X 1.9' BRICK COLUMN)

STATE CODE: 500-14N-04E-0-31-104-16-1142

RECORD PLAT

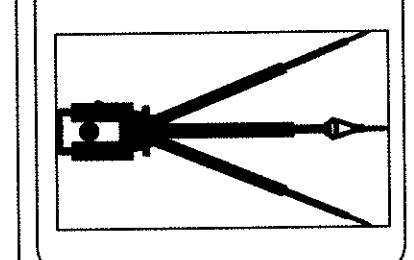
**BROOKSTONE SUBDIVISION
 PHASE 4-B
 JONESBORO, ARKANSAS**

DATE: 11-26-2014
 REV.
 CLIENT: JIM ABEL
 DRAWN BY: H. HIME



**H&S HIME PROFESSIONAL
 SURVEYING SERVICES**

PHONE: 870-972-1288
 2619 SO. CARAWAY RD. STE. "D"
 JONESBORO, ARKANSAS 72401
 FAX: 870-972-1011
 hshime_batch@yahoo.com





Legislation Details (With Text)

File #:	RES-15:030	Version:	1	Name:	Maintenance agreement for stormwater facilities for Airgas USA
Type:	Resolution	Status:			To Be Introduced
File created:	3/13/2015	In control:			Public Works Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR AIRGAS USA, LLC, A COMMERCIAL DEVELOPMENT				
Sponsors:	Engineering				
Indexes:	Contract				
Code sections:					
Attachments:	Maintenance Agreement Plat				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR AIRGAS USA, LLC, A COMMERCIAL DEVELOPMENT

WHEREAS, the Section 112-157 of the Jonesboro Municipal code requires a maintenance agreement assuring perpetual maintenance of Stormwater Management Improvements and drainage easements to be dedicated to the City be agreed upon by the City and the developer prior to final plat approval;

WHEREAS, Airgas USA, LLC has submitted a Maintenance Agreement for Stormwater Management Facilities for Airgas USA, LLC Replat of Part of Revised Replat of Lot 1 of O.C. Boyd Subdivision of Part of the Southwest Quarter of the Southeast Quarter of Section 27, Township 14 North, Range 4 East, Jonesboro, Arkansas;

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 Airgas USA, LLC for Airgas USA, LLC Replat of Part of Revised Replat of Lot 1 of O.C. Boyd Subdivision of Part of the Southwest Quarter of the Southeast Quarter of Section 27, Township 14 North, Range 4 East, Jonesboro, Arkansas 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
AIRGAS USA, LLC - PAGE 1 OF 4**

Property Identification

Project Name: Airgas USA, LLC
Project Address: 4206 Access Road, Jonesboro, AR 72401
Owner(s): Airgas USA, LLC
Owner Address: 110 West 7th Street, Suite 1400
City: Tulsa **State:** OK **Zip Code:** 74119

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 Airgas USA, 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 or easement (the "Plat" or "Easement") for Airgas USA, LLC Replat of Part of Revised Replat of Lot 1 of O.C. Boyd Subdivision of Part of the Southwest Quarter of the Southeast Quarter of Section 27, Township 14 North, Range 4 East, Jonesboro, Arkansas, as recorded in the records of Craighead County, Arkansas.

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

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

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

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

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

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

**MAINTENANCE AGREEMENT
FOR STORMWATER MANAGEMENT FACILITIES
AIRGAS USA, LLC - PAGE 2 OF 4**

1. The on-site stormwater runoff management facilities shall be constructed by the Developer, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Developer, its successors and assigns, including any property owners' association or homeowners' association, shall adequately maintain the on-site stormwater runoff management facilities.
3. The Developer, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property to inspect and perform long-term maintenance of the on-site stormwater runoff management facilities whenever the City deems necessary.
4. In the event the Developer, its successors and assigns, fails to adequately maintain the stormwater runoff management facilities, the City may enter upon the Property upon thirty (30) days written notification or earlier, if deemed an emergency, and take whatever steps necessary to correct the deficiencies and charge the costs of such corrective action to the Developer, its successors and assigns. The Developer, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City including all labor, equipment, supplies, materials, and the like. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Developer outside of the easement for the on-site stormwater runoff management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this agreement be construed to impose any such obligation on the City.
5. This agreement shall be recorded among the land records of Craighead County, Arkansas and shall constitute a covenant running with the land, and shall be binding on the Developer, its administrators, executors, assigns, heirs and any other successors in interests, including any property owners' association or homeowners' association.
6. This Agreement is binding upon and inures to the benefit of the City, and the Developer, the Developer's successors and assigns, any property owners' association or homeowners' association created which pertains to all or any part of the property and any individual lot owner who has purchased all or any part of the property referred to in this Agreement. The terms of this Agreement are enforceable on all of the above parties.
7. In the event any party to this Maintenance Agreement must employ a lawyer to enforce the terms and obligations set out in this Agreement and litigation ensue, the prevailing party, as determined under Arkansas Law, shall be entitled to recover not only court costs as defined under Arkansas Law but all costs of litigation, including a reasonable attorney's fee.
8. This Agreement is the complete agreement and understanding between the parties who have executed this Agreement. There are no other agreements, either oral or written. All prior or contemporaneous statements, representations, or guarantees are declared void. This Agreement may be amended only by a written document signed by all parties.

**MAINTENANCE AGREEMENT
FOR STORMWATER MANAGEMENT FACILITIES
AIRGAS USA, LLC - PAGE 3 OF 4**

Owner/Agent: Mr. Paul Fitzgerald
Central Division V.P. & C.F.O.
Airgas USA, LLC
Printed Name


Signature

1-8-2015
Date

**MAINTENANCE AGREEMENT
FOR STORMWATER MANAGEMENT FACILITIES
AIRGAS USA, LLC - PAGE 4 OF 4**

STATE OF OKLAHOMA
COUNTY OF TULSA

On this day before me, the undersigned officer, personally appeared Mr. Paul Fitzgerald, V.P. of Airgas, 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.

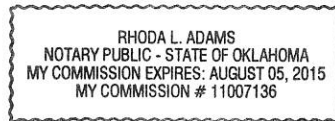
WITNESS my hand and seal this 8th day of January, 2015.

Rhoda L Adams

Notary Public (Printed Name)

Rhoda L Adams

Notary Public (Signature)



My Commission Expires: August 5, 2015

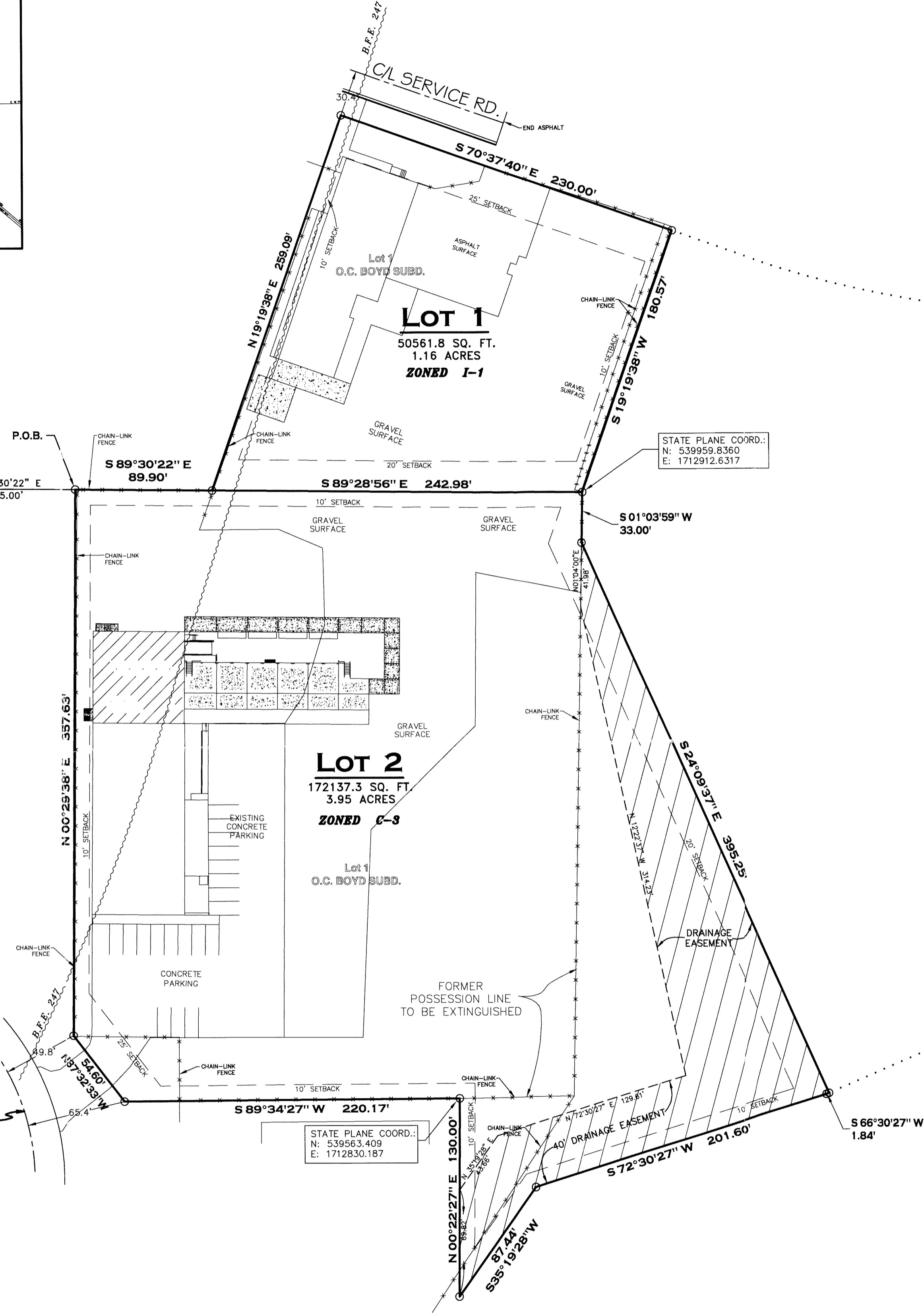
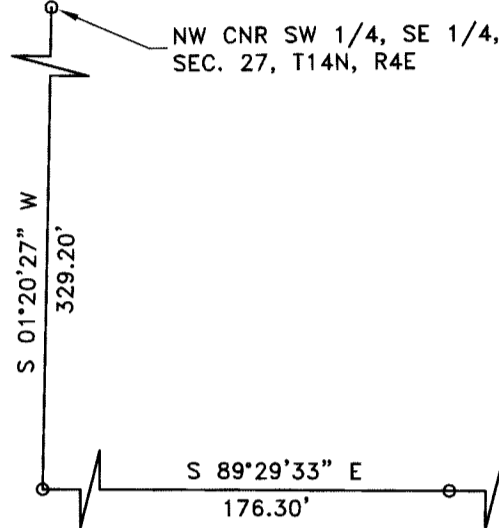
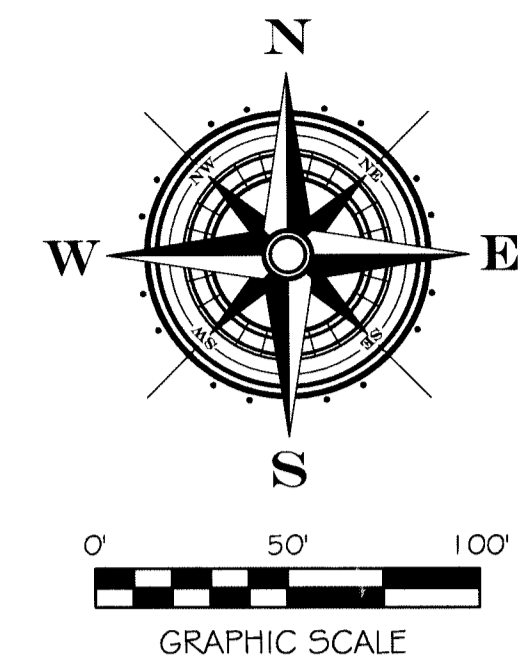
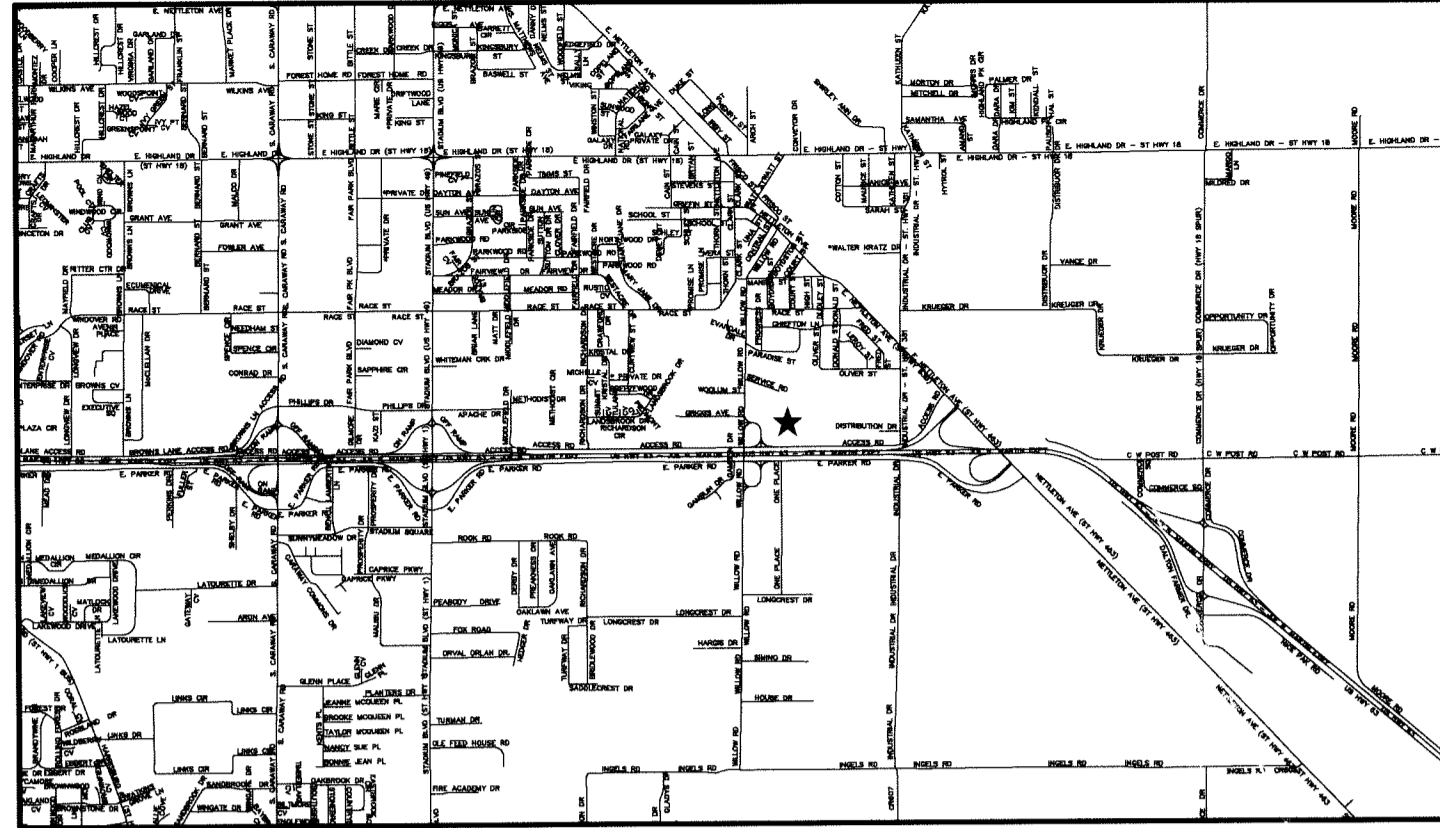
Accepted by:

Mayor

Date

City Clerk

Date



NOTES:

- 1) ALL BEARINGS ARE BASED ON ARKANSAS NORTH STATE PLANE COORDINATE SYSTEM. THIS BEARING SYSTEM IS A REQUIREMENT OF THE CITY OF JONESBORO. THIS BEARING SYSTEM CREATES A ROTATION BETWEEN THIS DATUM AND PREVIOUS SURVEYS. THE PARCEL SHOWN IS INTENDED TO BE ADJACENT TO AND CONTIGUOUS WITH PREVIOUSLY ACQUIRED PARCEL TO THE WEST OF THE PARCEL SHOWN.
- 2) THE CLOSURE PRECISION OF THE PLAT IS IN EXCESS OF 1" IN 300,000'.
- 3) THE RESEARCH COMPLETED FOR THIS SURVEY INCLUDES LEGAL OF A LARGER TRACT AND PREVIOUS SURVEYS.
- 4) ALL CORNER MONUMENTS SET ARE 3/8" REBAR, UNLESS OTHERWISE NOTED ON THE PLAT.
- 5) FLOOD PLAIN: THIS TRACT DOES LIE WITHIN THE 100-YR FLOOD PLAIN PER FLOOD INSURANCE RATE MAP OF CRAIGHEAD CO., AR, AND INCORPORATED AREAS, COMMUNITY PLANEL NO. 05031C0132 C, DATED 09/27/91.

