



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Council Agenda City Council

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Tuesday, March 3, 2026

5:30 PM

Municipal Center, 300 S. Church

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### **PUBLIC WORKS COUNCIL COMMITTEE MEETING AT 5:00 P.M.**

*Council Chambers, Municipal Center*

#### **1. CALL TO ORDER BY MAYOR HAROLD COPENHAVER AT 5:30 P.M.**

#### **2. PLEDGE OF ALLEGIANCE AND INVOCATION**

#### **3. ROLL CALL (ELECTRONIC ATTENDANCE) INITIATED AND CONFIRMED BY CITY CLERK APRIL LEGGETT**

#### **4. SPECIAL PRESENTATIONS**

**COM-26:011** STATE OF THE CITY PRESENTATION BY MAYOR HAROLD COPENHAVER

#### **5. CONSENT AGENDA**

*The Consent Agenda is a meeting method to make City Council meetings more efficient and meaningful to the members of the audience. All matters listed within the Consent Agenda have been distributed to each member of the Jonesboro City Council for reading and study, are considered to be routine, and will be enacted by one motion of the City Council with no separate discussion. If a separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request of a member of the City Council.*

**MIN-26:018** MINUTES FOR THE CITY COUNCIL MEETING ON TUESDAY, FEBRUARY 17, 2026

**Attachments:** [CC Minutes 02172026.pdf](#)

**RES-26:014** A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS, TO ENTER INTO A PLATFORM SERVICES AGREEMENT WITH CUBIC TRANSPORTATION SYSTEMS, INC., FOLLOWING A COMPETITIVE REQUEST FOR PROPOSALS PROCESS

**Sponsors:** JETS

**Attachments:** [Jonesboro AR Platform Services Standard Agreement.pdf](#)

**Legislative History**

2/17/26	Public Services Council Committee	Recommended to Council
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**RES-26:016** A RESOLUTION TO PURCHASE FIRE DEPARTMENT SAFETY AND RESCUE

## EQUIPMENT AND AMEND THE FY2026 BUDGET

**Sponsors:** Fire Department and Finance**Legislative History**2/17/26 Public Safety Council Recommended to Council  
Committee**6. NEW BUSINESS***ORDINANCES ON FIRST READING***ORD-26:006** AN ORDINANCE BY THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE**Sponsors:** Engineering**Legislative History**2/17/26 Public Safety Council Recommended to Council  
Committee**7. UNFINISHED BUSINESS***ORDINANCES ON SECOND READING***ORD-26:005** AN ORDINANCE TO VACATE AND ABANDON A DRAINAGE EASEMENT LOCATED IN LOT 5R OF THE SECOND ADDITION OF BLOCK C, SOUTHERN HILLS, JONESBORO, ARKANSAS:**Attachments:** [Drainage Abandonment Exhibit](#)[Approval Letters](#)[Petition](#)[Receipt](#)**Legislative History**

2/17/26 City Council Held at one reading

**ORD-26:007** AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO RS-6 FOR PROPERTY LOCATED AT 900 N. CARAWAY ROAD AS REQUESTED BY KLAUS PROPERTY MANAGEMENT LLC**Attachments:** [Application](#)[Notifications](#)[Plat](#)[Staff Summary RZ\\_26-03](#)[MAPC Minutes 02.10.26](#)[Publication Receipt](#)**Legislative History**

2/17/26 City Council Held at one reading

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*ORDINANCES ON THIRD READING*

**ORD-26:004** AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO RS-7 FOR PROPERTY LOCATED AT 1306 CHARLES DR. AS REQUESTED BY WESTON WAGNER

**Attachments:** [App\\_1306CharlesDr](#)  
[Staff Report- RZ-26-01](#)  
[MailReceipts\\_1306CharlesDr](#)  
[Rezoning MAPC 1.13.26](#)  
[Receipt](#)

**Legislative History**

2/3/26	City Council	Held at one reading
2/17/26	City Council	Held at second reading

**8. MAYOR'S REPORTS**

**COM-26:010** DECEMBER 2025 FINANCIAL STATEMENTS

**Sponsors:** Finance  
**Attachments:** [December 2025 Financials.pdf](#)

**9. CITY COUNCIL REPORTS**

**10. PUBLIC COMMENTS**

*Public Comments are limited to 5 minutes per person for a total of 15 minutes. This time is allotted for items that are not on the agenda.*

**11. ADJOURNMENT**



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: COM-26:011

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**Agenda Date:**

**Version:** 1

**Status:** To Be Introduced

**In Control:** City Council

**File Type:** Other  
Communications

STATE OF THE CITY PRESENTATION BY MAYOR HAROLD COPENHAVER



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: MIN-26:018

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**Agenda Date:**

**Version:** 1

**Status:** To Be Introduced

**In Control:** City Council

**File Type:** Minutes

MINUTES FOR THE CITY COUNCIL MEETING ON TUESDAY, FEBRUARY 17, 2026



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Minutes City Council

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Tuesday, February 17, 2026

5:30 PM

Municipal Center, 300 S. Church

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### PUBLIC SERVICES COUNCIL COMMITTEE MEETING AT 4:30 P.M.

### PUBLIC SAFETY COUNCIL COMMITTEE MEETING AT 5:00 P.M.

### PUBLIC HEARING AT 5:25 P.M.

### 1. CALL TO ORDER BY MAYOR HAROLD COPENHAVER AT 5:30 P.M.

### 2. PLEDGE OF ALLEGIANCE AND INVOCATION

### 3. ROLL CALL (ELECTRONIC ATTENDANCE) INITIATED AND CONFIRMED BY CITY CLERK APRIL LEGGETT

**Present** 9 - Brian Emison;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Janice Porter;John Street;Charles Coleman and Ann Williams

**Absent** 3 - Chris Moore;Anthony Coleman and LJ Bryant

### 4. SPECIAL PRESENTATIONS

*Mayor Harold Copenhaver said, Council, I think it's very imperative that, again, you brought it to my attention early on. I think we need to have more special presentations in front of City Council, making Council aware of things that we're doing, and also things that you have voted on and supported when it comes to moving forward with the city budget. We've made some really large decisions in the last five years when it comes to health insurance, the rising just cost are becoming prohibitive for so many citizens across our community. And so I want to say, first of all, when we bring it to Council, the engagement piece that you all have is very important. And again, I want you to know what we're doing behind the scenes as well with our department heads. Dewayne, if you want to come forward and you can make an introduction here of the members that are present this evening. I felt tonight, it's very important for you to see the results of your decision and ours that we brought to you, the reflection of what we have done now in over a year being on a self serving program. That was a big step for the City of Jonesboro. And as you know, it's always a priority of this administration to put our employees needs first, and healthcare is one of those. It's very important. A lot of times, we can't provide other needs and services, but with the health insurance participation levels that Council approves every year in our budget that allows us to be competitive for our employees and helps them in the pocketbook and they can get the best healthcare. So in turn, they're able to be at work. So Dewayne, if you would, feel free to go ahead. You have the floor, and I appreciate Council's attention.*

*Human Resources Director Dewayne Douglas said, yeah, I think you also, and I think it would be very beneficial to everyone to see how the plan has been evolving as we started. I think you are going to be impressed with the numbers and information. And I'm pleased to have the Hatcher Group with me tonight, along with ADP, as well, because now we have the self service on our mobile apps, and things like that for employees. They will talk a little bit about that, but I won't talk anymore, but I'll turn it over to Greg Hatcher and let him explain about the plan.*

[COM-26:009](#)

2025 CLAIMS ANALYSIS PRESENTATION BY THE HATCHER AGENCY

**Attachments:** [City of Jonesboro Council Meeting Claims Analysis 2025.pdf](#)

*Greg Hatcher, Hatcher Insurance Group, said, well, I think the first thing I'd like to do is just talk about healthcare costs in general, even before we get into the details, because, you know, as for a person that's not dealing with it every single day, it's like, why are the costs going up and up and up? It's like you're just running against a headwind all the time. So, there's several reasons. One, you know, when we passed healthcare reform in 2008, it took place in 2010. We added no preexisting conditions. We added wellness to the plans that weren't covered before. We added birth control pills. We added psychiatric drug, alcohol recovery with no limit. Okay, it used to be, it used to have all these limits. So anytime you add to a plan more coverage, it's going to cost more money. I always use the example that you can go buy a Camry, just the base Camry, or you can buy one with one leather seats, with a spoiler, with a sunroof, with, you know, cool tires, and it's always going to cost more. So, there's no argument that the additional coverages that we added were really important and certainly take care of Americans better, but I think what Americans weren't ready for is the compounding of that year after year after year. Then you have guys like me, baby boomers, the aging of the population. So today, our society, for every, for every one person that's, you know, retired, we have four working to pay for it. In the next 10 years, it could be, they're showing the ratios could be 2 to 1. Just the population is aging as we age. You know, we use more healthcare. And then I think everybody knows that we have more and more procedures, you know, it used to be when I started in this business, somebody had a heart issue, they had a quadruple bypass. Today, somebody has a heart issue, most of the time, they get a stint. You know, then they're home in a couple days, okay? It used to be the people died from those things. I have personally witnessed a heart attack playing pickleball with a guy that they said 98% chance he shouldn't make it, but he had a doctor doing CPR. We did the work, you know, and I'm eating dinner with him a week later. So, healthcare's very important. There's nothing more important than your health. With that being said, when we're going, we're delivering rate increases, it isn't fun. So, if you look back 15 years ago, how many groups did we have fully insured versus self-funded? It would have been almost all fully insured, except the big boys. Okay, the really big groups today, groups at 100 lives, 150 lives, are going self-funded because they're trying to battle those headwinds. So one of the things that people don't realize is when we passed healthcare reform, we added those coverages, but we did not address prescriptions. It was not part of healthcare reform. They were, it was just completely ignored. So, today, if you're fully insured, every time there's a health, there's a prescription drug claim, there is a drug rebate that goes under the table to the insurance company. And I say under the table, not illegally, but just that you can't see. So the pharmaceutical companies are paying drug rebates to that vendor. That's gotten to be quite substantial. It also puts the vendor in a position that do they really care if we're using high cost drugs because the bigger, the higher cost of the drug, the more the drug rebates. So at some point, prescription drugs will have to be regulated. You know, today, the drug companies give all kinds of free drugs out to the doctors and they even take care of people that are*

really, really sick at certain income levels. But part of that is, part of that's nice, and part of it helps them with Congress to not be messed with. So it's really a delicate dance. I don't have a solution. I've been doing this for 44 years and there's no just, hey, this is what you do and it will fix it. So what we do is we do the best that we can each and every year. And when a group goes self-funded, they're taking the first step to do the most that they can possibly do to help. So, if we look at these numbers, on the 1st page, when you guys were fully insured with Blue Cross Blue Shield, your claims totaled \$10 million. Alright, so your claims hit a total of \$10 million and you paid in \$6 million in premium. So I think everybody, whether you've ever dealt with an insurance renewal or not, if you pay in \$6 million and you have \$10 million in claims, you're going to get hammered. And you did, you got hammered with a 50% rate increase. We tried to make, you know, some adjustments, you know, got it down, but the reality is just negotiating is never going to change anything, okay? So, we stayed self-funded with the exact same carrier. I mean, we're still with Blue Cross Blue Shield. It's just a difference in how you pay. I like to use the example of you can build your house on a fixed bid. A builder builds it and if they make a profit, they keep the difference, or you can do it on a cost plus basis. You pay as you go. Well, in the insurance business, it's always better to pay as you go because when you have good year, you didn't spend the money. So I say to people, if your claims are this much, they're going to set the premium here, right? If your claims go to here, they're going to set the premium here, but what happens when you have a good year here? They leave the premium up here. When you are self-funded, you never paid it. So, we decided to make a move based on that. And you have to realize that right now, in Jonesboro, we have a very serious situation at the hospitals not staying with the United Healthcare Network. Okay? So why do you see more battling between hospitals and the insurance carriers on the reimbursement rates? Because it makes a difference. The hospitals are struggling to make it. But when they give a pay raise to a hospital or a doctor, up goes the cost at the same time. And what I want to tell you is that it just keeps getting passed on. So every time a carrier pays more, which may be needed, I've been involved in a bunch of those negotiations, but take Baptist and United, that was the last one. You know, they gave them an increase. When that occurs, then the claims go up, the client gets the increase, and the client has to deal with, do I charge my employees more, or do I raise the deductible or do I shift them to Medicare or do I shift them, you know, to the insurance exchange? So, you know, we are battling those headwinds with your plans.

So, to the numbers, if you go self-funded, you have several advantages that you don't have fully insured. The first is the premium. The first is the premium tax. So there is a 7.5% premium tax in Arkansas. And every fully insured premium dollar paid, some of that goes to the federal government to fund the exchange and some goes to the state insurance department. Some goes to PCORI, which is Patient Centered Outcome Research Institute to solve dreaded diseases. Okay? But when you go self-funded, you do an end around, and you don't have to pay tax anymore on claims administration, or claims, and claims is the biggest part of the equation. You still have to pay the tax on the reinsurance portion, which is if a big claim, you know, say goes over \$100,000, they eat the balance. But if I can reduce the taxes on 80% of your cost, 80% of 7.5 is 6%. So you save the 6%. The next thing is those drug rebates that I said that go under the table to the insurance carrier, when you're self-funded, you are the carrier. You are the provider. Now, those drug rebates go to the city. And when we went self-funded, we got \$671,000 worth of drug rebates that were going to the carrier. Now, make no mistake, Blue Cross still gets to keep some of it, because there, it's still their PBM, but the majority of it, you're getting. Okay? Each year we'll take a look at that. Is it worth switching to another PBM where you can get it all, but then your admin fee with Blue Cross could be higher. It's kind of an offset. There's more benefit flexibility when

*your self-funded, okay? If you want GLP-1's covered, we could do it. Now, right now, I don't have a single group that has covered GLP-1's. But the point is that any, we can, we can tailor our plan to the way we want it. When you buy fully insured, you have to buy a cookie cutter plan that was filed with the state insurance department. If you want to go up on your deductible 5% from \$1,500 to \$1,650, you could do it self-funded versus you couldn't do it fully insurance because they would, they don't have that deductible filed. So much more flexibility in the benefit design. Okay? The big one is we pay claims as we go, instead of sending that premium to the carrier on January 1st, and they put it in their bank account, and they earn interest. Okay? It sits in our bank account, and we are earn interest. And more importantly, when we have that good year, we get to keep the money because we never sent it out. A lot of people talked about Blue Cross had a tough year last year where they lost money. They did. But, they didn't talk about the investment earnings on the billions of dollars they have sitting there waiting, which counts towards your net income. Here's a big one. Access to your detailed claims data. If I told you to manage the city's expenses, but I wouldn't give you any reports, I wouldn't tell you what you spent your money on, that would be a pretty impossible thing. But when you're fully insured due to HIPAA, but also do the fact that carriers don't always want to give you all that data because you can use that data against them to negotiate or negotiate with other carriers, they won't give you the data that shows you where your large claims are, what drugs everybody's taking, so that you can manage those. When you're self-funded, that is your data. You get a look at it. We can set the drug formularies to be smart. So one of the things we're most happy about with the City of Jonesboro in the first year, is a typical group, a person uses 1.5 prescriptions for every insured member. So you have about 700 members. So you guys use about more than a 1,000 prescriptions a month. When we went from fully insured to self-funded, we now could see those prescriptions, and we could script source them. We could go out of the country. We could go to a better place to buy them. And, out of your 1,000 plus prescriptions, we only looked, there were 36 that were really impactful, and we script sourced 36 prescriptions, only 36 out of 1,000. And we called those members up and said, hey, if you'll do this mail order, if you'll take your prescription this way, we'll make you have no co-pay, no deductible. It's 100% payment because by doing this it saves the plan money. It saved \$1.6 million on those 36 prescriptions. Mayor Copenhaver asked, you want to say that again please? Mr. Hatcher continued, yeah, so those 36 prescriptions, we saved \$1.6 million on just by being able to get them in a different spot. I'll give you an easy example. If you can sing the jingle on TV, it's a really expensive prescription, okay? So, like, Skyrizi's, my favorite, okay? Jardiance is pretty good. But if Skyrizi is \$27,000 a month, and we go fix that and get it for \$6,000 a month with a similar prescription that works, that's \$21,000 a month times 12 is \$250,000. That's how we saved \$1.6 million. But if you're only insured, they don't care. They're getting a rebate. The higher the prescription, the bigger the rebate. And I don't want to, I know I'm in a public forum, but I'll say it to anybody at any carrier, they have no incentive to do that. Okay? So when we're self-funded, we spend a lot of time trying to manage those claims. Okay? And, you know, just for the record, we sell tons of Blue Cross fully insured. Sure, this isn't about Blue Cross. This is all carriers deal with this. Okay? It's just that when you go self-funded, you have more control.*

*So, when we went from self-funded to fully insured, our claims, I mean from fully insured to self-insured, on our claims went from \$10.1 million to \$8.7 million. Now, that should not happen because anybody that's been reading the newspaper knows the trend in healthcare right now. Last year, it was 12%. That's the highest it's been in I don't know 15-20 years. I don't remember it ever being that high. Why was it so high in the previous year? Because of the Transparency Act. So the transparency act, you know, it's like we have this perfect storm. We had healthcare reform that added all*

these coverages, okay? That was when Obama was President. President Trump came in and he put in the Transparency Act. Depending on which side you're at, you can blame them both, okay. They weren't meaning to do bad things, but it kind of works out that way sometimes. So the Transparency Act said that the consumers should be able to see what the doctor/hospital is charging. I have never had a customer call me and say, can you help me get online and see what the doctor's charging for my knee replacement? I want the cheapest one. I want the guy that's got a sale this month on knee replacements. No, they want the best guy. They just want to know who's the best at it. They don't care what the cost is because their cost is deductible, co-insurance, and out-of-pocket. It doesn't matter if they charge \$49,000 or \$25,000. It's going to cost them the same deductible, co-insurance and out-of-pocket. But guess who can see all the prices. All the providers can see the prices. So, if you were a hospital, you didn't know what the other hospital's getting paid for the care, but now you do, and if it's lower than what you're getting paid, and for, what if your hospital is even better, you're going to want more. And even if you're the best hospital in Arkansas you're getting paid the most. Did you know Arkansas reimburses our providers and hospitals? We're 50 out of 50. So they're getting the lowest reimbursement rate. So they have a pretty good argument when they're like, hey, we're not getting paid enough. We're barely making it. Why is somebody in Texas getting paid 50% more? Why? And, in Louisiana they are getting paid. Name your state. They're getting paid more. So when they could now see this because all that was confidential data before, they have an argument. And the thing that I like to tell people to really illustrate it, tomorrow, Mayor, go print the salaries of all the city employees, you know, on, you know, or in your company. Go put it on the front door and see how many problems you have. Okay? Because somebody's going to say, I do a better job than them. If they're getting this, I should get that. That's kind of what the Transparency Act did, and it bumped up trend. Okay? Now, the hospitals, and the doctors, and the insurance companies, and then signing contracts, generally two or three years, so it will slow it down a little bit, but the Transparency Act is here to stay. Okay? It's here to stay and healthcare reform is here to stay. We're not going to go back to no preexisting, okay? So, healthcare is, you know, a crazy time. So desperate times, desperate measures, you're looking at everything. So, but to think that our claims dropped with that trend and all that going on, definitely the management of being able to be self-funded and watching, and we have to even watch it more. We have to watch it even more. At the Hatcher Agency, we're looking for other ways to even get more data to help you. Your drugs dropped from \$3.2 million to \$1.8 million during that year from 2024 to 2025. It should be going up, but it went down because we could source those drugs. Especially drug management's key. You know, I think you'll see a lot more coming on drugs. You know, can we buy our drugs in Canada? Can we buy them in the U.K.? So, nobody ever wants to hear from an insurance agent for very long, okay? But I hate to come here and not tell you the truth and hit your hard right in the nose with why it goes up. It was growing up because we cover more than we used to and everybody can see what the price is. Okay? That, it was designed so you could see the price and negotiate it down, but the only product in the world that nobody cares what the price is healthcare because somebody else is paying for it. And it's the only product in the world, like, we don't have a right to eat steak every night. We don't have the right to drive a Cadillac every day. But we do have the right to the very best healthcare. That's the way we think in America. You know? You don't have the right to the nicest anything, except healthcare. And, frankly, it is the most important thing, because try not having your health and see how important it is. So any questions?

Mayor Copenhaver said, Council, I think, too, I want to remind, and Greg, if I'm not incorrect on this, the year that we had the increase of 25%, Council approved that we assist in that for our city employees because that was a significant rate increase. And

it was at 50 at one point, you were able to negotiate that down, and then, in the budget that year, we were able to absorb some of that for our city employees. Mr. Hatcher replied, yeah, and a carrier will not continue to lose money on you. They are going to get that number right. So, it was better to be proactive and take control of it ourselves. I always tell people when I move to self-funded, this is not going to fix healthcare. There's nothing that fixes healthcare. It's the best option for healthcare. You know, it gives us a 13% advantage every year because we save the 6% in taxes. We saved the 3% average on drug rebates that we were losing. We saved the 3% underwriting gain that an insurance carrier normally gets to keep, and we make 1% on our money. That's 13%, and that's before we start managing the drugs. If we can manage the drugs and manage the claims, like, I'll give you a perfect example, and you tell me when you want me to stop, okay? But let's say you're fully insured, when you're fully insured, you're just driving along, you're asleep at the wheel. You're not paying attention to anything because it's somebody else's money. As soon as you go self-funded, it's our money and it affects us. Let's say an employee, and I just had this happen, a employee gets in a car wreck. It's a terrible car wreck. He's in the hospital for a long time in the group now. They can't pay him anymore. They have to put him on COBRA. Well, you know, normal HR, hey, let's just put him on COBRA. Well if your self-funded, you're like, wait a second. Wait a second, the guy's not working anymore. If I put him on COBRA, it's going to run up the claims on my plan. What about the Insurance Exchange. He's not making money right now. He gets subsidy on the Insurance Exchange. Should we see if we can get him a policy on the exchange, at a cheaper rate than the COBRA rate, which is better for him and better for us? The answer is yes. Okay? So our job and your job is to keep your eyes open. Are there ways to help both sides? And I'll end with this. How do I look? Do I look like I'm a claim waiting to happen next year? If I gave you \$800 a month, make it \$1,000, would you insure me? David, would you take me for \$1,000 a month? Councilmember David McClain said, yeah. Mr. Hatcher said, and that feels good. Most people won't take me. They take one look and be like. Okay. That's what it's like to insure somebody today, no medical questions. You don't get asked. You don't get to know, it's kind of risky. But I'm going to have what I'm going to have this year. I hope hopefully nothing. But we're just fighting over who's going to pay for it. If we put me on Medicare, we shifted to the government. We put me on the Exchange, we shifted to the Exchange. If Blue Cross has to pay more to the provider, they got shifted to Blue Cross and they're going to try to shift it back to you and since you're self-funded, if Blue Cross pays more to the provider, really, you're paying more to the provider. So it's one big battle. If we can, if we can get it, if we can, if we can script source our drugs, we shifted it away from, you know, our care making money. It's one big battle over who's going to pay for it. That's what's going on with healthcare and that's what will always be controversial. But hopefully, I've helped you understand a little bit more about it and how we can better control our plan.

Mayor Copenhaver said, Greg, first of all, thank you very much. Council, this has been a work in progress for at least like four years. And we've taken steps every year, gentle steps, but we've gotten to this point. Greg, how do we compare what you see other self-funded programs in Arkansas, per se? Mr. Hatcher replied, so, I want to say one thing before that, most of the time, I'm telling my staff, do not sell cities, counties, self-funded plans because there's too many decision makers. There's people everywhere and they may not understand it. It's just easier to stay fully insured. But this situation was a little different, okay? We had a Mayor who understands insurance a little bit. Okay? We had a really good HR team and our CFO's, they got it. So we felt comfortable doing it. You know, a city and a county has a lot of blue collar workers having to work on the streets, you know? It's a pretty good gig, you know, that we tend to keep our people. They don't have high turnover. So sometimes the average age is higher. You also have men. The older a man is, the more claims they have, you know.

So, you know, how you compare to the others? Certainly, the way you manage the plan and the way we were able to do the script sourcing, that's better than most. You know, are our rates lower than the market, no, probably about average, okay? But you're not an average group. You're an above average, you know, age and risk type group. So we're managing it. I will say that most groups that go fully insured to self-funded, do not have claims go down in year one. They're just, they're trying to avoid trend. They're trying to manage it. So I was real pleased with the fact that it actually, you know, went down. That doesn't mean anybody's going to be happy. It doesn't mean we're going to avoid rate increases, but we're going to try. And, the best thing we can do is go hire a bunch of 22 year olds. But, you know, that doesn't always work, right? Mayor Copenhaver said, thank you. Mr. Hatcher said, alright, thank you. Mayor Copenhaver asked, Council are there any questions? Councilmember Janice Porter said, I would just like to make a comment. The insurance plan paid for me to participate in a VIRTA weight loss program. And after years of failed attempts, I started on this program January 3rd and I've lost 22 pounds. And my blood sugar, blood cholesterol numbers are normal now. And this is something, a plan, that I can go with and stay with and be not miserable. Thank you. Mr. Hatcher said, that's a really good point. You know, the other thing we can do that I don't address is get healthier. Right? Work out more, eat better. Dewayne is always on his what, what wellness plan can we do? So, HR is on that, but yes, we can all do the best with the community. Mr. Douglas said, thanks for sharing that and there's many others in the room that could share the same story. So that was a good add on. I'd like to take a few minutes, just to introduce the team and let them tell them about their role, and I ask them to keep it short, but these are the ones that I work with on a daily basis.

Hey, Council, my name's Jacob Still. I'm one of the healthcare consultants at the Hatcher Agency that works directly with Dewayne and his team pretty much daily, multiple times a day, managing the plan, and also kind of being the point of contact for a lot of employees as they're navigating healthcare, because healthcare is, you know, definitely something that's frustrating. You know, when we're having to handle that, and the employees, you know, it's usually, you know, it's a pretty down day when they're having to go get a procedure done or, you know, trying to understand bills, and, you know, work through that process, but I'll keep this quick. A few years ago, me and Dewayne started talking and he's, you know, him and his team have had a real big push on wellness programs. And when you're fully insured and you're trying to do a wellness program, you know, it's like, you know, playing darts blindfolded, you know, you're just throwing a dart hoping it sticks on the board and hoping that works. You know, it's very hard to pinpoint exactly what you need to do, what you want to do. So this year, we had three goals, you know, increase the amount of people that got their wellness visit which is your preventive visit, which you get for free under the plan. You know, have a cancer program in place for anyone that has a cancer diagnosis, and then something that can control the specialty medication. So, led by Dewayne, this year for the first time, he partnered with NYIT and Arkansas State and did onsite wellness clinics. We had two of them this year, one outside of the city hall, here, in the parking lot, and one outside at Public Works. And because of that, we had more people get their wellness visit this year than ever before which is good because a lot of people were able to get their levels checked, and, you know, see their health risk, and, you know, notice things before they become a serious, chronic condition. You know, and that's part of, you know, containing costs, kind of like what Janice was saying, you know, control what you can control and that was a big part of it. The second thing is, you know, through it, through the program that the city has, we have a cancer program that anyone that's had a cancer diagnosis, and since 2023, we've had over 80 cancer treatment claims hit the plan, which is, you know, obviously, you always hope that, you know, number goes down. But through this cancer program, employees now have

access to high oncology networks, you know, nurse care, and basically a patient advocate that walks with them through the entire process, and gives them second opinions on every single thing because when you have cancer, it is a very scary thing. A lot of people don't really like to navigate that by themselves. And, the most important thing about this program, we have a lot of, we have a handful of employees that are utilizing it now, is, you know, there's a series of follow ups with this program that makes sure that the employees feel secure about any future treatments or anything that, you know, might come up on the horizon. And then the third thing that we've obviously talked about is, you know, managing the specialty medication. The program that we put into place, and Greg kind of talked about it, allowing people that make below a certain amount of income, get directly from the manufacturer, an extreme, discounted price, you know, so these employees weren't having to pay as high out-of-pocket expenses for these specialty medications which would help them as well. And, you know, now that we have the data, in about 12 months, you know, looking forward into, you know, 2026, 2027, and 2028, looking at adding some virtual healthcare, virtual PCP, virtual mental health counseling, and virtual urgent care, where employees will be able to access healthcare if they choose at no out-of-pocket expense virtually, you know, which will be big for, you know, the police and fire department, and really anyone, especially, you know, people with children. So I don't want to bore you to death, but just kind of wanted to give an update on some of the, you know, plans that we have put in place with Dewayne and his team. And that they're gaining a lot of traction. So, thank you for allowing me to be here and I'm going to pass it over to Don Wiener. He's with ADP and he's going to kind of talk about some of the technology the city has put into place. So, we're done talking about insurance now. I hope I didn't bore everyone to death. Mayor Copenhaver said, one statistic, how many football games did you center in a row? Mr. Still replied, well, 53 starts, which is the most ever. You know, I was originally from Germantown, Tennessee, and then I came to Jonesboro in 2016 to play football. I did 6 years. I red shirted and then I had the COVID year. So I had six years before it was really cool. And I played a lot of football. Actually, my quarterback was Lane Hatcher, Greg's son. So we were actually roommates, which was a cool story. And I kind of found my family here in Arkansas. So it's been a blessing. Mayor Copenhaver said, we appreciate you, Jacob. Thank you. Mr. Still replied, thanks.

Good evening, Mayor and Council. My name is Don Wiener. I represent ADP. For those of you all that may not be familiar with ADP, we are a leading provider of payroll and HR technology and services. We pay every payday one in six Americans and probably 80% of the Fortune 500 companies use us in some capacity. We were originally engaged a couple years ago from Dewayne after Council approved the project for a new system because the HR team and Dewayne were struggling with multiple software solutions. As the city had grown in size and in workforce over the last decade, they had multiple software solutions that were managing the workforce and how employees interacted. And because of this, it created a lot of manual processes. As you can imagine, when you have different systems reporting from all these disparate systems, it can be challenging. And, as a matter of fact, anytime the employees would have a question for HR, Dewayne and his team had deployed a ticketing system where the employees would send a general email to an HR inbox and then Dewayne and his staff would respond accordingly. And it had grown to the fact, to the amount, that they were having 100 employee inquiries every week and their current technology had no self service capabilities, no way for employees to either, through their desktop or through their mobile phone, access information, whether it be on their paystubs, or W-2s, or other HR information. So, Dewayne and his team naturally had the vision to, hey, how can we streamline and automate processes? How can we make things more efficient? How can we have better reporting? And so, as you can imagine, there's a

three person HR team. Besides Dewayne, there's also Kellye and Chris. And so, for a three person team, they were strained and at capacity and had done the best they could. And I think, Mayor, you had the question for Greg, well, how do we compare to other cities? And we get that question all the time at ADP. What do you recommend ADP in terms of staffing levels and support and infrastructure for an organization like the city that's close to 800 employees? There's a industry benchmark out there that was developed by what they call SHRM. That stands for the Society of Human Resource Managers that recommends that any organization or company have one HR person for every 100 employees. And your team has three. So you can imagine they were pretty strained. Mayor Copenhagen said, thanks a lot. Thanks a lot. I know where that's going. Mr. Wiener said, yeah, and I'm proud to say that due to ADP's technology and our services, along with a great service and support that Greg and Jacob and the Hatcher team has, we've been not only able to streamline things, but relieve a lot of the administrative burden that Dewayne and his team have had to deal with. I would like to recognize besides Dewayne and Chris and Kellye, also Steve and Christy and Paige. Mayor Copenhagen said, absolutely. Mr. Wiener continued, the Finance Department has done a great job rolling their sleeves up and putting a lot of effort behind it. Mayor Copenhagen said, excellent. Mr. Wiener continued, and, Mayor, again, on behalf of ADP, we're grateful for the relationship we have with the city and we look forward to continue to build upon the success we have had so far. Mayor Copenhagen commented, well, and you mentioned it well. We do a whole lot more with a lot less. And our, the commitment that our city employees do, they love their job, and, Steve, you and your team, again, I'm glad he mentioned it because I was going to. They work well together, HR. Again, I'm very proud of you guys and I appreciate the hard work you've done. And we've got to continue this momentum moving forward and educate our employees. Thank you for your time this evening. Mr. Wiener said, thank you. Mayor Copenhagen replied, you bet.

Mr. Mayor, Council, how's everyone? I'm Scott Allison. About five months ago, the city implemented a program called Benefits Me for it's employees. It gives those employees the opportunity to go to an online purchasing store and to purchase 70,000 different products. What's unique about that? Well, so, 62% of Americans today are living paycheck to paycheck. Many of them are struggling with their credit. This program gives them that opportunity to go purchase the products that they need. The city payroll deducts the cost of the items for them. And, it means that employee can go and take care of their family with the products that they need. Now, I said, we've been doing this now for about five months. We have 27% of the employees that are signed up and using this program. It doesn't mean that they're all purchasing through the program. It simply means they're viewing the program on a monthly basis. Well, what's this program really do, Scott? It's from a company, the company's perspective or from the city's perspective, it's strengthening their benefits package. It's giving them something unique that no one else can offer. It's also improves the employer retention. When I have an opportunity to go to, like, to take care of my family with a program where if I've lost all my credit, God forbid, so many people have out there today and they can go to an online purchasing store. They can purchase up to 70,000 different products with Best Buy, Ashley Furniture, Ace Hardware, the products that we purchase on a day in and day out basis. Is that good for them? Well, sure it is. It's giving them the same opportunity that people that basically have lost their credit will never have. So, again, we're increasing the employee's morale. We now have 25% of the people that are signed up. We just started a few months ago. That number will increase. And then, reducing the employees' financial stress, because believe you me, we have lots of employees that are working more than one job. They're coming to work tired. If we can take the burden of financial stress off of them with a program like this, we think that's very beneficial. What's it doing? What does it do for the employee?

*Well, with this program, there is no interest. There's no hidden fees. The city is payroll deducting the cost of those items from the employees paychecks. They know exactly what's going to come out. If they need a laptop computer for their children, if they need a washer/dryer, it's very simple. When they open, when they go into the store, they have a credit limit in the store. It's all limited what they can spend. They basically purchase that item and it is sent directly to their front door step and it allows them to take care of their family. So, you have instant access to thousands of products. You have no credit check whatsoever. Your job is your credit. And this program is being very successful right now. Mayor Copenhaver said, thank you, Scott. Mr. Allison replied, sure. Mayor Copenhaver said, I appreciate it. Dewayne, do you have any closing comments? Mr. Douglas said, I just want to thank y'all for taking the time to listen to kind of what we're doing on the healthcare side, and I think we're making positive moves, and I appreciate the team that supports us, and they have a lot to offer the employers. So I appreciate it. Thank you. And, I appreciate y'all coming. Mayor Copenhaver said, thank you. Be careful.*

**Filed**

## **5. CONSENT AGENDA**

*Councilmember Chris Gibson said, I move to adopt unless there are any changes to be noted. Councilmember Joe Hafner said, second. Councilmember Kevin Miller said, Mayor, I request that item RES-25:168 be removed. Mayor Copenhaver replied, okay, would you like to amend that motion? Councilmember Gibson said, its already been removed. Councilmember Joe Hafner said, it's already been removed. Mayor Copenhaver replied, alright, RES-25:168. Are there any others? City Attorney Carol Duncan said, it's already off, RES-25:168. Mayor Copenhaver said, oh, it is, okay. Councilmember David McClain stated, one more, RES-26:010. Mayor Copenhaver said, alright. Councilmember Gibson said, I'll amend my motion to reflect RES-26:010. Councilmember McClain added, and RES-26:011, I'm sorry. Councilmember Gibson continued, and RES-26:011. Councilmember Brian Emison said, second. All voted aye.*

### *Approval of the Consent Agenda*

**A motion was made by Councilperson Chris Gibson, seconded by Councilperson Brian Emison, to Approve the Consent Agenda. The motioned PASSED**

**Aye:** 9 - Brian Emison;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Janice Porter;John Street;Charles Coleman and Ann Williams

**Absent:** 3 - Chris Moore;Anthony Coleman and LJ Bryant

#### [MIN-26:012](#)

MINUTES FOR THE CITY COUNCIL MEETING ON FEBRUARY 3, 2026

**Attachments:** [CC Minutes 02032026.pdf](#)

**THIS ITEM WAS PASSED ON THE CONSENT AGENDA.**

#### [RES-25:219](#)

A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE FOR RIGHT-OF-WAY AND A TEMPORARY CONSTRUCTION EASEMENT AT 2400 E. JOHNSON AVENUE FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

**Attachments:** [DRAFT Offer and Acceptance - Ruth A Steinsiek Trust - 012326.docx.pdf](#)

**THIS ITEM WAS PASSED ON THE CONSENT AGENDA.**

Enactment No: R-EN-027-2026

[RES-26:009](#)

A RESOLUTION TO ACCEPT THE BID AUTHORIZING THE PURCHASE OF THREE BUSES FOR THE TRANSIT DEPARTMENT (JET)

**Attachments:** [City of Jonesboro ARBOC SOF quote 011526.pdf](#)

**THIS ITEM WAS PASSED ON THE CONSENT AGENDA.**

Enactment No: R-EN-028-2026

[RES-26:013](#)

RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF JONESBORO TO SUBMIT AN APPLICATION TO THE U.S. DEPARTMENT OF TRANSPORTATION FOR THE FY2026 BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD) GRANT

**Attachments:** [BUILD\\_Map.pdf](#)

**THIS ITEM WAS PASSED ON THE CONSENT AGENDA.**

Enactment No: R-EN-029-2026

[RES-26:015](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 2404 BRAZOS, PARCEL 01-144281-29400, OWNED BY KINGDOM ASSETS, LLC IN THE AMOUNT OF \$275

**Attachments:** [01. 2404 Brazos St Notice of Violation.pdf](#)

[02. 2404 Brazos Billing Request.pdf](#)

[03. 2404 BRAZOS Mowing Invoice.pdf](#)

[04. 2404 Brazos Council Notice.pdf](#)

**THIS ITEM WAS PASSED ON THE CONSENT AGENDA.**

Enactment No: R-EN-030-2026

**RESOLUTIONS REMOVED FROM THE CONSENT AGENDA**

[RES-26:010](#)

A RESOLUTION BY THE CITY COUNCIL OF JONESBORO, ARKANSAS TO ACCEPT A PERMANENT RIGHT-OF-WAY AT 3505 STELLA DRIVE FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING PEDESTRIAN AND BICYCLE INFRASTRUCTURE IMPROVEMENTS

**Attachments:** [Permanent ROW Easement - 3505 Stella Drive.pdf](#)

*Patti Lack, 4108 Forest Hill Road, said, yes, I just noticed on this, you guys, that it is a right-of-way purchase and there is no draft order form on this showing the price that it was given by the city on this. I looked back at the Public Works meeting and there's no amount that is shown for how much we're purchasing this right-of-way. So I'm just kind of concerned why it wasn't because the one right above it on Johnson, there's*

one, and that's for \$39,000. So I don't know why unless I missed it, but I do not see a purchase price on that. So I was just wondering if we can find that out. Mayor Copenhaver said, okay, thank you very much. Mr. Light, if you do have an answer to that question. If not, we can get back. Engineering Director Craig Light said, this is right-of-way we obtained from Arkansas State University. There was no cost. Mayor Copenhaver replied, okay, thank you very much.