AIRGAS USA, LLC REPLAT
OF
PT. REVISED REPLAT OF LOT 1 OF
O. C. BOYD SUBDIVISION
OF PT. SW 1/4, SE 1/4, SEC. 27, T14N, R4E
JONESBORO, ARKANSAS

LEGAL DESCRIPTION:

A part of Lot 1 of Revised Replat of Lot 1 of O. C. Boyd Subdivision of part of the the Southeast Quarter of Section 27, Township 14 North, Range 4 East, Jonesboro, Craighead County, Arkansas, more particularly described as follows:
From the Northwest Corner of the Southwest Quarter of the Southeast Quarter of said Section 27,
run S01°20'27"W a distance of 329.20 ft to a point;
thence run S89°29'33"E a distance of 176.30 ft to a point;
thence run S89°30'22"E a distance of 135.00 ft to a point, said point being the POINT OF BEGINNING;
thence continue S89°30'22"E a distance of 89.90 ft. to a point;
thence N19°19'38"E a distance of 259.09 ft. to a point on the Southerly right of way line of a Service Road;
thence S70°37'40"E along said service road right of way line a distance of 230.00 ft. to a point;
thence leaving said service road right of way line, run S19°19'33"W a distance of 180.57 ft. to a point;
thence S01°03'59"W a distance of 33.00 ft. to a point;
thence S24°09'37"E a distance of 395.25 ft. to a point on the centerline of an existing ditch;
thence S66°30'27"W along said ditch centerline, a distance of 1.84 ft. to a point;
thence S72°30'27"W along said ditch centerline, a distance of 201.60 ft. to a point;
thence S35°19'28"W along said ditch centerline, a distance of 87.44 ft. to a point;
thence leaving said ditch centerline,
run N00°22'27"E a distance of 130.00 ft. to a point;
thence S89°34'27"W a distance of 220.17 ft. to a point on right of way line of Service Road
for U.S. Highway No. 63-Bypass;
thence N37°32'33"W along said service road right of way line a distance of 54.60 ft. to a point;
thence leaving said right of way line,
run N00°29'38"E a distance of 357.63 ft. to a point, said point being the POINT OF BEGINNING;
containing 5.11 acres.

CERTIFICATE OF OWNERSHIP:

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

Paul Fitzgerald
Paul Fitzgerald
Central Division V.P. & C.F.O.
Airgas USA, LLC

CERTIFICATE OF SURVEY:

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

Date	12-19-14	Scale	1"=50'	Job No.	110026	Sheet No.	1 of 1
Section	27	Township	14N	Range	04E	County	CRAIGHEAD
Drafter	By: RE	Checked by:	RE	CIVILOGIC			

REVISED 2-3-15: TYPOGRAPHICAL ERROR IN LEGAL DESCRIPTION

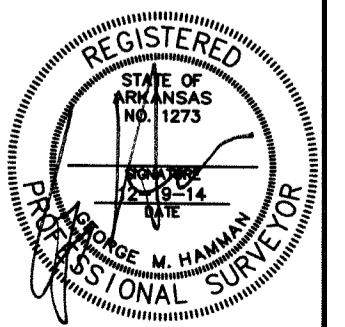
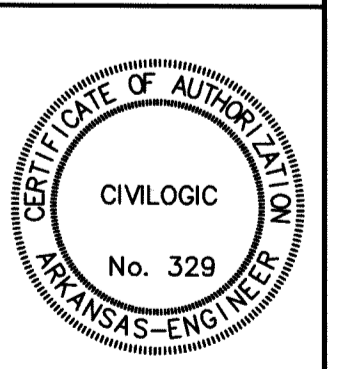
PLANNERS

ENGINEERS

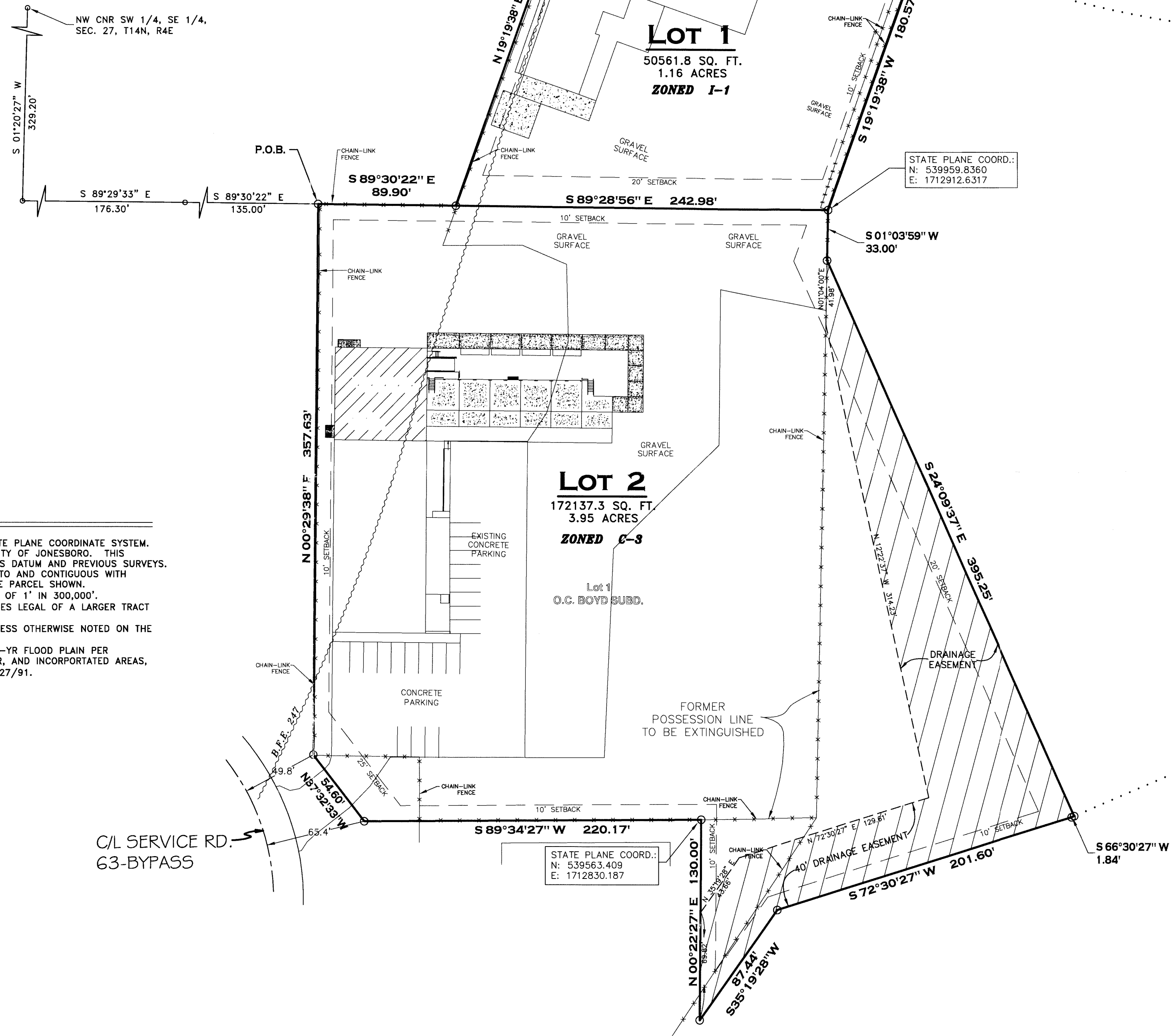
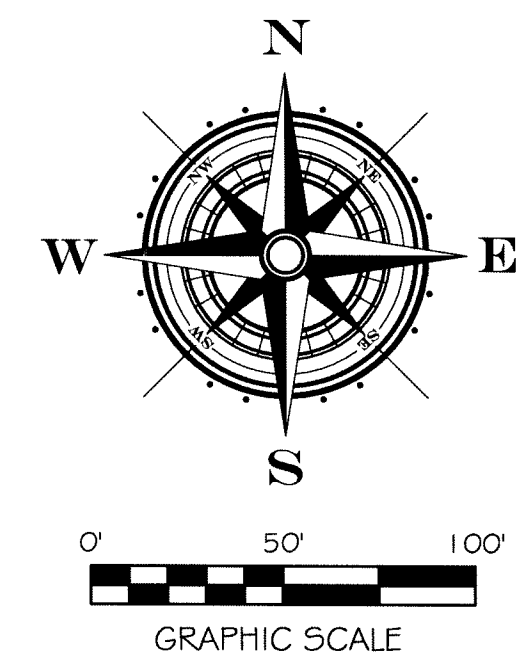
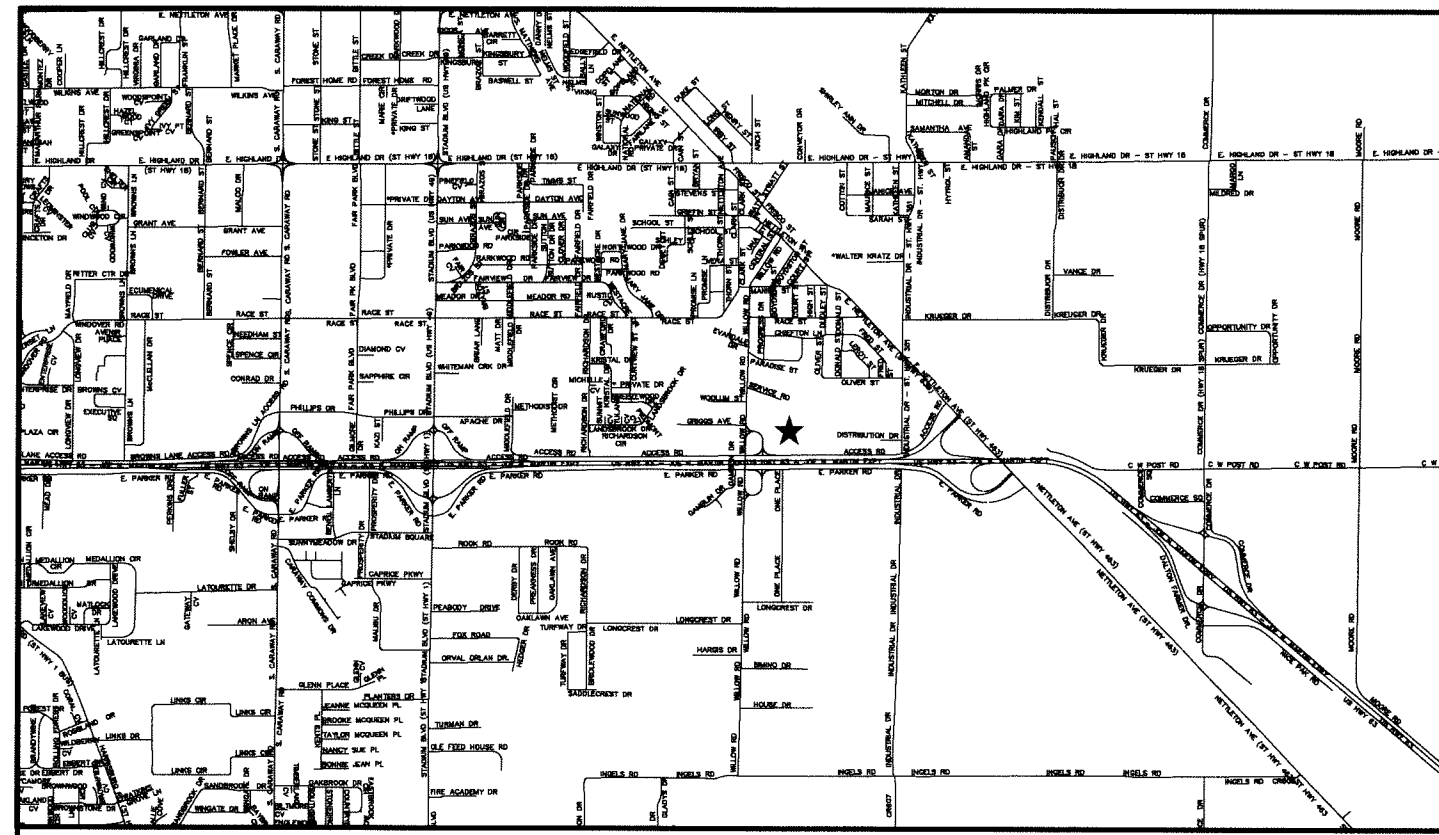
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REPLAT
OF PART OF O. C. BOYD SUBD.
FOR
AIRGAS USA, LLC
4206 ACCESS RD.
JONESBORO, ARKANSAS



City of Jonesboro	DATE	3/12/15
CITY PLANNER	FILE #	2215-10
CITY ENGINEER		
CITY SURVEYOR		
CITY WATER & LIGHT		



NOTES:

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 OF
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 JONESBORO, ARKANSAS

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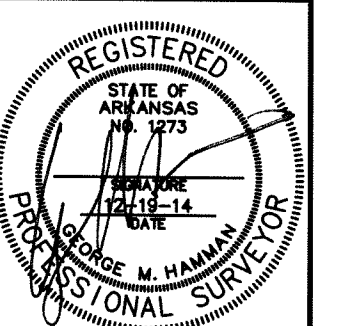
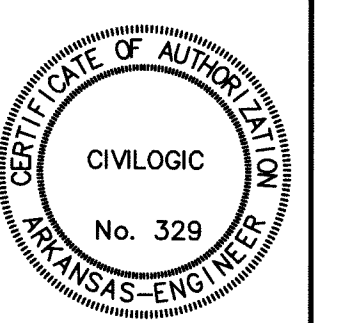
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 containing 5.11 acres.