**A motion was made by Councilperson Chris Gibson, seconded by Councilperson Joe Hafner, that this matter be Passed. The motion PASSED with the following vote.**

**Aye:** 9 - Brian Emison;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Janice Porter;John Street;Charles Coleman and Ann Williams

**Absent:** 3 - Chris Moore;Anthony Coleman and LJ Bryant

Enactment No: R-EN-031-2026

[RES-26:011](#)

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE PURCHASE OF STREET LIGHTS

**Attachments:** [COJStreetLight-60.pdf](#)

*Patti Lack, 4108 Forest Hill Road said, yeah, first, thanks, Craig for explaining the one previous. On this one right here is that I noticed that there was no competitive bidding on this, but also, too, is that where are these, like, it says, the streets, where are these 60 lights going to be going, and is who is going to be installing these because they look, like, pretty nice lights. Mayor Copenhaver said, okay. Craig, thank you. Engineering Director Craig Light said, the first 27 of the lights are going to be going on Huntington Avenue. They will be going from Union Street west to Flint. There will be 27 lights there. The remaining lights, we've got a few other projects that are still in development. We are getting a better price to buy them in bulk than we do just buying 27 at a time. So we're going to do this project. We're probably going to do Monroe Street with the similar lighting pattern. And, so that's what the other lights are for. Once those projects are developed, we'll have those fixtures ready to go. So we don't have to go through another waive competitive bidding process to get them purchased. Mayor Copenhaver said, and the purchasing in bulk was a little bit better pricing as well. Mr. Light continued, it was money that was in the budget this year to do these lighting projects as part of the street funds. Mayor Copenhaver replied, thank you. Mr. Light said, oh, and who's got the bids for installation opens on March 5th, I believe. March 4th or 5th is when the bids will open. I don't know who will be the contractor yet at this point. Mayor Copenhaver said, thank you.*

**A motion was made by Councilperson Chris Gibson, seconded by Councilperson Brian Emison, that this matter be Passed. The motion PASSED with the following vote.**

**Aye:** 9 - Brian Emison;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Janice Porter;John Street;Charles Coleman and Ann Williams

**Absent:** 3 - Chris Moore;Anthony Coleman and LJ Bryant

Enactment No: R-EN-032-2026

**RESOLUTIONS NOT ON THE CONSENT AGENDA**

[RES-25:168](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO CONDEMN PROPERTY LOCATED AT: 3806 School Street, Jonesboro, AR 72401;

Parcel # 01-144272-16500

**Attachments:**    [3806 School Boarding and Securing Affidavit.pdf](#)  
[3806 School Boarding and Securing Returned Cert Letter.pdf](#)  
[3806 School Inspection Report.pdf](#)  
[3806 School Map.png](#)  
[3806 School Precondemnation Notice Affidavit.pdf](#)  
[3806 School Precondemnation Notice Returned Cert Letter.pdf](#)  
[28432748-IMG\\_4434.jpeg](#)  
[28432751-IMG\\_4437.jpeg](#)  
[28432752-IMG\\_4438.jpeg](#)  
[28432755-IMG\\_4441.jpeg](#)  
[28432756-IMG\\_4442.jpeg](#)  
[28432757-IMG\\_4443.jpeg](#)  
[28432764-IMG\\_4448.jpeg](#)  
[28432766-IMG\\_4450.jpeg](#)  
[28432771-IMG\\_4454.jpeg](#)  
[28432774-IMG\\_4457.jpeg](#)  
[28432776-IMG\\_4459.jpeg](#)  
[28432777-IMG\\_4460.jpeg](#)

*Councilmember Kevin Miller said, Mayor, my understanding from the Code Enforcement is this property has recently sold and they requested that it be tabled. Mayor Copenhaver asked, is that correct, Mr. Roper? (Mr. Roper said yes off camera.) Okay, tabled indefinitely? Councilmember Miller replied, yes, tabled indefinitely.*

**A motion was made by Councilperson Kevin Miller, seconded by Councilperson Chris Gibson, that this matter be Postponed Indefinitely. The motion PASSED with the following vote.**

**Aye:** 9 - Brian Emison;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Janice Porter;John Street;Charles Coleman and Ann Williams

**Absent:** 3 - Chris Moore;Anthony Coleman and LJ Bryant

[RES-25:169](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO CONDEMN PROPERTY LOCATED AT: 2410 W. Matthews Ave. Jonesboro, AR 72401; Parcel # 01-143143-01900

**Attachments:** [2410 W Matthews B&S Returned Certified Letter.pdf](#)  
[2410 W Matthews B&s Returned Standard Letter.pdf](#)  
[2410 W Matthews Board and Secure Affidavit.pdf](#)  
[2410 W Matthews Inspection Report.pdf](#)  
[2410 W Matthews Map.png](#)  
[2410 W Matthews Pre-Condemnation Affidavit.pdf](#)  
[2410 W Matthews Pre-Condemnation Returned Certified Letter.pdf](#)  
[27984832-IMG\\_4244.jpeg](#)  
[27984840-IMG\\_4251.jpeg](#)  
[27984844-IMG\\_4255.jpeg](#)  
[27984845-IMG\\_4256.jpeg](#)  
[27984847-IMG\\_4257.jpeg](#)  
[27984853-IMG\\_4263.jpeg](#)  
[27984855-IMG\\_4265.jpeg](#)  
[27984856-IMG\\_4266.jpeg](#)  
[27984860-IMG\\_4270.jpeg](#)

**A motion was made by Councilperson Chris Gibson, seconded by Councilperson Joe Hafner, that this matter be Passed. The motion PASSED with the following vote.**

**Aye:** 9 - Brian Emison;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Janice Porter;John Street;Charles Coleman and Ann Williams

**Absent:** 3 - Chris Moore;Anthony Coleman and LJ Bryant

Enactment No: R-EN-033-2026

[RES-25:216](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO CONDEMN PROPERTY LOCATED AT: 120 W. Woodrow Street, Jonesboro, AR 72401

**Attachments:** [120 W Woodrow Board and Secure Affidavit.pdf](#)  
[120 W Woodrow Inspection Report.pdf](#)  
[120 W Woodrow Map.png](#)  
[120 W Woodrow Pre-Condemnation Affidavit.pdf](#)  
[120 W Woodrow Pre-Condemnation Returned Sig Card.pdf](#)  
[28690505-IMG\\_4602.jpeg](#)  
[28690510-IMG\\_4606.jpeg](#)  
[28690516-IMG\\_4611.jpeg](#)  
[28690518-IMG\\_4612.jpeg](#)  
[28690519-IMG\\_4613.jpeg](#)  
[28690520-IMG\\_4614.jpeg](#)  
[28690522-IMG\\_4616.jpeg](#)  
[28690525-IMG\\_4619.jpeg](#)  
[28690529-IMG\\_4623.jpeg](#)

*Mayor Copenhaver asked, Scott, if you would, please come forward. Code Enforcement Director Scott Roper said, Mayor, it should be noted that they did apply for a permit today. But we are going to go ahead and go through the process if, in fact, they do take it down within the time limit, we will just not follow through with the lien. Mayor Copenhaver said, Council, did y'all hear that? Okay. All right. Thank you Scott*

for the update.

**A motion was made by Councilperson Chris Gibson, seconded by Councilperson Brian Emison, that this matter be Passed. The motion PASSED with the following vote.**

**Aye:** 9 - Brian Emison;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Janice Porter;John Street;Charles Coleman and Ann Williams

**Absent:** 3 - Chris Moore;Anthony Coleman and LJ Bryant

Enactment No: R-EN-034-2026

[RES-26:006](#)

RESOLUTION REQUESTING FREE UTILITY SERVICES FROM CITY WATER AND LIGHT FOR A TRAFFIC SIGNAL

*Councilmember John Street asked, Mayor, I'd ask to be recused because my membership on the Board of Directors of CWL. Mayor Copenhaver replied, noted.*

**A motion was made by Councilperson Chris Gibson, seconded by Councilperson Brian Emison, that this matter be Passed. The motion PASSED with the following vote.**

**Aye:** 8 - Brian Emison;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Janice Porter;Charles Coleman and Ann Williams

**Absent:** 3 - Chris Moore;Anthony Coleman and LJ Bryant

**Recused:** 1 - John Street

Enactment No: R-EN-035-2026

[RES-26:012](#)

A RESOLUTION BY THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY ON S CARAWAY ROAD FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

**Attachments:** [Offer and Acceptance - BC Express LLC.pdf](#)

*Councilmember David McClain said, Mayor, I got one change I need to make on this. City Attorney Carol Duncan said, amend. Councilmember McClain replied, yes, motion to amend. So on the last whereas, I'd like that to be changed to the funding shall come from the capital improvement revenue bond budget instead of just the capital improvement budget. Mayor Copenhaver asked, so your motion is to amend that to revenue bond budget? Councilmember McClain replied, yes. Mayor Copenhaver said, okay. Ms. Duncan said, we need a second. Mayor Copenhaver repeated, we need a second. Do we have a second? Councilmember Brian Emison replies, second. Mayor Copenhaver acknowledged by saying okay. All right. Councilmember Joe Hafner asked, so, is there...can we get an opinion? Is there any benefit to having it come from the revenue fund versus the capital improvement fund? I know it can come from either. I just want to know if there's... Chief Administration Officer Brian Richardson said, so, and, I apologize, I sent out an email kind of late to Council about this, but the capital improvement fund actually houses the revenue bond funds because those are all capital improvements that are approved by the revenue bonds. So while it says capital improvement fund, it's actually still, it's always been revenue bond funded. I got that clarity after the last meeting. So, you know, it doesn't really on the, on the amendment, I mean it's fine, but the revenue bonds are paying for this project, and that's housed under the capital improvement portion of the budget, so... But, yeah, the clarity on that is there's no problem with that. I just want to clarify that though from the get go. Mayor Copenhaver said, so, Steve, it could be documented either way, correct? (Mr. Purtee*

said correct off camera.) All right. So, initially, it was fine as well. Councilmember Hafner asked, so do we need the amendment? Ms. Duncan said, we have a motion and a second on the floor. You can keep discussing, but then it's...we need a vote. (Councilmember David McClain motioned to amend RES-26:012, seconded by Councilmember Brian Emison. All voice voted aye to the amendment.)

**A motion was made by Councilperson Chris Gibson, seconded by Councilperson Brian Emison, that this matter be Passed as Amended. The motion PASSED with the following vote.**

**Aye:** 9 - Brian Emison;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Janice Porter;John Street;Charles Coleman and Ann Williams

**Absent:** 3 - Chris Moore;Anthony Coleman and LJ Bryant

Enactment No: R-EN-036-2026

## 6. NEW BUSINESS

### ORDINANCES ON FIRST READING

#### ORD-26:005

AN ORDINANCE TO VACATE AND ABANDON A DRAINAGE EASEMENT LOCATED IN LOT 5R OF THE SECOND ADDITION OF BLOCK C, SOUTHERN HILLS, JONESBORO, ARKANSAS:

**Attachments:** [Drainage Abandonment Exhibit](#)  
[Approval Letters](#)  
[Petition](#)  
[Receipt](#)

*Councilmember John Street motioned, seconded by Councilmember Joe Hafner, to suspend the rules and offer ORD-26:005 by title only. All voted aye.*

**Held at one reading**

#### ORD-26:007

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO RS-6 FOR PROPERTY LOCATED AT 900 N. CARAWAY ROAD AS REQUESTED BY KLAUS PROPERTY MANAGEMENT LLC

**Attachments:** [Application](#)  
[Notifications](#)  
[Plat](#)  
[Staff Summary RZ 26-03](#)  
[MAPC Minutes 02.10.26](#)  
[Publication Receipt](#)

*Councilmember John Street motioned, seconded by Councilmember Joe Hafner, to suspend the rules and offer ORD-26:007 by title only. All voted aye.*

*Patti Lack, 4108 Forest Hill Road, said, this was at the MAPC meeting last week and I have to tell you guys, I have been to a lot of MAPC meetings, and I've looked at a lot of them. The applicant did not even show up to the meeting to present. He didn't even show up. And what usually happens is when someone doesn't show up, you know,*

*either Lonnie or Derrel would say they're running late, they're going to stay around. Well, there was only one agenda on the item. They went ahead and passed it. You guys, this is not fair. This is establishing, you know, what was the point? This person did not have enough common courtesy, and it wasn't important enough for him to show up to present it to all the MAPC. So I decided that I was going to do a FOIA to find out if he even showed up to the pre-meeting on Monday at 3 o'clock, and I did that. I have not gotten that, and then also, too, I requested to get a copy of the tape. What they do is that they put their phone down in the middle of the table. So I don't even know if they showed up there. But I'm asking you guys, is that out of common courtesy to the city, to, you know, all of us, this applicant did not take the time to show up, to present what he wanted, but they went ahead and passed it. So, I'm just asking you guys, this should really, you know, table this again until the MAPC, he goes to the MAPC, and says what he wants, because usually, at the pre-meeting, there's probably two or three of the MAPC commissioners there. The rest of them just showed up, and there was no discussion, none at all. And they passed it. It's not the right way that we need to start doing things. So I asked you guys, if you can table this, and then have the applicant come back to the MAPC meeting next week, and then go ahead and present it, and then have it come back with three meetings. I think that's only fair to us. Thank you. Mayor Copenhagen replied, thank you.*

*Nicklaus Aumann, 2420 Judes Way, said, I'm the president of Klaus Property Management. I want to apologize to Ms. Lack. I do work a full-time job as an electrician. Some days I do have to work late. I've spoken with Mr. Anik very closely on this project and he knows my intentions are very good on the rezoning for this property. Mayor Copenhagen replied, okay, thank you very much.*

**Held at one reading**

## **7. UNFINISHED BUSINESS**

### ORDINANCES ON SECOND READING

[ORD-26:004](#)

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO RS-7 FOR PROPERTY LOCATED AT 1306 CHARLES DR. AS REQUESTED BY WESTON WAGNER

**Attachments:** [App 1306CharlesDr](#)  
[Staff Report- RZ-26-01](#)  
[MailReceipts\\_1306CharlesDr](#)  
[Rezoning MAPC 1.13.26](#)  
[Receipt](#)

**Held at second reading**

### ORDINANCES ON THIRD READING

[ORD-26:001](#)

AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR A CHANGE IN ZONING BOUNDARIES FROM R-1 SINGLE FAMILY MEDIUM DENSITY DISTRICT TO C-3 LUO GENERAL COMMERCIAL DISTRICT FOR PROPERTY LOCATED AT 2620 ALEXANDER, JONESBORO, ARKANSAS, AS REQUESTED BY

PAULA THOMPSON

**Attachments:** [App\\_2620Alexander](#)  
[MailReceipts\\_2620Alexander](#)  
[Staff Summary RZ\\_26-02](#)  
[Rezoning MAPC 1.13.26](#)  
[Receipt](#)  
[ordinance.pdf](#)  
[22173-001-R1.pdf](#)

*Councilmember Joe Hafner asked, is this the one that needs an amendment? Mayor Copenhagen replied, yeah, we are going to go forward with that, yeah, okay.*

*Jim Gramling with Gramling Law Firm-2500 Alexander Drive, said, I'm here on behalf of the applicant. I sent an email to everybody, but there are a couple of revisions to this ordinance that I sent circulated yesterday. One of them is simply correction at the MAPC, they, part of their approval was that the 25 foot buffer between the property and any residential property remain untouched and that didn't make its way into the ordinance, so I added that. We also met with the neighbors, Ms. Rogers and her husband are here, about their concerns. They had a list of several limited use overlay exclusions, and I spoke with my clients, and they agreed to seven of those. So that's included in the revision. And finally, we agreed to dedicate a portion of the property in the southeast quadrant or part of the property to green space except for the possible ingress/egress. So that keeps a lot of green space there between any possible future development and the neighbors. And I believe Ms. Rogers can correct me if I'm wrong, but I think everybody's on board. As I said in my email to you all, I think that my folks have gone out of their way, and I think they have done a good job trying to meet with the neighbors and get this squared away. They would really like to not have additional delay because of that. I think the council has the power to move to suspend the rules and go ahead and vote on this tonight, but... That's, that's what I would request. It's up to y'all though. I'd be happy to answer any questions.*

*Mayor Copenhagen said, alright, thank you Mr. Gramling. Carol, do we have a significant... City Attorney Carol Duncan said, well, I mean, going from a rezoning to a rezoning with no L.U.O. is not always a significant change. I think this is definitely more restrictive than what was approved by MAPC. My biggest concern, Jim, is when when I got a chance to read your ordinances, I don't know how a councilmember's going to make a motion to make all of these changes from what the first ordinance is. It's significantly different. I'm not saying that... it's not different in what it does. It's different in how it reads because you added all the property descriptions that were not in the original ordinance you submitted, and then you added all of the, because you submitted the original ordinance, right? Mr. Gramling said, I did not. Ms. Duncan asked, where did it come from? Mr. Gramling said, I'm not sure. That's before I was retained. Ms. Duncan continued, well, I think that typically, the city doesn't draft those. So it had to be submitted by the applicant, right? So that's my only concern is I'm, I don't know what the motion will be other than to remove the ordinance that, as it exists in Legistar and replace it with this ordinance. City Clerk April Leggett said, and there would be an additional cost for publication because it's much, much longer. Ms. Duncan said, like this ordinance has not been published. Mr. Gramling replied, well, the, I mean... Ms. Duncan said, I understand the amendment for the L.U.O. Mr. Gramling replied, sure, I would just add that the only thing that put in a legal description isn't a substantial change, that just makes it more clear. This is just saying, this is what the property... every ordinance that I've submitted in all my rezoning says, included legal description. Ms. Duncan replied, correct. Mr. Gramling continued,*

*it just so happens that this one is leaps and bounds, and not lot 3, block 4. Ms. Duncan said, right. But it also adds a whole section 3 that was not published. Mr. Gramling said, sure. No, absolutely, and that's why I'm saying I think the Council, if they are so inclined, has the power to suspend the rules and vote on it. Ms. Duncan agreed, and they do. I'm just saying that the motion may not be to amend. The motion may have to be to replace. Because this is, I mean, I guess, if one of you is talented enough to make a motion to go section by section, to remove what's here and replace it with what's here, you could do that. Do you see what I'm saying? It's just a lot. The cleaner motion might be to remove the ordinance that's pending and replace it with this and keep the same ordinance number. And then we discuss whether it has to, how you move forward today, but the first motion needs to be to get this version of the ordinance on the record as what your voting on. Does that make sense? Ms. Leggett stated, and everyone should have a copy of what he sent. If you'll look down at your screen, you'll see what the original was. Ms. Duncan continued, and I'm certainly not blaming Jim. I'm saying because he didn't submit the first one, but it did get submitted by the applicant.*

*Councilmember Hafner asked, so if a motion is made this evening to replace the ordinance, would it be on third reading at the next...can we make it be on third reading at the next meeting? Ms. Duncan said, I mean, he's correct. You have the authority to suspend those rules and do and vote on it tonight, should you choose to. I mean, you always have the ability to suspend the rules and vote. My recommendation is probably that you keep it on third reading, but you have the authority to do whatever y'all decide as a Council. And, I know they are making the request. Councilmember Street said, Mayor, I'll move to withdraw my motion to adopt. Mayor Copenhagen replied, okay. Councilmember Hafner said, I'll make the motion to replace the revised ordinance, have that revised ordinance replace the current ordinance. Councilmember Brian Emison said, I will second that. Ms. Duncan said, vote on that first. Mayor Copenhagen said, alright, Council, do we understand? Okay. All right. If you would, please, I don't think we're going to cast just voice vote. (Councilmember Joe Hafner motioned, seconded by Councilmember Brian Emison to replace the entire ordinance with the new version of the ordinance provided by the applicant's legal counsel. All voice voted aye.) (Councilmember Joe Hafner motioned, seconded by Councilmember Brian Emison, to adopt ORD-26:001. All voted aye.) Ms. Duncan said before the Council electronically voted, to clarify, you're voting on it tonight and not holding it. Okay. Mayor Copenhagen said, that is correct. Councilmember Kevin Miller asked, this is with the new change? Mayor Copenhagen replied with, that's with the new changes. Okay. All right. Mr. Gramling said, thank you. Mayor Copenhagen replied, thank you, Jim.*

**A motion was made by Councilperson Joe Hafner, seconded by Councilperson Brian Emison, that this matter be Passed as Amended. The motion PASSED with the following vote.**

**Aye:** 9 - Brian Emison;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Janice Porter;John Street;Charles Coleman and Ann Williams

**Absent:** 3 - Chris Moore;Anthony Coleman and LJ Bryant

Enactment No: O-EN-008-2026

[ORD-26:002](#)

AN ORDINANCE FOR THE APPROVAL OF A PRIVATE CLUB PERMIT FOR MONARCA'S MEXICAN RESTAURANT, LLC

**Attachments:** [Application Redacted](#)  
[Lease Agreement](#)  
[Receipt](#)

Scott Hunter, Hunter Law Firm - 514 West Washington Avenue, said, I'm here representing Monarca's. It's a Mexican restaurant in Elk Park that's currently in business and we're here to ask for a private club permit. And I'm just here to answer any questions/concerns that any of you all might have. Mayor Copenhagen said, questions? Alright, thank you, Mr. Hunter. Appreciate it.

Bob Hester, 7096 CR 333, Jonesboro, said, Mayor, Councilmembers, it's been awhile since I've been here. I'm asking you to not grant the two alcohol permits. Can I address both of these at the same time? Is that okay to do? Mayor Copenhagen replied, no sir, we'll stay with this one. Mr. Hester continued, so, this will be Monarca's that I will be addressing? Okay, not to grant the...I'm asking not to grant this permit to Monarca's Mexican Restaurant. Now I'm not asking you to deny it. I'm asking you not to grant it. If no councilmember makes a motion to approve this permit, the applications cannot proceed. There's no state law that compels a local official to sponsor or move an ordinance they do not support. An action is generally not a deniable act in a way that triggers civil rights litigation as long as the Council is not violating the civic constitutional protections such as denying one applicant based on race while granting another. If no councilmember makes a motion to grant a permit, then the request dies on the spot. This is referred to as procedural death. Therefore, regardless of what you have been led to believe by attorneys representing permit applicants in the past, they cannot be sued. The City Council cannot be sued for not granting a permit, not denying it, but not granting it. One criteria the ABC Board uses when deciding a permit application is whether an area is adequately served with alcohol outlets. With the 70-80 places to drink alcohol in Jonesboro, there's no way on earth that this area's not adequately served. The ABC Board never grants or denies a permit, never, without having to give the reason for their decision. This is called findings of fact. If at the state level regulatory body is required to provide findings of fact for their decisions, a local Council, which is directly elected by the people, should be held to an even higher standard of transparency. Therefore, I formally request that any motion made on this permit, as well as any other future permits, include a mandatory statement of fact. This means if a councilmember makes a motion to grant, they must, they must explain why they believe the economic or social benefits of these permits. That way, specific, dry, designation voted on by the citizens. This practice insures accountability, but as for appellate review and provides a clear official record of the proceedings. Specific findings ensure the decision maker actually considered the evidence rather than acting in an arbitrary or capricious manner. Mayor Copenhagen, as a presiding officer in this council, I believe it is your responsibility to ensure, that this is what I think, I may be wrong, but I believe it's your responsibility to assure that the councilmember, who makes a motion, whether it is to deny or grant a permit gives their findings of facts for the motion. Apparently, this responsibility has been neglected or ignored in past Council meetings. Now, I've got some other things here, but I'm going to skip it. I'm not sure how my time's running, but to reflect the will of the people, this Council does not need to grant this alcohol permit. Don't deny it. Just don't grant it. This is your right. This is also a matter of responsibility. Where does your responsibility lie? Is it to the people who you represent as elected officials or to someone wanting to make money from selling a poison? And the W.H.O. and these organizations consider it a poison. It's not me saying it's a poison, it's these organizations. So, by someone wanting to make money from selling poison. Again, don't deny, just don't grant. Thank you. Any questions? Mayor Copenhagen said, okay, thank you for your comments. Anyone else in the audience? Yes, sir, if you would, please come forward, state your name and address, and please don't be redundant.

James Elywn Hinds, 508 Ridgecrest, said, and he's already said it so we'll just say, Amen then and move on. You all do know that the Alcohol Beverage Control Board

cannot grant a permit unless you have granted, voted to grant it. A lot of times, we people want to pass the responsibility for a bad thing onto somebody else. If this was something you were really proud of, you'd be saying, yes, we're the ones that do this because you are the ones that do it. Please vote against this.

Councilmember David McClain said, there wasn't a motion. Mayor Copenhaver said, there wasn't a motion? Councilmember Joe Hafner stated, I already made the motion. Mayor Copenhaver said, yeah, he made the motion. Councilmember McClain said, oh, okay, sorry. Mayor Copenhaver continued, yeah, because we already had the council discussion.

**A motion was made by Councilperson Joe Hafner, seconded by Councilperson Brian Emison, that this matter be Passed. The motion PASSED with the following vote.**

**Aye:** 9 - Brian Emison;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Janice Porter;John Street;Charles Coleman and Ann Williams

**Absent:** 3 - Chris Moore;Anthony Coleman and LJ Bryant

Enactment No: O-EN-009-2026

[ORD-26:003](#)

AN ORDINANCE FOR THE APPROVAL OF A PRIVATE CLUB PERMIT FOR WALK-ON'S SPORTS BISTREAUX

**Attachments:** [Application Redacted](#)  
[Lease Agreement](#)

Scott Hunter, Hunter Law Firm - 514 West Washington Avenue, said, once again, to answer any of y'all's questions or concerns. Mayor Copenhaver said, thank you, Mr. Hunter.

Bob Hester, 7096 CR 333, said, I just oppose this for the exact same reasons that I gave you awhile ago. Mayor Copenhaver said, thank you Bob.

James Elwyn Hinds, 508 Ridgecrest, said, I assume everybody in here knows what Alexander Drive is, that it is the service road for, pretty much for I-555. Folks, that thing is a mess already. And it's near what State Farm a few years back determined was the worst, most dangerous intersection outside in Arkansas, outside of the City of Little Rock. We don't need to make the things there any worse. Mayor Copenhaver said, thank you for your comments.

Scott Hunter, Hunter Law Firm – 514 West Washington Avenue, said, just a correction, the address is actually 2809 East Highland Drive. It's not on Alexander. It's where Bayird Auto Group used to be. Just a clarification. Mayor Copenhaver asked, what was that again, Scotty? Mr. Hunter said, 2809 East Highland Drive. Joe Hafner stated, that's what the ordinance says. Mayor Copenhaver replied, yep. Yeah, the ordinance is correct.

**A motion was made by Councilperson Joe Hafner, seconded by Councilperson Brian Emison, that this matter be Passed. The motion PASSED with the following vote.**

**Aye:** 9 - Brian Emison;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Janice Porter;John Street;Charles Coleman and Ann Williams

**Absent:** 3 - Chris Moore;Anthony Coleman and LJ Bryant

Enactment No: O-EN-010-2026

## **8. MAYOR'S REPORTS**

*Mayor Harold Copenhaver reported on the following:*

*Council, bear with me. It's been a long evening already, but that's all right.*

*As this year State of the City approaches, I know many remember last year's destination 100,000 theme. The idea isn't to purposely grow Jonesboro to 100K. Jonesboro is growing. In 10 and 11 years or 12 years, Jonesboro will be a population of 100K. This is the reality we're facing. And we're working to prepare our city for that increased growth. As a part of the planning for Jonesboro's expected population of 100K, we're building the blueprints. Plan Jonesboro kicked off on Thursday, February 12th, at Earl Bell Community Center, with over 120 participants from the Jonesboro community. It was a well attended event, had great conversations, and input received through interactive boosts. Thanks to JPD, DARE, and Centennial Bank for providing and cooking burgers, chips, drinks, and desserts for attendees. And the Planning and the Communications Departments for their work and effort and hosting the event in conjunction with DPZ and Crafton-Tull, as well as providing giveaways for attendees. Keep your eyes peeled for upcoming meetings around the community coming soon. And in the meantime, if you couldn't participate in the kickoff event, please visit the website. It went live the evening of the event and will remain open for community members to visit. Take the survey and map your ideas on an interactive map. Make your voice heard in a constructive way that keeps Jonesboro moving forward. Now, for those, I saw many city council, I would hope others would participate as this process continues to move forward. We're going to be having many of the meetings in houses of worship so we can get a lot of other individuals involved in the process.*

*We continue moving forward with the new JET bus shelters. You may have seen the progress updates shared February 4th as 24 of the new 45 bus shelters have been installed through the Federal Transit Administration awarded the FY21 buses and facilities grant 2021. We accepted it in 2024. Funding takes time, but the installation of the upgraded bus shelters is being executed quickly. Of course, the project was impacted by the snow and ice we received, but progress is picking right up, right now. The installation of the shelters is just the start of keeping an eye on the upgrades coming. The JET Department has been working hard for the new, improved services.*

*Hats off to our parks department. Did you see the video, Jim, with the update on the Ice Breaker Volleyball Tournament during the February 7th weekend? With Spring around the corner, youth sports are kicking off with everything from cheer, football, soccer, and rugby. Not only that, but progress also continues to be made at the new park on the east side of town. We hope to have some updated renderings to share with you all very soon.*

*Another update to mention, many of you know, is the city's incinerator has been down for some time. We think that we may have found a company who may be qualified to fix it. As spring cleaning and yard work will pick up, the weather gets warmer, we want to encourage you to use paper bags for yard waste. Due to ADEQ requirements, yard waste cannot go to the landfill. Which is why we must have separate pickups for yard waste versus regular trash. Obviously, we cannot burn plastic bags, so please take advantage of the free paper bags handed out at the neighborhood cleanups by Keep Jonesboro Beautiful.*

*After evaluating the neighborhood cleanup events last year, we modified this year's*

calendar in 2026 with a blend of six neighborhood cleanups, our most utilized locations and days. And we're offering five community cleanups at the city's Lacy Park location on the alternative months. A calendar for 2026 cleanups available is already circulating with a plan very much this year. On Saturday, February 7th, we had a community cleanup at the Lacy location Park. We collected 2.78 tons of junk with an additional 22 tons of trash collected through the bulky junk drop off that we currently have.

In other news, E-911 is in the process of evaluating or reevaluating our tornado siren locations to best serve our residents. With consideration of Jonesboro's population growth and new developments within the community, we're working to move tornado sirens to different locations to best service all areas with minimal cost.

Some of you may have seen JPD's 2025 Crime Stats Report. Good job, Chief. Thank you. Despite our population growth, crime numbers for 2025 have decreased. Congrats to JPD, and thank you, Council, for providing necessary tools to keep Jonesboro safe and we continue every day to make that a priority.

There are a lot of upcoming events within the city. And I want to remind everyone that the kickoff of the Citizens Police Academy, a 14-week learning experience for citizens to learn about JPD's policies, services, and the real world operations is coming up on February 26th. And I think you just have a few spots left. Is that correct? Police Chief Rick Elliott said, that's correct. Mayor Copenhaver continued, okay. Also, sign up for the Citizens Fire Academy. It's open March 6th, beginning March 16th through May 11th. This program is Monday evenings from 6 p.m. to 9 p.m. at the JFD training site. Learn firsthand how firefighters train, respond, and serve our community. How's that, Chief? He's over in the corner. I can't see him. Fire Chief Marty Hamrick said, awesome. Mayor Copenhaver continued, awesome. Okay, please sign up.

The FOA Prince of Egypt production from February 20th through the 23rd. Grab your tickets on the family friendly event. But if you also don't want to miss the extreme karaoke battle on February 28th, this year, a City of Jonesboro representative will be Cliff Nash, our Traffic Operations Manager. So join in the free event to help Cliff and cheer him on and support raising funds for the FOA.

Now, Council, in every organizational enterprise and endeavor, teamwork and attitude are determining factors of success. That's true of our city government as well. We serve the people of Jonesboro as a whole and they expect that we serve them together as a team working together, the Mayor and City Council. I've listened to criticism and I've channeled that into constructive, positive actions to improve my administration's communication process and priorities. In the letter I sent to you on Friday, I outlined those initiatives. Listen, there's a lot to run in the City of Jonesboro, the physical size and population of Jonesboro. You heard this evening, we have 600 employees plus over \$80 million to serve the citizens. These priorities for the Council and Mayor are important. Things like public safety, infrastructure, transportation, business attraction, and retention. Citizens expect us to spend our time on these priorities. And they expect to see our progress and the results.

Into closing, I have two more notes to add. Congratulations are in order for the city February Employee of the Month, Christy Wall. Many of you know her. She's one of a kind, the Finance Manager for the Finance Department. She even braved the snow and ice storm while offices were closed to ensure payroll went out right on time. That's the dedication we see daily. We're grateful for First Security Bank for sponsoring the salute to the city award each month.

*On behalf of the City of Jonesboro, I want to congratulate Donna Malone, our Communications Director, as she prepares for her retirement. Her last day will be March 4th. It doesn't seem possible that those years have passed. But I want to personally thank Donna for her commitment. This is going to be her second retirement. So congratulations to her. And I appreciate her dedication and service to the city and we wish her the very best in her well earned retirement.*

*So, as we say, Jonesboro is always moving and that's the fact. We are on the move. And I'm proud that all of our city employees for what they do and how they serve our community. Let us continue to work together moving in the same direction to benefit residents of our community. Thank you for allowing me that time.*

[COM-26:008](#)

JONESBORO AIRPORT COMMISSION FINANCIAL STATEMENTS FOR THE MONTHS OF APRIL 2025 THROUGH DECEMBER 2025

**Attachments:** [JAC Jonesboro Airport Financials 04\\_25.pdf](#)  
[JAC Jonesboro Airport Financials 05\\_25.pdf](#)  
[JAC Jonesboro Airport Financials 06\\_25.pdf](#)  
[JAC Jonesboro Airport Financials 07\\_25.pdf](#)  
[JAC Jonesboro Airport Financials 08\\_25.pdf](#)  
[JAC Jonesboro Airport Financials 09\\_25.pdf](#)  
[JAC Jonesboro Airport Financials 10\\_25.pdf](#)  
[JAC Jonesboro Airport Financials 11-25.pdf](#)  
[JAC Jonesboro Airport Financials 12\\_25.pdf](#)

Filed

## **9. CITY COUNCIL REPORTS**

*Councilmember Brian Emison said, the only thing that I have is that early voting open today. So I encourage everybody to get out and vote. Mayor Copenhagen said, thank you.*

*Councilmember David McClain said, just real quick, Mayor, I appreciate you touching on the email you sent out just talking about the relationship with Council and you, your administration. But also, you know, I have several questions regarding some of the stuff that's going on I emailed you about. And I think, as you said, our citizens do expect us to work together, but they also expect us to have some transparency, accountability. And part of that, you know, some of the questions that have been raised for me or to me and even that I have, I would love an answer. You know, because as a councilmember and as a Council, I believe we should know if there are any other allegations of department heads maybe taking money or have been paid in cash. And also, what have we done with that information? I also would like to know when we visited with, I know, legislative audit was mentioned. When we visited with them, what do we find out? Did they tell us they could do anything or not? But I would like some answers to some of these questions that, you know, I think, I feel like will help us. Again, have an open relationship, but then at the same time, restore the trust that the public will have in us. Mayor Copenhagen said, we'll work on that. Thank you. You got my answers to that? Councilmember McClain said, no. Mayor Copenhagen replied, it was on the email. I attached them. Councilmember McClain said, I didn't see them. It was one, it was one? Mayor Copenhagen said, yeah, I attached them. Councilmember McClain said, okay, it was one. Well, you said you were going to get the answers. That was the only thing I got. I hadn't got anything else. Mayor*

Copenhaver replied, okay, yeah, I did attach. So that's my...I'll, look and send that again to you. So I have answered those questions. Councilmember McClain said, okay. Mayor Copenhaver continued, I sent it to the email that I sent out on Friday. So if that attachment is in there, councilman, let me know. Obviously, you didn't get it, so I'll send it to you. I've got the answers. Councilmember McClain said, yep, thank you, okay, thank you. Mayor Copenhaver replied, thank you.

Councilmember Joe Hafner said, yes, I just want to clear up something that was in the...there was a letter to the editor on February 4th. It mentioned that the Jonesboro A&P Commission financials weren't audited, and I just wanted to clear up that they are audited. The A&P financials that are considered a special revenue source of the city, and they're included in the city's Legislative Audit every year. And then, furthermore, with the recent coordination of financing, arranged by for the Ridge Athletic Center, separate audits were authorized by the A&P Commission for calendar years 2023 and 2024. These audit reports, including the related notes to the financial statements, are filed on the city's website. You can go to the departments, under finance, and you'll see, on the left side of the screen, where it says financials, audits, budgets, et cetera. So, I just wanted to clear up that the A&P Commission financials are audited every year. That's all I've got. Mayor Copenhaver said, thank you, Mr. Hafner. Councilmember Hafner replied, thank you.

Councilmember John Street said, I just want to comment on Make-a-Wish. It was a wonderful success this year, this last Friday. Hundreds and hundreds of volunteers raising well over \$500,000, and it just shows what a big heart Jonesboro and Northeast Arkansas has and the wonderful people who go above and beyond to make life, the quality of life here fantastic. That's all I got Mayor.

Mayor Copenhaver said, Brian, do you want to make a comment as well? Chief Administrative Officer Brian Richardson said, sure, I almost said this during the resolution regarding the street lights that we purchased for were downtown. You know, when we are gathering our CDBG information, there are surveys that go out every year. And, this is kind of a testament to why public input is important. I think it was two years ago, we did that same survey, and 81% of people in Jonesboro said that they felt like there needed to be more street lighting. You know, I think that the West End neighborhood kind of led the way on that, as far as showing how important it is to light up your neighborhoods. And, so that's what we strive to do. And I say all that because giving public input is important. We had the Plan Jonesboro meeting the other day. We're lucky that, like, you know, 125-130 people showed up. We're going to have more of those events, and I just can't stress to the public how important it is to come to those events. Give your opinions because that shapes how we recommend dollars be spent and how you approve dollars be spent. I think there was a CDBG meeting last week. Chris, how many people showed up? Grants Director Chris Richey asked, last week? Mr. Richardson said, yes. Mr. Richey replied, zero. Mr. Richardson repeated, zero. So, zero people showed up to a public event that helps direct us in how we appropriate city dollars to the city in the future. And, you know, luckily, we have some older survey information to help kind of direct what we wanted to do, but it's just, it's absolutely critical that we have a once in a lifetime or for once in a half lifetime opportunities, we're going through this Master Growth Plan, to really shape what the city looks like over the next 10 to 20 to 30 years. And I've heard, you know, some comments that we need to fix our problems today. Well, you've got to address problems today and down the road, or you're never going to get there. And so, one way we do that is, everybody get involved, come to these public meetings, give your opportunity, you're input, and, you know, help be a part of a better Jonesboro, you know, tomorrow, and in the future. So that's all I got it.

**10. PUBLIC COMMENTS**

*James Elywn Hinds, 508 Ridgecrest, said, and maybe this would have been better at the Public Service meeting at 4:30 p.m., but I didn't know that's was going to happen. It's not on the agenda, so we'll address it now. There is something the City of Jonesboro really needs. All of you know what an energy audit is, right? You know, where they come out to your house, and if you're losing energy, they can tell you how, whether it's going out your windows or whatever. I have had a big talk to both City Water & Light and Summit, which most people heat with, get their heating from. And apparently, that's just not available in Jonesboro. Summit says they, in the Jonesboro area, they partner with Entergy. The problem is, the only people that received, can receive those services are Entergy. And this is one of the few times, I hate to say, I'm on the City Water & Light, and usually, I'm very happy about that. But we need somebody, and I've had some people say, here's a list of things that you can do to make your house more energy efficient. But if you don't know which ones they are, it might be cheaper, just to tear your house down and build a whole new house because they can run into lots of thousands of dollars, and we need to have somebody to do that. And I'm not saying necessarily totally free, but at a reasonable price that people who have houses can get it done and see what they need to do, and that helps a lot of ways, you know, we won't be wasting as much energy. We'll have our poor people, in fact, all of us will have cheaper energy bills. So we need to look at seeing to get somebody to do that. Mayor Copenhaver replied, thank you for your comments.*

*Parks & Recreation Director Jim Stearns, 1317 Bennett Drive, said, yeah, I don't know if I'm a citizen or employee right now. I just want to give you a quick update of some park stuff. I feel like you guys need to hear this on a regular basis. So, first thing, I have some great news. I've got to recognize my pool manager, Darrin Wyndam. We recently had our health inspection for the youth center pool, and I spoke with the health inspector, and he made a comment that this was in the best shape the youth center has been in the five years, the last five years that he's actually come out and inspected for us. I just want to publicly recognize Darrin for doing such a great job. We're trying to attract great leaders to Parks that can own their spots, and do a good job, and Darrin's a great example of that. Secondly, I got to recognize Billy Steve Cliff out at Southside Softball. Recently, Terry Dancer sent us a letter stating that they do over 100 senior games during the morning during the softball season, and he complimented Billy Steve for the great work that he does out at Southside and having those facilities ready to play on a regular basis. So I wanted to definitely shout out and recognize those two employees for doing an exemplary job in Parks for us. Real quick, the Disciple Drive project is coming along. We're about at the 60% mark now. I just want to let y'all know in the Master Park Plan that we're approaching some success and seeing some progress in that park. The Shared Use Connectivity Trails, we're close to having a shared use trail from Arkansas State all the way to Gee Street. There's just a few little items to have that completed. So we're making really good progress in the Master Park Plan. And as you guys know, we're about to be, we're about to be busy in sports, and I'll be real quick with this. We have over 2,000 kids signed up right now for youth sports. We have 875 starting, signing up for basketball. Games begin this Saturday, February 21st. Junior High Softball League and a Junior High Soccer League, both of those have 28 teams and 32 teams respectively, and they started playing and practicing this week. Field, weather permitting, softball, first tournament is February 28th. That's a tournament that we host. Soccer games begin in April. Rugby begins in April. Football has 120 signed up right now. They begin in April. And volleyball begins April 27th with 111 signed up right now, with a month left. So the state of youth sports, just to rest your minds at ease about that, we're taking care of*

*the kids in Jonesboro. And I just want a quick correction. The video was for the We Care Volleyball Tournament, not the Icebreaker Tournament. I just wanted to make sure I let you know that. I apologize in that info I got to you. So other than that, I really appreciate your support and we're looking forward to completing some more Master Park Plans here in the near future. Mayor Copenhaver said, thank you, Jim, for your comments, and Council, before we leave, and I make the motion for adjournment, I do want to bring you up to date a little bit. We've been provided an initial proposal, and I'll get that to you on the possibility of the First United Methodist Church facility. Maybe it could be used possibly for a potential police station in the City of Jonesboro. But I wanted to make you all aware of that. I'll be getting you the draft of that document, so you'll have time to look over it. That way it'll provide you the questions, and you can have questions as we move through that process. Again, it's just the beginning phase. I want to make Council aware, so everybody can have the same input on this, and it might be an opportunity for us to really look at, but that's going to be your decision.*

**11. ADJOURNMENT**

**A motion was made by Councilperson John Street, seconded by Councilperson Joe Hafner, that this meeting be Adjourned. The motion PASSED with the following vote.**

**Aye:** 9 - Brian Emison;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Janice Porter;John Street;Charles Coleman and Ann Williams

**Absent:** 3 - Chris Moore;Anthony Coleman and LJ Bryant

\_\_\_\_\_ **Date:** \_\_\_\_\_

**Harold Copenhaver, Mayor**

**Attest:**

\_\_\_\_\_ **Date:** \_\_\_\_\_

**April Leggett, City Clerk**



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-26:014

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

**In Control:** Public Services Council Committee

**File Type:** Resolution

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS, TO ENTER INTO A PLATFORM SERVICES AGREEMENT WITH CUBIC TRANSPORTATION SYSTEMS, INC., FOLLOWING A COMPETITIVE REQUEST FOR PROPOSALS PROCESS

WHEREAS, the City of Jonesboro issued a Request for Proposals (RFP) in accordance with applicable procurement laws and City policies to obtain platform-based transit and mobility services to support City transportation operations; and

WHEREAS, multiple proposals were received and evaluated in accordance with the criteria set forth in the RFP; and

WHEREAS, following the evaluation process, Cubic Transportation Systems, Inc. was determined to be the most responsive and responsible proposer, providing the best overall value to the City; and

WHEREAS, the City desires to enter into a Platform Services Agreement with Cubic Transportation Systems, Inc., including all exhibits, attachments, and related documents, to provide software-as-a-service platform solutions, implementation services, support services, and related equipment as specified in the agreement; and

WHEREAS, funds for this contract are available within the appropriate City budget accounts or will be appropriated in accordance with City financial policies.