City of Jonesboro DATE 3/2/15
 CITY PLANNER FILE # RP15-10
 CITY ENGINEER
 CITY SURVEYOR
 CITY WATER & LIGHT

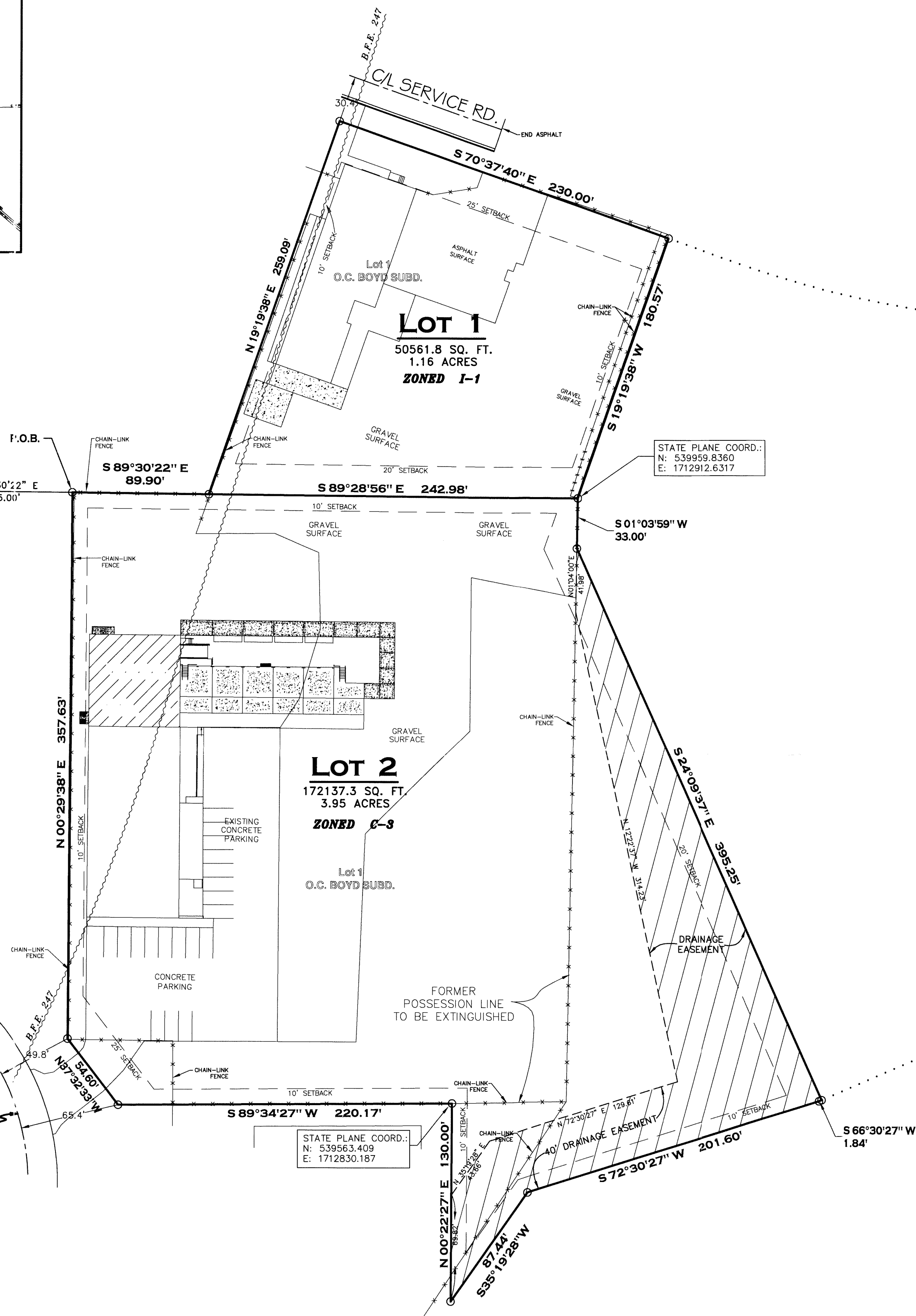
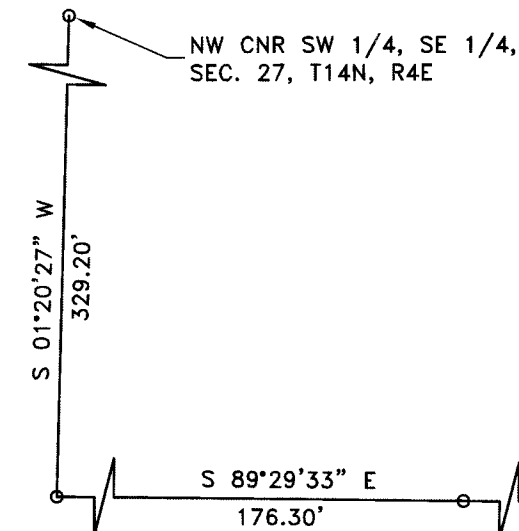
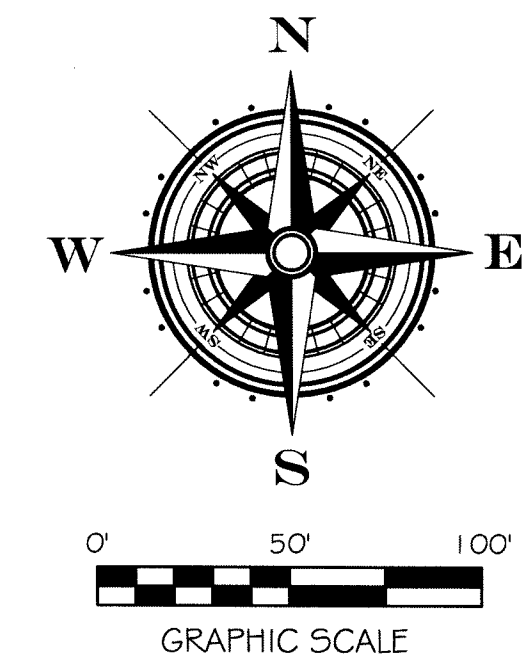
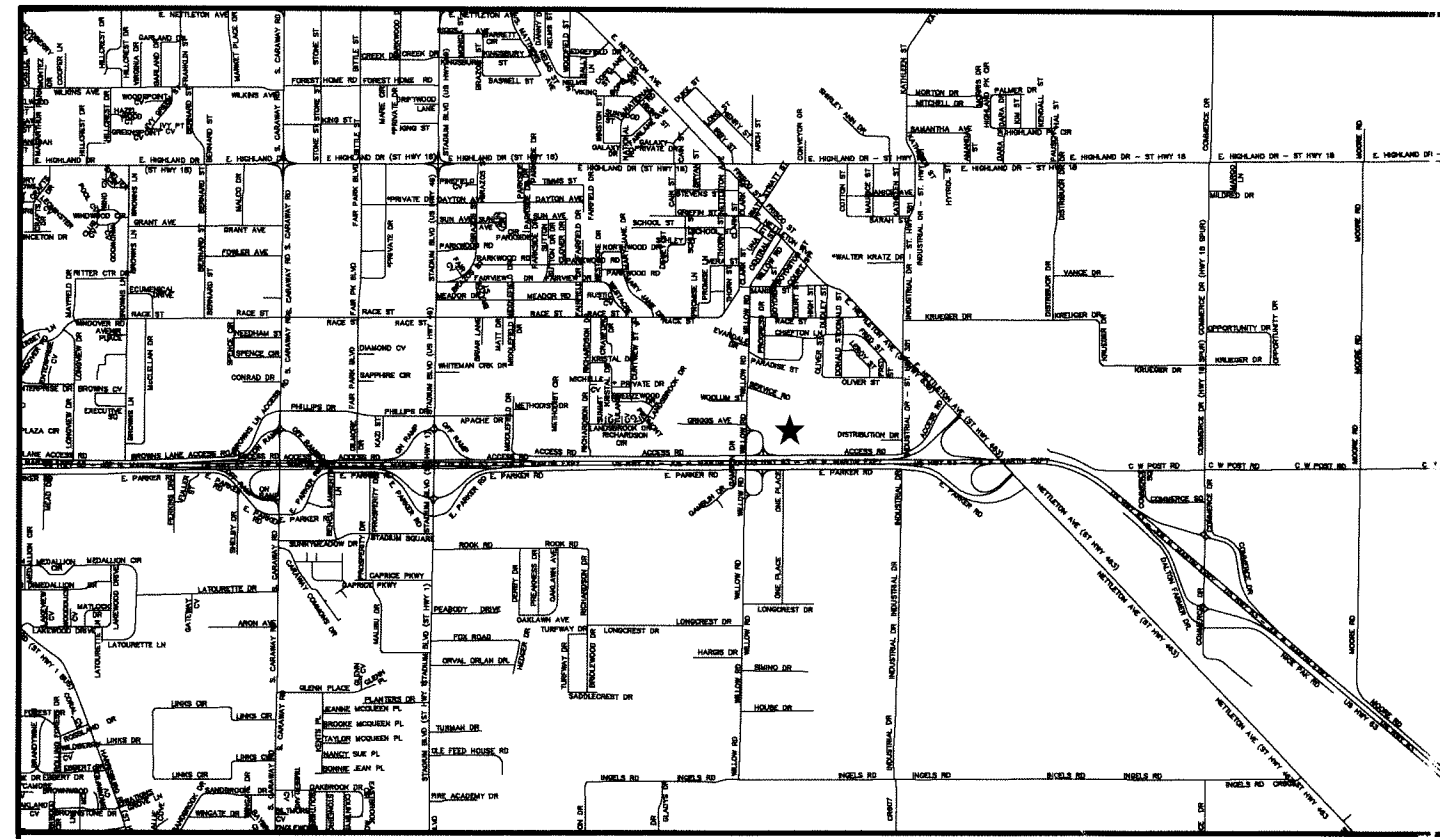
REVISED 2-3-15: TYPOGRAPHICAL ERROR IN LEGAL DESCRIPTION		Job No.	110026	Sheet No.	1 of 1
Date	12-19-14	Scale	1" = 50'	County	CRAIGHEAD
Section	27	Township	14N	Range	04E
Draughtsman	By: RE	Checked by:	GH	any copies with these changes should be discarded and original copies retained	

PLANNERS
Civilogic
 ENGINEERS

REPLAT
 OF PART OF O. C. BOYD SUBD.
 FOR
 AIRGAS USA, LLC
 4206 ACCESS RD.
 JONESBORO, ARKANSAS



JOB NO.: 110026
 SHEET NUMBER



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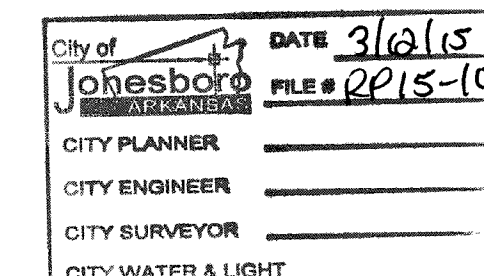
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 O. C. BOYD SUBDIVISION
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REVISED 2-3-15: TYPOGRAPHICAL ERROR IN LEGAL DESCRIPTION

DATE	SCALE	JOB NO.	SHEET NO.
12-19-14	1"=50'	110026	1 of 1

Section: Township Range County
 27 14N 04E CRAIGHEAD

Drawn By: RE Checked by: GH

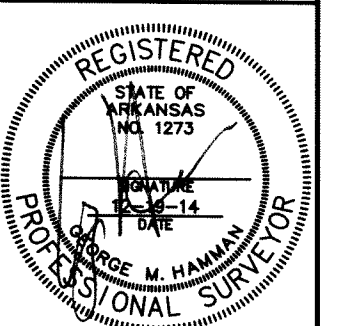
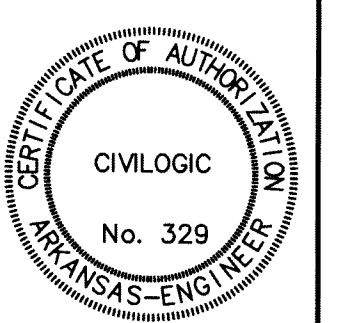
ONLY COPIES WITH THESE COLORS SIGNATURE ARE ORIGINAL CONTRACT COPIES

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REPLAT
 OF PART OF O. C. BOYD SUBD.
 FOR
 AIRGAS USA, LLC
 4206 ACCESS RD.
 JONESBORO, ARKANSAS

Civilogic



JOB NO.: 110026
 SHEET NUMBER



Legislation Details (With Text)

File #:	RES-15:039	Version:	1	Name:	Maintenance agreement for stormwater facilities for Nix Parker Road Addition
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	3/19/2015	In control:		In control:	Public Works Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR NIX PARKER ROAD ADDITION, A COMMERCIAL SUBDIVISION				
Sponsors:	Engineering				
Indexes:	Contract				
Code sections:					
Attachments:	Maintenance Agreement Plat				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR NIX PARKER ROAD ADDITION, A COMMERCIAL 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, Nix Development, LLC has submitted a Maintenance Agreement for Stormwater Management Facilities for Nix Parker Road Addition;

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 Nix Development, LLC for Nix Parker Road Addition 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: Nix Parker Road Addition
Project Address: 325 West Parker Road
Owner(s): Nix Development, LLC.
Owner Address: 2532 Alexander Drive, Suite A
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 **Nix 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 **Nix Parker Road Addition** 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.

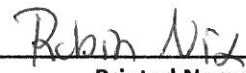
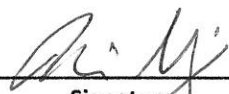
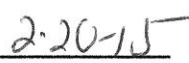
WHEREAS, the City of Jonesboro shall be responsible, after construction and final acceptance of the development, for the operation and long-term maintenance of all drainage structures and improved watercourses which are part of the City of Jonesboro Stormwater Management System, are within a dedicated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

COUNTY OF CRAIGHEAD

On this day before me, the undersigned officer, personally appeared Robin Nix, 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 20 day of February, 2015.