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

Section 1: The City Council hereby approves the selection of Cubic Transportation Systems, Inc. as the successful proposer pursuant to the competitive RFP process.

Section 2: The City is authorized to enter into the Platform Services Agreement with Cubic Transportation Systems, Inc., including all exhibits, scopes of work, fee schedules, and required terms and conditions associated with the agreement.

Section 3: Mayor Harold Copenhaver and City Clerk April Leggett are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this

purchase.

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# ***Platform Services Agreement***

**Between**

**The City of Jonesboro**

**and**

**Cubic Transportation Systems, Inc.**

**VERSION: NOVEMBER 2025**

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## Contents List

<b>1. Introduction</b>	<b>1</b>
1.1 RECITALS	1
1.2 DEFINITIONS	1
1.3 ORDER OF PRECEDENCE	3
<b>2. Contract Terms</b>	<b>5</b>
2.1 THE SERVICES, LICENSE GRANTS, AND RESTRICTIONS	5
2.1.1 Services Provided	5
2.1.2 Rights and Licenses Granted to the Customer	5
2.1.3 Exclusions	5
2.1.4 Unauthorized Access	6
2.1.5 Updates and Changes to the Platform Services	6
2.1.6 API Access and Third-Party Integration	6
2.1.7 Use of Subcontractors	6
2.1.8 Cubic Title to the Software and Documentation	7
2.1.9 Document Retention and Audit	7
2.1.10 Personnel	7
2.2 PROPRIETARY RIGHTS	7
2.3 EQUIPMENT	7
2.3.1 Cubic-Provided Equipment	7
2.3.2 Title to the Equipment and Risk of Loss Transfer	8
2.3.3 Equipment Substitution or Replacement	8
2.4 FEES AND PAYMENT	8
2.4.1 Excluded from Prices and Fees	8
2.4.2 Customer Responsibilities for Taxes	8
2.4.3 Customer Delivery of Tax-Exemption Waives	8
2.4.4 Customer Obligations for Prompt Payment	8
2.4.5 Fee Adjustments for Third-Party Services or Equipment	8
2.4.6 Renewal Terms	9
2.5 DATA RIGHTS AND PROTECTION	9
2.5.1 Customer Data Ownership	9
2.5.2 Cubic Data	9
2.5.3 Cubic Use of Customer Data	9
2.5.4 Security	9
2.6 WARRANTIES AND DISCLAIMERS	9
2.6.1 Cubic's Express Warranties	9
2.6.2 Disclaimer of Other Warranties	10
2.6.3 Limitation of Liability for Service Use	10
2.6.4 Cubic-Provided Warranty for Equipment	10
2.7 CUSTOMER OBLIGATIONS	11
2.7.1 Required Cooperation and Access	11
2.7.2 Law and Regulation Compliance	11
2.7.3 Customer Responsibilities	11
2.7.4 Licenses, Consents, and Permissions	11
2.7.5 Network and System Compliance	11
2.7.6 Network and Telecommunication Links	11

2.7.7	Data, Approvals, and Other Deliverables.....	12
2.7.8	PCI-DSS Practices.....	12
2.7.9	Physical Access to Customer Buses, Trains, and Installation Sites.....	12
2.7.10	Data Services.....	12
2.7.11	Customer-Managed Third Parties.....	12
2.7.12	Public Relations and Marketing.....	12
2.8	INDEMNITY.....	12
2.8.1	Indemnification by Cubic for Intellectual Property Infringement.....	12
2.8.2	Indemnification by Customer.....	13
2.8.3	Mutual General Indemnification.....	<b>Error! Bookmark not defined.</b>
2.8.4	Indemnification Procedures.....	13
2.9	CORRECTIVE ACTION PLANS.....	14
2.9.1	Notification of Material Breach.....	14
2.9.2	Corrective Action Plan (CAP).....	14
2.9.3	Implementation and Default.....	14
2.10	TERM AND TERMINATION.....	14
2.10.1	Effective Date and Term.....	14
2.10.2	Breach.....	14
2.10.3	Breach for Missed Payment.....	14
2.10.4	Immediate Termination.....	15
2.10.5	Actions Upon Expiration or Termination of this Agreement.....	15
2.11	SUSPENSION OF SERVICES.....	15
2.11.1	Reasons for Cubic Suspension.....	15
2.11.2	Efforts Made by Cubic.....	15
2.12	FORCE MAJEURE.....	16
2.13	LIMITS OF LIABILITY.....	16
2.13.1	No Consequential Damages.....	16
2.13.2	Liability Cap.....	16
2.13.3	Exceptions.....	16
2.14	CONFIDENTIALITY.....	16
2.14.1	Definitions.....	16
2.14.2	Confidence.....	17
2.14.3	Reasonable Actions for Protection.....	17
2.14.4	Customer Acknowledgement.....	17
2.14.5	Cubic Acknowledgement.....	17
2.14.6	Agreement Protections.....	17
2.14.7	Required Disclosure of Confidential Information.....	17
2.14.8	Public Acknowledgement of This Agreement.....	17
2.14.9	Breach of Confidentiality Provisions.....	17
2.15	ASSIGNMENT.....	17
2.15.1	Consent for Transfer.....	17
2.15.2	Cubic Assignment.....	18
2.15.3	Binding and Inurement.....	18
2.16	REQUIRED TERMS AND CONDITIONS.....	18
2.17	CONFLICT.....	18
2.18	VARIATION.....	18
2.19	NO WAIVER.....	18
2.20	RIGHTS AND REMEDIES.....	18
2.21	SEVERANCE.....	18
2.22	ENTIRE AGREEMENT.....	18
2.22.1	This Agreement Supersedes Any Previous Agreements.....	18

2.22.2	Delivery of the Scope Within This Agreement .....	18
2.23	NO PARTNERSHIP OR AGENCY .....	19
2.24	THIRD-PARTY RIGHTS .....	19
2.25	NOTICES .....	19
2.26	GOVERNING LAW .....	19
2.27	DISPUTES .....	19
2.28	COMPLIANCE WITH LAWS AND OPERATIONAL ADJUSTMENTS .....	20
2.29	INSURANCE .....	20
2.29.1	Cubic-Provided Insurance .....	20
2.29.2	Certificate of Insurance .....	20
2.30	MISCELLANEOUS .....	20
2.31	COUNTERPARTS .....	20
2.32	SIGNATURES .....	21
<b>3.</b>	<b>Exhibits .....</b>	<b>22</b>
3.1	EXHIBIT A: SUMMARY .....	23
3.1.1	Exhibit A1: Specific Contract Summary .....	23
3.2	EXHIBIT B: CORE PLATFORM SERVICES .....	24
3.2.1	Exhibit B1: Umo Platform Services Description .....	24
3.3	EXHIBIT C: COMPONENT SERVICES .....	26
3.3.1	Exhibit C1: CubicPay Services .....	26
3.3.2	Exhibit C2: Platform Support Services .....	28
3.3.3	Exhibit C3: Card Services .....	31
3.3.4	Exhibit C4: Trip Planning Services .....	32
3.3.5	Exhibit C5: InComm Retail Network Services .....	33
3.3.6	Exhibit C6: Installation Services .....	35
3.4	EXHIBIT D: SOFTWARE IMPLEMENTATION .....	38
3.4.1	Exhibit D1: Umo Platform Implementation Services .....	38
3.5	EXHIBIT E: COMMERCIALS AND LEGAL .....	43
3.5.1	Exhibit E1: Fees .....	43
3.5.2	Exhibit E2: Documentation .....	45
3.5.3	Exhibit E3: Insurance Requirements .....	48
3.5.4	Exhibit E4: Required Terms .....	49

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## 1. INTRODUCTION

This Platform Services Agreement, including all attachments, any Addendum (as define below), exhibits, and documents referenced, all of which are incorporated herein by this reference (collectively, this “Agreement”), is made and entered into as of the “Effective Date” between “Customer” and “Cubic”. Customer and Cubic may each be referred to as a “Party” and together, the “Parties.” Effective Date, Customer, and Cubic definitions are as specific in Section 3.1.1 / Exhibit A1: Specific Contract Summary.

### 1.1 Recitals

- A. Cubic provides a range of branded Platform services as software-as-a-service applications and related support services.
- B. Customer desires to license certain Platform services in accordance with the provisions of this Agreement.

The Parties agree as follows:

### 1.2 Definitions

#### DEFINITIONS

Capitalized terms not defined elsewhere in the Agreement have the following meanings:

Term	Definition
Agreement	Means this Services Agreement, including all Exhibits and attachments hereto, as may be amended from time to time.
Applicable Currency	Has the meaning given to it in the applicable Exhibit.
Authorized Mobility Services Provider	The Customer, and any other local government entity, transit agency, or other mobility services provider authorized to utilize the Platform under this Agreement as listed in an applicable Exhibit.
Back Office	The elements of the Platform Services hosted by or on behalf of Cubic.
Business Day	A day other than a Saturday, Sunday, or public holiday in the jurisdiction specified as the Governing Law in Exhibit A1.
Calendar Day, Day	Any day shown on the calendar beginning at 12:00 midnight Pacific Time, including Saturdays, Sundays, Holidays, and Non-Working Periods.
Component Services	Means, where specified in an Exhibit, the services described in the applicable Exhibit to be provided or made available by Cubic under this Agreement.
Confidential Information	“Confidential Information” means information of a confidential nature, including, without limitation, product information, user manuals, data, pricing, financial information, end user information, software, specifications, research and development and proprietary algorithms and materials, that is (a) clearly and conspicuously marked as "confidential" or with similar designation or (b) is disclosed in a manner in which the disclosing Party reasonably communicated, or the receiving Party should reasonably have understood under the circumstances, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used.
Contract Year	Each calendar year commencing on the Effective Date, or, where applicable, the anniversary of the Effective Date.

Cubic Data	The data, analytics, reporting, results, or other information made available to Customer in connection with the Platform Services, excluding Customer Data, Customer Confidential Information and Personal Information.
Cubic Marks	The trademarks, service marks, and logos owned or licensed by Cubic, as made available by Cubic from time to time for use in connection with the Services.
Customer Data	The data collected through the Platform relating to Users' use of Customer's transportation services and any analytics, reporting, or other information that Cubic provides to Customer in respect of such data as part of the Services.
Customer-Managed Third Parties	Any third-party, including equipment, services or technology providers or Customer partners, that integrates with or utilizes the Platform Services under direction or under a contract with the Customer.
Documentation	The operating manuals, user manuals; guides, service descriptions, service specifications, training materials, technical manuals; and support material relating to the Platform Services provided or made available to Customer.
Effective Date	The date specified as such in Exhibit A1, upon which this Agreement becomes effective.
Equipment	The physical hardware described in the applicable Exhibits that is required to be delivered to Customer for use in conjunction with the Platform.
Exhibit	Means a description in this Agreement which sets forth additional terms and conditions that are specific to the Services covered by such Exhibit.
Fees	The fees payable by Customer as described in Exhibit E
Force Majeure Event	An act, event, or omission beyond a Party's reasonable control, as further defined in the Force Majeure clause of this Agreement.
Full Launch	Full production launch where the Platform Services are available for use by agency passengers.
Governing Laws	The meaning given to it by Exhibit A1.
Implementation Services	The services required to configure and implement the Platform Services on behalf of Customer as set forth in Exhibit C.
Initial Authorized Mobility Services Provider	Those as set-out in Exhibit D
Initial Term	The initial duration of this Agreement as specified in Exhibit A1
Intellectual Property Rights	Trade secret rights, rights in know-how, moral rights, copyrights, patents, trademarks (and the goodwill represented thereby), and similar rights of any type under the laws of any governmental authority, domestic or foreign, including all applications for and registrations of any of the foregoing.
Liability Cap	The maximum aggregate liability of a Party as specified in Exhibit A1 and further detailed in the Limits of Liability section of this Agreement.
License Key	An alphanumeric code that enables use of the Software
Marketing Tool Kit	Marketing materials, other than Cubic Marks, made available by Cubic to the Customer for use by the Customer in its own marketing of the Services including graphics, videos and similar materials.
Mobility Service Operator	An organization that operates vehicles or transit services on behalf of an Authorized Mobility Services Provider under an agreement with such Authorized Mobility Services Provider.

Notice to Proceed (NTP)	The official start date for the Implementation Services, which shall be the Effective Date unless specified otherwise in Exhibit C.
Operating Year	The calendar year commencing on Operating Period Start Date for the first such year and anniversary of the Operating Period Start Date for each subsequent year.
Payment Gateway	Technology services facilitating the secure processing of electronic payments between Platform Services and a Merchant Acquirer.
Platform	Means the Cubic Automated Fare Collection SaaS Platform, a proprietary software-as-a-service platform for account-based fare collection and mobility management, the specific components of which are described in the Exhibits.
Professional Services	“Professional Services” means any additional services beyond that defined in the initial Scope of Work that Cubic and Customer agree that Cubic shall provide via a Change Order.
Renewal Term	As defined by the applicable Exhibit.
Revenue Service Commencement	The date at which a Service is first utilized by the Customer for commercial purposes.
RMA	Return Merchandise Authorization
Services	The Implementation Services, Platform Services, the Support Services, and related Documentation set out in the Contract Terms and Exhibits selected below. The Services includes all goods, products, licenses, services provided by Cubic under this Agreement.
Software	The software applications provided by Cubic as part of the Services.
Support Services	The support services for Platform Services as set forth in Exhibit D
Term	The Initial Term and all Renewal Terms for all Exhibits entered under this Agreement.
Transit Data	Customer’s data as it relates to service schedules, vehicle real-time locations, vehicle capacity and other such transit data as is reasonably required for the provision of trip planning and service information through the Services’ trip planning tools , in whatever format made available by Customer, including GTFS-Static and GTFS-RT (GTFS being the General Transit Feed Specification published by gdfs.org or such successor organization).
Platform Privacy Policy	Platform Privacy Policy means the privacy policy applicable to the Platform, the URL for which may be provided in an applicable Exhibit or updated by Cubic from time-to-time.
Users	The end-users of the Platform Services.
User Terms and Conditions	Where applicable, the terms and conditions governing a User’s use of the Services, as referred to in an Exhibit or as otherwise amended by Cubic from time to time.

### 1.3 Order of Precedence

1. This Agreement (Sections 1 and 2) excluding the Exhibits (Section 3)
2. The Exhibits

Any ambiguity, conflict or inconsistency between or among the documents comprising the Agreement will be resolved by giving precedence to the express terms of the documents in the order in which they appear above, so that a first mentioned document shall prevail notwithstanding any term or aspect of a later mentioned document.

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## 2. CONTRACT TERMS

### 2.1 The Services, License Grants, and Restrictions

#### 2.1.1 *Services Provided*

Cubic shall, during the Term, provide the Services as set out in the Exhibits and make available the Documentation to the Customer subject to the terms of this Agreement. [including complete payment of any and all applicable fees]

#### 2.1.2 *Rights and Licenses Granted to the Customer*

Cubic grants to Customer a limited non-exclusive, non-transferable, non-sublicensable right and license during the Term, to:

- A. Use the Services during the Term solely in connection with Customer's transit operations including Authorized Mobility Services Providers; and
- B. Use and copy the Documentation other than Documentation relating to the Equipment solely for Customer's internal business operations and as may be required by law, a non-exclusive, non-transferable, non-sublicensable right and license during the Term to use the Equipment Software and the Documentation related to the Equipment solely for Customer's internal business operations. Customer shall have no rights to copy, reverse engineer, modify or decompile such Software but shall be entitled to copy the Documentation unless copying such Documentation is prohibited by a third-party copyright stated on or asserted by a third party in that document.
- C. Use, modify and copy training material provided by Cubic pursuant to Exhibit B for Customer's internal business operations.
- D. Use and display Cubic's trademarks, service marks, and logos, including Cubic Marks and logos, as made available by such Cubic (the "Cubic Marks") (i) solely in connection and as necessary to carry out its obligations under this Agreement and (ii) to market and promote the Platform Services. Any goodwill which may be acquired through the use of the Cubic Marks shall inure solely to the benefit of Cubic. Customer shall abide by such usage guidelines as Cubic may provide to Customer in writing. Cubic reserves the right to update, replace, or retire any Cubic Marks or usage guidelines at any time upon sixty (60) Days' prior notice. In such event, Customer shall cease use of the updated, replaced, or retired Cubic Marks as soon as commercially practical thereafter. Cubic shall have no liability for any costs incurred by the Customer in respect of its use of or changes to the Cubic Marks.
- E. Use and adopt for its own purposes the materials in the Marketing Tool Kit (other than the Cubic Marks) to market and promote the Platform Services. Customer shall comply with such usage guidelines as Cubic may provide to Customer in writing.
- F. Upon expiration or termination of this Agreement, Customer shall immediately cease all use of the Cubic Marks, including in any marketing or promotional materials.

#### 2.1.3 *Exclusions*

Except to the extent expressly permitted under this Agreement, Customer shall not, and shall not permit any third party to:

- A. Copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services, Software, and/or Documentation (as applicable) in any form or media or by any means, or attempt to do the same;
- B. Reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services or Software, or attempt to do the same;

- 
- C. Access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation;
  - D. Use any equipment other than the Equipment as described in Exhibit B in conjunction with the Services; or
  - E. License, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, use, or make available, the Services, Software, and/or Documentation to or on behalf of any third party other than Users.

#### **2.1.4 *Unauthorized Access***

Customer shall use all reasonable efforts to prevent any unauthorized access to, or use of, the Services and/or the Documentation. Customer shall promptly notify Cubic in the event of any such unauthorized access or use.

#### **2.1.5 *Updates and Changes to the Platform Services***

Cubic shall be entitled to make updates and changes to the Platform Services as follows:

- A. Cubic may update and change the Platform Services in its discretion, provided that such updates and changes do not materially impact the performance of the Platform Services.
- B. Cubic may from time to time, in its sole direction and with reasonable notice to the Customer, deprecate or replace programming interfaces, file formats or other interfaces to the Platform Services.
- C. Cubic may in its sole discretion change how the Platform Services are implemented, performed, or technically constructed.
- D. For the Customer's use and enablement of major new features that are made available in the Platform Services. New features may be subject to additional fees or services terms as determined by Cubic. No new features that are subject to additional fees will be enabled for Customer without the Customer's written consent.

#### **2.1.6 *API Access and Third-Party Integration***

Subject to the terms and conditions of this Agreement, Cubic grants Customer a non-exclusive, non-transferable right during the Term to access and use Cubic's standard application programming interfaces ("APIs"), as described in the then-current Documentation, solely for the purpose of integrating Customer's internal applications and Customer-Managed Third-Party systems with the Platform Services.

The right to access and use the APIs does not include any development, implementation, or technical support services from Cubic. Should Customer require Cubic to perform any development, integration, consulting, or support services to facilitate Customer's use of the APIs or to integrate the Platform Services with any Customer or third-party application, such work shall be considered Professional Services. All such Professional Services shall be subject to a separately executed Statement of Work or Change Order, which will detail the scope of work, timeline, and applicable fees, and will be billed at Cubic's then-current professional services rates.

#### **2.1.7 *Use of Subcontractors***

Certain aspects of the Services may be performed by third-party subcontractors that are specific to the Services provided pursuant to this Contract ("Subcontractors"). Cubic will be responsible for the full and timely performance of such Subcontractors and the acts and omissions of each Subcontractor shall be deemed and treated as the acts and omissions of Cubic itself.

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### 2.1.8 **Cubic Title to the Software and Documentation**

Cubic represents and warrants that it has exclusive title to the Software and Documentation or otherwise has the right to grant the license to Customer in accordance with this Agreement.

### 2.1.9 **Document Retention and Audit**

Customer shall have the right to audit, at its own cost and expense, Cubic's performance of the contract for a period of seven years and Cubic must retain all relevant documents to substantiate its performance of all Services other than where this Agreement requires Cubic to delete or return data related to the Services. Such audits shall be conducted no more than once in any twelve-month period (except as required by Federal, State, or local laws) by the personnel or designee of Customer during the normal office hours of Cubic and subject to reasonable notice.

- A. Except as required by Federal, State, or local laws, Customer's audit rights shall not include entitlement to any physical or independent access to Cubic systems or any rights to audit (i) the financial books or accounts of Cubic, (ii) security, (iii) in a manner that requires Cubic to disclose any information related to any other customer of Cubic or (iv) any service provider used by Cubic including but not limited to Cubic's cloud hosting provider.
- B. Cubic shall be paid for its time and expenses supporting any audit at its then-current professional services rates.

### 2.1.10 **Personnel**

Cubic represents that its employees and subcontractors possess the necessary skill, expertise, and capability, including sufficient personnel with the necessary qualifications, to perform the services required by this Agreement. Cubic shall provide, at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be the employees of or have any other contractual relationship with the Customer.

## 2.2 **Proprietary Rights**

Customer acknowledges and agrees that Cubic and/or its licensors own all Intellectual Property Rights in the Services, the Documentation, and all modifications, improvements and derivative works thereof. Except to the extent expressly set forth in this Agreement,

- A. Cubic does not grant to Customer any license, express or implied, to Cubic's Intellectual Property Rights and
- B. nothing in these terms or the performance thereof, or that might otherwise be implied by law, will operate to grant Customer any right, title, or interest, implied or otherwise, in or to Cubic's intellectual property. Cubic, on behalf of itself and its licensors, expressly reserves all Intellectual Property Rights not expressly granted under this Agreement.

## 2.3 **Equipment**

### 2.3.1 **Cubic-Provided Equipment**

Cubic shall provide Customer with Equipment as set forth in Exhibit C. Cubic warrants that all Equipment shall be of good quality and free of any material defects or faulty workmanship for a one-year period from delivery, or, with respect to Equipment from third-party suppliers, the OEM warranty period provided by the applicable manufacturer. Applicable warranties from third-party suppliers will be provided to the Customer. Customer may extend the warranty period by purchasing extended warranty coverage in accordance with Exhibit B and subject to the fees set out in Exhibit D.

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### **2.3.2 *Title to the Equipment and Risk of Loss Transfer***

Title to the Equipment and risk of loss shall transfer to Customer on delivery. For the purpose of this Section, Equipment shall be deemed delivered on the earlier of a) being received at a Customer controlled site or b) upon installation, whichever first occurs.

### **2.3.3 *Equipment Substitution or Replacement***

Cubic may substitute or replace the Equipment at no cost to Customer with alternative equipment at any time during the Term provided that such alternative equipment provides materially equivalent functionality as the replaced Equipment.

## **2.4 *Fees and Payment***

### **2.4.1 *Excluded from Prices and Fees***

Prices and Fees set forth in this Agreement are exclusive of all taxes or withholdings of any nature, (including but not limited to, withholding taxes, duties, tariffs, import and export fees, excise taxes, sales taxes, value-added taxes (VAT), goods and services taxes (GST)), and all other government levies or charges of any kind, whether federal, state, local, or foreign (collectively, "Taxes").

### **2.4.2 *Customer Responsibilities for Taxes***

Customer shall be solely responsible for the payment of all such Taxes arising from or relating to the sale, delivery, use, or performance of the goods and/or services provided under this Agreement. If Cubic is required to collect or remit any Taxes on behalf of the Customer, such amounts shall be invoiced to and paid by Customer in addition to the prices and Fees specified herein. Cubic shall invoice Fees monthly in arrears. Fees for Implementation Services shall be invoiced in accordance as set forth in Exhibit D. Unless otherwise stated in Exhibit D, Customer shall make payment for Equipment upon delivery.

### **2.4.3 *Customer Delivery of Tax-Exemption Waives***

Customer shall provide Cubic with any applicable tax exemption certificates or other documentation required to avoid the collection of Taxes by Cubic.

### **2.4.4 *Customer Obligations for Prompt Payment***

Customer shall pay in full all invoices submitted by Cubic within 30 Days of the date of submittal. All fees are stated, and payment shall be made, in the currency stated in Exhibit A1. Any undisputed amounts remaining unpaid following the payment due date and all payments disputed by Customer in good faith that are paid following the resolution of such dispute shall bear interest accruing from the original payment due date through the date that such amounts are paid at the lower interest rate of (a) 1.0% per month and (b) the highest interest rate allowed by law. Without limitation of Cubic's other rights or remedies, in the event that Customer fails to timely pay any invoiced amounts that are not the subject of a good-faith dispute, Cubic may, after providing written notice to Customer and an additional 10 Business Days to pay such amounts, suspend access to all or part of the Services and Cubic shall be under no obligation to provide any or all the Services until all such undisputed amounts are paid.

### **2.4.5 *Fee Adjustments for Third-Party Services or Equipment***

In the event that Cubic's costs for any third-party equipment or services required to provide the Services increase, Cubic reserves the right to increase the corresponding Fees payable by Customer. Cubic shall provide Customer with at least thirty (30) days' prior written notice of any such fee adjustment. Upon receipt of such notice, Customer may either (a) accept the fee adjustment, which will take effect at the end of the notice period, or (b) terminate the specific part of the Services affected by the fee adjustment by providing written notice to Cubic prior to the effective date of the change.

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#### 2.4.6 **Renewal Terms**

Cubic shall be entitled to increase the Fees for Platform Services at the start of each Renewal Term.

### 2.5 **Data Rights and Protection**

#### 2.5.1 **Customer Data Ownership**

As between the Parties, Customer shall own all right, title, and interest in and to the Customer Data. Customer Data shall be treated as Customer's Confidential Information.

#### 2.5.2 **Cubic Data**

As between the Parties, Cubic shall own all right, title, and interest in and to the Cubic Data. Cubic shall collect, use, process, and share Cubic Data in accordance with the User Terms and Conditions, the Platform Privacy Policy, and all applicable laws. Cubic Data shall be treated as Cubic's Confidential Information.

#### 2.5.3 **Cubic Use of Customer Data**

Cubic may use and disclose Customer Data solely:

- i. To provide the Services to Customer and to otherwise perform its obligations under this Agreement;
- ii. In accordance with the Platform Privacy Policy;
- iii. For Cubic's internal business purposes, including to operate, manage, maintain, and improve Cubic's products and services;
- iv. On an aggregated and anonymized basis for business operations, provided that such use does not permit a third party to associate any data with Customer; and
- v. If required by a court order, law, or governmental agency, subject to the confidentiality provisions of this Agreement.

#### 2.5.4 **Security**

Cubic shall maintain and operate the Platform Services in compliance with its information security management policies, which will address, at a minimum:

- i. Compliance with applicable statutory, regulatory, and legal requirements, including PCI-DSS;
- ii. Implementation and maintenance of security practices in compliance with industry best practices; and
- iii. Organizational risk management, security monitoring practices, and physical security measures intended to protect its facilities and systems from loss, damage, or other occurrences that may result in the Platform Services being unavailable.

### 2.6 **Warranties and Disclaimers**

#### 2.6.1 **Cubic's Express Warranties**

Cubic warrants that:

- i. The Platform Services will be free from material defects and conform in all material respects to the descriptions set forth in the applicable Exhibits and Documentation, as updated by Cubic from time-to-time;
- ii. The Implementation Services will be performed in a professional manner by persons qualified and skilled in their occupations; and

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- iii. It has and will maintain all necessary licenses, consents, and permissions necessary to perform its obligations under this Agreement.

### **2.6.2 Disclaimer of Other Warranties**

EXCEPT FOR THE EXPRESS WARRANTIES MADE BY CUBIC IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE MADE AVAILABLE TO CUSTOMER "AS IS." CUBIC EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NONINFRINGEMENT, OR TITLE.

### **2.6.3 Limitation of Liability for Service Use**

Without limiting the foregoing disclaimer, Cubic will have no liability for any: (i) errors, mistakes, or inaccuracies of information not caused by Cubic; (ii) any unauthorized access to or use of the Services not caused by Cubic's breach of its security obligations; (iii) any interruption of transmission to or from the Services caused by third parties; (iv) any bugs, viruses, or trojan horses transmitted on or through the Services by any third party; or (v) any loss or damage of any kind incurred as a result of the use of the Services in a manner not authorized by this Agreement.

### **2.6.4 Cubic-Provided Warranty for Equipment**

#### **2.6.4.1 Cubic Warranty Terms**

Equipment warranty terms are as follows:

- i. Cubic proprietary equipment shall be covered by a one-year (1-year) warranty commencing from the date of delivery of such hardware ("Standard Warranty Period").
- ii. All other equipment, inclusive of non-Cubic proprietary equipment, shall only be warranted to the extent there is an OEM warranty applicable, copies of which will be provided to Customer.
- iii. Cubic's warranty liability is limited to the repair or replacement of faults not caused by misuse or abuse, or from normal wear and tear. Cubic's warranty liability excludes faults contributed to by Customer's failure to maintain the equipment in accordance with the written manuals, training materials or formal written maintenance instructions issued to Customer;
- iv. Warranty repairs may only be completed by Cubic.
- v. Consumable parts including brackets, cables, batteries, and accessories are excluded from the warranty. Customer may purchase such parts from Cubic or a third party providing that Customer shall be responsible for costs of repairing any damage caused to the Equipment caused by the use of any non-conforming consumable part not purchased from Cubic.

#### **2.6.4.2 Non-Warranty Repair**

- i. All Equipment sent into Cubic for repair not under warranty will still require an RMA prior to shipping and will be subject to Cubic's then-current and published repair fees and policies. A minimum fee will be charged even if the device is found to have no fault or defect.
- ii. By submitting the non-warranty Equipment for repair, Customer agrees to pay Cubic's then current fees for parts, materials and labor needed for repairs.
- iii. Cubic shall not be under any obligation to perform non-Warranty repairs under this Section. Where no RMA is given, Cubic is not responsible for any unreceived, lost, or misdirected Equipment.

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### **2.6.4.3 Equipment Substitution**

Cubic may substitute or replace the Equipment, at no cost to Customer, with alternative Equipment at any time during the Term providing such Equipment shall provide at least the same functionality as the original Equipment.

## **2.7 Customer Obligations**

### **2.7.1 Required Cooperation and Access**

Customer shall provide Cubic:

- A. All necessary cooperation in relation to this Agreement; and
- B. All necessary access to such information as may be required by Cubic in order to provide the Services, including but not limited to Customer Data, Transit Data, security access information and configuration services; and
- C. And its Subcontractors for trip planning purposes a non-exclusive, royalty-free, sublicensable, worldwide, non-exclusive right and license to access, use, distribute, modify, publicly perform, and display Transit Data, including the right to sublicense such rights to Subcontractors. Such right and license is valid only for the Term of the Agreement and shall terminate upon the expiration of the Agreement.

### **2.7.2 Law and Regulation Compliance**

The Customer shall comply with all applicable laws and regulations with respect to its activities under this Agreement;

### **2.7.3 Customer Responsibilities**

The Customer shall carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in Customer's provision of such assistance as agreed by the Parties, Cubic may adjust any agreed upon timetable or delivery schedule as reasonably necessary and Customer shall be liable for any reasonable and demonstrable costs related to such adjustment;

### **2.7.4 Licenses, Consents, and Permissions**

The Customer shall obtain and shall maintain all necessary licenses, consents, and permissions applicable to Customer that are required for Cubic, its subcontractors and agents to perform their obligations under this Agreement, including without limitation the Services;

### **2.7.5 Network and System Compliance**

The Customer shall ensure that its network and systems comply with the relevant specifications provided by Cubic. Failure to do so that results in degradation or suspension or non-commencement of the Services shall not constitute a Breach of this Agreement on the part of Cubic.

### **2.7.6 Network and Telecommunication Links**

The Customer shall be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Customer's data centers, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Customer's network connections or telecommunications links or caused by the internet.

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### **2.7.7 Data, Approvals, and Other Deliverables**

The Customer shall provide required data, approvals, and other deliverables as required by Cubic to perform its obligations, including any implementation schedules, under this Agreement.

### **2.7.8 PCI-DSS Practices**

The Customer shall implement and execute PCI-DSS practice as required by the responsibilities assigned to the Customer including but not limited to security policies and operational procedures, inspection of equipment for tampering, and personnel training.

### **2.7.9 Physical Access to Customer Buses, Trains, and Installation Sites**

The Customer shall permit Cubic and its agents reasonable access to Customer's buses, installation sites and to the premises in which Customer conducts its business and furnish to Cubic other information as Cubic may reasonably request for performance of the Services.

### **2.7.10 Data Services**

The Customer shall, unless specifically agreed otherwise in writing, provide and maintain the data services required for the Equipment to communicate with the Platform Services.

### **2.7.11 Customer-Managed Third Parties**

The Customer shall, unless otherwise specified in this agreement manage and be responsible for any Customer-Managed Third Parties.

### **2.7.12 Public Relations and Marketing**

Unless otherwise specified in this Agreement and/or Exhibits, the customer shall be responsible for public relations and marketing as it relates to services provided by the Customer that utilize the Platform Services.

## **2.8 Indemnity**

### **2.8.1 Indemnification by Cubic for Intellectual Property Infringement**

- A. Cubic's Obligation. Subject to the procedures in Section 2.8.4 and the limitations in this Section 2.8.1, Cubic will defend any action brought by a third party against Customer, its Authorized Mobility Services Providers, its Mobility Service Operators, or their respective directors and employees (a "Customer Indemnified Party") to the extent that it is based on a claim that the Services, Software, Documentation, or Equipment, as provided by Cubic, infringes a third-party Intellectual Property Right. Cubic will pay the damages and costs finally awarded against such Customer Indemnified Party in such action that are attributable to such claim.
- B. Remedies. If a claim described in Section 2.8.1(a) has been asserted or Cubic reasonably determines such a claim may be asserted, Cubic may, at its sole option and expense, and as the sole and exclusive remedy of the Customer Indemnified Parties: (i) procure the right for Customer to continue using the affected materials; (ii) replace or modify the affected materials to be non-infringing while providing materially equivalent functionality; or (iii) if options (i) and (ii) are not commercially practicable, terminate the affected Services and refund to Customer any prepaid Fees for Services not received prior to the date of termination.
- C. Exclusions. Cubic shall have no liability or obligation under this Section this Section 2.8.1 to the extent that any infringement claim is based on:
  - i. A modification of the Services, Software, or Documentation by Customer or any party other than Cubic or its authorized subcontractors;

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- ii. The combination, operation, or use of the Services, Software, or Equipment with any product, data, or business process not supplied or approved in writing by Cubic;
  - iii. Cubic's compliance with any designs, specifications, or instructions provided by or on behalf of Customer;
  - iv. Customer's use of the Services in a manner contrary to the Documentation or in violation of this Agreement; or
  - v. Customer's continued use of the allegedly infringing materials after receiving notice from Cubic of the alleged or actual infringement.

D. Exclusive Remedy. THIS SECTION 2.8.1 STATES THE ENTIRE LIABILITY AND OBLIGATION OF CUBIC, AND THE SOLE AND EXCLUSIVE REMEDY OF THE CUSTOMER INDEMNIFIED PARTIES, WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

### 2.8.2 *Indemnification by Customer*

Subject to the procedures in Section 2.8.4, Customer will defend, indemnify, and hold harmless Cubic and its directors, officers, and employees from and against any and all third-party claims, demands, damages, liabilities, and expenses (including reasonable attorneys' fees and costs) arising out of or related to:

- A. Any data, content, or materials provided by Customer or loaded into the Platform Services by or on behalf of Customer that infringes a third party's Intellectual Property Rights or violates any applicable law;
- B. Any infringement claim that falls under the exclusions set forth in Section 2.8.1(c) or
- C. Customer's material breach of this Agreement or violation of applicable laws in its use of the Services.

### 2.8.3 *General Indemnity*

2.8.3.1 Cubic shall indemnify Customer Indemnified Parties from and against any and all third-party claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to attorneys' fees and costs), due to the gross negligence or willful misconduct of Cubic, or any of its Subcontractors' performance of this Agreement. Cubic will defend such Customer Indemnified Party at Cubic's expense and pay the damages and costs finally awarded against such Customer Indemnified Party in such action, but only if:

- A) Customer notifies Cubic promptly and without delay upon learning of such claim;
- B) Cubic has sole control over the defense of the claim and any negotiation for its settlement or compromise; and
- C) Customer provides Cubic with all available information and assistance reasonably necessary for Cubic to defend such claim

### 2.8.4 *Indemnification Procedures*

An Indemnified Party seeking indemnification under this Section 2.8.4 shall: (a) notify the Indemnifying Party promptly upon learning of any claim; (b) grant the Indemnifying Party sole control over the defense of the claim and any negotiation for its settlement or compromise; and (c) provide the Indemnifying Party with all available information and assistance reasonably necessary to defend such claim. The failure to provide prompt notice will not waive any right to indemnification, except to the extent that the failure to provide notice materially prejudices the Indemnifying Party's ability to defend the claim.

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## 2.9 **Corrective Action Plans**

### 2.9.1 **Notification of Material Breach**

If Customer believes that Cubic is in material breach of this Agreement, and such breach is capable of being cured, Customer shall first provide Cubic with a detailed written notice requesting a Corrective Action Plan ("CAP Request"). This CAP Request must include specific, substantiated documentation and data that demonstrates the nature, scope, and impact of the alleged material breach. No CAP Request may be issued, and Cubic shall not be considered in breach, for any failure or delay caused by factors outside of Cubic's reasonable control, including but not limited to Customer's acts or omissions, failures of Customer-controlled systems, the performance of third-party services not subcontracted by Cubic (including internet service providers), or a Force Majeure Event.

### 2.9.2 **Corrective Action Plan (CAP)**

Following its receipt of a valid CAP Request, Cubic shall use commercially reasonable efforts to investigate the alleged material breach. Within thirty (30) business days, Cubic shall propose a written corrective action plan (the "Corrective Action Plan" or "CAP"). The content of the Corrective Action Plan, including the description of the proposed remedies and the timeline for implementation, shall be determined by Cubic in its reasonable discretion and good faith. The Corrective Action Plan will be provided to Customer for review and approval, and such approval shall not be unreasonably withheld, conditioned, or delayed.

### 2.9.3 **Implementation and Default**

Upon Customer's approval of the Corrective Action Plan, Cubic shall use commercially reasonable efforts to implement the CAP in accordance with the timeline specified therein. Only if Cubic (i) fails to provide a Corrective Action Plan within the timeframe set forth in Section 2.9.2 or (ii) fails to materially comply with a mutually approved Corrective Action Plan, shall Customer be entitled to issue a Default Notice pursuant to this Agreement.

## 2.10 **Term and Termination**

### 2.10.1 **Effective Date and Term**

This Agreement shall, unless otherwise terminated as provided in this Section 2.10, commence on the Effective Date and continue for the Initial Term as set in Exhibit A1. This agreement shall automatically renew (Renewal Term) an indefinite number of times unless either Party gives 180 Days' notice (per Notices to Customer in Exhibit A1) to the other Party of its intention not to renew. "Term" means the Initial Term and any Renewal Terms that have been exercised.

### 2.10.2 **Breach**

Either Party may, subject to this Section 2.10, terminate this Agreement if either Party breaches or defaults on any of the material provisions of this Agreement and such breach is not cured within the specified time in Section 2.9, then in addition to all other rights and remedies of law or equity or otherwise, then the Party not in default shall have the right to terminate this Agreement without any charge or liability, at any time thereafter.