Michael A Boggs
Notary Public (Printed Name)

[Signature]
Notary Public (Signature)



My Commission Expires: 1-1-25

Accepted by:

Mayor

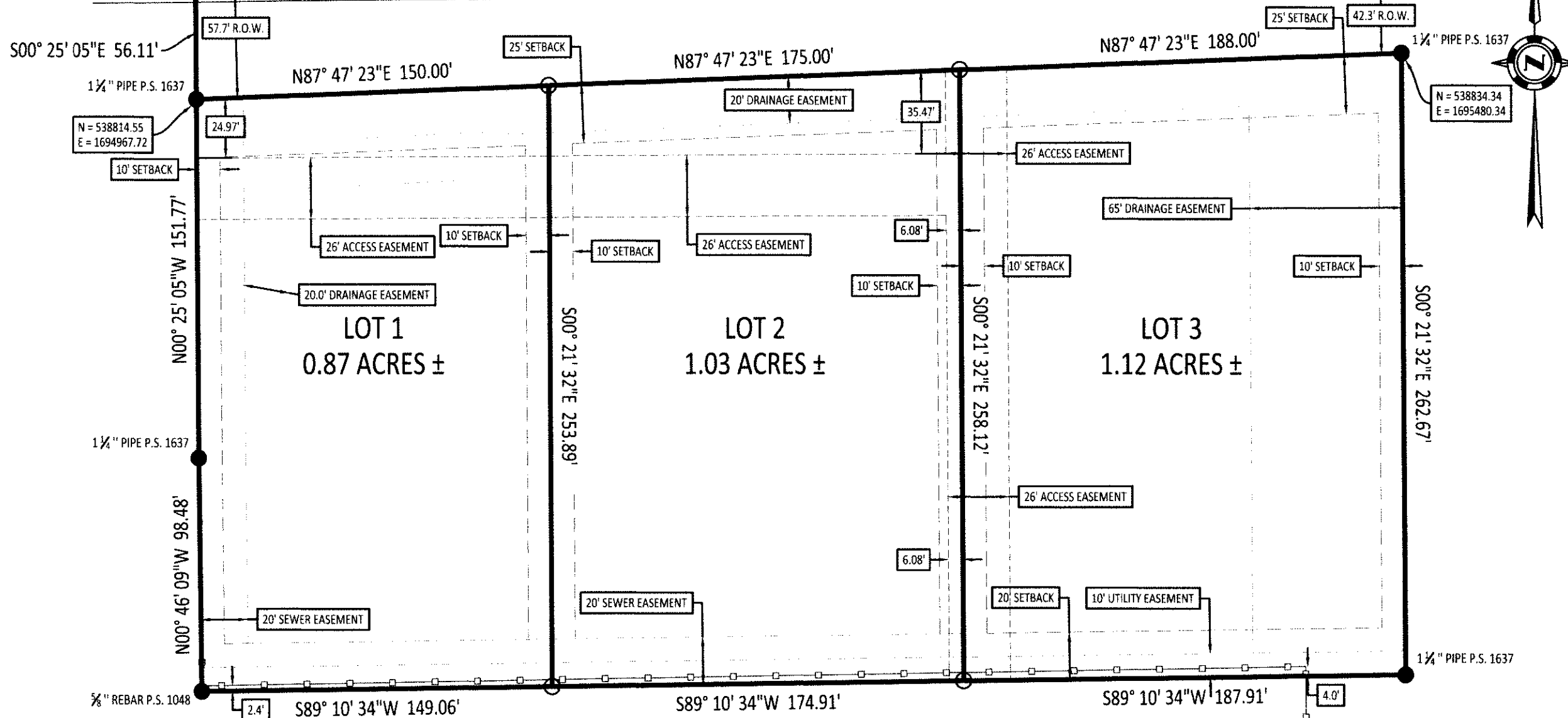
Date

City Clerk

Date

POINT OF BEGINNING:

NE COR. NE 1/4, NW 1/4,
SEC. 31, T14N, R4E



SURVEYOR'S NOTES

1. BASIS OF BEARINGS: ARKANSAS STATE PLANE, NORTH ZONE(0301).
2. REFERENCE DOCUMENTS USED IN THIS SURVEY:
 - AHTD RIGHT OF WAY PLANS, JOB R00061.
 - REPLAT OF A REPLAT OF HUNTER PROPERTIES OF LOTS 1, 2, 3, AND 4 OF HUNTER PROPERTIES BY HERBERT HIME PS 1142 DATED 01/17/93.
 - BOUNDARY AND TOPOGRAPHIC SURVEY BY KEVIN SCRAPE PS 1637 DATED 04/15/13.
3. ALL MONUMENTS SET ARE 1/2" REBAR WITH BLUE PLASTIC CAP STAMPED BEARD PS 1691, UNLESS OTHERWISE NOTED.
4. SUBJECT PROPERTY IS ZONED AS C-3, GENERAL COMMERCIAL DISTRICT.
5. THERE HAS BEEN NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE TITLE SEARCH MAY DISCLOSE.

CERTIFICATE OF REPLAT

I, JASON D. BEARD, PROFESSIONAL LAND SURVEYOR NO. 1691, DO HEREBY CERTIFY THAT A SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THIS PLAT ACCURATELY REFLECTS MONUMENTS, BOTH FOUND AND SET, TO THE BEST OF MY KNOWLEDGE AND ABILITY.

LOT 3 OF THE REPLAT OF LOT 3 OF A REPLAT OF HUNTER PROPERTIES OF LOTS 1, 2, 3, AND 4 OF HUNTER PROPERTIES.

SAID REPLAT SHALL BE DESIGNATED AND REFERRED TO AS:

NIX PARKER ROAD ADDITION

TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS.

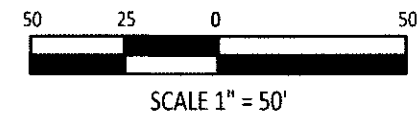
03/19/15
HP 15-13

CITY PLANNER _____
 CITY ENGINEER _____
 CITY SUPERVISOR _____
 CITY WATER & LIGHT _____

OWNERS CERTIFICATION

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, THAT WE ADOPT THE PLAN OF SUBDIVISION AND DEDICATE PERPETUAL USE OF STREETS AND EASEMENTS NOTED.

Alc My



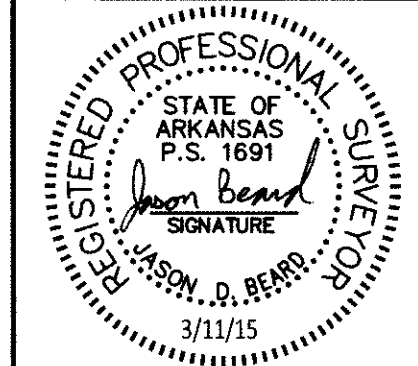
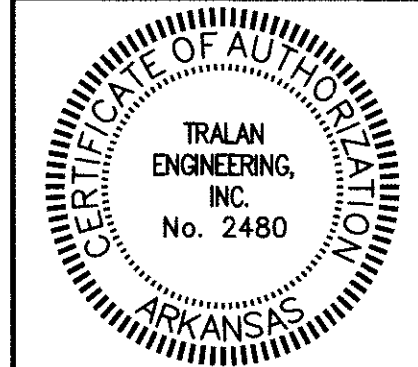
LEGEND

- FOUND MONUMENT
- SET MONUMENT
- △ CALCULATED (NOT SET)
- ⊠ WOOD PRIVACY FENCE

NIX PARKER ROAD ADDITION

CLIENT:
NIX DEVELOPMENT LLC

COMPANY INFO:
2916 WOOD STREET
JONESBORO, AR 72404
PH: 1-870-203-9939
WWW.TRALANENG.COM



DRAWING INFO			
DRAWN BY:	JDB	SCALE:	1" = 50'
DATE:	3/11/2015	JOB NO.:	15-031

NIX PARKER ROAD ADDITION

SHEET NUMBER:
1 of **1**



Legislation Details (With Text)

File #:	RES-15:051	Version:	1	Name:	Purchase order to Synder Environmental for asbestos abatement
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	3/30/2015	In control:		In control:	Public Works Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ISSUE A PURCHASE ORDER TO SYNDER ENVIRONMENTAL & CONSTRUCTION, INC. FOR ASBESTOS ABATEMENT OF STRUCTURES LOCATED 1020 AND 1229 AGGIE ROAD (2015:16)				
Sponsors:	Engineering				
Indexes:	Contract				
Code sections:					
Attachments:	Bid - Abatement Bid Tab - Abatement				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ISSUE A PURCHASE ORDER TO SYNDER ENVIRONMENTAL & CONSTRUCTION, INC. FOR ASBESTOS ABATEMENT OF STRUCTURES LOCATED 1020 AND 1229 AGGIE ROAD (2015:16)

WHEREAS, the City of Jonesboro has desires to accept the low bid and issue a purchase order for asbestos abatement of structures located at 1020 and 1229 Aggie Road;

WHEREAS, the low bidder and the firm selected for the asbestos abatement of structures located at 1020 and 1229 Aggie Road is Synder Environmental & Construction, Inc.;

WHEREAS, funding for the execution of the purchase order shall come from the Capital Improvements budget and compensation shall be paid in accordance with the bid 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 accept the low bid and issue a purchase order to Synder Environmental & Construction, Inc. for asbestos abatement of structures located at 1020 and 1229 Aggie Road.

Section 2. That funding for the execution of the contract shall come from the Capital Improvements budget and compensation shall be paid in accordance with the bid 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 bid.

**City of Jonesboro
Invitation to Bid - Not an Order**

P.O. Box 1845
300 South Church St. Rm 421 (72401)

Purchasing Office

Bid No. 2015:16

Jonesboro, Arkansas 72403

Date February 26, 2015

Sealed bids, subject to the conditions on the reverse hereof, and as may be attached hereto, will be received at this office until **2:00pm Wed, Mar 25, 2015** and then publicly opened, for furnishing the supplies, materials and/or services as described below and tabulated for presentation to the City Council on _____.

F.O.B. Job Sites listed below
Maximum Delivery or completion time after issuance of Purchase Order or work ordered by the City see below days.

By: **Steve A. Kent**
Purchasing Agent
(870)932-0740

Item #	Description	Quantity	Unit	Unit Price	Amount
1.	Bid price (invoice) on 1020 Aggie Road (Site 1) -----	1	EA	71609	\$71,609.00
2.	Bid price (invoice) on 1229 Aggie Road (Site 2) -----	1	EA	23870	\$23,870.00
	TOTAL of lines 1 & 2 -----	1	EA	95479	\$95,479.00
<p>Estimated time of removal after order is given: <u>40</u> days</p> <p>Name, Address, Phone No of disposal site: <u>Lacey Landfill</u> <u>238 Co. Rd. 476 - Jonesboro, AR 870-972-6353</u></p> <p>Has bidder reviewed attached data files pertaining to this bid? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no</p> <p>A Mandatory pre-bid meeting on site will be at 10:00am, Wednesday, March 18, 2015. There are 4 (four) pages to this bid. All pages must be returned as a complete bid. There are two data files (inspection reports) which coincide with this bid. Bidder should download from the Purchasing web site (large files) and become familiar with their contents before bidding.</p> <p>Bid Bond: A bid bond or Certified Check in the amount of 5% of the total bid price required of all bidders at time of bid opening or bid will be rejected. Personal & company checks are not acceptable. A Performance Bond only (no checks of any kind allowed) in the amount of 100% of total bid price will be required of successful bidder prior to providing goods/services.</p> <p>The City of Jonesboro reserves the right to accept or reject any and/or all or any part of any bids received. Bid number (2015:16) must be annotated on the outside of the bidder's envelope Bid must be signed or bid will be rejected.</p> <p>Email Address: <u>jdixon@snyderenvironmental.com</u></p> <p>Fax Number: (501) <u>907-1129</u></p> <p>Any addendums to this bid will be posted on the purchasing web site no later than 1 (one) week before bid opening. www.jonesboro.org -> doing business</p> <p>Bid opening will be in Engineering Conference Room 3rd floor if bidder is attending.</p> <p>Cash Discounts <u>1.5%</u> % <u>10</u> Days</p>					

Execution of Bid

Date 3/23/2015

We, the undersigned, have read all the requirements set forth in this bid proposal including specification, instructions, conditions and pertinent information regarding the articles being bid on, and we agree to furnish articles at the prices stated.
Arkansas Use Tax Register No. 26-2884412 Phone # (501) 801-2776

Bidder Snyder Environmental Address 7031 Dewalcker Lane

By Justin Dixon President City North Little Rock, AR 72113
(Person Authorized to Sign Bids) (Title)

Unsigned Bids Will Be Rejected

**Bids number MUST be annotated on Bidder's envelope.
Bids are subject to rejection unless submitted on this form.
Notice to bidders: See reverse side for instructions and conditions.**

CITY OF JONESBORO, ARKANSAS

CONDITIONS OF BIDDING

COMPLIANCE WITH THE FOLLOWING CONDITIONS IS NECESSARY FOR CONSIDERATION OF THIS BID:

1. **SIGNATURE** - This bid must be signed with the firm name and by an authorized officer, employee, or agent.
2. **SALES OR USE TAX** - is not to be shown in the bid price (unless otherwise stated) but is to be added by the vendor to the invoice billing to the City. The City is not exempt from Arkansas State Sales & Use Tax. Although Use Tax is not included in this bid, vendors are to register and pay tax direct to the Arkansas State Revenue Department.
3. **FREIGHT & OTHER DELIVERY CHARGES** - to designated City facility in Jonesboro must be included in bid. Charges may not be added after the bid is opened.
4. **DISCOUNTS** - Show rate, total amount, and latest day any discounts will be allowed after receipt of article and invoice, otherwise City will deduct allowed discount when payment is made.
5. **FIRM PRICE** - All prices quoted will remain firm for at least 30 days from date of bid, unless otherwise specified by the City or bidder.
6. **IDENTICAL BIDS** - In the event of two or more identical low bids, the contract may be awarded arbitrarily or for any reason in any of such bidders or split in any proportion between the said two or more bidders at the discretion of City.
7. **LIQUIDATED DAMAGES** - Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on this bid form and/or provided for by the plans and specifications.
8. **AMBIGUITY IN BID** - Any ambiguity in any bid as the result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions, and all conditions of bidding shall be construed in the light most favorable to the City.
9. **CONSTRUCTION** -
 - A. When noted, the Contractor is to supply the City with evidence of having and maintaining proper and complete insurance, specifically Workman's Compensation Insurance in accordance with the laws of the State of Arkansas, Public Liability and Property Damage. All premiums and cost shall be paid by the Contractor. In no way will the City be responsible in case of accident.
 - B. When noted, a Certified check or bid bond in the amount of 5% of total bid shall accompany bid.
 - C. A performance Bond equaling the total amount of any bid exceeding \$3,000.00 must be provided for any contract for the repair, alteration or erection of any public building, public structure or public improvement (pursuant to Ark. Stat. §§51-632.5851-565 as amended.)
10. The City reserves the right to reject any and all bids, to accept in whole or in part, to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired, and unless otherwise specified by the bidder, to accept any item in the bid. If unit prices and extensions thereof do not coincide, the City may accept the bid for the lesser amount whether reflected by the extension or by the correct multiple of the unit price.
11. **Minority Business Policy** - It is the policy of the City of Jonesboro that minority business enterprises shall have the maximum opportunity to participate in the city purchasing process. Therefore, the City of Jonesboro encourages all minority businesses to compete for, win and receive contracts for goods, services, and construction. The city also encourages all companies to subcontract portions of any city contract to minority business enterprises.

INSTRUCTIONS TO BIDDERS

(PLEASE READ CAREFULLY)

1. Submit bid on bid form on reverse side of this sheet. NO Facsimiles will be accepted.
2. Address all bids to: Purchasing Agent, P.O. Box 1845, Jonesboro, Arkansas 72403-1845 and make certain to indicate identifying bid number on the outside of bidder's envelope.
3. DO NOT include Federal Excise Tax in bid. City will furnish exemption certificate.
4. State Manufacturer, Brand Name, Model, etc for each item bid on.
5. Samples of items, when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will be disposed of by City.
6. Bids received after stated time will not be considered.
7. Be sure and read all conditions and verify amounts before submitting bids. No changes or additions will be allowed after submission.
8. Guarantees and warranties should be attached as a part of the bid as they may be a consideration in awarding a contract.
9. Delivery or contract completion time is to be shown, as this date may, where time is of the essence, determine the contract award.
10. Additional information may be obtained from the Purchasing Office.

THE CITY RESERVES THE RIGHT TO ACCEPT PART OR ALL OF ANY SPECIFIC BID OR BIDS AND TO ACCEPT ANY BID WITH OR WITHOUT TRADE-IN. THE CITY FURTHER RESERVES THE RIGHT TO REJECT ALL BIDS, OR PART OR ALL OF ANY SPECIFIC BID OR BIDS.

Click on Purchasing at www.jonesboro.org for any additional information.