### 2.10.3 **Breach for Missed Payment**

Either Party may terminate this Agreement by giving notice if the other Party does not make a payment within sixty (60) Calendar Days of the date such amount is due.

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#### 2.10.4 **Immediate Termination**

Notwithstanding Section 12.1, Customer will have the right to immediately terminate the Agreement upon giving notice to Cubic where Cubic is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of Cubic's insolvency.

#### 2.10.5 **Actions Upon Expiration or Termination of this Agreement**

Upon the expiration or termination of this Agreement for any reason:

- i. All rights and licenses granted under this Agreement to Customer shall immediately terminate;
- ii. each Party shall return and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to the other Party if requested to do so by the other Party;
- iii. Cubic may destroy or otherwise dispose of any of the Customer Data in its possession unless Cubic receives, no later than thirty (30) Days after the effective date of the termination of this Agreement, a written request for the delivery to Customer of the then-most recent back-up of the Customer Data. Cubic shall use reasonable commercial efforts (and subject Section 3.2.2.6, Transition Out Services) to deliver the back-up to Customer within thirty (30) Days of its receipt of such request, provided that Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). Customer shall pay all reasonable expenses incurred by Cubic in returning or disposing of Customer Data;
- iv. any rights, remedies, obligations, or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced; and
- v. Sections 3.10, 3.12, 5, 6, 7, 9, 10, 12, 15, 16, 27, and 28 will survive any termination or expiration of this Agreement.

### 2.11 **Suspension of Services**

#### 2.11.1 **Reasons for Cubic Suspension**

Cubic may suspend its provision of the Platform Services, in its sole discretion, if it reasonably believes that:

- i. Customer or a User is engaged in or has experienced any activity that materially harms Platform Services, or Cubic's ability to operate and maintain the same;
- ii. a security incident has occurred; or
- iii. Customer has engaged in any fraudulent or illegal activity or any activity that could result in legal liability.

#### 2.11.2 **Efforts Made by Cubic**

Cubic will use reasonable efforts under the circumstances to:

- i. provide prior written notice of such suspension, which notice shall include a reasonable explanation and description of the basis for its intended suspension to allow Customer to respond (to the extent practicable), mitigate and/or cure the underlying circumstances, if curable; and
- ii. limit such suspension to the extent necessary to mitigate the prospective harm. Any such suspension may continue until the event causing such suspension has been cured or until Cubic has received satisfactory assurances that such event will not recur. To the extent the issue that gave rise to a suspension is caused by Customer, Customer shall take all reasonable measures to remedy the issues as expeditiously as possible.

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## 2.12 Force Majeure

Except for payment obligations, neither Party shall have any liability to the other Party under this Agreement if a Party is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Party or any other party), failure of a utility service or transport or telecommunications network, acts of God, war, epidemic, pandemic, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default, equipment failures, shortages in transportation, service failures or delays in the performance of suppliers or sub-contractors, or the inability to obtain labor or raw materials provided that the other Party is notified of such an event and its expected duration and the anticipated impact to the Services provided under this Agreement.

## 2.13 Limits of Liability

### 2.13.1 No Consequential Damages

To the maximum extent permitted by applicable law, neither party will have any liability for any indirect, special, incidental, punitive or consequential damages (including, as a result of any delay in rendering service, loss of data, loss of use, or the loss of profit or revenue) arising out of or in connection with these terms, however caused, and under whatever cause of action or theory of liability brought (including under any contract, negligence or other tort theory of liability) even if such party has been advised of the possibility of such damages.

### 2.13.2 Liability Cap

To the maximum extent permitted by applicable law, in no event shall Cubic's liability for any claim arising out of or in connection with these terms (when aggregated with its liability for all other claims arising out of or in connection with these terms) exceed the greater (a) that amount specified in Exhibit A1 and (b) the amounts paid by customer to Cubic during the 12-month period immediately preceding the incident giving rise to such liability

### 2.13.3 Exceptions

The exclusions and limitations of liability in this Section shall not apply to

- A. a breach by a party of its confidentiality obligations under this agreement;
- B. a party's indemnification obligations under Section 2.8 of this agreement (or any amounts paid or payable in connection with such obligations);
- C. a party's liability for personal injury or physical harm; or
- D. customer's breach of section 3.2.

## 2.14 Confidentiality

### 2.14.1 Definitions

Each Party may be given access to Confidential Information from the other Party in order to perform its obligations under this Agreement. A Party's Confidential Information shall not be deemed to include information that:

- A. is or becomes publicly known other than through any act or omission of the receiving Party;
- B. was in the other Party's lawful possession before the disclosure;
- C. is lawfully disclosed to the receiving Party by a third party without restriction on disclosure; or

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- D. is independently developed by the receiving Party, which independent development can be shown by written evidence.

#### **2.14.2 Confidence**

Each Party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

#### **2.14.3 Reasonable Actions for Protection**

Each Party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

#### **2.14.4 Customer Acknowledgement**

Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute Cubic's Confidential Information.

#### **2.14.5 Cubic Acknowledgement**

Cubic acknowledges that the Customer Data is the Confidential Information of Customer.

#### **2.14.6 Agreement Protections**

The provisions of this Agreement are the Confidential Information of each Party

#### **2.14.7 Required Disclosure of Confidential Information**

If a Party is required to disclose the Confidential Information of the other Party in accordance with judicial or governmental order or requirement, it shall promptly notify the other Party so that the other Party may contest the order or requirement or seek confidential treatment for such information.

#### **2.14.8 Public Acknowledgement of This Agreement**

No Party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

#### **2.14.9 Breach of Confidentiality Provisions**

The Parties acknowledge that breach of any confidentiality provisions (including but not limited to those relating to the protection of all personal information) may cause irreparable harm to the other Party or to any third-party to whom the other Party owes a duty of confidence, and that the injury to the other Party or to any third-party may be difficult to calculate and inadequately compensate in damages. The Parties each agree that the other Party is entitled to seek injunctive relief (without proving any damage sustained by it or by any third-party) or any other remedy against any actual or potential breach of such confidentiality provisions.

### **2.15 Assignment**

#### **2.15.1 Consent for Transfer+**

Neither Party may, without the prior written consent of the other Party, assign or transfer its rights or obligations under this Agreement.

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### 2.15.2 **Cubic Assignment**

Notwithstanding Section 2.15.1, Cubic, in its discretion, may assign the Agreement in connection with the sale of all or substantially all its assets, equity interests or business or to any affiliated entity.

### 2.15.3 **Binding and Inurement**

Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns, as set out herein. Any attempted assignment in violation of this Section 2.15 shall be null and void.

### 2.16 **Required Terms and Conditions**

The Parties shall comply with the requirements of Exhibit E, if applicable.

### 2.17 **Conflict**

If there is an inconsistency between any of the provisions in the main body of this Agreement (Section 2) and the Exhibits (Section 3), the provisions in the main body of this Agreement shall prevail.

### 2.18 **Variation**

Except as otherwise provided herein, no amendment to, or waiver of, any provision of these terms will be effective unless in writing and signed by both Parties.

### 2.19 **No Waiver**

No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

### 2.20 **Rights and Remedies**

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

### 2.21 **Severance**

Each provision of this Agreement shall be viewed as separate and distinct, and in the event that any provision shall be deemed by a court of competent jurisdiction to be illegal, invalid or unenforceable, the court or arbitrator finding such illegality, invalidity or unenforceability shall modify or reform these terms to give as much effect as possible to such provision. Any provision which cannot be so modified or reformed shall be deleted and the remaining provisions of these terms shall continue in full force and effect.

### 2.22 **Entire Agreement**

#### 2.22.1 ***This Agreement Supersedes Any Previous Agreements***

This Agreement, and any documents referred to in it, constitute the whole agreement between the Parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

#### 2.22.2 ***Delivery of the Scope Within This Agreement***

- A. Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether

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in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

- B. Cubic's performance of the Services may be subject to or reliant upon Customer's acts or omissions. Where Customer fails to perform such act or omission, whether set out in this Agreement or otherwise agreed between the Parties, Cubic may, on written notice to Customer, adjust any agreed upon timetable or delivery schedule as reasonably necessary and Customer shall be liable for any reasonable and demonstrable costs related to such adjustment.

### **2.23 No Partnership or Agency**

Nothing in this Agreement is intended to or shall operate to create a partnership between the Parties, or authorize either Party to act as agent for the other, and neither Party shall have the authority to act in the name or on behalf of or otherwise to bind the other Party in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

### **2.24 Third-Party Rights**

This Agreement does not confer any rights on any person or party (other than the Parties to this Agreement and, where applicable, their successors and permitted assigns).

### **2.25 Notices**

Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class mail or internationally recognized overnight courier to the other Party at its address set out in Exhibit A1, or such other address as may have been notified by that Party for such purposes. All notices must include delivery receipts, such as proof from the carrier that the notice was delivered; all notices shall be deemed to have been received when delivered.

### **2.26 Governing Law**

This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with and governed by the laws of the state or province specified in Exhibit A1 without regard to its laws on personal jurisdiction. The Parties hereby agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement or any related transaction between the Parties.

### **2.27 Disputes**

If a dispute arises with regard to this Agreement which is not resolved informally by the Parties, the Parties will escalate such dispute to senior management, with the intention of reaching resolution within 30 Business Days. In the event of any dispute under this Agreement that cannot be resolved within such 30 Business Day period, by the Parties, after using commercially reasonable efforts to do so, the Parties unconditionally and irrevocably agree that the dispute will be resolved by arbitration (and accordingly they hereby consent to personal jurisdiction over them) in the city and jurisdiction specified under Governing Law in Exhibit A1, in accordance with the Commercial Dispute Resolution Procedures of the Jams Comprehensive Arbitration Rules and Procedures and, in the event either Party seeks injunctive or provisional relief, the Emergency Arbitrator Rules. The arbitration will be heard and determined by a single arbitrator. The arbitrator's decision in any such arbitration will be final and binding upon the Parties and may be enforced in any court of competent jurisdiction. Without limiting the foregoing, the Parties agree that any such arbitrator's decision may be enforced in, and accordingly submit to the nonexclusive jurisdiction and venue of, any court of competent jurisdiction sitting in the State of Arkansas. The arbitrator shall have the discretion to award the prevailing Party its reasonable attorneys' fees and arbitration costs from the other Party

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## 2.28 Compliance with Laws and Operational Adjustments

Each Party, in exercising its rights and performing its obligations under this Agreement, shall comply with all applicable local, state, national, and international laws, tariffs, governmental rules, and regulations. Customer acknowledges and agrees that Cubic may, from time to time, be required to make modifications to its operations, supply chain, or choice of material suppliers to comply with such laws or regulations. Such compliance-driven modifications and cost impacts shall not be deemed a breach of this Agreement. Cubic commits to using commercially reasonable efforts to implement any such changes in a manner that ensures the consistent and timely delivery of the goods and services hereunder. Furthermore, in the event there is a change in law or regulation that causes a material change in cost to Cubic, then the Fees set out in Exhibit D may be adjusted to reflect a reasonable share of such change in costs.

## 2.29 Insurance

### 2.29.1 Cubic-Provided Insurance

During the Term, and at Cubic's sole expense, Cubic shall procure and maintain the insurance coverages described in Exhibit E3.

### 2.29.2 Certificate of Insurance

If requested by Customer, Cubic shall furnish to Customer, once each calendar year, a Certificate of Insurance which shall certify Cubic's insurance policy adequately covers the insurance obligations under this Agreement.

## 2.30 Miscellaneous

Both Parties will comply with the other Party's on-site access and COVID-19 procedures as applicable to performing work within sites. Each Party will provide such policies in advance as requested by the other Party.

## 2.31 Counterparts

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

The Parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall be deemed an original, effective as of the Effective Date.

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2.32 **Signatures**

**Customer Name as Specified by Exhibit A1**

**Cubic Transportation Systems, Inc.**

By: \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_  
(Authorized Signature)

Name: \_\_\_\_\_  
(Print or Type)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

### 3. EXHIBITS

The following services comprise the Platform Services in scope of this Agreement.

Exhibit #	Exhibit Title	Notes
<b>Exhibit A: Introduction</b>		Always included
<b>Exhibit A1</b>	Specific Contract and Customer Terms	<input checked="" type="checkbox"/>
<b>Exhibit B: Core Platform Services</b>		Select ONE of the following:
<b>Exhibit B1</b>	Umo Platform Service Description	<input checked="" type="checkbox"/>
<b>Exhibit B2</b>	cFlex Platform Service Description	<input type="checkbox"/>
<b>Exhibit C: Component Services</b>		Select all that apply
<b>Exhibit C1</b>	CubicPay Services	<input checked="" type="checkbox"/>
<b>Exhibit C2</b>	Platform Support Services	<input checked="" type="checkbox"/>
<b>Exhibit C3</b>	Card Services	<input checked="" type="checkbox"/>
<b>Exhibit C4</b>	Trip Planning Services	<input checked="" type="checkbox"/>
<b>Exhibit C5</b>	InComm Retail Network Services	<input checked="" type="checkbox"/>
<b>Exhibit C6</b>	Installation Services	<input checked="" type="checkbox"/>
<b>Exhibit D: Implementation</b>		Select ONE of the following:
<b>Exhibit D1</b>	Umo Platform Implementation Services	<input checked="" type="checkbox"/>
<b>Exhibit D2</b>	cFlex Platform Implementation Services	<input type="checkbox"/>
<b>Exhibit E: Commercials and Legal</b>		Select all that apply
<b>Exhibit E1</b>	Fees	<input checked="" type="checkbox"/>
<b>Exhibit E2</b>	Documentation	<input checked="" type="checkbox"/>
<b>Exhibit E3</b>	Insurance Requirements	<input checked="" type="checkbox"/>
<b>Exhibit E4</b>	Required Terms	<input checked="" type="checkbox"/>
<b>Exhibit E5</b>	Fare Collection as a Service (FCaaS) Option	<input type="checkbox"/>

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3.1 **Exhibit A: Summary**

3.1.1 **Exhibit A1: Specific Contract Summary**

<b>Item</b>	<b>[CONTRACTS TO FILL OUT]</b>
<b>Cubic Entity</b>	Cubic Transportation Systems, Inc.
<b>Effective Date</b>	
<b>Customer Name</b>	The City of Jonesboro
<b>Initial Term Length</b>	Five (5) years
<b>Renewal Term Length</b>	Two (2) years
<b>Liability Cap</b>	
<b>Currency</b>	United States Dollars
<b>Notices to Customer</b>	
<b>Notices to Cubic</b>	Cubic Transportation Systems, Inc. Attn: Legal Department c/o Cubic Transportation Systems Limited 9233 Balboa Avenue San Diego, CA 92123 <a href="mailto:Ab.jenkins@cubic.com">Ab.jenkins@cubic.com</a>
<b>Governing Law</b>	State of Arkansas

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## 3.2 Exhibit B: Core Platform Services

### 3.2.1 Exhibit B1: Umo Platform Services Description

#### 3.2.1.1 Umo Platform Service Description

The Umo Service is a cloud-based electronic fare collection service provided on an as-a-service basis.

The Umo Service shall provide the following functionality:

- Process fare and other mobility transactions through Umo Pass compatible devices from a variety of Umo compatible fare media including Umo pass cards
- Available products and fare rules include, but are not limited to:
  - Passes (Calendar, Time, Trip)
  - Closed-loop Stored Value
  - Transfers
  - Fare Capping
  - Special Fare Program Passes
  - Special Fare Program Positive List
  - Discount and Special Fare Program Benefit Codes
- Enable the purchase of fare and other supported mobility services products through a mobile application and end-user website;
- Enable the Customer to support end-users using web-based support and end-user account management functions;
- Enable the Customer to set-up and administer special fare programs and institutional program partners;
- Enable the Customer to create and export reports for financial reporting and service management including transaction level reports.

#### 3.2.1.2 Umo Platform Configuration Specific Cubic Obligations

- Configure product and fare rules on behalf of the Customer as defined in the Implementation Services scope in Exhibit D1.
- Configure any such other Umo Service parameters that cannot be configured by the Customer itself through the Platform configuration tools.

#### 3.2.1.3 Umo Platform Specific Customer Obligations

- Determine the fare rules and products to be configured on the Umo Pass Service for the Initial Implementation Services for Revenue Collection commencement and onwards through the Term.
- Validate and in a timely manner, approve fare rule and configuration changes
- Unless otherwise specified in this Agreement, provide general User customer support services for the Umo Services including pass redemption, refunds, and instruction on use and troubleshooting.
- Perform fare product sales through physical sales locations (such as, but not limited to, Customer ticket windows).
- Encourage and promote use of the Umo service through rider alerts, social media and demonstration events. The Customer will, with reasonable effort, incentivize riders to use the Umo Platform in lieu of cash.
- Establish and implement a phased rollout schedule for introduction of fare products and fare media, to be supplied by Customer.

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- Operate and maintain an AVL system capable of providing driver login and bus route and location information (as per Attachment 3 to this Exhibit) or perform manual login of readers to route to the Umo Platform via the Umo Administrative Portal.
  - Provide the mobile data plans or network connections for use by equipment that needs to communicate with the Umo Services.
  - Enter and maintain, where applicable, inter-agency or inter-operator agreements with the Authorized Mobility Services Providers and Mobility Service Operators.

#### **3.2.1.4 Additional Umo Pass Specific Terms**

- A. Cubic shall not be liable for any failure or degradation of the Umo Services to the extent caused by the failure, inaccuracy, or unavailability of the Customer's AVL system or the data provided therefrom.
- B. Platform Privacy Policy: <https://umomobility.com/app/privacy-policy/>

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### 3.3 Exhibit C: Component Services

#### 3.3.1 Exhibit C1: CubicPay Services

##### 3.3.1.1 CubicPay Services Description

- A. CubicPay Service is a cloud-based tokenization and payment gateway provided on an as-a-service basis.
- B. The CubicPay Service shall provide the following functionality:
  - a. E-commerce Transaction Processing: Process credit and debit card payment transactions from the Umo mobile application, Umo end-user website and Umo customer service interface to the applicable merchant acquiring service for authorization and settlement.
  - b. Retail Transaction Processing: Process credit and debit card payment transactions from Umo Platform certified ticket vending machines (TVM OEMs currently supported include Cubic, BEA-TT, VenTek, and Flowbird) and other retail payment devices.
  - c. Open Payment Processing, if applicable:
    - i. Process contactless EMV fare and mobility payment taps from physical or virtual (through compatible mobile wallets such as Apple Pay and Google Pay) bank and debit cards issued by compatible card schemes at CubicPay certified devices (Mobility Payment Taps);
    - ii. Route Mobility Payment Taps to the Umo Platform for fare calculation and recording;
    - iii. Route resulting bank and debit card transactions to applicable merchant acquiring service for authorization and settlement;
    - iv. Tokenization;
    - v. Securely encrypt and store bank and debit card credentials in a PCI-DSS certified tokenization solution;
    - vi. Maintain and make available to CubicPay certified devices a list of blocked credit and debit card credentials;

##### 3.3.1.2 CubicPay Specific Cubic Obligations

- A. Configure and maintain the configuration of the CubicPay Service;
- B. Ensure compatibility and maintain certification of the CubicPay Service with the Umo Pay standard product supported merchant acquiring service;
- C. Ensure the on-going compliance of the Cubic Pay Service with the PCI-DSS standard;
- D. Integrate and maintain the integration between the Cubic Pay Service and the Umo Pass Service

##### 3.3.1.3 CubicPay Specific Customer Obligations

- A. The Customer shall establish and maintain, a merchant account with a payment acquirer from Cubic's list of standard support acquirers (currently Moneris and FiServ) for the duration of the Term.
- B. The Customer shall provide Cubic with any configuration information and other reasonably required assistance to configure and maintain the configuration of such Merchant Facility.

##### 3.3.1.4 Additional CubicPay Specific Terms

- A. The Customer shall bear any fraud or revenue risk as it relates to the acceptance of credit and debit cards by the Customer on the Umo Platform.

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- B. To the extent the Payment Gateway is not provided by the Merchant Acquirer, the Customer shall pay the applicable Payment Gateway fees on a passthrough basis unless otherwise agreed between the Parties in Exhibit E1.
  - C. To the extent the Customer requires, and Cubic agrees, to support a Merchant Acquirer not offered as part of the standard Umo Pay Service offering, the Customer shall pay the applicable Merchant Acquirer establish and maintenance fees as agreed between the Parties in accordance with Exhibit E1 or as established in a mutually-agreed-upon Statement of Work.

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### 3.3.2 **Exhibit C2: Platform Support Services**

The purpose of this Exhibit is to describe the support and warranty services provided by Cubic to the Customer for the Umo Services.

The following section sets out which Umo Support Services described in this Exhibit A3 have been purchased and are included in this Agreement.

For the purposes of this Exhibit, an “Incident” is an issue with the Umo Services impacting the availability of functionality or services.

#### 3.3.2.1 **Service Delivery Management**

- A. Cubic will assign a service delivery manager (“Service Delivery Manager”) to act as the primary person responsible for managing the service relationship between the Customer and Cubic under this Agreement.
- B. The Service Delivery Manager has primary responsibility to:
  - a. Track and manage to resolution configuration and other change requests in relation to the Umo Services;
  - b. Manage and resolve service delivery issues as an escalated point of contact; and
  - c. Meet regularly (monthly or as otherwise mutually agreed with the Customer) to review Cubic’s service performance with the Customer.

#### 3.3.2.2 **Cubic Help Desk**

- A. Support comprises of technical and knowledge support to the Customer including:
  - a. to escalate Incidents to relevant resolver groups and provide overall Incident management;
  - b. to assist the Customer with general enquiries in connection with the Umo Services;
  - c. to launch the RMA process.
- B. Where applicable any resolver groups will provide the Customer with:
  - a. instructions on how to resolve the issue being experienced; and/or
  - b. results of diagnostics and investigations with details on what actions will be carried out by Cubic to resolve the Incident; and/or
  - c. the deployment of a workaround; and/or
  - d. to notify the customer that the Incident is to be resolved through the release of software

#### 3.3.2.3 **Software Hosting and Maintenance Services**

- A. Cubic will use commercially reasonable efforts to provide updates and new versions of the Umo Services to Customer as they are made generally available to its customers. Cubic may schedule intentional downtime for system maintenance or upgrades. Cubic will strive to minimize downtime for maximum availability of the Umo Services.
- B. Cubic will be responsible for the operation and availability of the Back Office and to use commercially reasonable efforts to downgrade any major issues in the Back Office and to use commercially reasonable efforts to (i) provide Customer with an initial response to any reported major issue within four (4) business hours, and (ii) work diligently to provide a workaround or permanent resolution to such major issue as soon as reasonably practicable. Major issues are defined as issues that prevent passengers from using the Umo Services or prevent the Customer from collecting revenue, that are not a Support Exclusion.
- C. Cubic reserves the right to perform scheduled maintenance of the platform during non-core business hours. Non-core business hours are defined as 10:00 pm to 2:00 am (Pacific Time Zone). Cubic maintains a standing scheduled maintenance window of either 10:00 pm to 2:00 am (Pacific

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Time Zone) or 10:00 pm to 2:00 am (Pacific Time Zone) once a month on Sunday (“Scheduled Downtime”). Cubic may schedule additional Scheduled Downtimes outside of the current once-a-month schedule by providing notification to Customer at least three (3) Business Days in advance; this notification will be provided via the agreed upon communication protocol to designated support representatives.

- D. Additionally, any downtime caused by factors outside of Cubic’s reasonable control do not factor into the availability of the Umo Services, including any force majeure event, internet service, cloud hosting, cellular or communications network provider availability outside of Cubic’s platform, any downtime resulting from outages of third-party connections or utilities, and actions or inactions of the Customer.
- E. Cubic reserves the right to perform emergency maintenance at any time and without prior notice if such maintenance is deemed necessary by Cubic in its reasonable discretion to address a critical system failure or to maintain the security or integrity of the Umo Services, its data, and its underlying infrastructure. Downtime resulting from such emergency maintenance shall not be counted against any service level availability commitments. Cubic will use commercially reasonable efforts to provide notice to Customer as soon as practicable following the commencement of any emergency maintenance.
- F. “Support Exclusions” are those items that Cubic is not responsible for providing support hereunder for failures to the extent caused by: (a) Customer or third party supplied infrastructure or internet, communications or network failures; (b) modifications to the Equipment; (c) use of the Equipment or the Umo Services in combination with other products not intended to be so combined, or otherwise not specifically authorized in writing by Cubic; (d) use in violation of the Agreement or its Exhibits; (e) Force Majeure events; or (e) use of the Equipment or the Umo Services in a manner inconsistent with the Documentation.

#### **3.3.2.4 Configuration Services**

Cubic will be responsible for:

- A. Configuration management and control.
- B. Provision and maintenance of configuration Documentation.
- C. Coordination and management of the configuration of the services in conjunction with the Customer.

#### **3.3.2.5 Hardware Maintenance Services**

- A. Customer is responsible for all “first level” of support and maintenance to address hardware defects in accordance with any maintenance instructions issued by Cubic, including, but not limited to, cleaning of the Equipment, and protection of Equipment from damage and temperatures above or below reader tolerances specifications, de-installation of faulty Equipment, replacement with a spare, and return of the faulty Equipment to Cubic if needed. The Customer shall return malfunctioning readers to Cubic for repair/replacement in accordance with Cubic’s return maintenance authority processes.
- B. All Equipment not repaired by the Customer through “first level” support at a Cubic designated facility, Cubic shall be responsible for repairing at the discretion of the Customer.
- C. Where Customer is unable to rectify a hardware fault, Customer may report any hardware failure to their assigned Service Delivery Manager with the following information:
  - a. Date the Equipment fault was discovered
  - b. Equipment type
  - c. Equipment serial number
  - d. Detailed description of the Equipment fault

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- e. Detailed description of Customer first-level support steps taken to resolve the fault
  - f. A statement as to whether the Equipment repair should be covered under warranty
  - D. If the Equipment fault cannot be repaired remotely, Cubic shall provide a Return Merchandise Authorization Number (“RMA”) to Customer authorizing the return of faulty Equipment to be repaired or replaced under warranty as per the Warranty and Extended Warranty clause below.
  - E. Customer shall be responsible for all costs of shipping repairs to Cubic for Equipment not covered under a valid warranty, including Equipment returned with no fault found or with issues not covered by an applicable warranty. Cubic shall be responsible for all costs of shipping repaired or replaced units to Customer.
  - F. Unless otherwise agreed between the Parties during the implementation phase, the assumed RMA model will involve returning Equipment for warranty service directly to Cubic on being issued a RMA.
  - G. If the faulty Equipment is under warranty and does not show signs of physical damage or tampering, Cubic will repair the Equipment at no cost to the Customer.
  - H. Cubic shall perform the following maintenance activities on all Equipment sent into Cubic for repair:
    - a. Confirm whether the Equipment is under warranty
    - b. Take receipt of Equipment sent to Cubic and verify an RMA number was issued
    - c. Investigate the alleged Equipment fault
    - d. Perform any necessary repairs on the Equipment to rectify the fault
    - e. Test the Equipment to ensure it is in good working order prior to its return to the Customer

#### **3.3.2.6 Transition-Out Services**

- A. Cubic will support the Customer as reasonably required to transition the Customer out of the Umo Services on termination if required, including but not limited to:
  - a. Preparing and delivering to the Customer in a mutually agreed data format an export of the Customer Data (where the Customer elects not to utilize tools built into the Umo Services to extract such Customer Data).
  - b. Providing knowledge support as reasonably required by Customer staff or contractors to receive and utilize the exported Customer Data.
- B. Transition out services will be determined on a case-by-case basis in a mutually-agreed-upon Scope of Work, follow the Change Order process, and use the then-year Cubic Professional Services labor rates.
- C. Transition out services are not available for such Customer Data of a highly PCI-DSS or privacy sensitive nature such as tokenized credit and debit card details.

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### 3.3.3 **Exhibit C3: Card Services**

#### 3.3.3.1 **Card Services Description**

- A. Card Services comprises of Card Procurement and Card Encoding, managed exclusively by Cubic.
- B. Card Procurement comprises of Cubic ordering and managing the delivery of Umo Cards from qualified Card manufacturers (“Card Orders”).
  - a. Card orders will be placed by the Customer by submitting a Card order request.
  - b. Card orders will be delivered to Cubic’s service facility for Card Encoding or, where encoded by the manufacturer, to work with the Umo Services directly to the Customer’s nominated ship-to location.
- C. Card Encoding is the service wherein Cubic encodes Umo Cards to be compatible with the Umo Services by placing a card image and associated security keys onto the Umo Cards. All Umo Cards must be procured and encoded through the processes managed by Cubic.

#### 3.3.3.2 **Cubic Obligations**

- A. With respect to Card Procurement, Cubic shall:
  - a. Upon receipt of a Card Order request from the Customer, use commercially reasonable efforts to obtain binding quotes from its qualified suppliers.
  - b. Provide a formal, all-inclusive quote to the Customer for the total cost of the Card Order. The price quoted shall be fixed for a period of thirty (30) days.
  - c. A Card Order will be processed only upon Cubic’s receipt of a valid Purchase Order from the Customer that matches the price and terms of Cubic’s quote.
  - d. Manage placed orders with manufacturers until the Umo Cards are received by Customer and use commercially reasonable efforts to resolve any issues with such orders.
- B. With respect to Card Encoding, Cubic shall:
  - a. Perform Card Encoding to agreed timelines for each Card Order, taking into account the size of the Card Order, available staffing, and other Card Encoding obligations.
  - b. Ship the encoded cards in bulk to the Customer-designated receiving location upon the completion of encoding.

#### 3.3.3.3 **Customer Obligations**

With respect to Card Procurement, Customer shall:

- A. Monitor stock levels of Umo Cards and initiate Card Orders to maintain supply, taking into account manufacturing and shipping lead-times
- B. Provide and approve Card designs (printed images) subject to the Umo Card Specification and brand Umo brand usage guidelines.
- C. Issue a valid Purchase Order to Cubic to confirm its acceptance of a formal quote and to initiate the placement of a Card Order.

#### 3.3.3.4 **Additional Card Service Terms**

For fare media procured by Cubic, title and risks shall pass to the Customer on the fare media being delivered to the Customer’s specified delivery location

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### 3.3.4 *Exhibit C4: Trip Planning Services*

#### 3.3.4.1 **Trip Planning Description**

The Trip Planning Service enables Users to perform door-to-door journey planning within the Umo Services platform. The service utilizes the Customer's transit data to provide Users with up-to-the-minute information on predicted departure and arrival times, real-time vehicle GPS locations, and service alerts to facilitate accurate and convenient trip planning.

The scope of the Trip Planning Service is limited to transit services provided by the Customer's and its Authorized Mobility Services Providers' owned and operated vehicles. The service expressly excludes trip planning for third-party micro-mobility providers, such as independently owned and operated bikeshares, scooter shares, or ride-hailing services, unless otherwise agreed via a Change Order.

#### 3.3.4.2 **Cubic Specific Obligations**

Cubic shall:

- A. Ingest and process the GTFS-Static and GTFS-RT data feeds provided by the Customer.
- B. Provide the trip planning functionality within the Umo mobile application and/or end-user website, allowing Users to plan journeys using the Customer's transit services.
- C. Present the trip planning results, including routes, schedules, and real-time vehicle information, to Users through the Umo Services interface.

#### 3.3.4.3 **Customer Specific Obligations**

The Customer shall:

- A. Provide and Maintain GTFS Feeds. Be solely responsible for providing, hosting, and maintaining complete, accurate, and compliant GTFS-Static and GTFS-RT data feeds. These feeds must be continuously maintained and updated in accordance with the then-current Global Transit Feed Specification for the duration of the Term.
- B. Host GTFS Feeds. Host the GTFS feeds at a stable, publicly accessible web URL and provide Cubic with the location of said URL.
- C. Grant Access Rights. Grant Cubic and its subcontractors a non-exclusive, royalty-free, worldwide right and license to access, use, copy, and process the Customer's GTFS feeds for the sole purpose of providing the Trip Planning Service under this Agreement.
- D. Maintain Privacy Policies. Ensure it has and maintains appropriate privacy policies and provides all necessary disclosures to its Users regarding the collection and use of precise location information as required to use the Trip Planning Service.

#### 3.3.4.4 **Additional Trip Planning Terms**

- A. Dependency on Customer Data. The Customer acknowledges and agrees that the accuracy, availability, and performance of the Trip Planning Service are entirely dependent on the quality, completeness, and timeliness of the GTFS feeds provided and maintained by the Customer.
- B. Disclaimer of Liability. Cubic shall not be liable for any failure, inaccuracy, or degradation of the Trip Planning Service, including but not limited to incorrect trip plans, schedules, or vehicle locations, to the extent that such issues are caused by deficient, inaccurate, incomplete, or unavailable GTFS feeds from the Customer. The failure of the Customer to maintain its GTFS feeds may result in the Trip Planning Service being partially or wholly non-functional, and such an event shall not be considered a breach of this Agreement by Cubic.

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### 3.3.5 *Exhibit C5: InComm Retail Network Services*

#### 3.3.5.1 Introduction and Commercial Principles

Additional terms apply where the Customer exercises the option to utilize the InComm Retail Network (“InComm Services”) for the load of stored value and/or Umo Card distribution. The following sections describe the InComm Services and the respective roles of the Customer, Cubic, and InComm.

The Parties acknowledge that the terms applicable to the InComm Services will require a direct agreement between the Customer and InComm. Cubic is not a party to such an agreement. Cubic and Customer agree to negotiate any related terms in good faith based on the following commercial principles:

- A. **Third-Party Service.** The Customer acknowledges that the InComm Services are a standard third-party service offered, provided, and operated independently by InComm. As such, Cubic makes no representations or warranties regarding the performance, availability, or continuity of the InComm Services. The Customer’s use of the InComm Services is contingent on the Customer entering into and maintaining a direct contractual agreement with InComm.
- B. **Cubic’s Limited Role.** Cubic’s sole role is that of a technical integrator and service manager. Cubic’s responsibilities are strictly limited to providing the technical interface between the InComm network and the Umo platform and, if required by InComm’s service offering, acting as an agent to forward any funds settled by InComm to the Customer. Cubic’s liabilities related to the InComm Services are limited to its performance of this defined work scope.
- C. **InComm Fees.** The Customer acknowledges that InComm’s business model involves settling funds net of InComm’s fees and commissions. The Customer is solely responsible for the payment of any fees and commissions assessed by InComm (“InComm Fees”).
- D. **Service Options.** Customer has the option to enable one of two InComm Services, subject to a direct agreement with InComm:
  - i. “InComm Standard Reload Services” which enables Users with a compatible Umo Card to add stored value at participating InComm retail locations.
  - ii. “InComm Transit Services” which enables additional functionality, including the ability for Users to utilize the Umo App to identify their account for reload and enables distribution of Umo Cards by InComm.

#### 3.3.5.2 InComm Fees

The Customer acknowledges that InComm Fees are set by InComm and may be varied by InComm with notice directly to the Customer, pursuant to the Customer's agreement with InComm. All InComm Fees are the sole responsibility of the Customer.

#### 3.3.5.3 Data and Retailer Participation

- A. **Data.** The Customer acknowledges that InComm Services are performed utilizing technology and operational services in the United States.
- B. **Retailer Participation.** The Customer acknowledges that neither InComm nor Cubic can compel retailers that are part of the InComm Retail Network to participate in or offer the InComm Services.

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#### **3.3.5.4 Termination Rights**

The Customer acknowledges that InComm shall have the right to terminate the InComm Services it provides pursuant to its direct agreement with the Customer. In the event of such a termination, Cubic shall have the right to immediately and without liability terminate the technical integration supporting the InComm Services. Cubic shall have no obligation to provide a replacement for the InComm Services or any similar retail network solution.

### 3.3.6 Exhibit C6: Installation Services

A. Cubic will install and commission the following equipment:

Equipment	Included
<b>Bus-Mounted Front-Door Validator</b>	YES
<b>Bus-Mounted Rear-Door Validator</b>	NO
<b>Bus-Mounted Secondary Door Target</b>	NO
<b>Switch</b>	NO
<b>Modem</b>	NO
<b>Router</b>	NO
<b>Antenna</b>	NO
<b>Mechanical Farebox</b>	NO
<b>Platform Validator</b>	NO
<b>Ticket Vending Machine</b>	NO
<b>Through-the-Wall Vault</b>	NO
<b>Stand-Alone Vault</b>	NO

B. Bus Equipment (includes validators, switches, modems, routers, antennae, and fareboxes)

Installation Requirements:

- a. Cubic will be responsible for:
  - i. In-person execution of the prototype hardware installation verification.
  - ii. Survey of the vehicle fleet.
  - iii. Development of the installation plan.
  - iv. Provision and maintenance of the installation drawings and guidelines.
  - v. Qualification of the installation Subcontractor including verification of required insurance, capability, experience, licensing, permits, and compliance to human and industrial resource requirements.
  - vi. Coordination and management of the Subcontractor.
  - vii. Verification and quality assurance of the work performed by the Subcontractor.
- b. The Customer will be responsible for:
  - i. Coordinating and making buses available from the Mobility Service Operators in accordance with the quantities and locations defined in the Implementation Schedule.
  - ii. Customer shall make a minimum of four (4) vehicles available per scheduled installation shift. Failure to do so shall be considered a Customer-caused delay. For each day of delay caused by Customer's failure to meet its obligations under this section, the project timeline shall be extended by one day, and Customer shall pay Cubic a daily standby fee of \$1000 to cover the costs of the idle installation team.
  - iii. Providing photos and other information as reasonably required by Cubic to perform the Desktop Survey.
  - iv. Providing a team to complete an 'in-person' survey of the fleet and collaborate on installation plans.
  - v. Having onsite resources available to confirm that the installation and commissioning of the Equipment has been completed in accordance with the installation and commissioning Documentation.
  - vi. Where applicable, provisioning to Cubic, and enabling of cellular SIM cards in accordance with the installation plan and schedule.
- c. Installation Assumptions and Requirements

- 
- i. The Fees and schedule for Implementation Services are based on the following key assumptions regarding the installation process
    - 1. Single Site Visit: Unless otherwise specified in a mutually agreed upon installation plan, Cubic assumes that the site survey, prototype vehicle installation and approval, and the full-fleet installation will be completed by Cubic's installation team in a single, continuous site visit. Any additional site visit required by the Service Delivery Manager or Installation Subcontractor will be invoiced using Professional Services rates and Time & Materials.
    - 2. Vehicle Availability: During the full-fleet installation phase, the Customer shall make a minimum of four (4) vehicles available for installation per scheduled shift (one shift per day).
    - 3. Consequences of Delays or Deviations: Any deviation from the assumptions above, including any Customer-caused delay, interruption, or failure to provide the required number of vehicles, shall entitle Cubic to an equitable adjustment to the schedule and Fees. Such adjustments may include, but are not limited to, mobilization and demobilization costs for any required additional site visits and daily standby fees to cover the costs of the idle installation team. All such adjustments will be documented via a Change Order.

C. Ticket Vending Machines and Platform Validators

- a. Cubic will be responsible for:
  - i. In-person execution of the prototype hardware installation verification.
  - ii. Survey of station installation site.
  - iii. Development of the installation plan.
  - iv. Provision and maintenance of the installation drawings and guidelines.
  - v. Qualification of the installation Subcontractor including verification of required insurance, capability, experience, licensing, permits, and compliance to human and industrial resource requirements.
  - vi. Coordination and management of the Subcontractor
  - vii. Verification and quality assurance of the work performed by the Subcontractor.
- b. The Customer will be responsible for:
  - i. Civil works including ensuring Equipment mounting locations are level, of appropriate dimensions, and installed with conduit placed appropriately to serve the platform validator being installed.
  - ii. Testing of electrical and communication cabling prior to installation.
  - iii. Providing photos and other information as reasonably required by Cubic to perform the installation site survey.
  - iv. Providing access to the sites as reasonably required by Cubic to perform the installation.
  - v. Having onsite resources available to confirm that the installation and commissioning of the Equipment has been completed in accordance with the installation and commissioning Documentation.
  - vi. Validating Umo Services readiness for revenue service.

D. Through-the-Wall and Stand-Alone Cash Vaults

- a. Cubic will be responsible for:
  - i. Delivery of the vault and installation kit

- 
- ii. Cubic will cut the wall according to the dimensions of the plan and apply sealant to the contours.
  - iii. Cubic will remove the legacy vault; and
  - iv. Cubic will place the new vault and install it using the included installation kit
- b. The Customer will be responsible for:
- i. Customer is responsible for making the space, where the vault is to be installed, available to the installation team during the site survey, as well as answering any questions related to the structure of the building.