300 S. Church St
Jonesboro, AR 72401-1845


3/23/15

The successful bidder will be required to submit Notice of Intent (NOI) to ADEQ within 3 days after receipt of Purchase Order and to complete all work within forty-five (45) days from the starting date of the NOI. A copy of the NOI must be forwarded the City of Jonesboro for the project file.

Bid price shall include all insurance, disposal fees, taxes, permits, ADEQ notifications, license, labor, equipment, and material necessary to complete the work. Actual quantity of material to be removed may differ slightly from the estimated amount shown in the attachment. Bid price shall reflect actual quantity of material to be removed and bidders are strongly encouraged to inspect the premises prior to bidding to verify the quantity (On site pre-bid meeting). All asbestos abatement work must be done according to the method and requirements contained in the "SPECIAL PROVISIONS" which will be attached and made a part of the bid and contract.

Contractor shall comply with all state, local, and federal laws associated with this work.

NOTE: CONTRACTOR MUST FILE TEN (10) DAY NOTICE WITH ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ); HOWEVER, BIDS SHOULD INCLUDE REGISTRATION FEE ON EACH PROJECT. Dumping of demolition waste materials shall be at a landfill permitted by the Arkansas Department of Environmental Quality (ADEQ). Contractor must call ONE CALL for location of other utilities at this job site.

Contractor shall be required to hold a current license issued by the Arkansas Department of Environmental Quality for the removal of asbestos.

Note 1: Lead-based paint and mold have been identified in association with the buildings on these sites. Copies of the test reports are available upon request. The contractor shall be solely responsible for site safety and for the use of applicable Personal Protective Equipment (PPE) at the site during the progression of this work.

Note 2: **This document is to be returned with bid and becomes part of the Bid.**

Disclaimer:

Samples were collected from materials identified as Homogeneous Materials based upon visual inspection of the site. City of Jonesboro is not responsible for assumptions on homogeneity which prove to be incorrect. In addition, samples collected represent only that portion of the entire homogeneous material. City of Jonesboro is not responsible for materials not identified and sampled due to the restraint on accessibility of the material due to the type of construction and finish materials of the building. This report refers to the Site and Facility as it appeared on the day of the inspection. No warranties, expressed or implied, relate to the previous and or future conditions at the Site.



3/23/15

**CITY OF JONESBORO
SPECIAL PROVISION**

GENERAL

Material which contains asbestos (ACM) has been identified in these buildings. The ACM must be removed and disposed of in compliance with this special provision and the asbestos regulations promulgated by Arkansas Department of Environmental Quality (ADEQ) and the Environmental Protection Agency.


DESCRIPTION OF WORK

All work performed under this special provision shall be in compliance with the Arkansas Asbestos Abatement Regulations promulgated by the Arkansas Department of Environmental Quality (ADEQ), as adopted pursuant to Part Two of the Arkansas Water and Air Pollution Act. (Date of Regulations: November 29, 1990)

Except as specified in this special provision, the contractor shall comply with all notification, record keeping, work procedure, containerization, storage, transportation, disposal and licensing requirements of the Arkansas Asbestos Abatement Regulations for the removal of ACM and applicable OSHA worker protection requirements (29 CFR, 1910 - Respiratory protection). Disposal and record keeping requirements of NESHAP - National Emission Standards for Hazardous Air Pollutants (40 CFR 61 Subpart M) shall also be incorporated into the project's work procedures and designated in the work plan of the asbestos abatement contractor.

The general work procedure shall include the removal of the ACM and any associated from the designated area in the identified buildings. Estimated quantities of material to be removed and disposed of are provided attached reports. The removal of the ACM must be conducted in a containment area, which includes polyethylene containment barrier walls. This containment area must also include the use of a negative air filtration system (HEPA filters) to create negative pressure as required by ADEQ regulations. The material shall be removed as required by ADEQ regulations with containerization, storage, transportation and disposal of the ACM accomplished according to ADEQ Asbestos regulations. Wet cleaning and HEPA filter vacuuming shall be repeated until no visible residuals are observed in the work area or until any remaining can be safely encapsulated. All records of the work performed and the disposal at an approved landfill (including the disposal receipt) shall be provided to the City of Jonesboro within three working days of the completion of the contracted work.

All work shall be performed by a licensed asbestos contractor and by trained asbestos abatement workers as required by ADEQ. All appropriate worker protection rules for this removal of asbestos containing materials shall apply as per OSHA and ADEQ regulations. A work plan and worker protection plan shall be provided to City of Jonesboro prior to the commencement of work for review and approval.


3/23/15

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond # ZAX11720

KNOW ALL MEN BY THESE PRESENTS, that we
SNYDER ENVIRONMENTAL & CONSTRUCTION INC (Here insert full name and address or legal title of Contractor)
ARKANSAS

as Principal, hereinafter called the Principal, and
AXIS Insurance Company (Here insert full name and address or legal title of Surety)
300 Connell Dr, Ste 8000- Berkeley Heights, NJ 07922

a corporation duly organized under the laws of the State of ILLINOIS
as Surety, hereinafter called the Surety, are held and firmly bound unto
CITY OF JONESBORO (Here insert full name and address or legal title of Owner)
ARKANSAS

as Obligees, hereinafter called the Obligees, in the sum of FIVE PERCENT OF THE BID AMOUNT

Dollars (\$150,000),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project)
ASBESTOS ABATEMENT
1020 & 1229 AGGIE RD- JONESBORO, AR

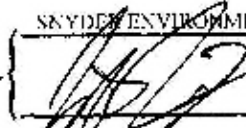
NOW, THEREFORE, if the Obligees shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligees in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligees the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligees may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 19TH

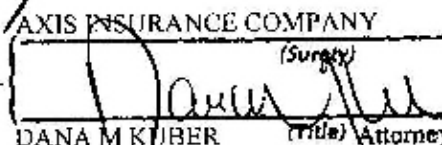
day of MARCH

2015


(Witness)

SNYDER ENVIRONMENTAL & CONSTRUCTION INC
(Principal) (Seal)

President
(Title)


(Witness)

AXIS INSURANCE COMPANY
(Surety) (Seal)

DANA M KUJBER (Title) Attorney-in-Fact

POWER OF ATTORNEY

TAXI 1720

AXIS - 2550

Know All Men by These Presents: That AXIS Insurance Company, an Illinois property and casualty company, (the "Company") does hereby appoint:

William A. Bailly, Dana M. Kuber, Michael J. Friedrich, Maria A. Gonzalez, and Anne M. Barber of Bridgeview, IL

as its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf as surety, bonds and undertakings, such documents to be valid as though executed by the Company on its own behalf. The Company may revoke this appointment at any time.

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This Power of Attorney is signed, sealed and certified under and by the authority of resolutions adopted by unanimous written consent of the Board of Directors of the Company on July 12, 2013:

RESOLVED, That any authorized Vice President, Surety, acting singly shall have the power and authority to appoint and revoke attorneys-in-fact to make, execute, seal and deliver for and on behalf of the Company, as surety, bonds and undertakings, such documents to be valid as though executed by the Company on its own behalf.

In Witness Whereof, AXIS Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by a duly elected and qualified officer, this 12th day of February, 2015.

Attested and Certified
AXIS Insurance Company

By: [Signature]

[Seal]

Printed Name: Richard Zarandona

Title: Vice President, Surety

STATE OF NEW JERSEY
COUNTY OF UNION

Before me personally came Richard Zarandona, Vice President, Surety, of AXIS Insurance Company to me known to be the individual and officer described herein, who acknowledged that they being duly authorized signed, sealed with the corporate seal and delivered the foregoing instrument by the authority and direction of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

[Signature]
Matthew K. Canfield, Notary Public - State of New Jersey



CERTIFICATION

I, David Pesce, Assistant Secretary, of AXIS Insurance Company, do hereby certify that the attached Power of Attorney dated February 12th, 2015 on behalf of the person(s) as listed above is a true and correct copy and the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Richard Zarandona, who executed the Power of Attorney, was a duly elected Vice President, Surety of AXIS Insurance Company on the date of the execution of the attached Power of Attorney.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the corporate seal of AXIS Insurance Company on

this the 19 day of March, 2015

By: [Signature]

[Seal]

Printed Name: David Pesce

Title: Assistant Secretary

State of Arkansas

Contractors Licensing Board

SNYDER ENVIRONMENTAL & CONSTRUCTION, INC.
7031 DEWAFELBAKKER LN
LITTLE ROCK, AR 72113

SNYDER ENVIRONMENTAL & CONSTRUCTION, INC.

This is to Certify That

is duly licensed under the provisions of Act 150 of the 1965 Acts as amended and is entitled to practice Contracting in the State of Arkansas within the following classification:

SPECIALTY

Asbestos
Remodeling, Renovations, Restoration, Alterations

with the following suggested bid limit Unlimited

from May 9, 2014 until April 30, 2015

when this Certificate expires.

Witness our hands of the Board, dated at North Little Rock, Arkansas:



W. Dan Wright

CHAIRMAN

John B. Lygon

SECRETARY

May 9, 2014 - mi

Arkansas Department of Environmental Quality

SNYDER ENVIRONMENTAL & CONST.

is a licensed
Asbestos Abatement Contractor

having qualified as required by law in accordance with the regulations adopted by the Arkansas Pollution Control and Ecology Commission's Regulation 21 pursuant to Arkansas Code Annotated §20-27-1001 et seq., relative to abatement of asbestos-containing material within the state of Arkansas.



License Number: 000355

Issue Date: 2014 December 10

Expire Date: 2015 December 10

A handwritten signature in black ink, appearing to read "John F. Banfield".

J. Ryan Banfield, P.E.
ADEQ Assistant Director



CERTIFICATE OF LIABILITY INSURANCE

UPDATED INSUR DATE (MM/DD/YYYY) 06/20/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BONDING & INSURANCE SPECIALISTS AGENCY, INC. 9340 S. HARLEM AVENUE BRIDGEVIEW, IL 60456 IN CALIFORNIA, DBA BONDS AND INSURANCE SERVICES, LIC. #0796448		CONTACT NAME KAREN O'CONNELL PHONE (A/C No, Ext.) 708-598-5355 E-MAIL ADDRESS KOCONNELL@BISA-INC.COM FAX (A/C, No) 708-598-6686	
INSURED SNYDER ENVIRONMENTAL & CONSTRUCTION, INC. CHIRHO HOLDINGS, INC. 7031 DEWAFELBAKKER LANE LITTLE ROCK, AR 72213		INSURER(S) AFFORDING COVERAGE INSURER A ARCH SPECIALTY INSURANCE COMPANY NAIC # 21199 INSURER B ARCH INSURANCE COMPANY 11150 INSURER C INSURER D INSURER E INSURER F	

COVERAGES CERTIFICATE NUMBER: 135274 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR CTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X CONTRACTOR'S POLLUTION X FOR ASBESTOS & LEAD OPS GENL AGGREGATE LIMIT APPLIES PER: POLICY X PROJ LOC	X	X	12 EMP 71772 04	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 * PER CLAIM \$ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X SCHEDULED AUTOS X COMP DED SA 1000 X NON-OWNED AUTOS X UMBRELLA LIAB X COLL DED \$5,000 EXCESS LIAB X OCCUR X CLAIMS-MADE	X	X	11 CAB 58271 04	7/1/2014	7/1/2015	COMB. NED S NGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	X UMBRELLA LIAB X OCCUR X CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N X ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y N/A If yes, describe under DESCRIPTION OF OPERATIONS below			12 EMX 71773 04 INCLUDES G/L, POLL, AUTO, PROF & W/C LIABILITY	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 X WC STATUTORY LIMITS OTH-ER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
A	CONTRACTOR'S POLLUTION LIABILITY MOLD OPS-CLAIMS MADE FORM PROFESSIONAL LIABILITY-CLAIMS MADE FORM	X	X	12 EMP 71772 04	7/1/2014	7/1/2015	\$1,000,000 - MOLD LIMIT - PER CLAIM \$1,000,000 - MOLD AGGREGATE \$1,000,000 - PER CLAIM

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER FOR INFORMATION AND BIDDING PURPOSES. KAO	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



Legislation Details (With Text)

File #:	RES-15:052	Version:	1	Name:	Purchase order to Goolsby, Inc. for demolition
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	3/30/2015	In control:		In control:	Public Works Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ISSUE A PURCHASE ORDER TO GOOLSBY, INC. FOR THE DEMOLITION OF STRUCTURES LOCATED 1020 AND 1229 AGGIE ROAD (2015:17)				
Sponsors:	Engineering				
Indexes:	Contract				
Code sections:					
Attachments:	Bid - Demo Bid Tab - Demolition				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ISSUE A PURCHASE ORDER TO GOOLSBY, INC. FOR THE DEMOLITION OF STRUCTURES LOCATED 1020 AND 1229 AGGIE ROAD (2015:17)

WHEREAS, the City of Jonesboro has desires to accept the low bid and issue a purchase order for the demolition of structures located at 1020 and 1229 Aggie Road;

WHEREAS, the low bidder and the firm selected for the demolition of structures located at 1020 and 1229 Aggie Road is Goolsby, Inc.;

WHEREAS, funding for the execution of the purchase order shall come from both the Capital Improvements budget and Grants budget and compensation shall be paid in accordance with the bid 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 accept the low bid and issue a purchase order to Goolsby, Inc. for the demolition of structures located at 1020 and 1229 Aggie Road.

Section 2. That funding for the execution of the contract shall come from both the Capital Improvements budget and Grants budget and compensation shall be paid in accordance with the bid 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 bid.

City of Jonesboro
Invitation to Bid - Not an Order
 P.O. Box 1845
 300 South Church St. Rm 421 (72401)

Purchasing Office

Bid No. 2015:17

Jonesboro, Arkansas 72403

Date February 26, 2015

Sealed bids, subject to the conditions on the reverse hereof, and as may be attached hereto, will be received at this office until **2:00pm Wed, Mar 25, 2015** and then publicly opened, for furnishing the supplies, materials and/or services as described below and tabulated for presentation to the City Council on _____.

F.O.B. Job Sites listed below

By: **Steve A. Kent**

Maximum Delivery or completion time after issuance of Purchase

Purchasing Agent

Order or work ordered by the City see below days.

(870)932-0740

Item #	Description	Quantity	Unit	Unit Price	Amount
1.	Bid price (invoice) on 1020 Aggie Road (Site 1) _____	1	EA	\$108,400.00	\$108,400.00
2.	Bid price (invoice) on 1229 Aggie Road (Site 2) _____	1	EA	\$29,034.00	\$29,034.00
TOTAL of lines 1 & 2 _____					\$137,434.00
Estimated time of removal after order is given: <u>50</u> days ^{100 per Addendum} 30 days max Name, Address, Phone No of disposal site: <u>Debris to Craighead County Regional 238 County Rd 476 Jonesboro, AR 870-992-6853</u> Bid prices shall include labor, materials, and equipment necessary to perform work as specified and shall further include all licenses, fees, permits, royalties, and all taxes. Bid price shall represent full compensation for completion of the work, including any and all disposal fees. A Mandatory pre-bid meeting on site will be at 10:00am, Wednesday, March 18, 2015. There are 4 (four) pages to this bid. All pages must be returned as a complete bid. Bid Bond: A bid bond or Certified Check in the amount of 3% of the total bid price required of all bidders at time of bid opening or bid will be rejected. Personal & company checks are not acceptable. A Performance Bond only (no checks of any kind allowed) in the amount of 100% of total bid price will be required of successful bidder prior to providing goods/services. The City of Jonesboro reserves the right to accept or reject any and or all or any part of any bids received. Bid number (2015:17) <u>must</u> be annotated on the outside of the bidder's envelope. Bid <u>must</u> be signed or bid will be rejected. Email Address: <u>goalsbyinc@sbcglobal.net</u> Fax Number: <u>870-763-0244</u> Any addendums to this bid will be posted on the purchasing web site no later than 1 (one) week before bid opening. www.jonesboro.org -> doing business Bid opening will be in Engineering Conference Room 3 rd floor if bidder is attending. Addendum # 1 Received & Attached Cash Disposal: <u>N/A</u> ^{EA} EA Days: <u>N/A</u>					

Execution of Bid

Date 3-25-15

We, the undersigned, have read all the requirements set forth in this bid proposal including specification, instructions, conditions and pertinent information regarding the articles being bid on, and we agree to furnish articles at the prices stated.

Arkansas Use Tax Register No. 00057134-515

Phone # (870) 763-9086

Bidder Goalsby Inc.

Address 3002 West Main St.

By Susan Walker, Treasurer

City Slytheville, AR 72315

(Person Authorized to Sign Bids)

(Title)

Unsigned Bids Will Be Rejected

Bids number **MUST** be annotated on Bidder's envelopes.

Bids are subject to rejection unless submitted on this form.

Notice to bidders: See reverse side for instructions and conditions.

CITY OF JONESBORO, ARKANSAS

CONDITIONS OF BIDDING

COMPLIANCE WITH THE FOLLOWING CONDITIONS IS NECESSARY FOR CONSIDERATION OF THIS BID:

1. **SIGNATURE** - This bid must be signed with the firm name and by an authorized officer, employee, or agent
2. **SALES OR USE TAX** - is not to be shown in the bid price (unless otherwise stated) but is to be added by the vendor to the invoice billing to the City. The City is not exempt from Arkansas State Sales & Use Tax. Although Use Tax is not included in this bid, vendors are to register and pay tax direct to the Arkansas State Revenue Department.
3. **FREIGHT & OTHER DELIVERY CHARGES** - to designated City facility in Jonesboro must be included in bid. Charges may not be added after the bid is opened.
4. **DISCOUNTS** - Show rate, total amount, and latest day any discounts will be allowed after receipt of article and invoice, otherwise City will deduct allowed discount when payment is made
5. **FIRM PRICE** - All prices quoted will remain firm for at least 30 days from date of bid, unless otherwise specified by the City or bidder.
6. **IDENTICAL BIDS** - In the event of two or more identical low bids, the contract may be awarded arbitrarily or for any reason to any of such bidders or split in any proportion between the said two or more bidders at the discretion of City.
7. **LIQUIDATED DAMAGES** - Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on this bid form and/or provided for by the plans and specifications.
8. **AMBIGUITY IN BID** - Any ambiguity in any bid as the result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions, and all conditions of bidding shall be construed in the light most favorable to the City.
9. **CONSTRUCTION** -
 - A. When noted, the Contractor is to supply the City with evidence of having and maintaining proper and complete insurance, specifically Workman's Compensation Insurance in accordance with the laws of the State of Arkansas, Public Liability and Property Damage. All premiums and cost shall be paid by the Contractor. In no way will the City be responsible in case of accident.
 - B. When noted, a Certified check or bid bond in the amount of 5% of total bid shall accompany bid.
 - C. A performance Bond equaling the total amount of any bid exceeding \$3,000.00 must be provided for any contract for the repair, alteration or erection of any public building, public structure or public improvement (pursuant to Ark. Stat. §§51-632.885f-565 as amended.)
10. The City reserves the right to reject any and all bids, to accept in whole or in part, to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired, and unless otherwise specified by the bidder, to accept any item in the bid. If unit prices and extensions thereof do not coincide, the City may accept the bid for the lesser amount whether reflected by the extension or by the correct multiple of the unit price.
11. **Minority Business Policy** - It is the policy of the City of Jonesboro that minority business enterprises shall have the maximum opportunity to participate in the city purchasing process. Therefore, the City of Jonesboro encourages all minority businesses to compete for, win and receive contracts for goods, services, and construction. The city also encourages all companies to subcontract portions of any city contract to minority business enterprises.

INSTRUCTIONS TO BIDDERS

(PLEASE READ CAREFULLY)

1. Submit bid on bid form on reverse side of this sheet. NO Facsimiles will be accepted
2. Address all bids to: Purchasing Agent, P.O. Box 1845, Jonesboro, Arkansas 72403-1845 and make certain to indicate identifying bid number on the outside of bidder's envelope.
3. DO NOT include Federal Excise Tax in bid. City will furnish exemption certificate.
4. State Manufacturer, Brand Name, Model, etc for each item bid on
5. Samples of items, when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will be disposed of by City
6. Bids received after stated time will not be considered.
7. Be sure and read all conditions and verify amounts before submitting bids. No changes or additions will be allowed after submission.
8. Guarantees and warranties should be attached as a part of the bid as they may be a consideration in awarding a contract.
9. Delivery or contract completion time is to be shown, as this date may, where time is of the essence, determine the contract award.
10. Additional information may be obtained from the Purchasing Office.

THE CITY RESERVES THE RIGHT TO ACCEPT PART OR ALL OF ANY SPECIFIC BID OR BIDS AND TO ACCEPT ANY BID WITH OR WITHOUT TRADE-IN. THE CITY FURTHER RESERVES THE RIGHT TO REJECT ALL BIDS, OR PART OR ALL OF ANY SPECIFIC BID OR BIDS.

Click on Purchasing at www.jonesboro.org for any additional information.

A Notice to Proceed for this work will be issued upon completion of asbestos abatement. The successful bidder will be required to submit Notice of Intent (NOI) to ADEQ within 3 days after receipt of the Notice to Proceed and to complete all work within forty-five (45) days from the starting date of the NOI. A copy of the NOI must be forwarded to the City of Jonesboro for the project file.

Bid price shall include all insurance, disposal fees, taxes, permits, ADEQ notifications, license, labor, equipment, and material necessary to complete the work.

Contractor shall comply with all state, local, and federal laws associated with this work. The structure must be completely removed, including slabs, footings, foundations, private walkways, decks, basements, posts, poles, fences on the sites along with all debris. Determination of the extent of work necessary for complete removal of the structures is strictly the responsibility of the bidder. Basements (pits, storm shelters, pools) (if applicable) will be removed, backfilled with suitable material and left level with the surrounding area. Water wells (if applicable) shall have equipment removed and casing securely covered for safety. Septic tanks (if applicable), in or out of right of way, shall be pumped empty, removed, and void backfilled with suitable material and left level with the surrounding area. Contractor will leave all public sidewalks next to the curb for public safety.

It is understood that all combustible materials, construction material and all other rubbish, including shrubbery and trees which are cut or uprooted to facilitate operations, will be cleared from the premises by the contractor and the premises will be left in a generally level, safe, and sanitary condition, a condition in which it can be mowed and maintained safely. The contractor shall endeavor to avoid unnecessary damage or destruction of trees, shrubs, and plants on the premises.

NOTE: CONTRACTOR MUST FILE TEN (10) DAY NOTICE WITH ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ); HOWEVER, BIDS SHOULD INCLUDE REGISTRATION FEE ON EACH PROJECT. Dumping of demolition waste materials shall be at a landfill permitted by the Arkansas Department of Environmental Quality (ADEQ) or at an un-permitted site approved by ADEQ. Contractor must call ONE CALL for location of other utilities at this job site.

In the event that utility service lines, meters, etc., are disconnected, destroyed or otherwise impaired in any way by reason of performance of this operation by the contractor, the contractor shall, at his own expense, be responsible for all replacement utility service in lieu of those affected. Contractor must call ONE CALL for location of other utilities at this job site.

For demolition, State law requires a contractor's license for jobs over \$20,000.00. Changes in the scope of the work must have prior approval by the City in order to be eligible for payment.

Note 1: Read "Demolition" below for extent of Demolition Bid.

Note 2: This document is to be returned with bid and becomes part of the Bid.

DEMOLITION: For bidding purposes, demolition includes removal of any and all improvements on the property. All structures must be completely removed, including slabs, footings, foundations, basements, posts, poles, decks, interior fences, and all debris. Leave site in a safe and level condition.

Disclaimer:

Lead-based paint and mold have been identified in association with the buildings on these sites. Copies of the test reports are available upon request. The contractor shall be solely responsible for site safety and for the use of applicable Personal Protective Equipment (PPE) at the site during the progression of this work.

ADDENDUM NO. 1
ASBESTOS ABATEMENT – WOLVERINE BUILDINGS (2015:16)
DEMOLITION – WOLVERINE BUILDINGS (2015:17)
MARCH 20, 2015

SUBJECT: Plans and Specification Clarification

- Item 1:** The Contract Period for Asbestos Abatement (2015:16) and Demolition (2015:17) shall be sixty (60) calendar days from the starting date of their respective Notice-of-Intent (NOI).
- Item 2:** Liquidated damages shall be *Two Hundred and Fifty Dollars (\$250) per day*.
- Item 3:** The Demolition Contractor must obtain a demolition permit from the City of Jonesboro before starting to work. There is no cost for the permit for this project.
- Item 4:** No lighting ballasts at the facility are known to contain PCBs; however, they should be visually screened by the Demolition Contractor prior to disposal. Note that the dismantled fixtures and all PCB-free ballasts may be recycled locally at Tenenbaum Recycling Group (TRG). Any lighting ballast not clearly marked as PCBs free shall be brought to the attention of the City Project Manager so that an alternate disposal plan can be developed. Any disposal costs for ballasts that contain or that are suspected to contain PCBs shall be at the City's expense separate from the demolition contract.
- Item 5:** The Demolition Contractor shall assist the Asbestos Abatement Contractor with the removal of a section of collapsed roof from 1229 Aggie so that the ACM roofing may be properly abated.
- Item 6:** Due to the close proximity of improvements on the abutting property, the concrete stem wall and foundation along the east side of the structure at 1229 Aggie may be left in-place by the Demolition Contractor. It is, however, to be removed to the extent practicable and properly backfilled.
- Item 7:** The Demolition Contractor is to provide and maintain appropriate onsite storm water management and storm drain inlet protection during the course of the work.
- Item 8:** The Demolition Contractor is to remove all asphalt and concrete drives and parking areas as part of the work. The railroad track north and east of building at 1020 Aggie is not on the City's property; and is to remain.
- Item 9:** Both the Asbestos Abatement and Demolition Contractor shall be responsible for securing their respective work areas during the progression on the project.
- Item 10:** Any temporary power or water needs should be coordinated with Jonesboro City Water and Light (870-930-3300).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/7/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McDaniel-Whitley, Inc. P.O. Box 382007 Memphis TN 38183-2007	CONTACT NAME: Ashley Humelsine
	PHONE (901) 981-6464 FAX (901) 981-6467 E-MAIL ADDRESS: ahumelsine@modanielwhitley.com
INSURED Goolsby, Inc. 3002 West Main Street Blytheville AR 72315	INSURER(S) AFFORDING COVERAGE
	INSURER A: Berkley Assurance Company NAIC #
	INSURER B: Ohio Security Insurance Company 24082
	INSURER C: Bridgefield Casualty Insurance 10335
	INSURER D: National Union Fire
	INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		3C04184	4/5/2014	4/5/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		8AS55101258	4/10/2014	4/10/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
D	<input type="checkbox"/> OED <input type="checkbox"/> RETENTION \$		8E015127046	4/5/2014	4/5/2015	\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	19614293	4/5/2014	4/5/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER To Whom It May Concern	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE M McDaniel/HUMEA <i>Michael A. McDaniel</i>



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that **Goolsby, Inc.**, 3002 W. Main Street, Blytheville, AR 72315

as Principal, hereinafter called the Principal, and **SureTec Insurance Company**

a corporation duly organized under the laws of the State of **Texas**

as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Jonesboro, 300 South Church Street, Jonesboro, AR 72403**

as Obligee, hereinafter called the Obligee, in the sum of **Five percent of amount bid**

Dollars(\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Demolition of Two (2) Structures – 1020 Aggle Road and 1229 Aggle Road, Jonesboro, AR.**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **25th** day of **March**, 2015.

Kary Poplin
(Witness)

Goolsby, Inc. { *Susan Whiffen* (Principal) (Seal)
Treasurer (Title)

SureTec Insurance Company { _____ (Surety) (Seal)
Michael A. McDaniel (Title)

Jan Melton
(Witness)
Jan Melton

Michael A. McDaniel, Attorney-in-fact

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Michael A. McDaniel, Richard H. Whitley, James S. Brown

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/16 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be It Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be It Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 26th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

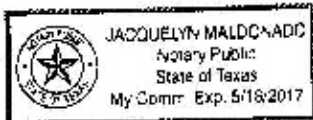
SURETEC INSURANCE COMPANY

By: [Signature]
John Knox Jr., President

State of Texas ss:
County of Harris



On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]
Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 25 day of March, 2015, A.D.

[Signature]
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.



DIVISIONS/DEPARTEMENT: Engineering	Midwest Wrecking Company, LLC	Robertson Incorporated Bridge	Shannon Kee Construction				
NOTE: No award will be made at bid opening - all bids will be evaluated in the coming days.							

Item	Quan	Description	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount
****		Demolition												
1	1	1020 Aggie Road		\$310,323.00		\$412,000.00		\$265,196.30		\$0.00		\$0.00		\$0.00
2	1	1229 Aggie Road		\$62,480.00		\$73,000.00		\$42,563.30		\$0.00		\$0.00		\$0.00
		TOTAL		\$372,803.00		\$485,000.00		\$307,759.60		\$0.00		\$0.00		\$0.00
		Bid Signed (y/n)		Yes		Yes		Yes						
		Bid Bond (y/n)		Yes		Yes		Yes						



Legislation Details (With Text)

File #:	RES-15:053	Version:	1	Name:	Sidewalk easement agreement with Tramontana Group I, LLC and Martini-Pace, LLC
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	4/1/2015	In control:		In control:	Public Works Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A SIDEWALK EASEMENT AGREEMENT WITH TRAMONTANA GROUP I, LLC, 1666 NORTH AVALON LLC, 4K'S LLC, AND MARTINI-PACE, LLC FOR AN EASEMENT FOR SIDEWALK CONSTRUCTION				
Sponsors:	Engineering				
Indexes:	Contract				
Code sections:					
Attachments:	Sidewalk Easement Agreement Schedule B				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A SIDEWALK EASEMENT AGREEMENT WITH TRAMONTANA GROUP I, LLC, 1666 NORTH AVALON LLC, 4K'S LLC, AND MARTINI-PACE, LLC FOR AN EASEMENT FOR SIDEWALK CONSTRUCTION
WHEREAS, the City of Jonesboro has desires to enter into a sidewalk easement agreement for an easement for sidewalk construction across property commonly referred to as Caraway Plaza.

WHEREAS, Tramontana Group I, LLC, 1666 North Avalon LLC, 4K's LLC, and Martini-Pace, LLC has agreed to enter into a sidewalk easement agreement and grant the City of Jonesboro a perpetual non-exclusive ten foot (10') wide easement upon and across part of property commonly referred to as Caraway Plaza.

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

Section 1: That the City of Jonesboro shall enter into a sidewalk easement agreement with Tramontana Group I, LLC, 1666 North Avalon LLC, 4K's LLC, and Martini-Pace, LLC for an easement for sidewalk construction

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.