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## 3.4 Exhibit D: Software Implementation

### 3.4.1 Exhibit D1: Umo Platform Implementation Services

#### 3.4.1.1 Service Description

- A. Implementation Services are the activities executed to supply, install, configure, verify, and commission the Umo Services as documented in Exhibit B.
- B. The Implementation Services will incorporate updates to the Umo Services hardware and features available prior to the Services Commencement Date.
- C. During the Mobilization Period, Cubic will establish an implementation plan that defines the implementation approach and controls including, but not limited to:
  - a. Communication protocol
  - b. Delivery of documentation
  - c. Project execution and governance, including variation and change order management.
- D. As part of the implementation plan, each Party will nominate personnel responsible for implementation as follows:
  - a. Point of contact accountable for the day-to-day management, coordination, and execution of the Implementation Services.
  - b. Executive sponsor.
  - c. Steering committee membership.

#### 3.4.1.2 Equipment Supply

- A. Cubic will supply Equipment as set out in Exhibit E1:
- B. The Bus Validator Mounting Assembly Kit includes mounts for either horizontal or vertical stanchions, provided such stanchions are readily available. Any additional parts required for installation beyond this scope will be processed through a change order and will be subject to additional fees.
- C. In addition to the purchased Bus Validators and Validator Installation Kits, Cubic will be responsible for providing as reasonably required cabling, connectors, in-line fuses and other parts to connect the Bus Validators to the vehicle power systems.
- D. An individual item of Equipment is deemed delivered in accordance with Clause 3.2 of the Agreement on the earlier of:
  - a) The item being installed by on a vehicle, either by Cubic or by the Customer.
  - b) The item being delivered by Cubic to an Authorized Mobility Services Provider or Mobility Service Operator under the direction and agreement by the Customer.
  - c) The item having been received by the Customer at the Customer's nominated receiving location for such item.
- E. Cubic will be responsible for:
  - a) Specification of the Equipment.
  - b) Execution of the hardware installation verification.
  - c) Supply of the Equipment.
  - d) Qualification of suppliers.
  - e) Verification of the supplied Equipment to the specification and required certifications, standards, and quality.
  - f) Supply chain management.
  - g) Logistics, receipt, and storage.
- F. The Customer will be responsible for:
  - a) Defining the representative sample of the fleet ("prototypes").

- 
- b) Assembling the prototype vehicles for the purpose of hardware installation verification.
  - c) Providing access for Cubic to perform the hardware installation verification.

#### **3.4.1.3 Equipment Commissioning**

#### **3.4.1.4 Configuration**

- A. Cubic will configure the Services, including but not limited to:
  - a. Fare policy definition.
  - b. Transport Network Topology (GTFS).
  - c. Configurable branding elements.
  - d. User accounts.
  - e. Payment gateways and third-party interfaces.
  - f. Asset definition and record keeping for Equipment.
- B. The Customer will be responsible for:
  - a. Provision of required configuration inputs that are the responsibility of the Customer, Authorized Mobility Services Providers and Mobility Service Operators or other third parties.
  - b. Delivery of inputs according to schedule.
  - c. Approval of configuration Documentation.
- C. Any delay by Customer in providing or approving required configuration inputs shall result in a day-for-day extension to the project schedule.

#### **3.4.1.5 Certification**

- A. Cubic shall secure the necessary certifications required for the provision of the Services and the supply and installation of the Equipment.
- B. Cubic will be responsible for:
  - a) Application, verification, and remediation of required certifications.
  - b) Providing PCI-DSS Attestation of Compliance for the applicable Umo Services.
- C. The Customer will be responsible for:
  - a) PCI-DSS certification for the Mobility Service Providers and Mobility Service Operators responsibilities, including compliance by Mobility Service Providers and Mobility Service Operator personnel.

#### **3.4.1.6 Service Commissioning**

- A. Cubic will coordinate the commissioning and enablement of the Services for each Authorized Mobility Services Provider.
- B. Cubic will be responsible for:
  - a) Verifying completion of the preceding or dependent configuration, installation, and commissioning activities.
  - b) Delivery of train-the-trainer training to each Authorized Mobility Services Provider including all User manuals and training materials.
  - c) Enablement of the Services.
  - d) Post-commissioning monitoring and tuning of the configuration through to acceptance and transition to operations.
- C. The Customer will be responsible for:
  - a) Manage the enrollment of passenger and staff participants.
  - b) Validating and approving that the Umo Services are ready for revenue service.

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### 3.4.1.7 Training

- A. Cubic will provide training for the following roles:
  - a) Fare program administrators including in the use of Customer configurable system parameters
  - b) Back-office staff (including financial operations staff and on the use of reports)
  - c) Front office/customer service personnel
  - d) Bus operators
  - e) Bus and station maintenance staff
- B. The Customer may record training sessions and print or duplicate training materials for internal reference and use or incorporate the training materials and content into the Customer's own training materials and documents.
- C. Cubic will be responsible for:
  - a) Provision of training materials, which may be supplied in electronic format including recorded video presentations.
  - b) Delivery of virtual customer training. In-person training is available via Change Order.
- D. The Customer will be responsible for:
  - a) Provision of facilities for delivery of training, including but not limited to conference or meeting rooms, audio-visual equipment, internet connectivity, consumables.
  - b) Provision of suitability of qualified trainees.

### 3.4.1.8 TVM Integration Support

Cubic will make the TVM API available to Customer's chosen TVM vendor and will provide such integration support as is reasonably required by the TVM vendor to utilize the API and develop and test the integration to the Umo Services. Such integration support will be billed monthly in arrears using the then-current Professional Services rates.

### 3.4.1.9 Transition to Operations

- A. Cubic will establish the Umo Services set out in Exhibit A prior to the earliest applicable Services Commencement Date.
- B. Cubic will coordinate with the Customer to execute the soft launch prior to the go-live.
- C. Cubic will support the Customer in the Customer's performance of configuration validation testing during the Soft Launch Period.
- D. Cubic shall maintain a register of Incidents raised by the Customer. If there is an Incident deemed to be critical, urgent or moderate that impacts the completion of Soft Launch, Cubic shall resolve said Incident.

### 3.4.1.10 Documentation

- A. Cubic will submit implementation Documentation to the Customer during the Implementation Services. Standard Documentation is not subject to Customer review and approval.
- B. Standard Documentation may include:
  - a) Installation and commissioning records for Equipment.
  - b) Configuration Documentation.
  - c) Certification Documentation.
  - d) Operator Implementation Checklist.
- C. Non-Standard Documentation
  - a) To the extent that Cubic provides any non-standard Documentation then such Documentation shall be subject to review and approval by the Customer. Documents

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shall be comprehensive, and include, where applicable, step-by-step instructions, explanatory pictures, required parts and components (with quantity, description, and part numbers), and relevant as-built wiring diagrams.

- b) Customer shall complete any required review within ten (10) Business Days of submittal and to the extent that any changes are required, Customer shall act reasonably in determining those changes and shall provide a detailed summary of the required changes.
- c) Providing any subsequent submittal incorporates the proposed Customer changes or as otherwise agreed prior to that submittal, the Customer shall confirm approval of that Documentation within five (5) Business Days of re-submittal.

#### **3.4.1.11 Acceptance**

- A. "Final Acceptance" will be achieved on completion of the following conditions:
  - a) Completion of the Soft Launch Period in accordance with Section 11 of this Exhibit;
  - b) Cubic's demonstration to the Customer's reasonable satisfaction that Cubic's standard operator checklist has been completed a copy of which will be provided to Customer at the start of the Implementation Services; and
  - c) The Customer validating and confirming in writing that the Umo Services meet the requirements set out in the Umo Services description.
- B. The Customer shall, within 30 days from the date Cubic notifies the Customer in writing that the Umo Services are ready for Final Acceptance, either:
  - a) Confirm in writing that the Final Acceptance milestone has been achieved; or
  - b) Decline in writing the Final Acceptance and provide a list of issues ("Draft Acceptance Issue List") that, in the Customer's reasonable belief, need to be resolved in order for the Customer to reach Final Acceptance.
- C. The Parties will work together promptly in good faith to mutually review the Draft Acceptance Issue List and create a mutually agreed list of issues that require resolution for Final Acceptance ("Final Acceptance Issue List"). If there is a dispute on what issues constitute a failure to meet the requirements set out in the Umo Services description and Compliance Matrix, such dispute will be resolved per Article 8 (Disputes) of this Agreement.
- D. Cubic will then take reasonable steps to resolve issues in the Final Acceptance Issue List and notify the Customer, in writing, when, in Cubic's opinion, such issues are resolved and request that the Customer confirm acceptance in accordance with 3.1.3.11.B above.
- E. Notwithstanding Clauses 3.1.3.11.A and 3.1.3.11.B above, the Implementation Services are deemed automatically accepted if the Customer fails to decline acceptance in accordance with 3.4.1.11.C above.
- F. To the extent that additional Umo Services features are enabled progressively over the contract Term, revenue service or beneficial use of that feature by Customer shall constitute acceptance of such new features.
- G. For the avoidance of doubt, acceptance by the Customer does not relieve Cubic from addressing incidents impacting the Umo Services in accordance with Exhibit A3 Umo Support Services.

#### **3.4.1.12 Schedule**

- A. Cubic will be responsible for:
  - a) Maintaining a register of implementation milestones reflecting the planned, forecasted, and actual delivery dates.

- b) Maintaining a register of scheduled integration milestones for management of alignment between Cubic’s master program and the Customer’s program of related or dependent work.
- c) Delivery of an implementation status report no more frequently than monthly including:
  - i. Milestone registers current as at the close of the preceding month.
  - ii. A Level 2 schedule printed to PDF format, where Level 2 is defined by AACE International Recommended Practice No. 91R-16.
  - iii. Planned, forecasted, and actual dates for enablement of Umo Services.
  - iv. Scheduling the Implementation Services such that Holidays and Non-Working Periods are non-working Days for Customer and Operators except by mutual agreement between the Parties.
- B. The Customer will be responsible for:
  - a) Maintaining the Customer’s schedules, schedule data and scheduling procedures.
  - b) Providing content and inputs to the Cubic-maintained master program and planning registers when requested.

**3.4.1.13 Initial Authorized Mobility Service Providers**

The Customer Choose an item. included additional Authorized Mobility Services Providers.  
If yes, list:

**3.4.1.14 Preliminary Milestone Schedule**

The following table lists the Level 1 Project Milestones and estimated target dates for completion based on the assumed contract Notice to Proceed, which will be the Effective Date on Page 1 of this Agreement.

<b>Project Milestone</b>	<b>Estimated Target Completion Date in Months from Notice to Proceed</b>
Notice to Proceed – Contract Award	NTP
Implementation Planning - Mobilization	NTP +1
Ordering of Hardware	NTP +1
Hardware Delivery	NTP + 4
Local Bus Installation	NTP +5
Final Acceptance	NTP + 7

### 3.5 Exhibit E: Commercials and Legal

#### 3.5.1 Exhibit E1: Fees

Unless specifically stated otherwise, all amounts are the currency stated in Exhibit A1, and exclusive of taxes, duties, and tariffs as further set out in the Agreement.

##### 3.5.1.1 Capital Costs

The following one-time fees are payable for the Implementation Services and the initial procurement of Equipment, if applicable.

##### 3.5.1.1.1 Itemized List of Equipment and Services

Item	Category	Qty	Unit Price	Extended Price	Notes
<b>Launch Services</b>	Project Management	1	34,400	34,400	Project management, fare policy configuration, virtual training, testing and operational readiness, API Library, hardware commissioning.
<b>Trip Planning Activation</b>	Project Management	1	8,100	8,100	One-time API connection fee
<b>Site Visit</b>	Project Management	1	5,200	5,200	Single site visit to supervise and validate final installation.
<b>Validator</b>	Hardware	19	2,275	43,225	UK-Manufactured cEMV capable reader with a one-year warranty
<b>Validator Installation Kit</b>	Hardware	19	150	2,850	
<b>Validator Mounting Kit</b>	Hardware	19	95	1,805	One-year warranty
<b>Installation Mobilization</b>	Services	2	1,030	2,060	Assumes two technicians, four vehicles per shift.
<b>Installation of Hardware</b>	Services	19	600	11,400	Assumes site survey and installation on one trip
<b>Reloadable Transit Card</b>	Consumable	5,000	4.15	20,750	Not for use with InComm

##### 3.5.1.1.2 Payment Milestones for Capital Costs

Project Milestone (as per Exhibit D)	Payment %
<b>NTP</b>	25%
<b>Implementation Planning Completed</b>	25%
<b>Equipment Ordered</b>	20%
<b>Equipment Delivered</b>	10%
<b>Equipment Installed</b>	10%
<b>Revenue Service Commencement</b>	10%

##### 3.5.1.2 Ongoing Costs

The following recurring fees shall be payable commencing on the date of Revenue Service Commencement, unless specified otherwise.

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### 3.5.1.2.1 Recurring Monthly Fees [for CAPEX-funded Projects]

The following fees are invoiced monthly in arrears.

#### A. Subscription Fees

Fee Name	Unit	Fee Amount
Subscription – Bus	Per Validator	200
Trip Planning	Per Agency	1,200
Open Payments Support	Per Validator	10

### 3.5.1.3 Other Fees and Adjustments

#### 3.5.1.3.1 Onboarding and Recurring Fees for Adding Authorized Mobility Service Providers

For each additional Authorized Mobility Services Provider added to this Agreement, the fees for onboarding, equipment, and recurring services shall be quoted based on Cubic's then-current rates and documented in a Change Order.

#### 3.5.1.3.2 Additional Equipment Orders

The Customer may procure additional Equipment under this Agreement. Pricing for such equipment will be quoted at the time of request and documented in a Change Order.

- A. Bus-mounted Validators
- B. Platform Validators
- C. Handheld Validators
- D. Mechanical Farebox
- E. Registering Farebox
- F. Integrated Cash Vault
- G. Modems
- H. Antennae
- I. Switches
- J. Driver Control Units
- K. Reloadable Transit Cards (both InComm and non-InComm)
- L. Paper Tickets
- M. Ticket Vending Machine(s)
- N. Real-time Passenger Information Systems (including CAD/AVL)
- O. Traffic Management Devices and Software

#### 3.5.1.3.3 Change Orders

Any changes to the Services, including any agreed changes to the Fees, schedule, or scope, will be documented in a written Change Order signed by both Parties.

### 3.5.1.4 General Commercial Terms

#### 3.5.1.4.1 Annual Fee Escalation

All recurring fees (both annual and monthly) shall be subject to a fixed escalation of three percent (3%) annually. The first such escalation will be applied on the first anniversary of the Revenue Service Commencement Date, and on each anniversary thereof for the remainder of the Term.

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### 3.5.1.4.2 Customer Obligations

THE FEES SET OUT IN THIS EXHIBIT AND THE SCHEDULE SET OUT IN THE APPLICABLE IMPLEMENTATION SERVICES EXHIBIT ARE BASED ON CUSTOMER'S PERFORMANCE OF ITS OBLIGATIONS IN A TIMELY MANNER AND THE ASSUMPTIONS SET OUT IN THIS AGREEMENT. TO THE EXTENT THAT CUSTOMER FAILS TO PERFORM THESE OBLIGATIONS IN A TIMELY MANNER, OR THESE ASSUMPTIONS ARE INCORRECT, CUBIC SHALL BE ENTITLED TO AN EQUITABLE ADJUSTMENT TO THE SCHEDULE AND ANY FEES OR COSTS, TO BE DOCUMENTED VIA A CHANGE ORDER

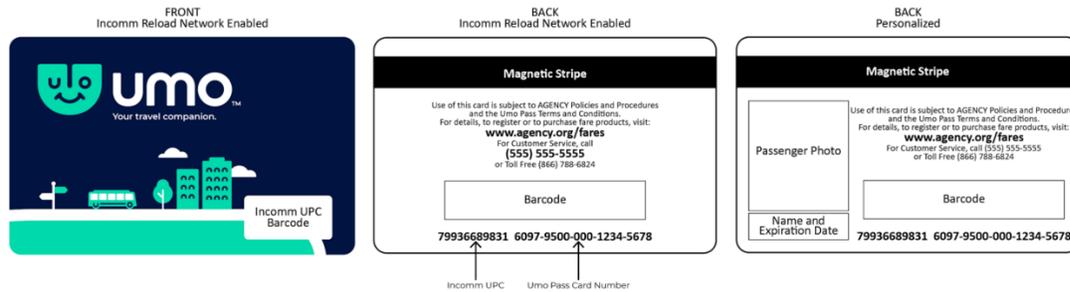
### 3.5.2 Exhibit E2: Documentation

#### 3.5.2.1 Attachment 1: Umo Card Specification

This attachment provides the preliminary Card specification for closed-loop Cards to be used with Umo Services. Cubic will provide a final specification prior to any Card orders. InComm-enabled cards have additional requirements and may have a price differential when quoted for a Purchase Order. InComm-enabled cards will not work in the InComm Reload Network unless the Customer has separately contracted the services of InComm.

#### Requirements:

- Clean and free of burrs and sharp edges
- Compliant with ISO/IEC 14443 parts 1-3 and ISO/IEC 18092
- Dimensions compliant with ISO/IEC 7810 and ISO/IEC 7813
- Encoded by Cubic for use in the Umo Pass System
- Chip type: MIFARE® DESFire EV3 2K or other, compatible chip type approved by Cubic
- Chip permanent unique identifier ("UID"), confirmed by Cubic as unique within the Umo Pass system
- Chip to be placed clear of magnetic stripe; placement to be approved by Cubic prior to printing
- Card numbers: Unique Card number (sixteen (16) digits or longer), provided by Cubic (e.g., in Excel file), printed on Card in dimensions and format shown below
- Bar code: Card number; printed within the dimensions shown below using the Code 128 bar code format
- Cross-reference Table: Linking UID and printed Card number
- Front of Card
  - Two-color graphics extending to all four (4) edges. Any Card design with more than two (2) Pantone colors are subject to additional fees
  - Umo Pass logo: within area shown below
  - Customer-approved logo ("Customer Logo") and design graphic ("Customer Design Graphic"): may be printed within the areas shown below; final printer-ready graphic file(s) prepared and approved by Cubic.
  - InComm-enabled Cards require UPC Bar Code 2: UPC-A format printed on the Card face
- Back of Card: Black, static text as shown below with Card number and corresponding bar code
  - InComm-enabled Cards require the following
    - Card printed bar code using Code 128-C bar code format
    - Unique thirty-digit (30-digit) number and twelve-digit (12-digit) UPC
    - HI-coercivity magnetic stripe encoded to use in InComm Reload Network (if utilized)



### 3.5.2.2 Attachment 2: AVL Compatibility Requirements

The Umo Pass Services have the following requirements for integration with CAD/AVL systems:

- A. Standard integration via GTFS and GTFS-RT
  - a. The standard integration for the automatic import of route and bus location information from CAD/AVL systems into the Umo Pass Services is via data feeds conforming to the real-time and static General Transit Feed Specification (<https://gtfs.org/>) via an internet accessible location that enables Cubic to automatically look for an import of updated files. Compatibility requirements include:
    1. Route identifiers, stop identifiers, and trip identifiers must be consistent across the GTFS Static and GTFS Realtime.
    2. GTFS-RT must contain unique vehicle identifiers for each vehicle in the fleet.
- B. Custom integration via the CAD/AVL system API
  - a. Integration via GTFS is the preferred and most common integration. Alternatively, Cubic can integrate on professional services, directly with CAD/AVL systems where the CAD/AVL system provides a suitable API, and the Customer securing acceptable access to such API through the Customer's commercial agreement with the CAD/AVL vendor. Compatibility requirements include:
    1. Consistent naming of key data elements such as route identifiers, stop identifiers, and trip identifiers across both the scheduled and real-time information available via the API; and
    2. Where the CAD/AVL is utilized for real-time information only, naming convention to ensure such data elements are consistent between the GTFS static feed and the real-time API data.

### 3.5.2.3 Attachment 3: Validator Specification Documentation

The validator scheduled to be installed at the time of Contract Execution / Notice to Proceed is the HID VAL 100.

Element	Description
Display	Full color, 4.3" Antireflective/antiglare 480 x 272 resolution
Processor	Dual core 1GHz
Umo Media Interfaces	<b>NFC Closed Loop:</b> MIFARE® DESFire EV2 2K <b>Barcode:</b> QR Code <b>Open Payments:</b> EMVCo L1 certified secure board EMVCo L2 certified for Visa, Mastercard, American Express and Discover
User Interfaces	Configurable audio output 4 x RGB LEDs
Connectivity	USB, Ethernet, , RS232, GPS Wi-Fi; Bluetooth 4, Bluetooth Low Energy 3G/4G/GPRS
Security	PCI SRED 5.1
Tolerances	Storage temperature: -30°C to 70°C Operating temperature: -20°C to 50°C Humidity: 0–95% RH, non-condensing IP54, IK07 rated
OS	Linux OS
Voltage	Supports 10.5-33VDC
Dimensions	HxWxD 265x145.5x188 mm
Weight	1.7 kg
Mounting	Pole mounted with vertical mount orientation attaching to 32mm or 36mm poles.

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3.5.3 *Exhibit E3: Insurance Requirements – Intentionally Left Blank*

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3.5.4 *Exhibit E4: Required Terms – Intentionally Left Blank*

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Text File

File Number: RES-26:016

Agenda Date:

Version: 1

Status: Recommended to Council

In Control: Public Safety Council Committee

File Type: Resolution

A RESOLUTION TO PURCHASE FIRE DEPARTMENT SAFETY AND RESCUE EQUIPMENT AND AMEND THE FY2026 BUDGET

WHEREAS, during the budgeting process a need was identified to conduct a detailed inventory of fire department rescue equipment to address needs prioritized in the long-range Jonesboro Fire Department need; and

WHEREAS, several items that would serve as force multipliers were identified as a priority need for the department; and

WHEREAS, city administration and Jonesboro Fire Department leadership request to amend the Jonesboro Fire Department fixed asset budget by a total of \$177,769.44, cost estimate plus %10 to account for taxes, shipping and misc. expenses, and allocate funding to purchase the following equipment:

- 2 \*Max Fire Seek Bundles - Total Estimate - \$12,698.00
- 10 FirePRO 300 Cameras and Hardware - Total Estimate - \$13,340.00
- 10 TFT Jumbo Intake Valves - Total Estimate - \$28,000.00
- 7 Pantheon PCT50 Extraction Combination Tools - Total Estimate \$105,000.00
- 14 PBPA2387 Batteries - Total Estimate \$11,591.16
- 7 Pantheon Tool Charging Equipment Units - Total Estimate \$710.92
- 7 Pantheon Tool Mounting Equipment Units - Total Estimate \$6,429.36

WHEREAS, the above equipment will allow for more reliable and adaptable emergency rescue equipment operation for each fire station.

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

SECTION 1. The FY2026 Jonesboro Fire Department Fixed Asset budget is amended by \$177,769.44 to purchase the above listed emergency response equipment.

SECTION 2. Fire Department administration is authorized to proceed with purchase of additional equipment in accordance to the City of Jonesboro purchasing guidelines.

SECTION 3. The Mayor, Harold Copenhaver, and City Clerk April Leggett, are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to

effectuate the above purchases pursuant to city purchasing guidelines as stated above.



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: ORD-26:006

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**Agenda Date:**

**Version:** 1

**Status:** First Reading

**In Control:** Public Safety Council Committee

**File Type:** Ordinance

AN ORDINANCE BY THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE

Now therefore be it ordained by the city council for the city of Jonesboro Arkansas to make the following change as recommended by the Traffic Control Committee:

Establish no parking on either side of South Madison Street from Jefferson Avenue to Washington Avenue



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: ORD-26:005

**Agenda Date:**

**Version:** 1

**Status:** Second Reading

**In Control:** City Council

**File Type:** Ordinance

AN ORDINANCE TO VACATE AND ABANDON A DRAINAGE EASEMENT LOCATED IN LOT 5R OF THE SECOND ADDITION OF BLOCK C, SOUTHERN HILLS, JONESBORO, ARKANSAS:

Being more particularly described as follows:

A 20.0 FEET DRAINAGE EASEMENT, BEING A PART OF LOT 5R OF THE SECOND ADDITION OF BLOCK C, SOUTHERN HILLS, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS. BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTH CORNER OF SAID LOT 5R; THENCE, SOUTH 41° 11' 15" EAST, A DISTANCE OF 17.90 FEET; THENCE, SOUTH 50° 49' 31" EAST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 50° 49' 31" EAST, A DISTANCE OF 202.90 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 00° 26' 35.04", HAVING A RADIUS OF 2586.34 FEET, AND WHOSE LONG CHORD BEARS SOUTH 39° 13' 29" WEST, A DISTANCE OF 20.00 FEET; THENCE, NORTH 50° 49' 15" WEST, A DISTANCE OF 203.16 FEET; THENCE, NORTH 40° 03' 04" EAST, A DISTANCE OF 19.99 FEET TO THE POINT OF BEGINNING; CONTAINING AN AREA OF 0.09 ACRES (4060.27 SQUARE FEET), MORE OR LESS, BEING SUBJECT TO ANY RIGHTS OF WAYS AND EASEMENTS OF RECORD.

BE IT ORDAINED by the City Council of the City of Jonesboro, Arkansas, that:

SECTION ONE: The City of Jonesboro, Arkansas, hereby releases, vacates, and abandons all of its rights, together with the rights of the public generally, in and to this part of the drainage easement designated as follows:

A 20.0 FEET DRAINAGE EASEMENT, BEING A PART OF LOT 5R OF THE SECOND ADDITION OF BLOCK C, SOUTHERN HILLS, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS. BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTH CORNER OF SAID LOT 5R; THENCE, SOUTH 41° 11' 15" EAST, A DISTANCE OF 17.90 FEET; THENCE, SOUTH 50° 49' 31" EAST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 50° 49' 31" EAST, A DISTANCE OF 202.90 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 00° 26' 35.04", HAVING A

RADIUS OF 2586.34 FEET, AND WHOSE LONG CHORD BEARS SOUTH 39° 13' 29" WEST, A DISTANCE OF 20.00 FEET; THENCE, NORTH 50° 49' 15" WEST, A DISTANCE OF 203.16 FEET; THENCE, NORTH 40° 03' 04" EAST, A DISTANCE OF 19.99 FEET TO THE POINT OF BEGINNING; CONTAINING AN AREA OF 0.09 ACRES (4060.27 SQUARE FEET), MORE OR LESS, BEING SUBJECT TO ANY RIGHTS OF WAYS AND EASEMENTS OF RECORD.

SECTION TWO: A copy of the ordinance duly certified by the City Clerk shall be filed in the office of the Recorder of Craighead County, Arkansas and shall be filed in the Deed Records of such office.





October 17, 2025

Jeremy Bevill  
2520 Alexander Drive  
Suite C  
Jonesboro, AR 72401-7194

Dear Mr. Bevill,

The City of Jonesboro Engineering and Planning Department concurs with the abandonment of a 20 ft drainage easement between Southwest Drive and Southern Creek Lane on Block C, Lot 5R of the Second Replat of Block C Southern Hills Jonesboro, Craighead County, Arkansas

Sincerely,



Craig Light  
City Engineer



Darrel Smith  
Planning Director

Attachments



*Owned by the Citizens of Jonesboro*

January 14, 2026

City of Jonesboro  
P.O. Box 1845  
Jonesboro, AR 72403  
Attn: April Leggett, City Clerk

Re: Drainage Easement Abandonment  
Block C, Lot 5R of the Second Replat of Block C, Southern Hills  
City of Jonesboro  
Craighead County, Arkansas

Dear April:

City Water and Light has no objection with the abandonment of the drainage easement of Block C, Lot 5R of the Second Replat of Block C, Southern Hills. All being located between Arkansas Highway #49 and Southern Creek Lane. Craighead County, located in Jonesboro, Arkansas.

Being more particularly described as follows: As described on the attached Abandonment Release Form and the Abandonment Plat.

Please call if more information is needed.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jake Rice III', is written over a faint, larger version of the signature.

Jake Rice III, P.E.  
Manager, City Water & Light

Enclosure

Cc: Crafton Tull

# ABANDONMENT RELEASE FORM

GENERAL UTILITY EASEMENT, PUBLIC ACCESS EASEMENT, ALLEY, STREET RIGHT-OF-WAY

REQUESTED ABANDONMENT TYPE: Drainage Easement

I have been notified of the petition to abandon the drainage easement as described following:

A 20.0 FEET DRAINAGE EASEMENT, BEING A PART OF LOT 5R OF THE SECOND ADDITION OF BLOCK C, SOUTHERN HILLS, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS. BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTH CORNER OF SAID LOT 5R; THENCE, SOUTH 41° 11' 15" EAST, A DISTANCE OF 17.90 FEET; THENCE, SOUTH 50° 49' 31" EAST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 50° 49' 31" EAST, A DISTANCE OF 202.90 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 00° 26' 35.04", HAVING A RADIUS OF 2586.34 FEET, AND WHOSE LONG CHORD BEARS SOUTH 39° 13' 29" WEST, A DISTANCE OF 20.00 FEET; THENCE, NORTH 50° 49' 15" WEST, A DISTANCE OF 203.16 FEET; THENCE, NORTH 40° 03' 04" EAST, A DISTANCE OF 19.99 FEET TO THE POINT OF BEGINNING; CONTAINING AN AREA OF 0.09 ACRES (4060.27 SQUARE FEET), MORE OR LESS, BEING SUBJECT TO ANY RIGHTS OF WAYS AND EASEMENTS OF RECORD.

No objections to the abandonment described above.

No objections to the abandonment described above, provided the following easements are retained. (Described below)

Objection to the abandonment (s), reasons described below.

Described reasons for objections or easements to be retained:

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City Water & Light  
Utility Company/ Municipality

  
Signature of Representative

GENERAL MANAGER  
Title



Summit Utilities Arkansas, Inc.

1400 Centerview Dr.  
Little Rock, AR 72211  
summitutilities.com

### UTILITY RELEASE FORM

General Utility Easement, Public Access Easement, Alley, Street, R.O.W.

Utility Company: Summit Utilities Arkansas, Inc. Date: 10/22/2025

Requested Abandonment: Drainage Easement Abandonment

Legal Description:

**Survey Description:**  
20.0' drainage easement to be abandoned between Southern Creek Lane and Southwest Drive. See plat on next page for further description of the easement to be abandoned.

UTILITY COMPANY COMMENTS:

- No objections to the abandonment(s) described above.
- No objections to the abandonment (s) described above, provided the following easements are retained (Exhibit A).
- Objects to the abandonment(s) described above, reason described below.

Described reasons for objection or easements to be retained.

Grace Hohnbaum  
Signature of Utility Company Representative

Engineer  
Title

Subject: [External] FW: Southern Hills - Drainage Easement Abandonment  
Date: 10/28/2025 9:15 AM  
From: "RICKEY, CASEY W" <CR886S@att.com>  
To: "nancy.taylor@craftontull.com" <nancy.taylor@craftontull.com>

---

Nancy,

AT&T has no objections to this abandonment. Do you have a form that you have filled out that you need signed?

Thanks

*Casey Rickey*

Manager ROW and  
Joint Use - Engineer  
AT&T Arkansas/SW MO  
220 Prospect Ave.  
Hot Springs Nat. Park  
cr886s@att.com  
M 870.897.7233



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**From:** Nancy Taylor <[Nancy.Taylor@craftontull.com](mailto:Nancy.Taylor@craftontull.com)>  
**Sent:** Wednesday, October 22, 2025 3:57 PM  
**To:** Brad Timms <[btimms@jonesborocwl.org](mailto:btimms@jonesborocwl.org)>; GREGORY, TODD R <[tg5473@att.com](mailto:tg5473@att.com)>; Rich Busby <[rich.busby@rittercommunications.com](mailto:rich.busby@rittercommunications.com)>; Grace Hohnbaum <[ghohnbaum@summitutilities.com](mailto:ghohnbaum@summitutilities.com)>; Brad Rachal <[bradley.rachal@alticeusa.com](mailto:bradley.rachal@alticeusa.com)>  
**Cc:** Jeremy Bevill <[Jeremy.Bevill@craftontull.com](mailto:Jeremy.Bevill@craftontull.com)>  
**Subject:** Southern Hills - Drainage Easement Abandonment

To Whom It May Concern,

Crafton Tull on behalf of Southern Hills Real Estate, LLC, is requesting the abandonment of the drainage easement as shown on the attached drawings.

Please let me know if you need any additional information.

Sincerely,

Nancy Taylor

**Nancy Taylor, P.S.**  
Professional Surveyor | Survey



phone 870.336.3434

1.888.336.4249

fax 870.336.3401

office 2400 Ritter

**Utility Release Form**

Utility Company: E. Ritter Communications Holdings, LLC.      12/11/2025

Requested Abandonment: Southern Creek Lane 20' Drainage Easement to be Abandoned.

Legal Description:

Survey Description: The Second Replat of Block C, Southern Hills, Jonesboro, Craighead County Arkansas. (Between Hwy 49 -Southwest Drive and Southern Creek Drive. Jonesboro AR.)

Located on Block C, Lot 5R, Parcel 01-143363-05600 containing 1.10 acres (47879 sq ft), Zone PD-M, owned by Southern Hills Real Estate LLC and shown on attached drawing.

UTILITY COMPANY COMMENTS:

No Objections to the abandonment(s) described above.

No objections to the abandonment(s) described above, provided the following easements are retained (see attached)

Ritter objects to the abandonment(s) described above. Reason for objection below.

*Victor Esposito*

\_\_\_\_\_  
Ritter Company Representative

CTO

\_\_\_\_\_  
Title

Subject: [External] RE: External E-mail - Southern Hills - Drainage Easement Abandonment  
Date: 10/23/2025 12:03 PM  
From: "Brad Rachal" <Bradley.Rachal@optimum.com>  
To: "Joel Watson" <William.Watson@optimum.com>, "Gene Blackwell" <Gene.Blackwell@optimum.com>  
Cc: "Nancy.Taylor@craftontull.com" <Nancy.Taylor@craftontull.com>

---

Thank you, Joel, I am adding Nancy for awareness.

**Brad Rachal**

Business Development Specialist  
Optimum

318-510-6179  
[bradley.rachal@optimum.com](mailto:bradley.rachal@optimum.com)

725 Benton Rd  
Bossier City, La 71111  
[optimum.com](http://optimum.com)



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**From:** Joel Watson <William.Watson@optimum.com>  
**Sent:** Thursday, October 23, 2025 11:59 AM  
**To:** Brad Rachal <Bradley.Rachal@optimum.com>; Gene Blackwell <Gene.Blackwell@optimum.com>  
**Subject:** RE: External E-mail - Southern Hills - Drainage Easement Abandonment

Optimum does not have plant in this easement.

Thank you,

**Joel Watson**

Construction Ops Lead  
Optimum

870-530-7677  
[William.Watson@Optimum.com](mailto:William.Watson@Optimum.com)

1520 S Caraway Rd  
Jonesboro, AR 72401  
[optimum.com](http://optimum.com)



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**From:** Brad Rachal <Bradley.Rachal@optimum.com>  
**Sent:** Wednesday, October 22, 2025 4:51 PM  
**To:** Joel Watson <William.Watson@optimum.com>; Gene Blackwell <Gene.Blackwell@optimum.com>

## PETITION

TO: *Honorable Harold Copenhaver, Mayor, and Members of the City Council of the City of Jonesboro, Arkansas*

PETITION TO ABANDON A DRAINAGE EASEMENT LOCATED WITHIN LOT 5R OF THE SECOND ADDITION OF BLOCK C OF SOUTHERN HILLS IN JONESBORO, ARKANSAS.

We / I the undersigned, being the owner/s of all property adjoining the following drainage easement located in the City of Jonesboro, Arkansas, described as follows:

A 20.0 FEET DRAINAGE EASEMENT, BEING A PART OF LOT 5R OF THE SECOND ADDITION OF BLOCK C, SOUTHERN HILLS, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS. BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTH CORNER OF SAID LOT 5R; THENCE, SOUTH 41° 11' 15" EAST, A DISTANCE OF 17.90 FEET; THENCE, SOUTH 50° 49' 31" EAST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 50° 49' 31" EAST, A DISTANCE OF 202.90 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 00° 26' 35.04", HAVING A RADIUS OF 2586.34 FEET, AND WHOSE LONG CHORD BEARS SOUTH 39° 13' 29" WEST, A DISTANCE OF 20.00 FEET; THENCE, NORTH 50° 49' 15" WEST, A DISTANCE OF 203.16 FEET; THENCE, NORTH 40° 03' 04" EAST, A DISTANCE OF 19.99 FEET TO THE POINT OF BEGINNING; CONTAINING AN AREA OF 0.09 ACRES (4060.27 SQUARE FEET), MORE OR LESS, BEING SUBJECT TO ANY RIGHTS OF WAYS AND EASEMENTS OF RECORD.

Herewith file and present this petition to the City Council of the City of Jonesboro, Arkansas to have all of the above described drainage easement legally abandoned.

DATED this 12th day of December 2025.

PROPERTY OWNER NAME AND ADDRESS:

WBJonesboroAR, LLC

PO Box 6480

Hot Springs, AR 71902

Larry Yancey, EVD  
Larry Yancey, Signature

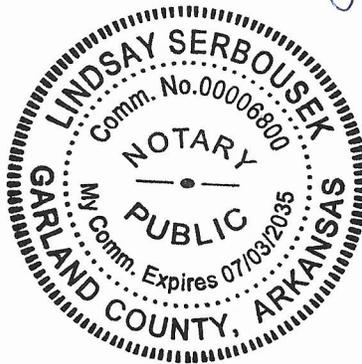
12/12/25  
Date

Subscribed and sworn to before me this 12th day of December, 2025

(SEAL)

Lindsay Serbousek  
NOTARY

Expiration date: 07/03/2035



OFFICIAL RECEIPT

Receipt Date 01/22/2026 10:08 AM  
Receipt Print Date 01/22/2026

Receipt # 00270997  
Batch # 00122.01.2026

CITY OF JONESBORO  
300 S. Church St. Ste 106  
PO Box 1845  
JONESBORO, AR 72403-1845  
870-932-3042

For Permit Inspections call 870-933-4602

Account/License/Permit/Category:  
CR 711.75

Detail:  
01-000-0150-00  
Drainage Easement Abandonment  
at Southern Hills in Block C 711.75

-----  
Total 711.75

Payment Information:  
Credit Car 3374 711.75  
Change 0.00

Jeremy Bevill  
Customer #: 000000

Cashier: KMHattenhauer  
Station: KMHATTENHAUER



Text File

File Number: ORD-26:007

Agenda Date:

Version: 1

Status: Second Reading

In Control: City Council

File Type: Ordinance

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO RS-6 FOR PROPERTY LOCATED AT 900 N. CARAWAY ROAD AS REQUESTED BY KLAUS PROPERTY MANAGEMENT LLC

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

**SECTION 1:** CHAPTER 117, KNOWN AS THE REZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS BE AMENDED AS RECOMMENDED BY THE METROPOLITAN AREA PLANNING COMMISSION BY THE CHANGES IN ZONING CLASSIFICATION AS FOLLOWS:

**FROM:** RESIDENTIAL R-1

**TO:** RESIDENTIAL RS-6

**THE FOLLOWING DESCRIBED PROPERTY:**

**LEGAL DESCRIPTION:**

PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 09, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 09, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 01°00'53" EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 09, 33.13 FEET TO THE POINT OF BEGINNING PROPER; THENCE CONTINUE NORTH 01°00'53" EAST, ALONG SAID WEST LINE, 99.02 FEET; THENCE NORTH 89°52'59" EAST, LEAVING SAID WEST LINE, 439.23 FEET TO THE WEST LINE OF LOT 1 OF NANCY BROOKS SUBDIVISION; THENCE SOUTH 00°17'46" WEST, ALONG SAID WEST LINE, 99.00 FEET; THENCE SOUTH 89°52'59" WEST, 440.48 FEET TO THE POINT OF BEGINNING PROPER; CONTAINING 1.00 ACRES (43,546 SQ FT.), MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

**SECTION 2:** THE REZONING OF THIS PROPERTY SHALL ADHERE TO THE FOLLOWING STIPULATIONS:

1. That the proposed site plan shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual, and Flood Plain

Regulations regarding any new construction.

2. A final site plan, subject to all ordinance requirements, shall be submitted, reviewed, and approved by the Planning Department prior to any redevelopment of the property.
3. Any change of use shall be subject to Planning Commission approval in the future.



# Application for a Zoning Ordinance Map Amendment

METROPOLITAN AREA  
PLANNING COMMISSION  
Jonesboro, Arkansas

Meeting Date: 02/12/26

Date Received: \_\_\_\_\_

Meeting Deadline: \_\_\_\_\_

Case Number: RZ-26-03

## LOCATION:

Site Address: 900 N. Caraway Rd. Jonesboro, AR 72401

Side of Street: E between East Johnson Ave and Greensboro Rd.

Quarter: SW Section: 09 Township: 14 Range: 4 East

Attach a survey plat and legal description of the property proposed for rezoning. A Registered Land Surveyor must prepare this plat.