Return recorded document to:
CITY OF JONESBORO
300 South Church Street
JONESBORO, AR 2401

The above space is reserved for Craighead County recording information.

SIDEWALK EASEMENT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

THIS SIDEWALK EASEMENT AGREEMENT (the "Agreement") is executed and delivered by and between Tramontana Group I, LLC, a Delaware Limited Liability Company; 1666 North Avalon LLC, a Delaware Limited Liability Company; 4K's LLC, a Delaware Limited Liability Company and Martini-Pace, LLC, a Delaware Limited Liability Company, (hereinafter referred to individually and collectively as the "Grantors") and the City of Jonesboro, Arkansas, an Municipal Corporation of the State of Arkansas, (hereinafter referred to as "Grantee").

RECITALS

A. Grantors are the owners of certain lands with improvements (the "Property") located within the city limits of the City of Jonesboro, Craighead County, Arkansas, commonly referred to as Caraway Plaza.

B. Pursuant to the terms of this Agreement, Grantors have agreed to grant to Grantee a perpetual non-exclusive ten foot (10') wide easement for the construction, operation, use and maintenance of a pedestrian sidewalk (the "Sidewalk") upon and across part of the Property as located in Craighead County, Arkansas, and being described in the attached Exhibit "A" (the "Easement Property").

C. Grantors and Grantee agree to execute and record this Agreement to confirm their respective rights and obligations with respect to the Sidewalk and the Easement Property.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors and Grantee covenant and agree as follows:

1. **Recitals Incorporated Herein.** The above recitals are incorporated in and made a part of this Agreement as fully as if set forth verbatim herein.
2. **Grant of Easement.** Subject to the terms and conditions as set forth in this Agreement, the Grantors do hereby dedicate, grant and convey unto the Grantee, and unto its successors and assigns, a perpetual non-exclusive ten foot (10') wide easement upon and across part of the Property, said easement being more particularly as described in Exhibit "A", which is attached hereto and incorporated herein. The use of the easement shall be for the sole purpose of constructing, maintaining, replacement and repair, at the sole cost of Grantee, a Sidewalk for the non-exclusive use by pedestrians in connection with the use of other sidewalks operated and maintained by Grantee on adjoining property. By execution of this Agreement and acceptance of the easement, Grantee accepts such dedication on behalf of its citizens and the public.
3. **Reservations by Grantors.** Grantors, its heirs, administrators, successors and assigns, reserve the absolute right to use the easement for any lawful purposes not inconsistent with or detrimental with the rights granted by this Agreement.
4. **Construction Phase of Sidewalk.** Grantee agrees that it will begin construction of the Sidewalk within twenty one (21) days from the date of the recording of this Agreement of public record and will complete construction within thirty (30) days thereof, subject to reasonable delays caused by adverse weather conditions, and that said Sidewalk shall be constructed in accordance with local, state and federal laws, including the Americans with Disabilities Act (ADA). Further, that during the construction phase, Grantee agrees that it will not close all the driveway entrances to the Property at the same time so that there is always available some public ingress and egress to the Property for motor vehicles from South Caraway Road.

Additionally, during the construction phase Grantee will be allowed to store, at its sole risk, its construction equipment in the parking lot area in front of the Fat City building.

5. **Maintenance, Repairs & Alterations.** Grantee shall, at its sole cost and expense, (i) promptly repair and restore any part of the Property disturbed by Grantee as a result of the exercise of its rights under this Agreement; (ii) shall consistently operate, maintain, replace and repair the Sidewalk in a good state of repair in accordance with all federal, state and local laws and applicable city ordinances; (iii) maintain the easement in a good clean condition; and (iv) be solely responsible for any drainage issues that may develop resulting from or relating to the Sidewalk or Grantee's use of the Easement Property.

Except under emergency circumstances, Grantee shall give a minimum of three (3) days prior notice to Grantors of its intent to enter into the Easement Property to perform any maintenance, repair, or other work allowed by this Agreement. Further, Grantee agrees that it shall not close all the driveway entrances to the Property during the performance of any such maintenance, repair, or other work so there is always available some public ingress and egress to the Property for motor vehicles from South Caraway Road. The parties agree that three (3) days prior notice is reasonable.

6. **Obstructions and Existing Improvements.** Other than the Sidewalk, Grantee shall not place, construct or allow obstructions, such as buildings, utilities, signs, fencing, shrubbery, trees or any other type of obstructions within the Easement Property without prior written approval of Grantors, which can be withheld in Grantors' sole discretion. Further, Grantee agrees that during the construction phase that Grantee will modify in a good state of repair the Grantors' watering system to provide sufficient water to existing landscaping, from time to time, and at no time shall Grantee interfere with any of the Grantors' existing entrance monuments or other improvements. Grantee shall also obtain any and all approvals required from holders of any existing easements or other rights related to the Easement Property.

7. **Other Obligations of Grantee.** Grantee additionally warrants and agrees to the following terms:

- (a) That at all times hereto, Grantee shall maintain in good repair the drainage pipe that runs parallel with the Property and the Sidewalk along South Caraway Road;
- (b) That upon execution of this Agreement Grantee will reimburse to Grantors their costs in the amount of Four Thousand Dollars and no/100 (\$4,000.00); and
- (c) That all costs and expense of the Sidewalk and the granting of the easement to Grantee, including but not limited to title work and recording fees, shall be paid by the Grantee.

8. **Indemnification.** Grantee shall indemnify, defend and hold Grantors, their heirs, administrators, officers, directors, members, tenants, employees, attorneys, agents, successors and assigns, harmless against any and all expense, claim, loss, causes of action or liability asserted or alleged by any third party against Grantors or otherwise incurred by Grantor arising out of or related to (a) any breach of the terms of this Agreement by Grantee, (b) the use of the Sidewalk by the public, (c) the construction and maintenance of the Sidewalk, or (d) otherwise related to the Sidewalk.

9. **Warranties of Grantors.** Grantors have been duly authorized by all necessary action from the members of their respective Limited Liability Company to execute and deliver this Agreement and to consummate the transactions contemplated hereby. Further, Grantors warrant to Grantee that, other than all matters of record or apparent, Grantors have not granted any interest in the Easement Property to any third parties.

10. **Warranties of Grantee.** Grantee warrants to Grantors that Grantee has been duly authorized by all necessary corporate and other action to execute and deliver this Agreement by the governing body of Grantee and to consummate the transactions contemplated hereby and that no other corporate proceedings of Grantee are necessary with respect thereto.

11. **Other Conditions.** This Agreement is conditioned upon the expressed consent of Grantors' lender, U.S. Bank National Association, as successor-in-interest to Bank of America, National Association, successor by merger to LaSalle Bank National Association, as Trustee for the Registered Holders of GMAC Commercial Mortgage Securities, Inc., Mortgage Pass-Through Certificates, Series 2005-C1.

12. **Default and Remedies.** If either party defaults under this Agreement and does not cure such default within ten (10) business days after receipt of written notice from the non-defaulting party, then in that event, the non-defaulting party shall have the right to exercise all remedies available at law or in equity, including the recovery of reasonable attorney fees and

costs. The failure of a party to exercise any of the rights herein granted herein shall not be construed as a waiver or abandonment thereof.

13. **Complete Agreement.** This Agreement contains the entire agreement between Grantors and Grantee with respect to the transactions contemplated herein and shall supersede all previous oral and written and all contemporaneous oral negotiations, commitments and understandings. Further, this Agreement may be amended or terminated at any time by mutual agreement only in writing executed by Grantors and Grantee.

14. **Assignments.** This Agreement and the rights, interests or obligations hereunder may not be assigned by Grantee, by operation of law or otherwise, without the prior written consent of the Grantors, which may be held in Grantors' sole discretion, however, Grantors may assign this Agreement. This Agreement shall inure to the benefit of and be binding upon the Grantors and the Grantee and their respective permitted heirs, administrators, successors and assigns.

15. **Binding Effect.** The covenants, agreements and conditions contained or expressed in this Agreement shall run with the Property and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns.

16. **Notices.** All notices and other communications required or permitted hereunder shall be in writing (including telefax, electronic mail or similar writing) and shall be given as follows:

(a) If to Grantors, to:

Martin Ensbury
1334 Parkview Avenue #100
Manhattan Beach, CA 90266
martin@mlcommercialproperties.com
Fax: (310) 546-8755

(b) If to Grantee, to:

Attn: Mayor's Office
Jonesboro City Hall
300 South Church
Jonesboro, Arkansas 72401
Fax: (870) 933-4619

17. **Counterparts, Facsimile and Email.** This Agreement can be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or scanned, email transmission of any signed original document and/or retransmission of any signed facsimile or scanned, email transmission will be deemed the same as the delivery of the original.

18. **Governing Law.** This Agreement shall be governed by, and construed and enforced with, the laws of the state of Arkansas, without regard to conflicts of law doctrines. Further, the parties expressly agree that in the event of the commencement of any litigation to enforce the terms of this Agreement that the venue of the action shall be maintained in Craighead County, Arkansas.

IN WITNESS WHEREOF, Grantors and Grantee have caused this Agreement to be executed by their duly authorized representatives as of the dates set forth below.

"GRANTORS"

TRAMONTANA GROUP I, LLC

By: _____

Name: Louis Alaia

Title: Manager

Date: _____

1666 NORTH AVALON LLC, a Delaware Limited Liability Company

By: _____

Name: Martin Ensbury
1666 NORTH AVALON LLC,
a California Limited Liability Company

Title: Manager

Date: _____

4K'S LLC

By: _____

Name: Jack Rode

Title: Manager

Date: _____

MARTINI-PACE, LLC

By: _____

Name: Robert Martini

Title: Manager

Date: _____

“GRANTEE”

The City of Jonesboro, Arkansas, hereby accepts the above Sidewalk Easement Agreement for municipal purposes subject to the terms, conditions and obligations stated therein.

THE CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTESTED TO:

By: _____

Name: Donna Jackson

Title: City Clerk

ACKNOWLEDGMENTS

STATE OF _____
COUNTY OF _____

On this ____ day of April 2015 before me, the undersigned duly commissioned Notary Public, qualified and acting within and for said County and State, appeared in person the within named LOUIS ALAIA on behalf of **TRAMONTANA GROUP I, LLC**, a limited liability company, and who stated they were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said limited liability company, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this ____ day April 2015.

My Commission Expires:

Notary Public

[SEAL]

STATE OF _____
COUNTY OF _____

On this ____ day of April 2015 before me, the undersigned duly commissioned Notary Public, qualified and acting within and for said County and State, appeared in person the within named MARTIN ENSBURY on behalf of **1666 NORTH AVALON LLC**, a limited liability company, and who stated they were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said limited liability company, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this ____ day April 2015.

My Commission Expires:

Notary Public

[SEAL]

STATE OF _____
COUNTY OF _____

On this ____ day of April 2015 before me, the undersigned duly commissioned Notary Public, qualified and acting within and for said County and State, appeared in person the within named JACK RODE on behalf of **4K'S LLC**, a limited liability company, and who stated they were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said limited liability company, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this ____ day April 2015.

Notary Public

My Commission Expires:

[SEAL]

STATE OF _____
COUNTY OF _____

On this ____ day of April 2015 before me, the undersigned duly commissioned Notary Public, qualified and acting within and for said County and State, appeared in person the within named ROBERT MARTINI on behalf of **MARTINI-PACE, LLC**, a limited liability company, and who stated they were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said limited liability company, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this ____ day April 2015.

Notary Public

My Commission Expires:

[SEAL]

EXHIBIT "A"

A part of the property described by Special Warranty Deed recorded in Book 727 Page 712 and lying in the Southeast Quarter of the Northeast Quarter of Section 20, Township 14 North, Range 4 East, Jonesboro, Craighead County, Arkansas, described as follows: A 10 foot wide tract of land west of and adjacent to the existing West right-of-way line of Caraway Road as shown on the ALTA Survey recorded in Book C Page 163 on April 11, 2005 in the office of the Circuit Clerk in Craighead County, Arkansas, also being more particularly described as follows: Commencing at the Southeast Corner of the Southeast Quarter of the Northeast Quarter of Section 20, Township 14 North, Range 4 East, Craighead County, Arkansas, thence N 89°31'00" W a distance of 222.72 feet; thence N 01°18'00" E a distance of 244.57 feet; thence S 88°13'00" E a distance of 153.71 feet to the point of beginning; thence N 08°06'14" E a distance of 127.80 feet; thence S 84°04'06" E a distance of 2.86 feet; thence N 01°18'00" E a distance of 956.33 feet; thence S 89°42'00" E a distance of 10.00 feet to the existing West right-of-way of Caraway Road; thence along said right-of-way as follows: S 01°18'00" W a distance of 957.31 feet; N 84°04'06" W a distance of 2.89 feet; S 08°06'14" W a distance of 127.07 feet; thence leaving said right-of-way N 88°13'00" W a distance of 10.06 feet to the point of beginning.

SCHEDULE B

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, which arise by reason of:

1. All assessments and taxes due in 2006, and thereafter, not yet due and payable.
2. The exact quantity of land or number of acres or square feet contained within the property described herein is not insured.
3. Building setback line of 60 feet from centerline of U.S. Highway 63B and from centerline of Arkansas Highway #173 as shown in Dedication Deed filed May 15, 1968, Book 170 Page 464, records of Craighead County, Arkansas.
4. Right-of-way Permit to Arkansas Power & Light Company, filed November 3, 1948, and recorded in Book 115 Page 272, records of Craighead County, Arkansas.
5. Easement for Sewer Line along entire Southerly and Easterly side of the SE1/4 of the NE1/4 of Section 20, Township 11 North, Range 4 East, to City Water & Light Plant of Jonesboro, Arkansas, filed April 14, 1959, and recorded in Book 142 Page 172, records of Craighead County, Arkansas.
6. Deed of Dedication to the City of Jonesboro, Arkansas, for right of ingress and egress covering 0.7066 acres, filed May 15, 1968 and recorded in Book 170 Page 464, records of Craighead County, Arkansas.
- Easement for Utility Line 30 feet wide along West side and 15 feet wide along North side to City Water & Light Plant of Jonesboro, Arkansas, filed August 28, 1968 and recorded in Book 172 Page 182, records of Craighead County, Arkansas.
8. Easement to Southwestern Bell Telephone Company for a Communication System, filed September 30, 1968 and recorded in Book 172 Page 286, records of Craighead County, Arkansas.
9. Reciprocal Cross-Easement Agreement for Driveways by and between Caraway Plaza Shopping Center, a joint venture, and Lone Star Company, filed April 19, 1991 and recorded in Book 404 Page 615 at Jonesboro, Arkansas.
10. Parking Lot Agreement by and between Caraway Plaza Shopping Center, a joint venture, and Lone Star Co., Inc., filed for record April 24, 1991 and recorded in Miscellaneous Book 23 Page 548, records of Craighead County, Arkansas.
11. Right-of-way executed by Caraway Plaza Shopping Center, LP to the City of Jonesboro for the construction and maintenance of a street, filed for record June 9, 2000 and recorded in Book 592 Page 547, records of Craighead County, Arkansas.
12. Subject to Survey done by Troy L. Sheets, Professional Land Surveyor Certificate No. 596 as Job No. 04142020052 dated March 23, 2005 and all information and items as shown on survey.
13. Rights of Tenants as Tenants only.
14. Assumption and Release Agreement dated June 28, 2006 by and between Caraway Plaza, LLC, Joseph Siegert, and Brad Barkau Original Borrowers, Tramontana Group I, LLC, Martini-Pace, LLC, 4 K's LLC, 1666 North Avalon LLC the Assumptor's and LaSalle Bank National Association as Trustee for the Registered Holders of GMAC Commercial Securities, Inc. Commercial Mortgage Pass-Through Cerificates, Series 2005-

The schedules of this policy consist of 4 page(s).