## SITE INFORMATION:

Existing Zoning: R-1 Proposed Zoning: RS-6

Size of site (square feet and acres): 43560 sqft, 1 Acre Street frontage (feet): 99' Caraway Rd,

Existing Use of the Site: Vacant Land  
439.5 Carter Ln

Character and adequacy of adjoining streets: Two Travel Lanes (one each direction)

Does public water serve the site? Y/N Yes

If not, how would water service be provided? Extension of CWL at developers expense

Does public sanitary sewer serve the site? Y/N Yes

If not, how would sewer service be provided? septic or extension of City Sewer at developers expense

Use of adjoining properties:

North Residential, 1 single family home & 8-10 mobile home trailers

South Residential, single family home and vacant land

East Multi family Raphael Apartments

West Residential, single family homes

Physical characteristics of the site: 1 acre of land, moderate tree coverage and stable soil conditions suitable for construction

Characteristics of the neighborhood: Neighborhood is well established residential area. Proposed RS-6 provides buffer of high quality home ownership. Project aligns with city's goals of

improving residential density closer to the central area of Jonesboro.

*Applications will not be considered complete until all items have been supplied. Incomplete applications will not be placed on the Metropolitan Area Planning Commission agenda and will be returned to the applicant. The deadline for submittal of an application is on the public meeting schedule. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.*

Page 1 of 2

**REZONING INFORMATION:**

The applicant is responsible for explaining and justifying the proposed rezoning. *Please prepare an attachment to this application answering each of the following questions in detail:*

- (1). How was the property zoned when the current owner purchased it?  
**R-1**
- (2). What is the purpose of the proposed rezoning? Why is the rezoning necessary?  
**RS-6. To be able to replat into 3-4 lots for Single Family**
- (3). If rezoned, how would the property be developed and used?  
**Homes 3-4 Single family homes**
- (4). What would be the density or intensity of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)?  
**3-4 single family homes (3&4 bedroom)**
- (5). Is the proposed rezoning consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*?  
**Yes**
- (6). How would the proposed rezoning be the public interest and benefit the community?  
**Offers additional affordable housing for families in an already established residential area**
- (7). How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area?  
**It is identical to the types of structures in this area**
- (8). Are there substantial reasons why the property cannot be used in accordance with existing zoning?  
**We feel it's a greater benefit to rezone and make full use of the land inside an existing area**
- (9). How would the proposed rezoning affect nearby property including impact on property value, traffic, drainage, visual appearance, odor, noise, light, vibration, hours of use or operation and any restriction to the normal and customary use of the affected property.  
**Minimal to zero noise and light impact. It will increase value of surrounding homes**
- (10). How long has the property remained vacant?  
**over 10 years**
- (11). What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services?  
**Minimal, its in the current service area of all, electric is on the road and utilities would be installed**
- (12). If the rezoning is approved, when would development or redevelopment begin?  
**2026**
- (13). How do neighbors feel about the proposed rezoning? Please attach minutes of the neighborhood meeting held to discuss the proposed rezoning or notes from individual discussions. *If the proposal has not been discussed with neighbors, please attach a statement explaining the reason. Failure to consult with neighbors may result in delay in hearing the application.*  
**Neighbors have been notified via certified mail of prosed zoning change and use, as well as meeting dates**
- (14). If this application is for a Limited Use Overlay (LUO), the applicant must specify all uses desired to be permitted.

**OWNERSHIP INFORMATION:**

All parties to this application understand that the burden of proof in justifying and demonstrating the need for the proposed rezoning rests with the applicant named below.

**Owner of Record:**

I certify that I am the owner of the property that is the subject of this rezoning application and that I represent all owners, including spouses, of the property to be rezoned. I further certify that all information in this application is true and correct to the best of my knowledge.

**Applicant:**

If you are not the Owner of Record, please describe your relationship to the rezoning proposal:

Name:	<u>Klaus Property Management</u>	Name:	_____
Address:	<u>2420 Judes Way</u>	Address:	_____
City, State:	<u>Jonesboro, AR</u> ZIP <u>72404</u>	City, State:	_____ ZIP _____
Telephone:	<u>870-938-2200</u>	Telephone:	_____
Facsimile:	_____	Facsimile:	_____
Signature:	<u>Nicklaus Aumann</u>	Signature:	_____

**Deed:** *Please attach a copy of the deed for the subject property.*

*Applications will not be considered complete until all items have been supplied. Incomplete applications will not be placed on the Metropolitan Area Planning Commission agenda and will be returned to the applicant. The deadline for submittal of an application is on the public meeting schedule. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.*

**Dear Commissioners,**

**Our Vision** Our goal for this property is to develop a high-quality, medium-density residential pocket that offers modern homeownership opportunities in the heart of Jonesboro. As our city grows, there is an increasing demand for "in-fill" housing that allows residents to live near where they work, study, and play. By transitioning this currently underutilized lot into single-family homes, we aim to better the neighborhood while providing a stable residential buffer along the Caraway corridor.

**Supporting Jonesboro's Growth & Education** This location is strategically positioned to support the massive educational and professional growth currently happening in North Jonesboro. With the upcoming **Arkansas College of Veterinary Medicine** at A-State and the continued expansion of the **NYIT College of Osteopathic Medicine**, there is a critical need for high-quality housing for graduate students, faculty, young professionals, and families.

Furthermore, our project bridges the gap between the established interior neighborhoods and the booming **Greensboro Village** development area. We believe that providing homeownership opportunities this close to the university and new medical programs will help Jonesboro retain the talent coming through these institutions.

#### **Community Benefit**

- **Homeownership Focus:** Unlike multi-family rentals, this project is designed for single-family homes, promoting long-term neighborhood stability and pride of ownership.
- **Infrastructure Utilization:** The site is already served by existing City Water & Light (CWL) services and sits on a high-capacity arterial road, making it an ideal candidate for "smart growth" that doesn't strain city resources.
- **Walkability & Connectivity:** Our development will align with the city's vision for a more connected Jonesboro, utilizing existing and planned pedestrian paths to encourage a less car-dependent lifestyle.

Klaus Development is committed to building a project that the community can be proud of. We respectfully request your support for this rezoning to help us bring this vision to life.

Sincerely,

*Nicklaus Aumann*  
**Nicklaus Aumann Klaus Property Management LLC.**



Prepared by:  
Nadzam Law Firm, PLC  
2423-A Hwy. 62/412  
Hardy, AR 72542  
(870) 856-3211

ELECTRONIC RECORDING  
**2026R-001105**  
CERTIFICATE OF RECORD  
JONESBORO DISTRICT  
CRAIGHEAD COUNTY, ARKANSAS  
DAVID VAUGHN, CLERK & RECORDER  
01/16/2026 02:54:44 PM  
RECORDING FEE: 30.00  
PAGES: 4

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## ADMINISTRATOR'S DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Eric Scott Roberts, in my capacity as Administrator of the Estate of Birchard Raymond Roberts (Craighead County, Western Division, 16JPR-25-219) and in my capacity as Attorney-in-Fact for the heirs of Mark Wayne Roberts (Erik Roberts, Douglas Roberts, Emily Roberts, and Sarah Esther LeCroy) GRANTORS, for and in consideration of the sum of TEN (\$10.00) DOLLARS and other valuable consideration in hand paid by Klaus Property Management, LLC, GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, sell and convey unto Klaus Property Management, LLC, and unto its successors and assigns forever, the following lands lying in CRAIGHEAD County, Arkansas, to-wit:

A part of the Northwest Quarter of the Southwest Quarter of Section 9 Township 14 North, Range 4 East, more particularly described as follows: Commencing at the Southwest Corner of the Northwest Quarter of the Southwest Quarter of Section 9 aforesaid; thence North 8 rods to the point of beginning; thence East 439.5 feet; thence South 99 feet; thence West 439.5 feet; thence North 99 feet to the point of beginning proper, subject to road right of ways along the South and West sides thereof.

To have and to hold the same unto the said GRANTEE, and unto their successors and assigns forever, with all appurtenances thereunto belonging.

5  
Prepared by:  
Nadzam Law Firm, PLC  
2423-A Hwy. 62/412  
Hardy, AR 72542  
(870) 856-3211

---

## ADMINISTRATOR'S DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Eric Scott Roberts, in my capacity as Administrator of the Estate of Birchard Raymond Roberts (Craighead County, Western Division, 16JPR-25-219) and in my capacity as Attorney-in-Fact for the heirs of Mark Wayne Roberts (Erik Roberts, Douglas Roberts, Emily Roberts, and Sarah Esther LeCroy) GRANTORS, for and in consideration of the sum of TEN (\$10.00) DOLLARS and other valuable consideration in hand paid by Klaus Property Management, LLC, GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, sell and convey unto Klaus Property Management, LLC, and unto its successors and assigns forever, the following lands lying in CRAIGHEAD County, Arkansas, to-wit:

A part of the Northwest Quarter of the Southwest Quarter of Section 9 Township 14 North, Range 4 East, more particularly described as follows: Commencing at the Southwest Corner of the Northwest Quarter of the Southwest Quarter of Section 9 aforesaid; thence North 8 rods to the point of beginning; thence East 439.5 feet; thence South 99 feet; thence West 439.5 feet; thence North 99 feet to the point of beginning proper, subject to road right of ways along the South and West sides thereof.

To have and to hold the same unto the said GRANTEE, and unto their successors and assigns forever, with all appurtenances thereunto belonging.



Nadzam Law Firm, PLC, has not reviewed an abstract, nor has it made a title search. No title opinion as to merchantability has been issued.

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Michael Aumann  
Grantee/Agent

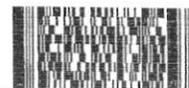
Please mail tax documents to:  
2420 Judes Way  
Jonesboro AR 72404



STATE OF ARKANSAS  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
MISCELLANEOUS TAX SECTION  
P.O. BOX 896, LITTLE ROCK, AR 72203-0896

**Real Estate Transfer Tax Stamp**

Proof of Tax Paid



File Number: 25-3991

**Grantee:** KLAUS PROPERTY MANAGEMENT LLC  
**Mailing Address:** 2420 JUDES WAY  
JONESBORO AR 724046018

**Grantor:** THE ESTATE OF BIRCHARD RAYMOND ROBERTS  
**Mailing Address:** 420 LONDON RD  
ASHEVILLE NC 288032854

**Property Purchase Price:** \$26,000.00  
**Tax Amount:** \$85.80

**County:** CRAIGHEAD  
**Date Issued:** 01/16/2026  
**Stamp ID:** 1605813248

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): KLAUS PROPERTY MANAGEMENT LLC

Grantee or Agent Name (signature): NIX TITLE COMPANY Date: 01/16/2026

Address: 2420 JUDES WAY

City/State/Zip: JONESBORO AR 724046018

9589 0710 5270 2319 0477 35

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 Street and Apt. No., or PO Box No.  
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 Street and Apt. No., or PO Box No.  
**800 Sylvan Dr**  
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**Jonesboro AR 72401**

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**2601 Mockingbird Lane**  
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**Jonesboro AR 72450**

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Sent To **Elite Rentals, LLC**  
 Street and Apt. No., or PO Box No.  
**661 County Rd 754**  
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**Jonesboro AR 72405**

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 JONESBORO, AR 72401

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Sent To Scott Young (Baby mini Storage & Rental)  
 Street and Apt. No., or PO Box No. 416 Stadium Blvd Ste K  
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 Street and Apt. No., or PO Box No. PO Box 335  
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**RIDGE SURVEYING & CONSULTING, PLLC.**  
 404 South Ave., Suite B  
 Jonesboro, AR 72401  
 870-203-9940  
 www.ridgesurveying.net

**BOUNDARY SURVEY**  
 CLIENT: KLAUS PROPERTY MANAGEMENT, LLC  
 PART OF THE NORTHWEST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 09, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS

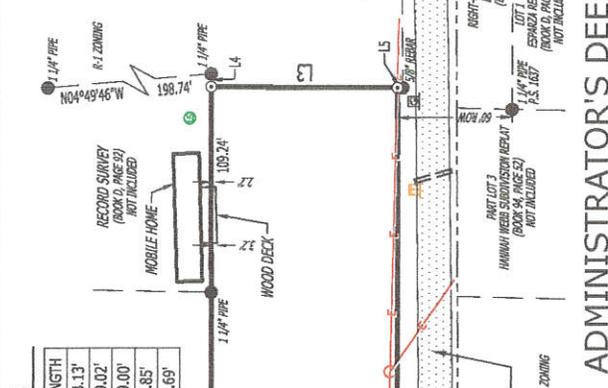


DRAWING INFO	
DRAWN BY: JIN	SCALE: 1" = 60'
DATE: 01/20/2026	JOB NO: 26105
REVISIONS	



BEARINGS BASED ON ARKANSAS STATE PLANE GRID NORTH ZONE (0301)

- LEGEND:**
- FOUND MONUMENT (AS NOTED)
  - SET 5/8" REBAR W/ YELLOW PLASTIC CAP STAMPED "NEELY P.S. 1841"
  - △ CALCULATED POINT - NOT MONUMENTED
  - UTILITY POLE
  - GUY WIRE
  - WATER METER
  - SANITARY SEWER MANHOLE
  - SANITARY SEWER LIFT STATION
  - TELECOMMUNICATIONS PEDestal
  - TELECOMMUNICATIONS MARKER
  - GUY WIRE MARKER
  - OVERHEAD ELECTRIC LINE
  - EXISTING CHAIN LINK FENCE LINE



**LINE TABLE:**

LINE #	DIRECTION	LENGTH
L1	N01°00'53"E	33.13'
L2	N01°00'53"E	99.02'
L3	S00°17'46"W	99.00'
L4	S89°52'59"W	6.85'
L5	S00°17'46"W	2.69'

**1.00 ACRES**  
(43,546 SQ. FT.)

WEST QUARTER CORNER, SECTION 09, TOWNSHIP 14 NORTH, RANGE 04 EAST  
 ADJ. DOCUMENT NO. 2006

40' RIGHT-OF-WAY TO BE DESIGNATED WHEN BARRIERS TO BE MET BY THE CITY OF JONESBORO MASTER STREET PLAN

500 N. CARAWAY ROAD  
 PARCEL NO. 01-14005-0270

POINT OF BEGINNING  
 SOUTH WEST CORNER, NORTHWEST QUARTER, SOUTH WEST QUARTER, SECTION 09, TOWNSHIP 14 NORTH, RANGE 04 EAST

SW 1/4, SW 1/4  
 NORTH LINE HANNAH WEBB SUBDIVISION

SW 1/4, SW 1/4  
 CARTER LANE (ASPHALT SURFACE)

SW 1/4, SW 1/4  
 HANNAH WEBB SUBDIVISION REBAR (BOOK 54, PAGE 52) NOT INCLUDED

SOUTHWEST CORNER, SECTION 09, TOWNSHIP 14 NORTH, RANGE 04 EAST  
 HAG-SWIRE  
 ADJ. DOCUMENT NO. 2005

**ADMINISTRATOR'S DEED 2026R-001105:**

A PART OF THE NORTHWEST QUARTER OF SECTION 9 TOWNSHIP 14 NORTH, RANGE 4 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF THE NORTHWEST QUARTER OF SECTION 9 AFORESAID; THENCE NORTH 8 RODS TO THE POINT OF BEGINNING; THENCE EAST 439.5 FEET; THENCE SOUTH 99 FEET; THENCE NORTH 99 FEET TO THE POINT OF BEGINNING PROPER, SUBJECT TO ROAD RIGHT OF WAYS ALONG THE SOUTH AND WEST SIDES THEREOF.

**LEGAL DESCRIPTION:**

PART OF THE NORTHWEST QUARTER OF SECTION 09, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 09, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 01°00'53" EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 09, 33.13 FEET TO THE POINT OF BEGINNING PROPER; THENCE CONTINUE NORTH 01°00'53" EAST, ALONG SAID WEST LINE, 99.02 FEET; THENCE NORTH 89°52'59" EAST, LEAVING SAID WEST LINE, 439.23 FEET TO THE WEST LINE OF LOT 1 OF NANCY BROOKS SUBDIVISION; THENCE SOUTH 00°17'46" WEST, ALONG SAID WEST LINE, 99.00 FEET; THENCE SOUTH 89°52'59" WEST, 440.48 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 1.00 ACRES (43,546 SQ. FT.), MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

**SURVEYOR'S CERTIFICATION:**

I, JOSHUA J. NEELY, CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF "ARKANSAS STANDARDS OF PRACTICE FOR PROPERTY BOUNDARY SURVEYS AND PLATS"; AND THAT THE ABOVE DESCRIBED TRACT WAS SURVEYED UNDER MY DIRECT SUPERVISION.

- SURVEYOR'S NOTES:**
- SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD OR ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.
  - BASIS OF BEARINGS - ARKANSAS STATE PLANE GRID NORTH (0301).
  - THE FOLLOWING DOCUMENTS WERE USED TO COMPLETE THIS SURVEY:
    - RECORD PLAT, HANNAH WEBB SUBDIVISION, BY BEN EDDINS, RECORDED IN BOOK 94, PAGE 52, DATED SEPTEMBER 08, 1939.
    - BOUNDARY SURVEY, BY J.L. SCRAPE, P.S. 515, RECORDED IN BOOK D, PAGE 92, DATED DECEMBER 27, 1976.
    - RECORD PLAT, NANCY BROOKS SUBDIVISION, BY GEORGE M. HAMMAN, P.S. 1273, RECORDED IN BOOK C, PAGE 29, DATED SEPTEMBER 16, 1997.
    - RECORD REPLAT, ESPARZA REPLAT, BY KEVIN L. SCRAPE, P.S. 1637, RECORDED IN BOOK D, PAGE 13, DATED AUGUST 27, 2025.
    - WARRANTY DEED, RECORDED IN BOOK 139, PAGE 172, DATED JANUARY 07, 1958.
    - WARRANTY DEED, RECORDED IN BOOK 465, PAGE 644, DATED AUGUST 22, 1994.
    - WARRANTY DEED, CRAIGHEAD COUNTY DOCUMENT NO. JB2015R-019551, DATED DECEMBER 18, 2015.
    - ADMINISTRATOR'S DEED, CRAIGHEAD COUNTY DOCUMENT NO. 2026R-001105, DATED JANUARY 01, 2026.
  - THE SUBJECT PROPERTY IS ZONED R-1, SINGLE-FAMILY MEDIUM DENSITY. FOR REQUIRED BUILDING RESTRICTIONS PLEASE CONTACT THE CITY OF JONESBORO PLANNING AND ZONING DEPARTMENT.
  - FIELD WORK WAS COMPLETED ON JANUARY 16, 2026.

***City of Jonesboro Metropolitan Area Planning Commission***  
**Staff Report – RZ 26-03**  
**300 S. Church Street/Municipal Center**  
***For Consideration by Planning Commission on February 10, 2026***

**REQUEST:** To consider a rezoning of 900 N Caraway Rd

**PURPOSE:** A request to consider recommendation to Council for a rezoning from “R-1”, single family moderate intensity district, to “RS-6” single family residential district

**APPLICANT:** **Klaus Property Management**

**LOCATION:** 900 N Caraway Rd

**SITE DESCRIPTION:** **Total Size:** Approx. 1 Acre- 43560 S.F.  
**Street Frontage:** Approx. 99 ft along Caraway Road

**Existing Development:** Circa 2002, and 2003 this site was designed and approved as a subdivision.

**SURROUNDING CONDITIONS:**

<b>ZONE</b>	<b>LAND USE</b>
<b>North</b>	<b>R-1 – Residential</b>
<b>South</b>	<b>R-1</b>
<b>East</b>	<b>R-1 – Multifamily Apartments</b>
<b>West</b>	<b>R-1</b>

**HISTORY:**

## ZONING ANALYSIS:

*City Planning Staff has reviewed the proposed Zone Change and offers the following findings:*

### **Comprehensive Plan Land Use Map:**

The Current/Future Land Use Map recommends this location as a **Moderate Intensity Residential**.

### **Moderate Intensity:**

A wider mix of land uses is appropriate in the moderate intensity sectors. Control of traffic is probably the most important consideration in this sector. Additionally, good building design, use of quality construction materials, and more abundant landscaping are important considerations in what is approved, more so than the particular use. Limits on hours of operation, lighting standards, screening from residential uses, etc. may be appropriate. Consideration should be given to appropriate locations of transit stops.

### Typical Land Uses:

- Single Family Residential
- Attached Single Family, duplexes, triplexes and fourplexes
- Neighborhood retail, Neighborhood services
- Office parks
- Smaller medical offices
- Libraries, schools, other public facilities
- Senior living centers/nursing homes, etc.
- Community-serving retail
- Small supermarket
- Convenience store
- Bank
- Barber/beauty shop
- Farmer's Market
- Pocket Park

Density: 1/5 to 1/3 acre lots for Single Family

Height: 4 stories

Traffic: Approximately 300 peak hour trips (Commercial Only)



*Land Use Map*

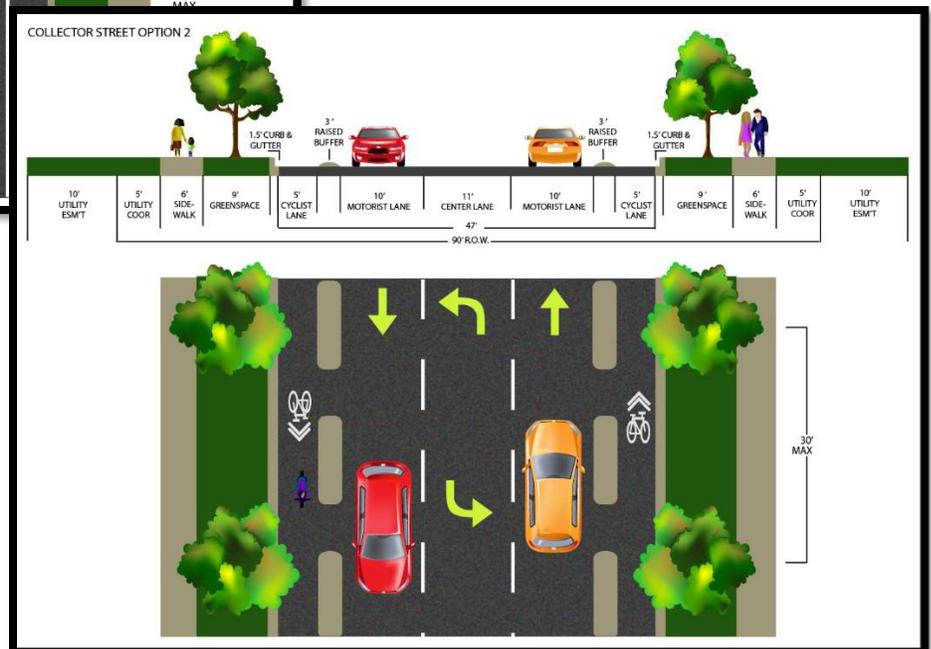
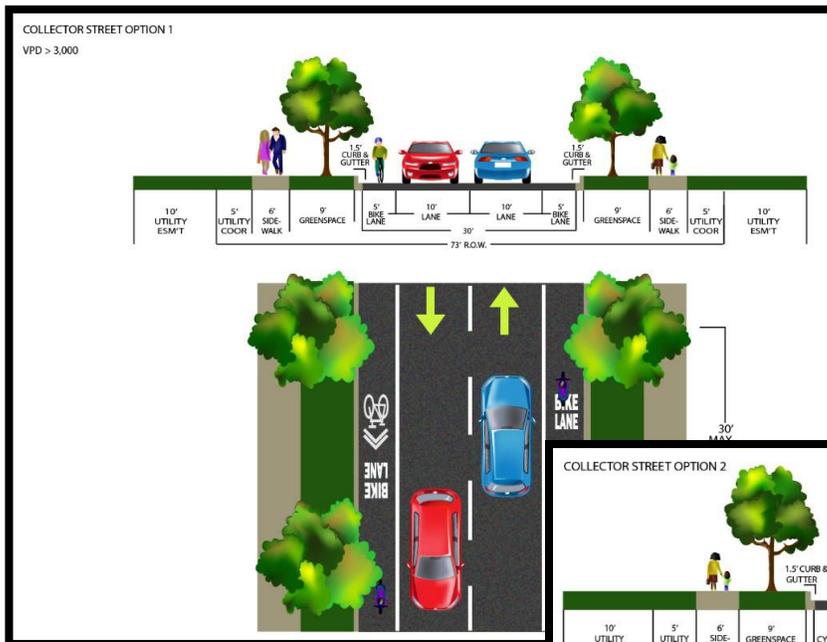
**Master Street Plan/Transportation**

The subject property will be served by N Caraway Rd and Carter Ln. The Master Street Plan classifies N Caraway Rd as a Collector Street and Carter Ln as Local Street.

**Collectors** provide for traffic movement between arterials and local streets. They carry moderate traffic volumes over moderate distances and have a higher degree of property access than arterials.

**FUNCTION:** A Collector Street is the traffic connection from Local Streets to Arterials, with the secondary function of providing access to adjoining property. The Collector system should not be continuous but should direct traffic to Arterials. This class of road is generally at a spacing of a quarter mile. At the time of the subdivision, the exact location and additional need for Collectors will be determined by the MAPC upon advice of the City Staff.

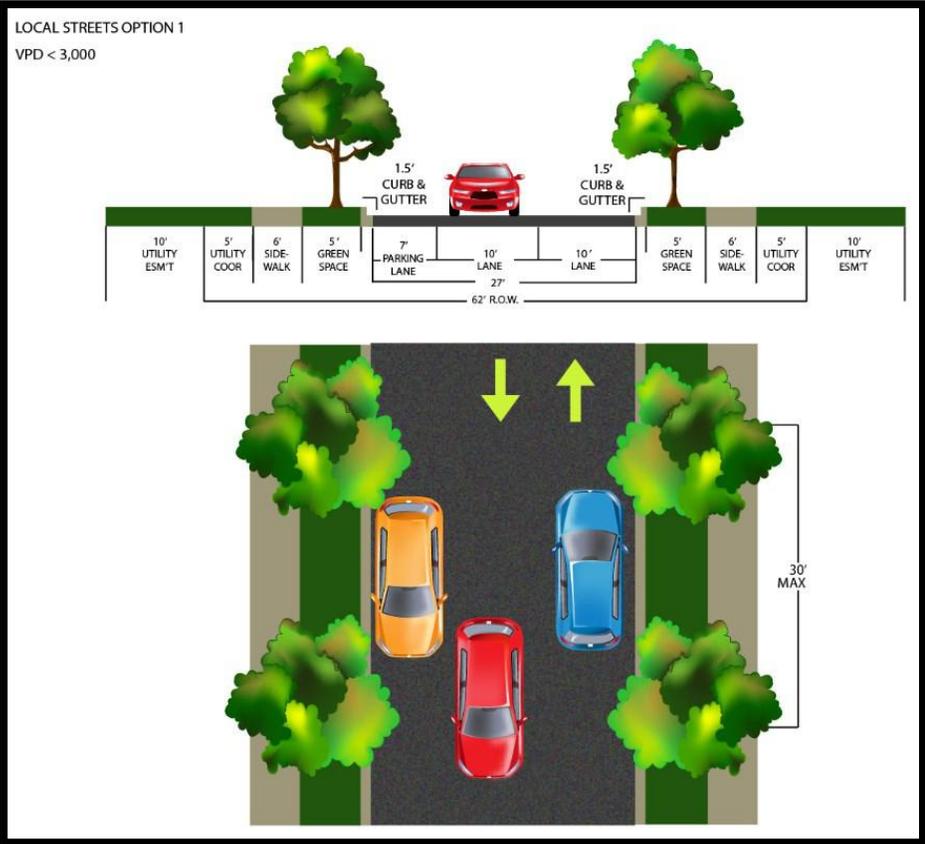
**DESIGN:** Cross-section selection shall be based on anticipated traffic volume and speed limit, or traffic impact analysis, if applicable. Design in accordance with AASHTO policy on Geometric design of highways and streets (current edition).



**Local Streets** serve the lowest traffic volumes. Low traffic volumes combined with slow travel speeds help to create a good residential setting. New developments should be reviewed to avoid creating cut-through streets that become commuter routes that generally lower quality of life for residents.

**FUNCTION:** The Local Street function is to provide access to adjacent property. The movement of traffic is a secondary purpose. The use of a Local Street in a residential area by heavy trucks and buses should be minimized.

**DESIGN:** Local Street Option 1 is to be used when on-street parking is provided within the development. Option 2 is to be used when on-street parking is not provided within the development. Option 3 is to be used in commercial mixed use areas.



**Approval Criteria- Chapter 117 - Amendments:**

The criteria for approval of a rezoning are set out below. Not all the criteria must be given equal consideration by the MAPC or City Council in reaching a decision. The criteria to be considered shall include, but not be limited to the following.

Criteria	Explanations and Findings	Comply Y/N
<b>(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map</b>	The proposed district rezoning is consistent with the Adopted Land Use Plan. This property is in the Moderate Intensity growth sector.	
<b>(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.</b>	The proposal will achieve consistency with the purpose of Chapter 117, with compliance with all District standards.	
<b>(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.</b>	Compatibility is achieved with this rezoning considering the surrounding area includes residential and commercial zoning and uses.	
<b>(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;</b>	Without the proposed zoning map amendment, this property cannot develop as an Planned Development District use.	
<b>(e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property;</b>	With proper planning there should not be any adverse effects caused by the property.	
<b>(f) Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, and emergency medical services</b>	Minimal impact if rezoned because the area is already equipped to handle residential uses.	

## Staff Findings:

### Applicant's Purpose

The proposed area is currently classified as "R-1", single family medium density district. The applicant is applying for a rezoning to allow RS-6 Single family at this location.

Rezoning this property is consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*.

### Chapter 117 of the City Code of Ordinances/Zoning defines RS-6 as follows:

#### *RS-6 Single Family Residential*

##### *General description.*

The purpose of this district is to provide appropriate locations for residential uses. Single-family residential district; minimum 7,260 sq. ft. lot required.

### Departmental/Agency Reviews:

The following departments and agencies were contacted for review and comments. Note that this table will be updated at the hearing due to reporting information that will be updated in the coming days:

Department/Agency	Reports/ Comments	Status
<b>Engineering</b>	No issues were reported	
<b>Streets/Sanitation</b>	No issues were reported	
<b>Police</b>	No issues were reported	
<b>Fire Department</b>	No issues were reported	
<b>MPO</b>	No issues were reported	
<b>Jets</b>	No issues were reported	
<b>Utility Companies</b>	No issues were reported	
<b>Code Enforcement</b>	No issues were reported	

**Conclusion:**

The Planning Department Staff finds that the requested zone change submitted for the subject parcel should be evaluated based on the above observations and criteria of Case RZ-26-03 ; a request to rezone property “R-1”, single family High intensity district, to “RS-6” Single Family District. The following conditions are recommended:

1. The proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.
3. Any change of use shall be subject to Planning Department approval in the future.
4. The site shall comply with all overlay district standards.

Respectfully Submitted for Planning Commission Consideration,  
The Planning and Zoning Department

\*\*\*\*\*

**Sample Motion:**

I move that we place Case: RZ 26-03 on the floor for consideration of recommendation by MAPC to the City Council with the noted conditions, and we, the MAPC find that to rezone property from “R-1”, single family high intensity district, to “RS-6” single family residential, will be compatible and suitable with the zoning, uses, and character of the surrounding area.

**MAPC Meeting February 10<sup>th</sup>, 2026**

**1. Call to order**

**2. Roll Call**

Present (7): Jeff Steiling, Jim Little, Jimmy Cooper, Kevin Bailey, Lonnie Roberts, Monroe Pointer, Paul Ford

Absent (2): Dennis Zolper, Stephanie Nelson

**3. Approval of minutes**

**MIN-26:013**                    MINUTES January 13<sup>th</sup>, 2025 MAPC

**A motion was made by Jeff Steiling, seconded by Jimmy Cooper, that the minutes be approved, the motion was PASSED with the following vote:**

Aye (7): Jeff Steiling, Jim Little, Jimmy Cooper, Kevin Bailey, Lonnie Roberts, Monroe Pointer, Paul Ford

Nay (0)

Absent (2): Dennis Zolper, Stephanie Nelson

**4. Preliminary Subdivisions**

**6. Conditional Use**

**7. Rezoning**

**RZ-26-03**                    **Rezoning: 900 N Caraway Road**

Klaus Property Management is requesting a rezoning from R-1 to RS-6 single family residential district at 900 N Caraway Road

Lonnie Roberts (Chair): Do we have the proponent for the item here tonight? Okay. I guess, I'll proceed with our discussion. City Planner, do you have staff comments on this?

Derrel Smith (City Planner): Yes, I do. It does meet all the criteria for rezoning. So, we would recommend approval with the following stipulations, that the proposed site shall follow all

requirements of the city engineer, all requirements of the current stormwater drainage design manual, and floodplain regulations regarding any new construction. A final site plan, subject to all ordinance requirements shall be submitted, reviewed, and approved by the planning department prior to any redevelopment of the property. Any change of use shall be subject to the planning department approval in the future. And that will be it.

Lonnie Roberts: Okay, this is a rezoning so I'll open for public comments, is there anyone here with questions or public comments? If not, I'll open up for commissioner questions or comments, for the city staff?

Jimmy Cooper (Commission): Cooper, move that we approve the request with stipulations.

Lonnie Roberts: A motion to approve, do I hear a second?

Jim Little: Little, second.

**A motion was made by, seconded by, that the matter be approved, and the motion was PASSED with the following vote:**

Aye (7): Jeff Steiling, Jim Little, Jimmy Cooper, Kevin Bailey, Lonnie Roberts, Monroe Pointer, Paul Ford

Nay (0)

Absent (2): Dennis Zolper, Stephanie Nelson

## **8. Miscellaneous Items**

## **9. Staff Comments**

Lonnie Roberts (Chair): Anybody have any additional comments?

Derrel Smith (City Planner): I want to remind everybody that on Thursday we are going to have a public input session for the Comprehensive Land Use Plan, from 5 to 7 at Earl Bell. It's going to be a drop-in session. There will be consultants there that will take everybody's input and we'll have some boards and stuff put together to see what we've got.

## **10. Adjournment**

Meeting was adjourned.

OFFICIAL RECEIPT

Receipt Date 02/12/2026 10:00 AM  
Receipt Print Date 02/12/2026

Receipt # 00272480  
Batch # 00112.02.2026

CITY OF JONESBORO  
300 S. Church St. Ste 106  
PO Box 1845  
JONESBORO, AR 72403-1845  
870-932-3042  
For Permit Inspections call 870-933-4602

Account/License/Permit/Category:  
CR 227.50

Detail:  
01-000-0150-00  
Proof of Publication KPM 900  
N Caraway 227.50

-----  
Total 227.50

Payment Information:  
Credit Car 9742 227.50  
Change 0.00

Nicklaus Aumann  
Customer #: 000000

Cashier: ALCooksey  
Station: ALCOOKSEY

THE CITY OF JONESBORO  
300 S CHURCH ST  
JONESBORO AR 72403  
870-932-3042

02/12/26 9:59 AM

TERM ID: \*\*\*\*\*705 \*\*\*1  
MANUAL KEYED  
CARD TYPE: MASTERCARD  
ACCT #: \*\*\*\*\*9742

**CREDIT SALE**

REF #: 1247935948 TRAN #: 3354  
AUTH #: 02627C  
AVS: N

DESCRIPTION: \_\_\_\_\_  
AMOUNT USD \$227.50

**APPROVED**

X \_\_\_\_\_

I AGREE TO PAY THE ABOVE TOTAL  
AMOUNT ACCORDING TO CARD ISSUER  
AGREEMENT

MERCHANT COPY



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: ORD-26:004

**Agenda Date:**

**Version:** 1

**Status:** Third Reading

**In Control:** City Council

**File Type:** Ordinance

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO RS-7 FOR PROPERTY LOCATED AT 1306 CHARLES DR. AS REQUESTED BY WESTON WAGNER.

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

**SECTION 1:** CHAPTER 117, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS BE AMENDED AS RECOMMENDED BY THE METROPOLITAN AREA PLANNING COMMISSION BY THE CHANGES IN ZONING CLASSIFICATION AS FOLLOWS:

FROM: **Residential R-1**

TO: **Residential RS-7**

THE FOLLOWING DESCRIBED PROPERTY:

**LEGAL DESCRIPTION:**

Lot 19 of Pratt's Second addition to the city of Jonesboro, Arkansas as shown by plat in deed record 158 page 95 at Jonesboro, Arkansas, and to easements of record and shown on recorded plat. Parcel 01-144082-14600

**SECTION 2:** THE REZONING OF THIS PROPERTY SHALL ADHERE TO THE FOLLOWING STIPULATIONS:

- 1) That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual, Flood Plain Regulations, and Traffic Access Management Policy regarding any new development.
- 2) A final site plan subject to all ordinance requirements and illustrating compliance with the site requirements for parking, signage, landscaping, fencing, buffering, outdoor storage, dumpster enclosure, sidewalks, etc. shall be submitted, reviewed, and approved by the Planning Department prior to any redevelopment of the property.
- 3) Any change of use shall be subject to Planning Department approval in the future.
- 4) This development shall comply with all Overlay District requirements.



# Application for a Zoning Ordinance Map Amendment

METROPOLITAN AREA  
PLANNING COMMISSION  
Jonesboro, Arkansas

Meeting Date: \_\_\_\_\_ Date Received: \_\_\_\_\_  
Meeting Deadline: \_\_\_\_\_ Case Number: \_\_\_\_\_

**LOCATION:**

Site Address: 1306 Charles Dr. Jonesboro Ar 72405

Side of Street: North between Mays Rd. and Mabrey LN.

Quarter: \_\_\_\_\_ Section: \_\_\_\_\_ Township: \_\_\_\_\_ Range: \_\_\_\_\_

Attach a survey plat and legal description of the property proposed for rezoning. A Registered Land Surveyor must prepare this plat.

**SITE INFORMATION:**

Existing Zoning: RI Proposed Zoning: RS-7

Size of site (square feet and acres): 20,770.59 sq. Ft  
(0.48 Acre) Street frontage (feet): 104.78'

Existing Use of the Site: Vacant RI Lot

Character and adequacy of adjoining streets: Residential

Does public water serve the site? Yes

If not, how would water service be provided? \_\_\_\_\_

Does public sanitary sewer serve the site? Yes

If not, how would sewer service be provided? \_\_\_\_\_

Use of adjoining properties:

North Residential

South Residential

East Residential

West Residential

Physical characteristics of the site:

Vacant Lot

Characteristics of the neighborhood:

Single Family Residential Houses

*Applications will not be considered complete until all items have been supplied. Incomplete applications will not be placed on the Metropolitan Area Planning Commission agenda and will be returned to the applicant. The deadline for submittal of an application is on the public meeting schedule. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.*

**REZONING INFORMATION:**

The applicant is responsible for explaining and justifying the proposed rezoning. *Please prepare an attachment to this application answering each of the following questions in detail:*

- (1). How was the property zoned when the current owner purchased it?
- (2). What is the purpose of the proposed rezoning? Why is the rezoning necessary?
- (3). If rezoned, how would the property be developed and used?
- (4). What would be the density or intensity of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)?
- (5). Is the proposed rezoning consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*?
- (6). How would the proposed rezoning be the public interest and benefit the community?
- (7). How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area?
- (8). Are there substantial reasons why the property cannot be used in accordance with existing zoning?
- (9). How would the proposed rezoning affect nearby property including impact on property value, traffic, drainage, visual appearance, odor, noise, light, vibration, hours of use or operation and any restriction to the normal and customary use of the affected property.
- (10). How long has the property remained vacant?
- (11). What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services?
- (12). If the rezoning is approved, when would development or redevelopment begin?
- (13). How do neighbors feel about the proposed rezoning? Please attach minutes of the neighborhood meeting held to discuss the proposed rezoning or notes from individual discussions. *If the proposal has not been discussed with neighbors, please attach a statement explaining the reason. Failure to consult with neighbors may result in delay in hearing the application.*
- (14). If this application is for a Limited Use Overlay (LUO), the applicant must specify all uses desired to be permitted.

**OWNERSHIP INFORMATION:**

All parties to this application understand that the burden of proof in justifying and demonstrating the need for the proposed rezoning rests with the applicant named below.

**Owner of Record:**

I certify that I am the owner of the property that is the subject of this rezoning application and that I represent all owners, including spouses, of the property to be rezoned. I further certify that all information in this application is true and correct to the best of my knowledge.

Name: Weston Wagner  
 Address: 336 Natchez Dr.  
 City, State: Jonesboro Ar ZIP 72404  
 Telephone: 870-926-7994  
 Facsimile: \_\_\_\_\_  
 Signature: Weston Wagner

**Applicant:**

If you are not the Owner of Record, please describe your relationship to the rezoning proposal:

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State: \_\_\_\_\_ ZIP \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 Signature: Weston Wagner

**Deed:** Please attach a copy of the deed for the subject property.

*Applications will not be considered complete until all items have been supplied. Incomplete applications will not be placed on the Metropolitan Area Planning Commission agenda and will be returned to the applicant. The deadline for submittal of an application is on the public meeting schedule. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.*

## REZONING INFORMATION:

The applicant is responsible for explaining and justifying the proposed rezoning. Please prepare an attachment to the application answering each of the following questions in detail:

**1. How was the property zoned when the current owner purchased it?**

- R1

**2. What is the purpose of the proposed rezoning? Why is the rezoning necessary?**

- My property is currently zoned R1 residential. I want to keep it as residential. My lot is .48 of an acre. I would like to build 2 single-family homes on this lot. My road frontage is 104.78'. According to the R-1 code a lot must be 60' wide and a replat would put me at 52-53 foot wide on each lot. My lot does get wider as it goes back. I took this to BZA and during the meetings there were recommendations that I try a rezoning. I would like to rezone to RS-7 because that zoning requires 50' frontage instead of 60'.

**3. If rezoned, how would the property be developed and used?**

- 2 new construction single family homes

**4. What would be the density of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)?**

- 2 New Construction Single family homes

**5. Is the proposed rezoning consistent with the Jonesboro Land Use Plan?**

- Yes. It would remain residential.

**6. How would the proposed rezoning be the public interest and benefit the community?**

- This lot sits in North Jonesboro where new construction single family homes are rare to see. Building new construction homes in north Jonesboro helps improve the area and contributes to helping existing property values.

**7. How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area?**

- It would remain the same. It is currently Single family residential, and this would still be single family residential.

**8. Are there substantial reasons why the property cannot be used in accordance with the existing zoning?**

- R1 zoning requires 60' frontage where RS-7 zoning requires 50' frontage. / According to Arkansas House Bill 1503 (that was passed into law on March 18<sup>th</sup>, 2025) I can build 2 homes on this lot right now. 1 single family Home and 1 ADU up to 1000 Sq Ft. However, I feel that my site plan and property lay out would look better and be better aligned with the neighborhood to have 2 single family homes similar in size with the existing homes in the neighborhood.

**9. How would the proposed rezoning affect nearby property including impact on property value, traffic, drainage, visual appearance, odor, noise, light, vibration, hours of use or operation and any restriction to the normal and customary use of the affected property.**

- With or without a rezoning I would be able to build 2 single family structures on this lot.
- Property Value: I assume it would help contribute to property value growth in this neighborhood.
- Traffic: No change
- Drainage: No Change
- Visual Appearance: It would be an improvement to have 2 new single-family homes here instead of a vacant lot.
- Odor: No Change
- Noise: No Change
- Light: improvement
- Vibration: No Change
- Hours: No Change
- Restrictions: No Change

**10. How long has the property remained vacant?**

- Google shows a mobile home on the property in 2008, and then vacant in 2013

**11. What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services?**

- No Change

**12. If the rezoning is approved, when would development or redevelopment begin?**

- 2026

**13. How do neighbors feel about the proposed rezoning? Please attach minutes of the neighborhood meeting held to discuss the proposed rezoning or notes from individual discussions. If the proposed rezoning has not been discussed with neighbors, please attach a statement explaining the reason. Failure to consult with the neighbors may result in delay in hearing the application.**

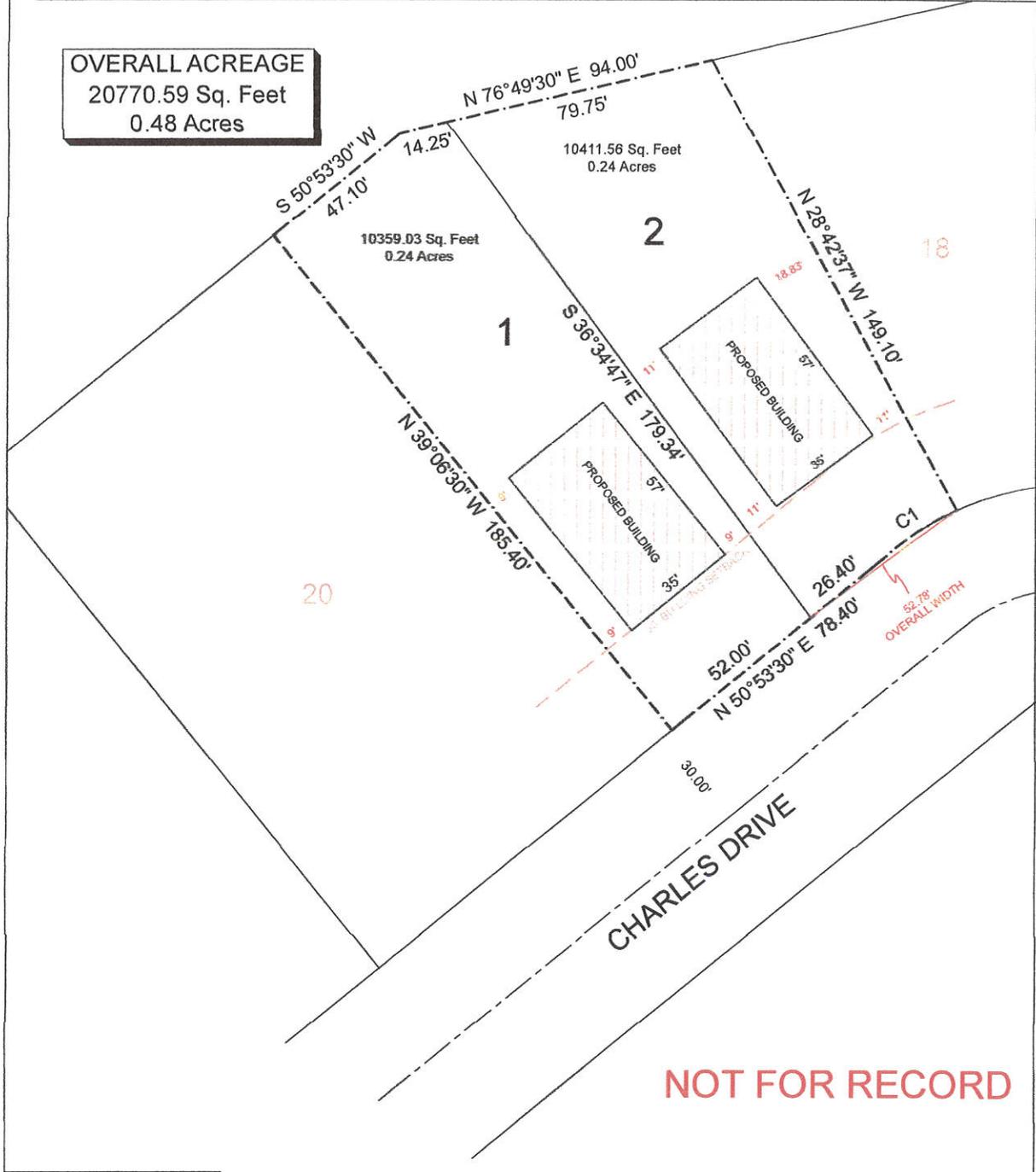
- Letters went out during the BZA process and I did not receive any letters or phone calls back addressing any issues.

**14. If this application is for a Limited Use Overlay (LUO), the applicant must specify all uses desired to be permitted.**

- N/A

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	84.81'	26.54'	26.43'	N 56°00'53" E	17°55'43"

**OVERALL ACREAGE**  
20770.59 Sq. Feet  
0.48 Acres

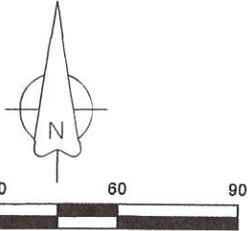


**NOT FOR RECORD**



**LEGEND**

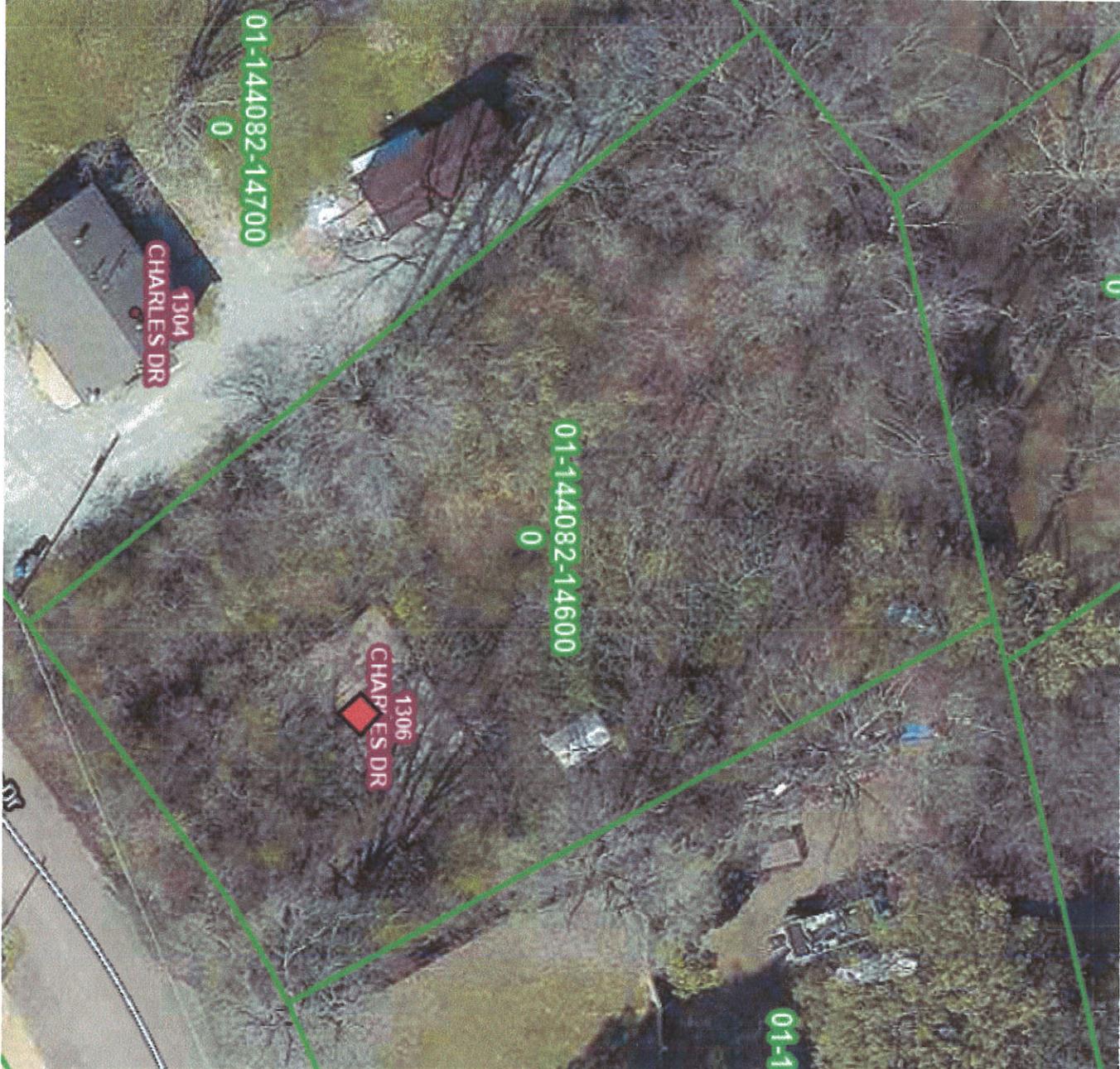
- These standard symbols will be found in the drawing.
- FOUND CORNER AS NOTED
  - SET 1/2" REBAR W/ CAP
  - ⊙ FD COTTON PICKER SPINDLE
  - ▲ HIGHWAY RIGHT OF WAY MARKER
  - ⊙ FOUND REBAR
  - △ CALCULATED CORNER
  - X—X— FENCE LINE
  - E—E— ELECTRIC
  - SET PK NAIL
  - ⊕ POWER POLE



**H&S HIME PROFESSIONAL SURVEYING SERVICES**  
1817 WOODSPRINGS RD. - STE. "F"  
JONESBORO, ARKANSAS 72401

PHONE: 870-972-1288  
E-MAIL: hshime\_butch@yahoo.com

PROPOSED DESIGN	
drawn:	S. HIME
date:	1-31-2025
scale:	1"=30'
client:	WESTON WAGNER



Hello,

My name is Weston Wagner, and I own the property located at 1306 Charles Drive. I am writing this letter because I am starting the rezoning process through the city of Jonesboro and I am required to inform all neighbors whose property is within 200 feet of my property.

Instead of just filling out the bare minimum I wanted to write a narrative to inform everyone of all details.

My property is a vacant lot zoned R1 for single family residential. It is 0.48 acres. I would like to build two brand new construction single family homes on this lot giving each property a ¼ acre. The problem I have is that R1 must have a 60' frontage for each lot. My land is 105' wide (It gets wider the further it goes back) and would give each lot 52-53' of road frontage.

Therefore, I need a rezoning to RS-7 that would allow a 50' road frontage.

Nothing changes with the character of the neighborhood. Nor am I trying to build apartments. The RS-7 zoning is still single-family homes only. I am looking to improve the *neighborhood and property values by adding 2 new single-family homes on a vacant spot of land.*

As the land sits right now, I could build two single family structures. One would be the primary single-family home and the other would be an ADU (Accessory Dwelling unit). The ADU *could be up one thousand Square Feet. Arkansas House Bill 1503 (Passed March 18<sup>th</sup>, 2025) Allows an ADU on residential lots.*

However, I feel that a rezoning would allow for a better lay out and site plan for the property. I would be able to build 2 new single-family homes that would match the character of the *neighborhood.*

If you have any questions, please feel free to reach out to me.

My cell number is 870-926-7994

Thank You

-Weston Wagner



**CITY OF JONESBORO  
REZONING PROPERTY OWNER NOTIFICATION**

The Metropolitan Area Planning Commission, City of Jonesboro, Arkansas, will hold a public hearing at the City of Jonesboro Municipal Center, 300 S. Church St., Council Chambers, 1<sup>st</sup> Floor, Jonesboro, Arkansas, on:

**TUESDAY, , 2026 AT 5:30 PM**

*January 13<sup>th</sup>*

One item on the agenda for this meeting is a request to the Commission to approve a Rezoning to the zoning ordinance concerning property that is within 200 feet of your property. You have the opportunity to attend this meeting to voice your approval or disapproval if you wish. If you have information that you feel should be taken into consideration before a decision is rendered, you are encouraged to submit such information to the Commission. If the Commission renders a decision you feel is unfair or unjust, you may appeal the decision to Circuit Court.

REZONING REQUESTED BY: Weston Wagner  
DATE: 12-15-25  
SUBJECT PROPERTY ADDRESS: 1306 Charles Dr. Jonesboro  
DESCRIPTION OF REZONING REQUESTED: Please see Attached Letter

In affixing my signature below, I am acknowledging my understanding of this request for a Rezoning. I further understand that my signature only indicates my receipt of notification of the request for a Rezoning and does not imply an approval by me or the Rezoning unless so written by me to the Commission.

Tanacio Tolas  
Printed Name of Property Adjacent Owner

[Signature]  
(Signature) Date

9100 Hwy A9 S.  
Address

(870) 268-9207  
Phone

If you would like to obtain additional information, or voice an opinion regarding this request, you may do so by contacting the Planning Department, at 300 S. Church St., or by calling 870-932-0406, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Hello,

My name is Weston Wagner, and I own the property located at 1306 Charles Drive. I am writing this letter because I am starting the rezoning process through the city of Jonesboro and I am required to inform all neighbors whose property is within 200 feet of my property.

Instead of just filling out the bare minimum I wanted to write a narrative to inform everyone of all details.

My property is a vacant lot zoned R1 for single family residential. It is 0.48 acres. I would like to build two brand new construction single family homes on this lot giving each property a ¼ acre. The problem I have is that R1 must have a 60' frontage for each lot. My land is 105' wide (It gets wider the further it goes back) and would give each lot 52-53' of road frontage.

Therefore, I need a rezoning to RS-7 that would allow a 50' road frontage.

Nothing changes with the character of the neighborhood. Nor am I trying to build apartments. The RS-7 zoning is still single-family homes only. I am looking to improve the neighborhood and property values by adding 2 new single-family homes on a vacant spot of land.

As the land sits right now, I could build two single family structures. One would be the primary single-family home and the other would be an ADU (Accessory Dwelling unit). The ADU could be up one thousand Square Feet. Arkansas House Bill 1503 (Passed March 18<sup>th</sup>, 2025) Allows an ADU on residential lots.

However, I feel that a rezoning would allow for a better lay out and site plan for the property. I would be able to build 2 new single-family homes that would match the character of the neighborhood.

If you have any questions, please feel free to reach out to me.

My cell number is 870-926-7994

Thank You

-Weston Wagner

***City of Jonesboro Metropolitan Area Planning Commission***  
**Staff Report – RZ 26-01**  
**300 S. Church Street/Municipal Center**  
***For Consideration by Planning Commission on January 13, 2026***

**REQUEST:** To consider a rezoning of 1306 Charles Dr

**PURPOSE:** A request to consider recommendation to Council for a rezoning from “R-1”, moderate intensity single family residential, to “RS-7” Single Family Residential

**APPLICANT:** **Weston Wagner**

**LOCATION:** 1306 Charles Dr. Jonesboro, AR, 72405

**SITE DESCRIPTION:** **Total Size:** Approx. 0.48 Acres- 20,770 S.F.  
**Street Frontage:** Approx. 104.78 ft

**Existing Development:** Vacant

**SURROUNDING CONDITIONS:**

<b>ZONE</b>	<b>LAND USE</b>
<b>North</b>	<b>R-1 – Residential</b>
<b>South</b>	<b>R-1 – Residential</b>
<b>East</b>	<b>R-1 – Residential</b>
<b>West</b>	<b>R-1 – Residential</b>

**HISTORY:**

## ZONING ANALYSIS:

*City Planning Staff has reviewed the proposed Zone Change and offers the following findings:*

### **Comprehensive Plan Land Use Map:**

The Current/Future Land Use Map recommends this location as a **Moderate Intensity Residential**.

#### **Moderate Intensity:**

A wider mix of land uses is appropriate in the moderate intensity sectors. Control of traffic is probably the most important consideration in this sector. Additionally, good building design, use of quality construction materials, and more abundant landscaping are important considerations in what is approved, more so than the particular use. Limits on hours of operation, lighting standards, screening from residential uses, etc. may be appropriate. Consideration should be given to appropriate locations of transit stops.

#### Typical Land Uses:

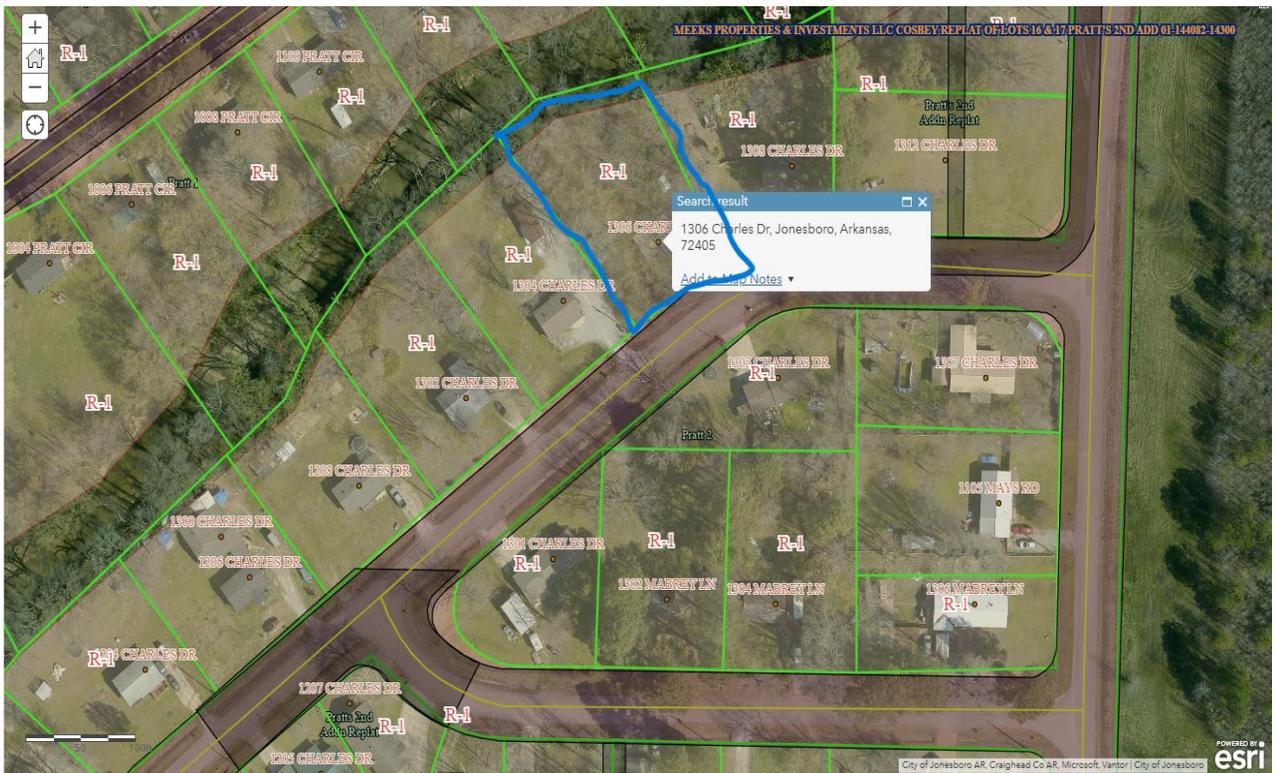
- Single Family Residential
- Attached Single Family, duplexes, triplexes and fourplexes
- Neighborhood retail, Neighborhood services
- Office parks
- Smaller medical offices
- Libraries, schools, other public facilities
- Senior living centers/nursing homes, etc.
- Community-serving retail
- Small supermarket
- Convenience store
- Bank
- Barber/beauty shop
- Farmer's Market
- Pocket Park

Density: 1/5 to 1/3 acre lots for Single Family

Height: 4 stories

Traffic: Approximately 300 peak hour trips (Commercial Only)

# Land Use Map



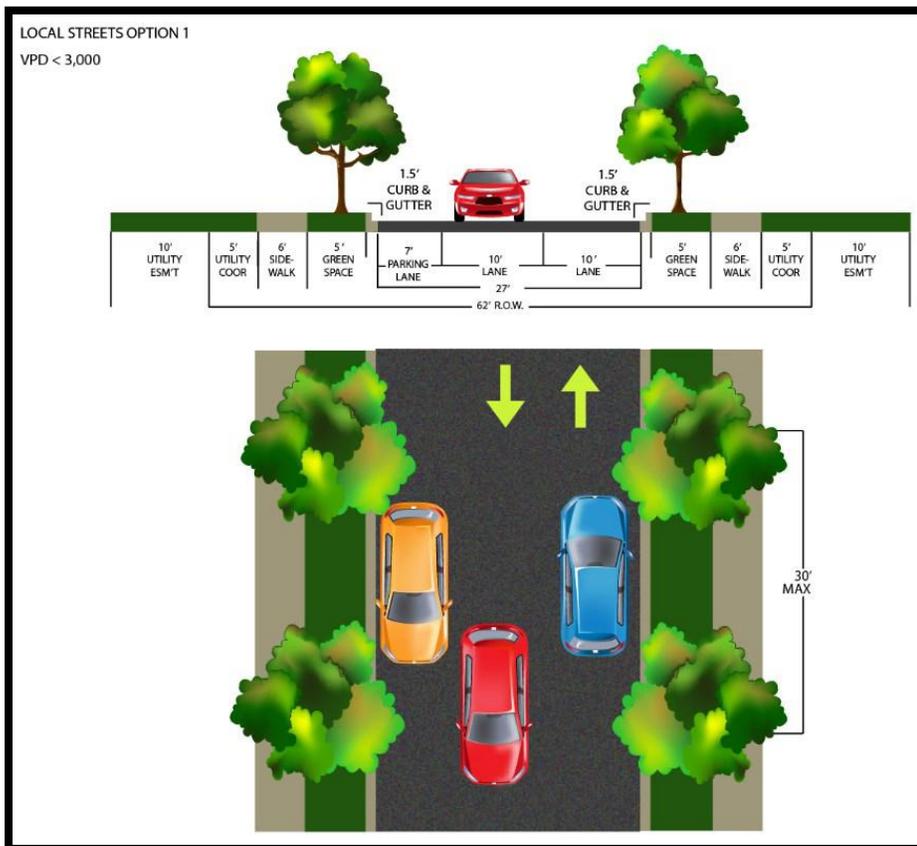
## Master Street Plan/Transportation

The subject property will be served by Warren St. The Master Street Plan classifies Warren as a Local Street.

**Local Streets** serve the lowest traffic volumes. Low traffic volumes combined with slow travel speeds help to create a good residential setting. New developments should be reviewed to avoid creating cut-through streets that become commuter routes that generally lower quality of life for residents.

**FUNCTION:** The Local Street function is to provide access to adjacent property. The movement of traffic is a secondary purpose. The use of a Local Street in a residential area by heavy trucks and buses should be minimized.

**DESIGN:** Local Street Option 1 is to be used when on-street parking is provided within the development. Option 2 is to be used when on-street parking is not provided within the development. Option 3 is to be used in commercial mixed use areas.



**Approval Criteria- Chapter 117 - Amendments:**

The criteria for approval of a rezoning are set out below. Not all the criteria must be given equal consideration by the MAPC or City Council in reaching a decision. The criteria to be considered shall include, but not be limited to the following.

Criteria	Explanations and Findings	Comply Y/N
<b>(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map</b>	The proposed district rezoning is consistent with the Adopted Land Use Plan. This property is in the Higher Intensity growth sector.	
<b>(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.</b>	The proposal will achieve consistency with the purpose of Chapter 117, with compliance with all District standards.	
<b>(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.</b>	Compatibility is achieved with this rezoning considering the surrounding area includes residential and commercial zoning and uses.	
<b>(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;</b>	Without the proposed zoning map amendment, this property cannot develop as an Planned Development District use.	
<b>(e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property;</b>	With proper planning there should not be any adverse effects caused by the property.	
<b>(f) Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, and emergency medical services</b>	Minimal impact if rezoned because the area is already equipped to handle residential uses.	

## Staff Findings:

### Applicant's Purpose

The proposed area is currently classified as “R-1”, single family medium density district. The applicant is applying for a rezoning to allow “RS-7” at this location.

Rezoning this property is consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*.

### **Chapter 117 of the City Code of Ordinances/Zoning defines RS-7 as follows:**

#### *RS-7 Single Family Residential*

##### *General description.*

There are 14 residential districts designed to meet present and future housing needs, to protect the character of, and property values in, residential areas, to encourage a suitable environment for family life and to provide choice in density, as well as in type of housing. More specific descriptions of these districts are as follows:

(1)

AG—Agricultural district. The purpose of this district is to help preserve existing agricultural resources, and to guide the conversion of rural lands to suburban use when appropriate.

(2) RS-1—Single-family residential district; minimum 43,560 sq. ft. lot required.

(3) RS-2—Single-family residential district; minimum 21,780 sq. ft. lot required.

(4) RS-3—Single-family residential district; minimum 14,520 sq. ft. lot required.

(5) RS-4—Single-family residential district; minimum 10,890 sq. ft. lot required.

(6) RS-5—Single-family residential district; minimum 8,712 sq. ft. lot required.

(7) RS-6—Single-family residential district; minimum 7,260 sq. ft. lot required.

(8) RS-7—Single-family residential district; minimum 6,222 sq. ft. lot required.

(9) RS-8—Single-family residential district; minimum 5,445 sq. ft. lot required.

(10) RM-6—Residential multifamily classification; six units per net acre, includes all forms of units, duplexes, triplexes, quads, and higher.

(11) RM-8—Residential multifamily classification; eight units per net acre, includes all forms of units, duplexes, triplexes, quads, and higher.

(12) RM-12—Residential multifamily classification; 12 units per net acre, includes all forms of units, duplexes, triplexes, quads, and higher.

(13) RM-16—Residential multifamily classification; 16 units per net acre, includes all forms of units, duplexes, triplexes, quads, and higher.

(14) RMH—Residential manufactured housing district. Establishing a district with use restricted to manufactured housing unit placement. Said units no older than eight years old as measured from date the letter of approval is sought will be allowed. Manufactured housing residential style will not be affected.

(15) RI-U—Residential Intermediate-Urban District. The RI-U Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments on lots less than 60 feet in width, to provide a range of housing types compatible in scale with single-family homes and to encourage a diversity of housing types to meet demand for walkable urban living.

**Departmental/Agency Reviews:**

The following departments and agencies were contacted for review and comments. Note that this table will be updated at the hearing due to reporting information that will be updated in the coming days:

<b>Department/Agency</b>	<b>Reports/ Comments</b>	<b>Status</b>
<b>Engineering</b>	No issues were reported	
<b>Streets/Sanitation</b>	No issues were reported	
<b>Police</b>	No issues were reported	
<b>Fire Department</b>	No issues were reported	
<b>MPO</b>	No issues were reported	
<b>Jets</b>	No issues were reported	
<b>Utility Companies</b>	No issues were reported	
<b>Code Enforcement</b>	No issues were reported	

**Conclusion:**

The Planning Department Staff finds that the requested zone change submitted for the subject parcel should be evaluated based on the above observations and criteria of Case RZ 26-01; a request to rezone property “R-1”, single family medium density district, to “RS-7”. The following conditions are recommended:

1. The proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.
3. Any change of use shall be subject to Planning Department approval in the future.
4. The site shall comply with all overlay district standards.

Respectfully Submitted for Planning Commission Consideration,  
The Planning and Zoning Department

\*\*\*\*\*

**Sample Motion:**

I move that we place Case: RZ 26-01 on the floor for consideration of recommendation by MAPC to the City Council with the noted conditions, and we, the MAPC find that to rezone property from “R-1”, single family medium density district, to “RS-7”, will be compatible and suitable with the zoning, uses, and character of the surrounding area.

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## 7. Rezoning

### RZ-26-01

#### **Rezoning: 1306 Charles Dr**

The Applicant Weston Wagner is requesting a rezoning of the property 1306 Charles Dr from R-1 Single Family to RS-7 Single Family Residential

Lonnie Roberts (Chair): Do we have the applicant for this rezoning?

Weston Wagner (Proponent): Weston Wagner, and I own 1306 Charles Drive, I am requesting a rezoning from a R-1 to a RS-7 it is staying residential and I am trying to build two single family homes on this lot. The reason I'm trying to go from R-1 to RS-7 is because my front width is about 104 to 105 foot, which puts me at about a 52 frontage and in R-1, I would need a 60 foot frontage. RS-7 would give me a 50 foot frontage which would allow me to put two homes on this. I have emailed Carol about it and there is a new bill that came out, it's house bill 1503 which allows a secondary and adu on any residential property. So, I can take a property as is, as a R-1 lot and build two structures on it, which would be one house of whatever size I went with. And the other house could be up to 1,000 Sq Ft. So I could build two houses on it right now, one would just be limited square footage and the other one could be any size. But I would like them both to be similar in size roughly around the 1500 sq foot mark.

Lonnie Roberts: Okay, city planner do you have any staff comments to add to this one?

Derrel Smith (City Planner): Yes sir, we have reviewed it and it does meet all 6 of the approval criteria, so we would recommend approval with the following conditions, that the proposed site shall follow all requirements of the city engineer, all requirements of the current stormwater drainage design manual, and floodplain regulations regarding any new construction. A final site plan, subject to all ordinance requirements shall be submitted, reviewed, and approved by the planning department prior to any redevelopment of the property. Any change of use shall be subject to the planning department approval in the future. And the site shall comply with all requirements of the overlay district.

Lonnie Roberts: Alright, and with this rezoning request is there anyone here with public comments for the rezoning request at 1306 Charles Dr? Hearing none, I'll open up for commissioner comments or questions, for the city staff or applicant.

Dennis Zolper (Commission): Zolper move that we accept the rezoning request with the conditions.

Jim Little (Commission): Little, second.

**A motion was made by Dennis Zolper, seconded by Jim Little, that the matter be approved, and the motion was PASSED with the following vote:**

Aye (6): Dennis Zolper, Jeff Steiling, Jim Little, Jimmy Cooper, Kevin Bailey, Stephanie Nelson

Nay (0):

Absent (2): Monroe Pointer, Paul Ford

**RZ-26-02**

**Rezoning: 2620 Alexander Dr**

The Applicant Dustin White is requesting a rezoning of the property 2620 Alexander Dr from R-1 Single Family to C-3 General Commercial District

Lonnie Roberts (Chair): Do we have the proponent for this item?

Dustin White (Proponent): Thank you, Mr. Chairman I am Dustin White. I'm here on behalf of the property owner to speak and support this rezoning request. This rezoning request aligns with the city's adopted long term land use plan. And the direction that the city has already established for this area. There is no specific use being proposed at this time, this request is strictly about zoning alignment. Any future development would still go through the city's normal site plan review and so forth.

Lonnie Roberts: Okay, city planner do you have staff comments on this one?

Derrel Smith (City Planner): Yes sir, we have reviewed it and it does meet all 6 of the approval criteria, so we would recommend approval with the following conditions, that the proposed site shall follow all requirements of the city engineer, all requirements of the current stormwater drainage design manual, and floodplain regulations regarding any new construction. A final site plan, subject to all ordinance requirements shall be submitted, reviewed, and approved by the planning department prior to any redevelopment of the property. Any change of use shall be subject to the planning department approval in the future. And the site shall comply with all requirements of the overlay district.

Lonnie Roberts: Okay, now with this rezoning request is there anyone here with public comments? If you would come up and state your name for the record.

Sheryl Rogers (Public): My name is Sheryl Rogers, I live at 2815 Wood Street, which on the corner right down from the proposed rezoning property is. I don't know if I'm opposed to it, this says its in use with the projected land use for the city of Jonesboro, that may be I don't know. But the concern that I would raise and maybe other people would raise who live close to or adjacent to that property and the neighborhood would be the use. So, this is for general commercial use and we have been down this road before with some property across the street from us several years ago. And that property was submitted with a limited use overlay. That was rejected by the city council and it remained residential property. So, at this point in time, I am

speaking for at least the neighbors that I have talked to and who might have a concern with this, is the general commercial property. Also I was looking for today, the city plan for projected use with open spaces and the appearance of people driving, this is a high intensity area because it's right next to I-55, but from people driving through the area and impression they have in the area. So, we would be concerned about what would go there, the type of business that would go there and the appearance of it. Not only for the city but for our neighborhood as well. The commercial property that is already there, looks very nice. And I think that we would be concerned with any projected use as far as what would go there. And how it would impact both the residential area and the appearance of that area. Those are my comments, thank you.

Lonnie Roberts: Thank you for your comments. Is there anyone else who would like to add to those comments? Okay, I'll open up for any commissioners questions.

Dennis Zolper (Commission): Wouldn't it be good to tell the lady that we consider uses in rezoning. Is that something we can take into consideration?

Carol Duncan (City Attorney): You can't ask what the use is going to be, now you could consider a limited use overlay if that was something that was proposed. At that point you can eliminate certain uses, but if you just have a general commercial or C-3, you can't ask what the intent is to use the property for. That 's where the LUO that she was referencing comes in.

Derrel Smith: The property is in the overlay district though, so there is some design standards for commercial properties in the overlay district. It would have to be 80 percent brick, masonry, or stone. It'd have additional landscaping requirements, smaller signage requirements. There will be lighting limitations because it does bump up to the residential area, so that's already in our codes that we can control that.

Dennis Zolper: I think that's good.

### **Unable to transcribe**

Derrel Smith: There's a minimum of 25 feet from commercial to residential.

Lonnie Roberts: Any other questions commissioners? Any other concerns?

Jeff Steiling (Commission): Mr. White, would your owner consider leaving a wooded buffer, like a 30 foot buffer between the property and the residential properties that butt it?

Dustin White: As opposed to the 25 foot?

Jeff Steiling: Yeah, 25 to 30 foot is what I was thinking, and would they consider submitting a limited use overlay that might be more appealing to the neighbors?

Dustin White: I can't speak for them, I think that they're reasonable folks but ultimately the zoning aligns with what the city's long term use plan is and we're really just trying to get in alignment with that.

Lonnie Roberts: So, Jeff about the barrier, are you saying leave it untouched or, is that something that we can stipulate on a rezoning request?

Jeff Steiling: Yeah, I'm thinking leave it wooded as it is now, a buffer between and maybe it's the 25 foot that's already a requirement but.

Lonnie Roberts: So, can we make that a stipulation?

Derrel Smith: Yes.

Jeff Steiling: Can we stipulate a limited use overlay or do they have to propose that?

Derrel Smith: Unless you're prepared to table it and go back through, I don't think you can make them, that's not what they requested, so I don't think you can make them do that.

Lonnie Roberts: I mean, he's asking for a general C-3, we can't force him to change it, at this time.

Jeff Steiling: Would you be interested in tabling it and coming back with a limited use overlay?

Dustin White: I don't think so at this time. We don't have a specific use in mind.

Jeff Steiling: I guess that would be more eliminating potential uses, not necessarily choosing a use, but eliminating uses that might make these neighbors feel more at ease.

Dustin White: We're not interested in tabling it for now.

Lonnie Roberts: So, are we making the 25 foot untouched barrier?

Derrel Smith: Along, the residential property.

Lonnie Roberts: Along the residential property, yes. Is that agreeable to you Dustin?

Dustin White: Yeah, sounds good.

Lonnie Roberts: So, add that as a stipulation? Okay. Any other questions from the commissioners? Anyone ready to make a motion?

Dennis Zolper: Make a motion to approve the rezoning with the stipulations.

Lonnie Roberts: I have a motion on the floor, do I hear a second?

Jimmy Cooper: Cooper, second.