C1 Noteholder, filed for record July 13, 2006 in Book 1224 Page 128 in the records of Craighead County, Arkansas.

15. UCC Financing Statement by and between Tramontan Group I, LLC and Martini-Pace, LLC dated June 28, 2006 and filed for record August 29, 2006 in Book 1233 Page 505, records of Craighead County, Arkansas.
16. Tenancy-In-Common agreement by and between 1666 North Avalon LLC, 4 K's LLC, Tramontana Group I, LLC and Martini-Pace LLC all as tenants in Common dated April 25, 2006 and filed for record July 13, 2006 in Book 1224 Page 164 records of Craighead County, Arkansas.
17. Assignment of Tenant Leases by and between 1666 North Avalon, LLC, 4 K's LLC, Tramontan Group LLC, Martini-Pace LLC and Caraway Plaza, LLC dated June 28, 2006 and filed for record July 13, 2006 in Book 1224 Page 195 records of Craighead County, Arkansas.
18. Assignment of Service Agreements and Permits by and between 1666 North Avalon, LLC, 4 K's LLC, Tramontan Group LLC, Martini-Pace LLC and Caraway Plaza, LLC dated June 28, 2006 and filed for record July 13, 2006 in Book 1224 Page 211 records of Craighead County, Arkansas.

The schedules of this policy consist of 4 page(s).



Legislation Details (With Text)

File #:	RES-15:054	Version:	1	Name:	Condemn property at Tract 1, Hwy 351/Aggie Road for roadway improvements
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	4/1/2015	In control:		In control:	Public Works Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO THE CITY OF JONESBORO TO CONDEMN CERTAIN REAL PROPERTY LOCATED IN THE CITY OF JONESBORO AT TRACT 1, HWY 351/AGGIE ROAD INTERSECTION (AHTD 100790 - TRACT 1), JONESBORO, ARKANSAS FOR THE PURPOSE OF ROADWAY IMPROVEMENTS				
Sponsors:	Engineering				
Indexes:	Condemnation				
Code sections:					
Attachments:	Offer & Acceptance - Cooper Land & Dev Co - 100790 Tract 1				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO THE CITY OF JONESBORO TO CONDEMN CERTAIN REAL PROPERTY LOCATED IN THE CITY OF JONESBORO AT TRACT 1, HWY 351/AGGIE ROAD INTERSECTION (AHTD 100790 - TRACT 1), JONESBORO, ARKANSAS FOR THE PURPOSE OF ROADWAY IMPROVEMENTS

WHEREAS, the City of Jonesboro has the need to condemn by eminent domain certain property located within the City of Jonesboro located at Tract 1, Hwy 351/Aggie Road Intersection (AHTD 100790 - Tract1), Jonesboro, Arkansas for the purpose of roadway improvements; and

WHEREAS, an offer of \$22,000.00 has been made and refused by Cooper Land & Development Co., Inc. to sell their property located at Tract 1, Hwy 351/Aggie Road Intersection (AHTD 100790 - Tract 1), Jonesboro, Arkansas more particularly described as follows:

Part of the Southeast Quarter of the Northwest Quarter of Section 15, Township 14 North, Range 4 East, Craighead County, Arkansas, more particularly described as follows:
Commencing at a Half Inch Rebar found at the Center North Sixteenth Corner of said Section 15; thence South 89°47'33" West along the North line of said Southeast Quarter of the Northwest Quarter of Section 15 a distance of 56.25 feet to the West Right of Way line of Highway 351 as established by AHTD Job 10-RW-2 and the POINT OF BEGINNING; thence South 00°30'25" West along said right of way line a distance of 160.43 feet to a point; thence South 89°29'35" East along said right of way line a distance of 30.00 feet to a point; thence South 00°30'25" West along said right of way line a distance of 240.19 feet to the West Right of Way line of Highway 351 as established by AHTD Job 100790; thence North 36°42'22" West along said right of way line a distance of 57.74 feet to a point; thence North 08°26'16" West along said right of way line a distance of 207.59 feet to a point; thence North 40°03'26" West along said right of way line a distance of 72.92 feet to a point; thence North 72°53'37" West along said right of way line a distance of 94.34 feet to a point; thence North 29°20'03" West along said right of way line a distance of 39.47 feet to the South Right of Way line of Aggie Road as established by AHTD Job 100790; thence North 89°49'02" West along said right of way line a distance of 287.84 feet to a point; thence North 00°29'14" East along said right of way line a distance of

28.60 feet to the North line of said Southeast Quarter of the Northwest Quarter; thence North 89°47'33" East along said North line a distance of 482.54 feet to the POINT OF BEGINNING and containing 0.89 acres (38,848 sq. ft.) more or less as shown on AHTD plans referenced as Job 100790.

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

Section 1: That the City of Jonesboro is here by vested with the power of eminent domain and authorized under Arkansas Code Annotated 18-15-309 to condemn said property located at Tract 1, Hwy 351/Aggie Road Intersection (AHTD 100790 - Tract 1), Jonesboro, Arkansas.

Section 2: This condemnation is necessary to obtain property for roadway improvements in the City of Jonesboro.

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

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

2. **PROPERTY DESCRIPTION: AHTD 100790 - Tract 1**

Part of the Southeast Quarter of the Northwest Quarter of Section 15, Township 14 North, Range 4 East, Craighead County, Arkansas, more particularly described as follows:

Commencing at a Half Inch Rebar found at the Center North Sixteenth Corner of said Section 15; thence South 89°47'33" West along the North line of said Southeast Quarter of the Northwest Quarter of Section 15 a distance of 56.25 feet to the West Right of Way line of Highway 351 as established by AHTD Job 10-RW-2 and the POINT OF BEGINNING; thence South 00°30'25" West along said right of way line a distance of 160.43 feet to a point; thence South 89°29'35" East along said right of way line a distance of 30.00 feet to a point; thence South 00°30'25" West along said right of way line a distance of 240.19 feet to the West Right of Way line of Highway 351 as established by AHTD Job 100790; thence North 36°42'22" West along said right of way line a distance of 57.74 feet to a point; thence North 08°26'16" West along said right of way line a distance of 207.59 feet to a point; thence North 40°03'26" West along said right of way line a distance of 72.92 feet to a point; thence North 72°53'37" West along said right of way line a distance of 94.34 feet to a point; thence North 29°20'03" West along said right of way line a distance of 39.47 feet to the South Right of Way line of Aggie Road as established by AHTD Job 100790; thence North 89°49'02" West along said right of way line a distance of 287.84 feet to a point; thence North 00°29'14" East along said right of way line a distance of 28.60 feet to the North line of said Southeast Quarter of the Northwest Quarter; thence North 89°47'33" East along said North line a distance of 482.54 feet to the POINT OF BEGINNING and containing 0.89 acres (38,848 sq. ft.) more or less as shown on AHTD plans referenced as Job 100790.

3. **PURCHASE PRICE:** The Buyers will pay as total purchase price for said property and temporary construction easement the sum of \$22,000.00, plus allowable expenses not to exceed 10%.

4. **CONVEYANCE:** Conveyance shall be made to Buyers or as directed by Buyers, by General Warranty Deed, except it shall be subject to recorded restrictions and easements, if any, which do not materially affect the value of the property. Conveyance shall not include minerals therein and there under, as oil, gas, distillate, condensate, salt water and its component parts, and all other hydrocarbons which do not interfere with the surface use for highway purposes.

5. **ABSTRACT OR TITLE INSURANCE:** The owners of the above property, hereinafter called Seller, shall furnish a policy of title insurance in the amount of the purchase price. The cost of the policy of title insurance shall be paid by the Buyer.

6. **PRO-RATIONS:** Taxes and special assessments due on or before closing shall be paid at closing from the proceeds of the sale. Any deposits on rental property are to be transferred to

Buyer at closing. Insurance, current general taxes and special assessments, rental payments, and any interest on assumed loans shall be prorated at closing unless otherwise specified herein.

7. **CLOSING:** The closing date which will be designated by Agent, is estimated to be on or about March 2015. However, any unforeseen delays such as clearing title specifically do not void this contract.

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

THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED BY BOTH BUYERS AND SELLER AND APPROVED BY THE CITY COUNCIL.

THIS OFFER IS ACCEPTED ON: _____

CITY OF JONESBORO

COOPER LAND & DEVELOPMENT CO. INC

BY:

BY:

HAROLD PERRIN, MAYOR

ATTEST:

TITLE:

DONNA JACKSON, CITY CLERK



Legislation Details (With Text)

File #:	RES-15:055	Version:	1	Name:	Condemnation of property located at Tract 4, Hwy 351/Aggie Road for roadway improvements
Type:	Resolution	Status:			To Be Introduced
File created:	4/1/2015	In control:			Public Works Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO THE CITY OF JONESBORO TO CONDEMN CERTAIN REAL PROPERTY LOCATED IN THE CITY OF JONESBORO AT TRACT 4, HWY 351/AGGIE ROAD INTERSECTION (AHTD 100790 - TRACT 4), JONESBORO, ARKANSAS FOR THE PURPOSE OF ROADWAY IMPROVEMENTS				
Sponsors:	Engineering				
Indexes:	Condemnation				
Code sections:					
Attachments:	Signed Offer & Acceptance - Kimberly A. Clayton - 100790 Tract 4				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO THE CITY OF JONESBORO TO CONDEMN CERTAIN REAL PROPERTY LOCATED IN THE CITY OF JONESBORO AT TRACT 4, HWY 351/AGGIE ROAD INTERSECTION (AHTD 100790 - TRACT 4), JONESBORO, ARKANSAS FOR THE PURPOSE OF ROADWAY IMPROVEMENTS

WHEREAS, the City of Jonesboro has the need to condemn by eminent domain certain property located within the City of Jonesboro located at Tract 4, Hwy 351/Aggie Road Intersection (AHTD 100790 - Tract 4), Jonesboro, Arkansas for the purpose of roadway improvements; and

WHEREAS, condemnation by eminent domain is necessary due to time constraints and length of time required by the mortgage company to prepare a deed release for the property located at Tract 4, Hwy 351/Aggie Road Intersection (AHTD 100790 - Tract 4), Jonesboro, Arkansas more particularly described as follows:

Part of Lot 5, Block B, Countrywood Addition Phase III Subdivision located in the Southwest Quarter of the Northeast Quarter of Section 15, Township 14 North, Range 4 East, Craighead County, Arkansas, more particularly described as follows:

Commencing at a Two Inch Pipe found at the Northeast Corner of Lot 5, Block B, Countrywood Addition Phase III, Plat Book B, Page 93 as filed in Craighead County, thence North 45°39'29" West along the North line of said Lot 5 a distance of 201.14 feet to the Eastern Right of Way of Highway 351 as established by AHTD Job 100790 and the POINT OF BEGINNING; thence South 00°30'25" West along said right of way line a distance of 45.98 feet to a point; thence North 89°31'13" West along said right of way line a distance of 15.25 feet to a point on the Eastern Right of Way of Highway 351 as established by the Plat of Countrywood Addition Phase III, Plat Book B, Page 93 as filed in Craighead County; thence North 00°30'25" East along said right of way line a distance of 60.63 feet to a point on the North line of said Lot 5 also being the Eastern Right of Way of Highway 351 as established by AHTD Job 100790; thence South 45°39'29" East along said right of way line a distance of 21.14 feet to the POINT OF BEGINNING, and containing 0.02 acres (813 sq. ft.) more or less as shown on AHTD plans referenced as Job 100790.

Also a temporary construction easement containing 0.04 acres (1582 sq. ft.) more or less as shown on AHTD plans referenced as Job 100790 and labeled TCE 4E-1.

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

Section 1: That the City of Jonesboro is here by vested with the power of eminent domain and authorized under Arkansas Code Annotated 18-15-309 to condemn said property located at Tract 4, Hwy 351/Aggie Road Intersection (AHTD 100790 - Tract 4), Jonesboro, Arkansas.

Section 2: This condemnation is necessary to obtain property for roadway improvements in the City of Jonesboro.

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

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

2. **PROPERTY DESCRIPTION:** **AHTD 100790 - Tract 4**

Part of Lot 5, Block B, Countrywood Addition Phase III Subdivision located in the Southwest Quarter of the Northeast Quarter of Section 15, Township 14 North, Range 4 East, Craighead County, Arkansas, more particularly described as follows:

Commencing at a Two Inch Pipe found at the Northeast Corner of Lot 5, Block B, Countrywood Addition Phase III, Plat Book B, Page 93 as filed in Craighead County, thence North 45°39'29" West along the North line of said Lot 5 a distance of 201.14 feet to the Eastern Right of Way of Highway 351 as established by AHTD Job 100790 and the POINT OF BEGINNING; thence South 00°30'25" West along said right of way line a distance of 45.98 feet to a point; thence North 89°31'13" West along said right of way line a distance of 15.25 feet to a point on the Eastern Right of Way of Highway 351 as established by the Plat of Countrywood Addition Phase III, Plat Book B, Page 93 as filed in Craighead County; thence North 00°30'25" East along said right of way line a distance of 60.63 feet to a point on the North line of said Lot 5 also being the Eastern Right of Way of Highway 351 as established by AHTD Job 100790; thence South 45°39'29" East along said right of way line a distance of 21.14 feet to the POINT OF BEGINNING, and containing 0.02 acres (813 sq. ft.) more or less as shown on AHTD plans referenced as Job 100790.

Also a temporary construction easement containing 0.04 acres (1582 sq. ft.) more or less as shown on AHTD plans referenced as Job 100790 and labeled TCE 4E-1.

3. **PURCHASE PRICE:** The Buyers will pay as total purchase price for said property and temporary construction easement the sum of \$1,700.00 , plus allowable expenses not to exceed 10%.

4. **CONVEYANCE:** Conveyance shall be made to Buyers or as directed by Buyers, by General Warranty Deed, except it shall be subject to recorded restrictions and easements, if any, which do not materially affect the value of the property. Conveyance shall not include minerals therein and there under, as oil, gas, distillate, condensate, salt water and its component parts, and all other hydrocarbons which do not interfere with the surface use for highway purposes.

5. **ABSTRACT OR TITLE INSURANCE:** The owners of the above property, hereinafter called Seller, shall furnish a policy of title insurance in the amount of the purchase price. The cost of the policy of title insurance shall be paid by the Buyer.

6. **PRO-RATIONS:** Taxes and special assessments due on or before closing shall be paid at closing from the proceeds of the sale. Any deposits on rental property are to be transferred to Buyer at closing. Insurance, current general taxes and special assessments, rental payments, and any interest on assumed loans shall be prorated at closing unless otherwise specified herein.

7. **CLOSING:** The closing date which will be designated by Agent, is estimated to be on or about March 2015. However, any unforeseen delays such as clearing title specifically do not void this contract.

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

THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED BY BOTH BUYERS AND SELLER AND APPROVED BY THE CITY COUNCIL.

CITY OF JONESBORO

THIS OFFER IS ACCEPTED ON: 3/23/15

BY:

BY:

HAROLD PERRIN, MAYOR

Kimberly A. Clayton
KIMBERLY A. CLAYTON

ATTEST:

DONNA JACKSON, CITY CLERK