**A motion was made by Dennis Zolper, seconded by Jimmy Cooper, that the matter be approved, and the motion was PASSED with the following vote:**

Aye (4): Dennis Zolper, Jim Little, Jimmy Cooper, Kevin Bailey

Nay (2): Jeff Steiling, Stephanie Nelson

Absent (2): Monroe Pointer, Paul Ford

OFFICIAL RECEIPT  
Receipt Date 01/21/2026 09:42 AM  
Receipt Print Date 01/21/2026

Receipt # 00270783  
Batch # 00021.01.2026

CITY OF JONESBORO  
300 S. Church St. Ste 106  
PO Box 1845  
JONESBORO, AR 72403-1845  
870-932-3042  
For Permit Inspections call 870-933-4602

Account/License/Permit/Category:  
CR 170.95

Detail:  
01-000-0150-00  
Proof of Publication Charles  
Drive 170.95

-----  
Total 170.95

Payment Information:  
Check 2473 170.95  
Change 0.00

Weston Wagner  
Customer #: 000000

Cashier: ALCooksey  
Station: ALCOOKSEY



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: COM-26:010

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**Agenda Date:** 3/3/2026

**Version:** 1

**Status:** To Be Introduced

**In Control:** City Council

**File Type:** Other  
Communications

DECEMBER 2025 FINANCIAL STATEMENTS

Overview of State Mandated Funds

Benchmark 0.00%

General Fund

Beginning Fund Balance: \$ 21,164,143 \$ 21,164,143

General Fund	YTD Actual	Total Budget	\$ Remaining	% Need/Avail
Revenue	\$ 61,723,666	\$ 64,779,156	\$ 3,055,490	4.7%
Expense	60,811,914	64,198,132	3,386,218	5.3%
Surplus (Deficit)	\$ 911,752	\$ 581,024	\$ (330,728)	

Fund Balance Actual/Projected: \$ 22,075,895 \$ 21,745,167

Street Fund

Beginning Fund Balance: \$ 1,528,507 \$ 1,528,507

Street Fund	YTD Actual	Total Budget	\$ Remaining	% Need/Avail
Revenue	\$ 9,293,029	\$ 9,295,892	\$ 2,863	0.0%
Expense	9,146,165	9,860,136	713,971	7.2%
Surplus (Deficit)	\$ 146,865	\$ (564,244)	\$ (711,109)	

Fund Balance Actual/Projected: \$ 1,675,372 \$ 964,263

Overview of Select Budget Variances

Select Data - Year to Date	Actual	Budget	\$ Variance	% Variance
<b>Revenue</b>				
Sales Tax (Combined)	\$ 47,753,222	\$ 49,167,000	\$ (1,413,778)	-2.9%
State Turnback (Combined)	7,807,164	7,925,652	(118,488)	-1.5%
<b>Expense</b>				
Overlays	767,611	1,324,486	(556,875)	-42%
Fuel Purchases	1,352,895	1,546,900	(194,005)	-13%

Overview of Select Prior Year Variances

Select Data - Year to Date	Current Year	Prior Year	\$ Change	% Change
<b>Revenue</b>				
Franchise Fee	\$ 1,562,283	\$ 1,376,884	\$ 185,399	13%
A&P Prepared Foods	6,563,046	6,504,280	58,766	1%
A&P Original 3%	942,190	936,513	5,677	1%
A&P Additional 1%	314,062	312,406	1,656	1%
Alcohol Beverage Tax	698,585	723,422	(24,837)	-3%

# Table of Contents

Page Number	Page Description
1	Financial Statements Overview
<b>2</b>	<b>Table of Contents</b>
3	Schedule of Changes in FB and Required Reserve
4	Schedule of Changes in Restricted Fund Balances
5	Schedule of Revenue vs. Expense (All Funds)
6	Schedule of O&M Departmental Overview
7	Schedule of Interest Earnings & Deposit Collateralization
8-10	Sales Tax Reports
11-13	State Turnback Reports
14	Fuel Purchase Report
15	Franchise Tax Report
16-18	Advertising and Promotion Funds Report
19	Alcoholic Beverage Tax Report
20	Fixed Asset Report
21	Non-Uniform Retirement Report - 401(a) & 457(b)
22	Non-Uniform Pension Report - Defined Benefit
23	Schedule of ARPA Revenue Replacement Fund
24	Schedule of Capital Improvement Projects
25	Schedule of Capital Improvement Revenue Bond
26	Schedule of Depreciation Fund
27	New Business Report

City of Jonesboro, Arkansas  
 Schedule of Changes in FB and Required Reserve  
 December 2025

Changes in Fund Balance- Cash Basis

State Mandated Funds		Activity Reflecting Changes in Fund Balance			
Description	Beginning Fund Balances	Year to Date Revenues	Year to Date Expenditures	Surplus (Deficit)	Ending Fund Balances
General	\$ 21,164,143	\$ 61,723,666	\$ 60,811,914	\$ 911,752	\$ 22,075,895
Street	1,528,507	9,293,029	9,146,165	146,865	1,675,372
<b>Total</b>	<b>\$ 22,692,650</b>	<b>\$ 71,016,695</b>	<b>\$ 69,958,078</b>	<b>\$ 1,058,617</b>	<b>\$ 23,751,267</b>

Other Funds		Activity Reflecting Changes in Fund Balance			
Description	Beginning Fund Balances	Year to Date Revenues	Year to Date Expenditures	Surplus (Deficit)	Ending Fund Balances
Restricted	\$ 9,936,351	\$ 2,587,348	\$ 6,207,059	\$ (3,619,711)	\$ 6,316,639
E-911	448,195	1,621,326	2,179,206	(557,879)	(109,684)
Federal Grants	761,211	525,580	439,905	85,675	846,885
Non-Federal Grants	294,559	256,467	542,833	(286,367)	8,193
Community Development Block Grant (CDBG)	16,012	652,802	663,411	(10,608)	5,404
Metropolitan Planning Organization (MPO)	106,897	94,779	156,645	(61,865)	45,032
Jonesboro Economical Transit System (JETS)	(1,497,164)	2,536,168	3,278,880	(742,713)	(2,239,876)
Depreciation Fund	4,370,191	1,078,626	3,724,103	(2,645,477)	1,724,714
Capital Improvement Fund	5,984,291	4,903,163	6,701,969	(1,798,807)	4,185,484
Advertising & Promotion 3%	243,346	960,446	885,727	74,719	318,065
Advertising & Promotion 1%	45,289	320,917	273,750	47,167	92,456
Advertising & Promotion Prepared Foods	9,761,919	6,799,488	9,113,018	(2,313,530)	7,448,389
<b>Total</b>	<b>\$ 30,471,097</b>	<b>\$ 22,337,110</b>	<b>\$ 34,166,506</b>	<b>\$ (11,829,396)</b>	<b>\$ 18,641,701</b>

<b>All Funds Totals</b>	<b>\$ 53,163,747</b>	<b>\$ 93,353,805</b>	<b>\$ 104,124,584</b>	<b>\$ (10,770,780)</b>	<b>\$ 42,392,968</b>
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Reserve Analysis

Description	Fund Balance	Less: Required Reserve	Available Reserves
General Fund	\$ 22,075,895		22,075,895
Street Fund	1,675,372		1,675,372
Depreciation Fund	1,724,714		1,724,714
Capital Improvement Fund	4,185,484		4,185,484
<b>Combined Fund Balances</b>	<b>\$ 29,661,465</b>	<b>\$ (9,629,720)</b>	<b>\$ 20,031,745</b>

\*The Required Reserve is established as 15% of General Fund Current Budget Expenditures.

City of Jonesboro, Arkansas  
 Schedule of Changes in Restricted Fund Balances  
 December 2025

Changes in Fund Balance- Cash Basis

Restricted Funds	Activity Reflecting Changes in Fund Balance				
	Beginning Fund Balances	Year to Date Revenues	Year to Date Expenditures	Surplus (Deficit)	Ending Fund Balances
ARPA Revenue Replacement-Building Demo	\$ 3,250,000	\$ -	\$ 3,297,344	\$ (3,297,344)	\$ (47,344)
ARPA Revenue Replcmnt-Mosquito Abatement	139,604	-	-	-	139,604
ARPA Revenue Replacement-RAC Aquatic	3,200,000	-	-	-	3,200,000
ARPA Revenue Replacement-Humanitarian	500,000	-	330,003	(330,003)	169,997
ARPA Revenue Replacement-Comp Growth Plan	855,000	-	121,195	(121,195)	733,805
ARPA Revenue Replacement-Building Code Study	99,840	-	5,870	(5,870)	93,970
ARPA Revenue Replacement-Remaining Approp	582,721	-	-	-	582,721
Insurance Proceeds	198,219	-	5,804	(5,804)	192,416
Perpetual Cemetery	627,892	29,408	74,583	(45,175)	582,716
Fire Act 833	74,054	232,568	239,482	(6,914)	67,140
Employee Benefit	49,542	63,634	29,709	33,925	83,467
DARE	54,572	46,667	30,941	15,726	70,297
In Lieu of Sidewalk	78,073	132,334	-	132,334	210,407
Dog Park Donations	27,608	-	-	-	27,608
K-9 Acquisition	24,980	-	16,000	(16,000)	8,980
Police Suspense	14,635	-	-	-	14,635
Animal Control Donations	24,890	13,630	13,193	437	25,327
Exchange for Services A&P	-	30,000	6,000	24,000	24,000
Abatement	5,626	-	-	-	5,626
Museum - E Boone Watson	300	-	-	-	300
Winter Wonderland	4,464	-	-	-	4,464
Public Safety Surveillance Equip	3,000	5,000	-	5,000	8,000
Police Hiring/Training	2,874	-	-	-	2,874
Skate Board Park	992	-	-	-	992
Jonesboro Shooting Complex	47	-	-	-	47
Fairview Park- Brazos	2,000	-	-	-	2,000
Library Millage	-	1,913,934	1,913,934	-	-
MYAC	538	1,827	2,029	(201)	337
State Asset Forfeiture	59,247	33,241	19,917	13,324	72,571
Federal Asset Forfeiture	53,130	10,999	24,288	(13,289)	39,840
Homelessness Committee	-	-	-	-	-
Keep Jonesboro Beautiful	2,504	30,000	32,660	(2,660)	(156)
Downtown Jonesboro Imp. District	0	44,107	44,107	(0)	(0)
<b>Total</b>	<b>\$ 9,936,351</b>	<b>\$ 2,587,348</b>	<b>\$ 6,207,059</b>	<b>\$ (3,619,711)</b>	<b>\$ 6,316,639</b>

City of Jonesboro  
Schedule of Revenue vs. Expense  
December 2025

State Mandated Funds

Operation and Maintenance (O&M)		YTD Actual	Total Budget	\$ Remaining
General	Revenue	\$ 61,544,704	\$ 64,600,194	\$ 3,055,490
	Expense	59,911,914	63,444,652	3,532,739
Street	Revenue	9,269,016	9,295,892	26,876
	Expense	6,074,915	6,788,886	713,971
Total	Revenue	\$ 70,813,720	\$ 73,896,086	\$ 3,082,366
	Expense	65,986,828	70,233,538	4,246,710
	Surplus/(Deficit)	\$ 4,826,891	\$ 3,662,548	\$ (1,164,343)
Capital Improvement (C.I.)		YTD Actual	Total Budget	\$ Remaining
General	Revenue	\$ 178,962	\$ 178,962	\$ (0)
	Expense	900,000	753,480	(146,520)
Street (Includes STIP)	Revenue	24,014	-	(24,014)
	Expense	3,071,250	3,071,250	-
Total	Revenue	\$ 202,976	\$ 178,962	\$ (24,014)
	Expense	3,971,250	3,824,730	(146,520)
	Surplus/(Deficit)	\$ (3,768,274)	\$ (3,645,768)	\$ 122,507
Total O&M and C.I.	Revenue	\$ 71,016,695	\$ 74,075,048	\$ 3,058,353
	Expense	69,958,078	74,058,268	4,100,190
	Surplus/(Deficit)	\$ 1,058,617	\$ 16,780	\$ (1,041,837)

Other Funds

Other Funds		YTD Actual	Total Bud/Avail	\$ Remaining
Restricted	Revenue	\$ 2,587,348	\$ 2,120,735	(466,613)
	Expense	6,207,059	2,131,735	(4,075,324)
E-911	Revenue	1,621,326	1,705,694	84,368
	Expense	2,179,206	2,237,001	57,795
Federal Grants	Revenue	525,580	3,387,911	2,862,331
	Expense	439,905	2,768,941	2,329,036
Non-Federal Grants	Revenue	256,467	59,056	(197,411)
	Expense	542,833	59,056	(483,777)
CDBG	Revenue	652,802	1,000,195	347,393
	Expense	663,411	1,000,195	336,784
MPO	Revenue	94,779	295,650	200,871
	Expense	156,645	295,650	139,006
JETS	Revenue	2,536,168	2,710,121	173,953
	Expense	3,278,880	2,710,121	(568,759)
Depreciation Fund	Revenue	1,078,626	-	(1,078,626)
	Expense	3,724,103	4,370,191	646,088
Capital Improvement Fund	Revenue	4,903,163	-	(4,903,163)
	Expense	6,701,969	28,483,012	21,781,042
A&P 3%	Revenue	960,446	971,700	11,254
	Expense	885,727	1,149,295	263,568
A&P 1%	Revenue	320,917	324,388	3,471
	Expense	273,750	298,750	25,000
A&P PF%	Revenue	6,799,488	6,375,500	(423,988)
	Expense	9,113,018	752,235	(8,360,783)
Total	Revenue	\$ 22,337,110	\$ 18,950,950	\$ (3,386,160)
	Expense	34,166,506	46,256,182	12,089,676
	Surplus/(Deficit)	\$ (11,829,396)	\$ (27,305,232)	\$ (15,475,835)

All Funds (Combined)		YTD Actual	Total Bud/Avail	\$ Remaining
Grand Total	Revenue	\$ 93,353,805	\$ 93,025,998	\$ (327,807)
	Expense	104,124,584	120,314,450	16,189,865
	Surplus/(Deficit)	\$ (10,770,780)	\$ (27,288,452)	\$ (16,517,672)

City of Jonesboro  
 Schedule of O&M Departmental Overview  
 December 2025

O&M Departmental Overview

General Fund

Department		YTD Actual	Total Budget	\$ Remaining
<b>Overview of Public Safety</b>				
Law & Enforcement	Revenue	\$ 2,784,699	\$ 2,869,201	\$ 84,502
	Expense	21,445,093	22,436,240	991,148
Fire Protection	Revenue	1,070,522	1,498,686	428,164
	Expense	13,974,542	14,808,178	833,636
<b>Total Public Safety</b>				
	Revenue	\$ 3,855,221	\$ 4,367,887	\$ 512,666
	Expense	35,419,634	37,244,418	1,824,784
	Surplus/(Deficit)	\$ (31,564,413)	\$ (32,876,531)	\$ (1,312,118)

Overview of Non-Public Safety Departments

Parks	Revenue	\$ 1,378,795	\$ 1,658,464	\$ 279,669
	Expense	\$ 5,686,541	\$ 6,079,697	393,156
Sanitation	Revenue	135,872	132,437	(3,435)
	Expense	6,307,622	6,494,724	187,102
Elected Officials	Revenue	209	-	(209)
	Expense	1,597,832	1,682,642	84,810
General Admin.	Revenue	53,066,588	55,206,225	2,139,637
	Expense	1,015,539	1,208,258	192,719
Other-Admin.	Revenue	3,108,017	3,235,181	127,164
	Expense	9,884,744	10,734,913	850,169
Capital Improvement	Revenue	178,962	178,962	(0)
	Expense	900,000	753,480	(146,520)
<b>Total Non-Public Safety</b>				
	Revenue	\$ 57,868,445	\$ 60,411,269	\$ 2,542,824
	Expense	25,392,279	26,953,714	1,561,435
	Surplus/(Deficit)	\$ 32,476,165	\$ 33,457,555	\$ 981,390

<b>Total General Fund</b>	Revenue	\$ 61,723,666	\$ 64,779,156	\$ 3,055,490
	Expense	60,811,914	64,198,132	3,386,218
	Surplus/(Deficit)	\$ 911,752	\$ 581,024	\$ (330,728)

Street Fund

Department		YTD Actual	Total Budget	\$ Remaining
Street	Revenue	\$ 26,833	\$ 21,854	\$ (4,979)
	Expense	4,437,331	5,103,113	665,782
Engineering	Revenue	104,453	172,203	67,750
	Expense	1,565,853	1,685,773	119,920
Street Admin.	Revenue	9,137,730	9,101,835	(35,895)
	Expense	71,731	-	(71,731)
Capital Improvement	Revenue	24,014	-	(24,014)
	Expense	3,071,250	3,071,250	-
<b>Total Street Fund</b>				
	Revenue	\$ 9,293,029	\$ 9,295,892	\$ 2,863
	Expense	9,146,165	9,860,136	713,971
	Surplus/(Deficit)	\$ 146,865	\$ (564,244)	\$ (711,109)

<b>O&amp;M Grand Total</b>	Revenue	\$ 71,016,695	\$ 74,075,048	\$ 3,058,353
	Expense	69,958,078	74,058,268	4,100,190
	Surplus/(Deficit)	\$ 1,058,617	\$ 16,780	\$ (1,041,837)

City of Jonesboro, Arkansas  
 Schedule of Interest Earnings & Deposit Collateralization  
 December 2025 Interest

**Interest Earnings**

Bank Account	Balance	Interest Earned	Rate of Interest
General Fund	\$ 18,668,918.82	\$ 37,262.87	2.60%
Jonesboro Softball	3,609.02	8.17	2.60%
Federal Grants Fund	879,984.62	2,034.88	2.60%
Restricted Funds	6,549,877.83	14,696.86	2.60%
Non-Federal Grants	309,937.72	683.47	2.60%
Depreciation Fund	220,387.94	3,961.49	2.60%
Capital Improvement Fund	1,428,981.34	3,411.86	2.60%
Payroll Clearing	248,524.33	746.54	2.60%
Credit Card	41,122.36	157.42	2.60%
Operating	2,275,246.22	2,914.37	2.60%
<b>Total</b>	<b>\$ 30,626,590.20</b>	<b>\$ 65,877.93</b>	
Street Fund	\$ 4,672,653.46	\$ 8,054.04	2.60%
E-911	29,766.07	189.73	2.60%
C.D.B.G.	23,723.34	-	0.00%
M.P.O.	56,579.87	108.80	2.60%
J.E.T.S.	2,033.81	776.15	2.60%
Non Uniform Pension Payee	1,516.00	3.43	2.60%
A&P 3% Hotel & Motel	367,996.36	858.18	2.60%
A&P 1% Hotel & Motel	342,515.69	771.14	2.60%
A&P Prepared Foods	7,345,324.89	16,123.72	2.60%
<b>Total Other</b>	<b>\$ 12,842,109.49</b>	<b>\$ 26,885.19</b>	
<b>Grand Total</b>	<b>\$ 43,468,699.69</b>	<b>\$ 92,763.12</b>	

**Total year to date interest**

**Actual**  
 \$ 1,339,926.37

**Budget**  
 \$ 1,181,230.00

**Deposit Collateralization**

**Pledge Report - Centennial Bank**

Irrevocable Letters of Credit	\$ 32,000,000.00	Expires 12/31/2025
Other Pledged Securites (Mkt Val)	16,185,192.29	
FDIC Insurance	250,000.00	
<b>Total Collateralized Balances</b>	<b>\$ 48,435,192.29</b>	

City of Jonesboro, Arkansas  
 Combined Sales and Use Tax Report (Cash Basis)  
 2025

Historical Data

Month	2025	2024	2023	2022
January	\$ 3,861,933.26	\$ 4,208,902.39	\$ 3,856,515.15	\$ 3,697,194.79
February	4,598,606.00	4,518,839.80	4,718,018.56	4,360,357.41
March	3,560,828.42	3,504,892.28	3,656,482.75	3,183,111.17
April	3,575,077.60	3,698,017.89	3,735,516.86	3,315,274.45
May	4,187,207.17	4,121,511.60	3,923,692.55	3,973,786.69
June	3,905,014.51	3,805,323.22	4,042,928.05	3,741,152.53
July	4,033,540.82	3,815,705.17	3,895,788.19	3,688,689.15
August	3,986,103.86	3,868,202.11	3,855,671.39	3,991,764.99
September	3,957,404.80	3,906,921.12	3,857,410.13	3,803,716.42
October	4,175,480.49	4,073,345.55	4,025,134.40	3,891,040.16
November	4,022,619.01	3,824,201.10	3,967,655.21	3,853,821.65
December	3,889,406.27	3,928,379.77	3,857,914.63	3,536,833.15
<b>Totals</b>	<b>\$ 47,753,222.21</b>	<b>\$ 47,274,242.00</b>	<b>\$ 47,392,727.87</b>	<b>\$ 45,036,742.56</b>

Comparison to Previous Periods

Month	Current	Prior	\$ Variance	% Variance
January	\$ 3,861,933.26	\$ 4,208,902.39	\$ (346,969.13)	-8.2%
February	4,598,606.00	4,518,839.80	79,766.20	1.8%
March	3,560,828.42	3,504,892.28	55,936.14	1.6%
April	3,575,077.60	3,698,017.89	(122,940.29)	-3.3%
May	4,187,207.17	4,121,511.60	65,695.57	1.6%
June	3,905,014.51	3,805,323.22	99,691.29	2.6%
July	4,033,540.82	3,815,705.17	217,835.65	5.7%
August	3,986,103.86	3,868,202.11	117,901.75	3.0%
September	3,957,404.80	3,906,921.12	50,483.68	1.3%
October	4,175,480.49	4,073,345.55	102,134.94	2.5%
November	4,022,619.01	3,824,201.10	198,417.91	5.2%
December	3,889,406.27	3,928,379.77	(38,973.50)	-1.0%
<b>Totals</b>	<b>\$ 47,753,222.21</b>	<b>\$ 47,274,242.00</b>	<b>\$ 478,980.21</b>	<b>1.0%</b>

Comparison to Budget

Month	Actual	Budget	\$ Variance	% Variance
January	\$ 3,861,933.26	\$ 4,049,928.18	\$ (187,994.92)	-4.6%
February	4,598,606.00	4,704,812.88	(106,206.88)	-2.3%
March	3,560,828.42	3,645,284.92	(84,456.50)	-2.3%
April	3,575,077.60	3,669,240.35	(94,162.75)	-2.6%
May	4,187,207.17	4,228,154.04	(40,946.87)	-1.0%
June	3,905,014.51	3,976,838.66	(71,824.15)	-1.8%
July	4,033,540.82	4,070,895.82	(37,355.00)	-0.9%
August	3,986,103.86	4,102,371.42	(116,267.56)	-2.8%
September	3,957,404.80	4,047,579.02	(90,174.22)	-2.2%
October	4,175,480.49	4,217,550.77	(42,070.28)	-1.0%
November	4,022,619.01	4,172,510.21	(149,891.20)	-3.6%
December	3,889,406.27	4,281,833.72	(392,427.45)	-9.2%
<b>Totals</b>	<b>\$ 47,753,222.21</b>	<b>\$ 49,167,000.00</b>	<b>\$ (1,413,777.79)</b>	<b>-2.9%</b>

\*The 2025 Combined budget for Sales Tax is \$49,167,000

City of Jonesboro, Arkansas  
City Sales and Use Tax Report (Cash Basis)  
2025

Historical Data

Month	2025	2024	2023	2022
January	\$ 2,138,513.99	\$ 2,317,133.96	\$ 2,133,729.01	\$ 2,040,928.57
February	2,579,890.66	2,517,307.78	2,635,793.76	2,423,246.98
March	1,975,212.10	1,939,232.49	2,026,463.78	1,769,568.23
April	1,970,146.09	2,041,119.32	2,076,004.55	1,888,135.01
May	2,309,651.24	2,288,399.58	2,170,092.57	2,201,074.32
June	2,140,685.87	2,111,214.22	2,254,614.98	2,131,956.39
July	2,230,857.77	2,118,369.81	2,160,108.13	2,047,774.63
August	2,187,096.09	2,135,107.75	2,131,256.75	2,207,564.87
September	2,159,211.65	2,160,292.56	2,130,151.48	2,101,899.21
October	2,299,221.76	2,247,031.59	2,228,139.32	2,166,360.53
November	2,196,613.79	2,121,273.99	2,184,989.01	2,122,886.06
December	2,113,897.36	2,166,282.11	2,130,203.21	1,960,854.97
<b>Totals</b>	<b>\$ 26,300,998.37</b>	<b>\$ 26,162,765.16</b>	<b>\$ 26,261,546.55</b>	<b>\$ 25,062,249.77</b>

Comparison to Previous Periods

Month	Current	Prior	\$ Variance	% Variance
January	\$ 2,138,513.99	\$ 2,317,133.96	\$ (178,619.97)	-7.7%
February	2,579,890.66	2,517,307.78	62,582.88	2.5%
March	1,975,212.10	1,939,232.49	35,979.61	1.9%
April	1,970,146.09	2,041,119.32	(70,973.23)	-3.5%
May	2,309,651.24	2,288,399.58	21,251.66	0.9%
June	2,140,685.87	2,111,214.22	29,471.65	1.4%
July	2,230,857.77	2,118,369.81	112,487.96	5.3%
August	2,187,096.09	2,135,107.75	51,988.34	2.4%
September	2,159,211.65	2,160,292.56	(1,080.91)	-0.1%
October	2,299,221.76	2,247,031.59	52,190.17	2.3%
November	2,196,613.79	2,121,273.99	75,339.80	3.6%
December	2,113,897.36	2,166,282.11	(52,384.75)	-2.4%
<b>Totals</b>	<b>\$ 26,300,998.37</b>	<b>\$ 26,162,765.16</b>	<b>\$ 138,233.21</b>	<b>0.5%</b>

Comparison to Budget

Month	Actual	Budget	\$ Variance	% Variance
January	\$ 2,138,513.99	\$ 2,243,987.58	\$ (105,473.59)	-4.7%
February	2,579,890.66	2,627,017.83	(47,127.17)	-1.8%
March	1,975,212.10	2,024,596.59	(49,384.49)	-2.4%
April	1,970,146.09	2,046,106.90	(75,960.81)	-3.7%
May	2,309,651.24	2,346,377.39	(36,726.15)	-1.6%
June	2,140,685.87	2,188,275.93	(47,590.06)	-2.2%
July	2,230,857.77	2,263,734.45	(32,876.68)	-1.5%
August	2,187,096.09	2,233,258.60	(46,162.51)	-2.1%
September	2,159,211.65	2,191,631.16	(32,419.51)	-1.5%
October	2,299,221.76	2,328,983.94	(29,762.18)	-1.3%
November	2,196,613.79	2,302,874.65	(106,260.86)	-4.6%
December	2,113,897.36	2,481,372.99	(367,475.63)	-14.8%
<b>Totals</b>	<b>\$ 26,300,998.37</b>	<b>\$ 27,278,218.00</b>	<b>\$ (977,219.63)</b>	<b>-3.6%</b>

\*The 2025 Budget for City Sales Tax is \$27,278,218

City of Jonesboro, Arkansas  
 County Sales and Use Tax Report (Cash Basis)  
 2025

Historical Data

Month	2025	2024	2023	2022
January	\$ 1,723,419.27	\$ 1,891,768.43	\$ 1,722,786.14	\$ 1,656,266.22
February	2,018,715.34	2,001,532.02	2,082,224.80	1,937,110.43
March	1,585,616.32	1,565,659.79	1,630,018.97	1,413,542.94
April	1,604,931.51	1,656,898.57	1,659,512.31	1,427,139.44
May	1,877,555.93	1,833,112.02	1,753,599.98	1,772,712.37
June	1,764,328.64	1,694,109.00	1,788,313.07	1,609,196.14
July	1,802,683.05	1,697,335.36	1,735,680.06	1,640,914.52
August	1,799,007.77	1,733,094.36	1,724,414.64	1,784,200.12
September	1,798,193.15	1,746,628.56	1,727,258.65	1,701,817.21
October	1,876,258.73	1,826,313.96	1,796,995.08	1,724,679.63
November	1,826,005.22	1,702,927.11	1,782,666.20	1,730,935.59
December	1,775,508.91	1,762,097.66	1,727,711.42	1,575,978.18
<b>Totals</b>	<b>\$ 21,452,223.84</b>	<b>\$ 21,111,476.84</b>	<b>\$ 21,131,181.32</b>	<b>\$ 19,974,492.79</b>

Comparison to Previous Periods

Month	Current	Prior	\$ Variance	% Variance
January	\$ 1,723,419.27	\$ 1,891,768.43	\$ (168,349.16)	-8.9%
February	2,018,715.34	2,001,532.02	17,183.32	0.9%
March	1,585,616.32	1,565,659.79	19,956.53	1.3%
April	1,604,931.51	1,656,898.57	(51,967.06)	-3.1%
May	1,877,555.93	1,833,112.02	44,443.91	2.4%
June	1,764,328.64	1,694,109.00	70,219.64	4.1%
July	1,802,683.05	1,697,335.36	105,347.69	6.2%
August	1,799,007.77	1,733,094.36	65,913.41	3.8%
September	1,798,193.15	1,746,628.56	51,564.59	3.0%
October	1,876,258.73	1,826,313.96	49,944.77	2.7%
November	1,826,005.22	1,702,927.11	123,078.11	7.2%
December	1,775,508.91	1,762,097.66	13,411.25	0.8%
<b>Totals</b>	<b>\$ 21,452,223.84</b>	<b>\$ 21,111,476.84</b>	<b>\$ 340,747.00</b>	<b>1.6%</b>

Comparison to Budget

Month	Actual	Budget	\$ Variance	% Variance
January	\$ 1,723,419.27	\$ 1,805,940.60	\$ (82,521.33)	-4.6%
February	2,018,715.34	2,077,795.05	(59,079.71)	-2.8%
March	1,585,616.32	1,620,688.33	(35,072.01)	-2.2%
April	1,604,931.51	1,623,133.46	(18,201.95)	-1.1%
May	1,877,555.93	1,881,776.66	(4,220.73)	-0.2%
June	1,764,328.64	1,788,562.73	(24,234.09)	-1.4%
July	1,802,683.05	1,807,161.37	(4,478.32)	-0.2%
August	1,799,007.77	1,869,112.82	(70,105.05)	-3.8%
September	1,798,193.15	1,855,947.87	(57,754.72)	-3.1%
October	1,876,258.73	1,888,566.83	(12,308.10)	-0.7%
November	1,826,005.22	1,869,635.56	(43,630.34)	-2.3%
December	1,775,508.91	1,800,460.73	(24,951.82)	-1.4%
<b>Totals</b>	<b>\$ 21,452,223.84</b>	<b>\$ 21,888,782.00</b>	<b>\$ (436,558.16)</b>	<b>-2.0%</b>

\*The 2025 Budget for County Sales Tax is \$21,888,782

City of Jonesboro, Arkansas  
 Combined State Turnback Report (Cash Basis)  
 2025

Historical Data

Month	2025	2024	2023	2022
January	\$ 733,915.54	\$ 703,774.94	\$ 722,130.46	\$ 725,110.11
February	\$ 641,522.03	664,698.70	659,466.69	639,323.60
March	\$ 553,014.23	575,268.79	546,400.33	546,128.55
April	\$ 630,471.98	614,740.56	644,691.01	628,690.16
May	\$ 641,728.18	656,433.52	607,380.40	633,804.95
June	\$ 665,367.15	644,692.04	646,793.33	618,379.61
July	\$ 789,494.17	775,499.47	851,313.69	880,833.40
August	\$ 623,971.66	616,409.61	609,925.44	663,025.33
September	\$ 669,444.21	644,063.82	660,774.12	647,169.88
October	\$ 627,990.83	539,555.24	645,402.15	658,112.49
November	\$ 618,914.99	604,855.02	605,648.19	651,637.64
December	\$ 611,328.91	589,908.19	623,165.05	663,991.34
<b>Totals</b>	<b>\$ 7,807,163.88</b>	<b>\$ 7,629,899.90</b>	<b>\$ 7,823,090.86</b>	<b>\$ 7,956,207.06</b>

Comparison to Previous Periods

Month	Current	Prior	\$ Variance	% Variance
January	\$ 733,915.54	\$ 703,774.94	\$ 30,140.60	4.3%
February	641,522.03	664,698.70	\$ (23,176.67)	-3.5%
March	553,014.23	575,268.79	\$ (22,254.56)	-3.9%
April	630,471.98	614,740.56	\$ 15,731.42	2.6%
May	641,728.18	656,433.52	\$ (14,705.34)	-2.2%
June	665,367.15	644,692.04	\$ 20,675.11	3.2%
July	789,494.17	775,499.47	\$ 13,994.70	1.8%
August	623,971.66	616,409.61	\$ 7,562.05	1.2%
September	669,444.21	644,063.82	\$ 25,380.39	3.9%
October	627,990.83	539,555.24	\$ 88,435.59	16.4%
November	618,914.99	604,855.02	\$ 14,059.97	2.3%
December	611,328.91	589,908.19	\$ 21,420.72	3.6%
<b>Totals</b>	<b>\$ 7,807,163.88</b>	<b>\$ 7,629,899.90</b>	<b>\$ 177,263.98</b>	<b>2.3%</b>

Comparison to Budget

Month	Actual	Budget	\$ Variance	% Variance
January	\$ 733,915.54	\$ 727,730.91	\$ 6,184.63	0.8%
February	641,522.03	653,016.97	\$ (11,494.94)	-1.8%
March	553,014.23	565,171.52	\$ (12,157.29)	-2.2%
April	630,471.98	623,608.64	\$ 6,863.34	1.1%
May	641,728.18	644,901.00	\$ (3,172.82)	-0.5%
June	665,367.15	640,162.29	\$ 25,204.86	3.9%
July	789,494.17	805,332.01	\$ (15,837.84)	-2.0%
August	623,971.66	655,844.88	\$ (31,873.22)	-4.9%
September	669,444.21	657,513.21	\$ 11,931.00	1.8%
October	627,990.83	652,505.71	\$ (24,514.88)	-3.8%
November	618,914.99	651,409.21	\$ (32,494.22)	-5.0%
December	611,328.91	648,455.63	\$ (37,126.72)	-5.7%
<b>Totals</b>	<b>\$ 7,807,163.88</b>	<b>\$ 7,925,652.00</b>	<b>\$ (118,488.12)</b>	<b>-1.5%</b>

\*The 2025 Combined Turnback Budget is \$7,925,652

City of Jonesboro, Arkansas  
 General Turnback Report (Cash Basis)  
 2025

Historical Data

Month	2025	2024	2023	2022
January	\$ 158,841.75	\$ 158,866.78	\$ 154,090.08	\$ 154,195.42
February	\$ 80,488.75	80,517.41	75,733.77	75,785.70
March	\$ 80,488.75	80,517.41	75,733.77	75,785.70
April	\$ 80,473.83	80,517.41	75,733.77	75,785.70
May	\$ 80,436.11	80,517.41	75,733.77	75,785.70
June	\$ 80,321.73	80,515.22	71,867.19	75,785.70
July	\$ 220,055.14	220,046.27	272,670.16	272,507.08
August	\$ 64,637.82	64,992.77	71,016.33	63,515.60
September	\$ 80,436.15	80,511.59	80,527.52	75,785.70
October	\$ 80,436.15	80,511.59	80,527.44	75,785.70
November	\$ 80,436.15	80,511.59	80,527.44	75,750.67
December	\$ 80,436.15	80,511.59	80,527.44	75,750.67
<b>Totals</b>	<b>\$ 1,167,488.48</b>	<b>\$ 1,168,537.04</b>	<b>\$ 1,194,688.68</b>	<b>\$ 1,172,219.34</b>

Comparison to Previous Periods

Month	Current	Prior	\$ Variance	% Variance
January	\$ 158,841.75	\$ 158,866.78	\$ (25.03)	0.0%
February	80,488.75	80,517.41	\$ (28.66)	0.0%
March	80,488.75	80,517.41	\$ (28.66)	0.0%
April	80,473.83	80,517.41	\$ (43.58)	-0.1%
May	80,436.11	80,517.41	\$ (81.30)	-0.1%
June	80,321.73	80,515.22	\$ (193.49)	-0.2%
July	220,055.14	220,046.27	\$ 8.87	0.0%
August	64,637.82	64,992.77	\$ (354.95)	-0.5%
September	80,436.15	80,511.59	\$ (75.44)	-0.1%
October	80,436.15	80,511.59	\$ (75.44)	-0.1%
November	80,436.15	80,511.59	\$ (75.44)	-0.1%
December	80,436.15	80,511.59	\$ (75.44)	-0.1%
<b>Totals</b>	<b>\$ 1,167,488.48</b>	<b>\$ 1,168,537.04</b>	<b>\$ (1,048.56)</b>	<b>-0.1%</b>

Comparison to Budget

Month	Actual	Budget	\$ Variance	% Variance
January	\$ 158,841.75	\$ 156,833.52	\$ 2,008.23	1.3%
February	80,488.75	77,146.55	\$ 3,342.20	4.3%
March	80,488.75	77,147.46	\$ 3,341.29	4.3%
April	80,473.83	74,812.40	\$ 5,661.43	7.6%
May	80,436.11	74,816.28	\$ 5,619.83	7.5%
June	80,321.73	85,008.94	\$ (4,687.21)	-5.5%
July	220,055.14	222,608.02	\$ (2,552.88)	-1.1%
August	64,637.82	84,230.10	\$ (19,592.28)	-23.3%
September	80,436.15	82,875.16	\$ (2,439.01)	-2.9%
October	80,436.15	86,729.39	\$ (6,293.24)	-7.3%
November	80,436.15	86,721.99	\$ (6,285.84)	-7.2%
December	80,436.15	86,722.18	\$ (6,286.03)	-7.2%
<b>Totals</b>	<b>\$ 1,167,488.48</b>	<b>\$ 1,195,652.00</b>	<b>\$ (28,163.52)</b>	<b>-2.4%</b>

\*The 2025 General Turnback Budget is \$1,195,652

\*January includes Property Tax Relief Distributions. July includes lending from the Budget Stabilization Trust Fund

City of Jonesboro, Arkansas  
Street Turnback Report (Cash Basis)  
2025

Historical Data

Month	2025	2024	2023	2022
January	\$ 575,073.79	\$ 544,908.16	\$ 568,040.38	\$ 570,914.69
February	\$ 561,033.28	584,181.29	583,732.92	563,537.90
March	\$ 472,525.48	494,751.38	470,666.56	470,342.85
April	\$ 549,998.15	534,223.15	568,957.24	552,904.46
May	\$ 561,292.07	575,916.11	531,646.63	558,019.25
June	\$ 585,045.42	564,176.82	574,926.14	542,593.91
July	\$ 569,439.03	555,453.20	578,643.53	608,326.32
August	\$ 559,333.84	551,416.84	538,909.11	599,509.73
September	\$ 589,008.06	563,552.23	580,246.60	571,384.18
October	\$ 547,554.68	459,043.65	564,874.71	582,326.79
November	\$ 538,478.84	524,343.43	525,120.75	575,886.97
December	\$ 530,892.76	509,396.60	542,637.61	588,240.67
<b>Totals</b>	<b>\$ 6,639,675.40</b>	<b>\$ 6,461,362.86</b>	<b>\$ 6,628,402.18</b>	<b>\$ 6,783,987.72</b>

Comparison to Previous Periods

Month	Current	Prior	\$ Variance	% Variance
January	\$ 575,073.79	\$ 544,908.16	\$ 30,165.63	5.5%
February	561,033.28	584,181.29	\$ (23,148.01)	-4.0%
March	472,525.48	494,751.38	\$ (22,225.90)	-4.5%
April	549,998.15	534,223.15	\$ 15,775.00	3.0%
May	561,292.07	575,916.11	\$ (14,624.04)	-2.5%
June	585,045.42	564,176.82	\$ 20,868.60	3.7%
July	569,439.03	555,453.20	\$ 13,985.83	2.5%
August	559,333.84	551,416.84	\$ 7,917.00	1.4%
September	589,008.06	563,552.23	\$ 25,455.83	4.5%
October	547,554.68	459,043.65	\$ 88,511.03	19.3%
November	538,478.84	524,343.43	\$ 14,135.41	2.7%
December	530,892.76	509,396.60	\$ 21,496.16	4.2%
<b>Totals</b>	<b>\$ 6,639,675.40</b>	<b>\$ 6,461,362.86</b>	<b>\$ 178,312.54</b>	<b>2.8%</b>

Comparison to Budget

Month	Actual	Budget	\$ Variance	% Variance
January	\$ 575,073.79	\$ 570,897.39	\$ 4,176.40	0.7%
February	561,033.28	575,870.42	(14,837.14)	-2.6%
March	472,525.48	488,024.06	(15,498.58)	-3.2%
April	549,998.15	548,796.25	1,201.90	0.2%
May	561,292.07	570,084.72	(8,792.65)	-1.5%
June	585,045.42	555,153.35	29,892.07	5.4%
July	569,439.03	582,724.00	(13,284.97)	-2.3%
August	559,333.84	571,614.78	(12,280.94)	-2.1%
September	589,008.06	574,638.05	14,370.01	2.5%
October	547,554.68	565,776.32	(18,221.64)	-3.2%
November	538,478.84	564,687.21	(26,208.37)	-4.6%
December	530,892.76	561,733.45	(30,840.69)	-5.5%
<b>Totals</b>	<b>\$ 6,639,675.40</b>	<b>\$ 6,730,000.00</b>	<b>\$ (90,324.60)</b>	<b>-1.3%</b>

\*The 2025 Budget for Street Turnback is \$6,730,000

City of Jonesboro, Arkansas  
 Fuel Purchases Report (Cash Basis)  
 2025

Comparison of Fuel Purchases vs. Prior Year

MONTH	Current Year Fuel	Previous Year Fuel	\$ Variance	% Variance
January	\$ 75,785.89	\$ 73,436.85	\$ 2,349.04	3.2%
February	84,985.42	105,302.55	(20,317.13)	-19.3%
March	138,188.00	127,484.17	10,703.83	8.4%
April	105,094.37	115,466.28	(10,371.91)	-9.0%
May	81,699.44	107,670.50	(25,971.06)	-24.1%
June	113,784.14	129,220.53	(15,436.39)	-11.9%
July	117,159.22	101,881.76	15,277.46	15.0%
August	131,022.84	115,582.11	15,440.73	13.4%
September	121,577.12	138,001.35	(16,424.23)	-11.9%
October	123,770.10	99,186.44	24,583.66	24.8%
November	110,020.96	130,238.26	(20,217.30)	-15.5%
December	149,808.14	89,186.82	60,621.32	68.0%
<b>YTD Total</b>	<b>\$ 1,352,895.64</b>	<b>\$ 1,332,657.62</b>	<b>\$ 20,238.02</b>	<b>1.5%</b>

Comparison of Fuel Purchases in Gallons

MONTH	Current Year Gallons	Prior Year Gallons	Variance	% Variance
January	31,817	28,737	3,080	10.7%
February	33,732	40,903	(7,170)	-17.5%
March	53,438	46,651	6,787	14.5%
April	41,993	38,301	3,693	9.6%
May	34,022	35,957	(1,936)	-5.4%
June	47,823	46,822	1,001	2.1%
July	47,606	38,218	9,388	24.6%
August	53,896	41,676	12,221	29.3%
September	48,374	51,427	(3,052)	-5.9%
October	48,415	41,006	7,410	18.1%
November	46,564	52,010	(5,446)	-10.5%
December	63,753	38,282	25,471	66.5%
<b>YTD Total</b>	<b>551,434</b>	<b>499,987</b>	<b>51,447</b>	<b>10.3%</b>

Comparison of Average Price per Gallon of Fuel Purchased

MONTH	Gasoline		Diesel	
	Current Year	Prior Year	Current Year	Prior Year
January	\$ 2.36	\$ 2.46	\$ 2.43	\$ 2.82
February	2.52	2.45	2.52	2.75
March	2.64	2.70	2.50	2.81
April	2.50	3.04	2.51	2.94
May	2.38	3.04	2.49	2.81
June	2.47	2.89	2.28	2.61
July	2.49	2.65	2.36	2.73
August	2.74	2.85	2.02	2.63
September	2.53	2.75	2.48	2.53
October	2.57	2.47	2.53	2.33
November	2.38	2.52	2.26	2.46
December	2.40	2.36	2.30	2.28
<b>YTD Average</b>	<b>\$ 2.50</b>	<b>\$ 2.68</b>	<b>\$ 2.39</b>	<b>\$ 2.64</b>

Comparison of Fuel Purchases vs. Budget

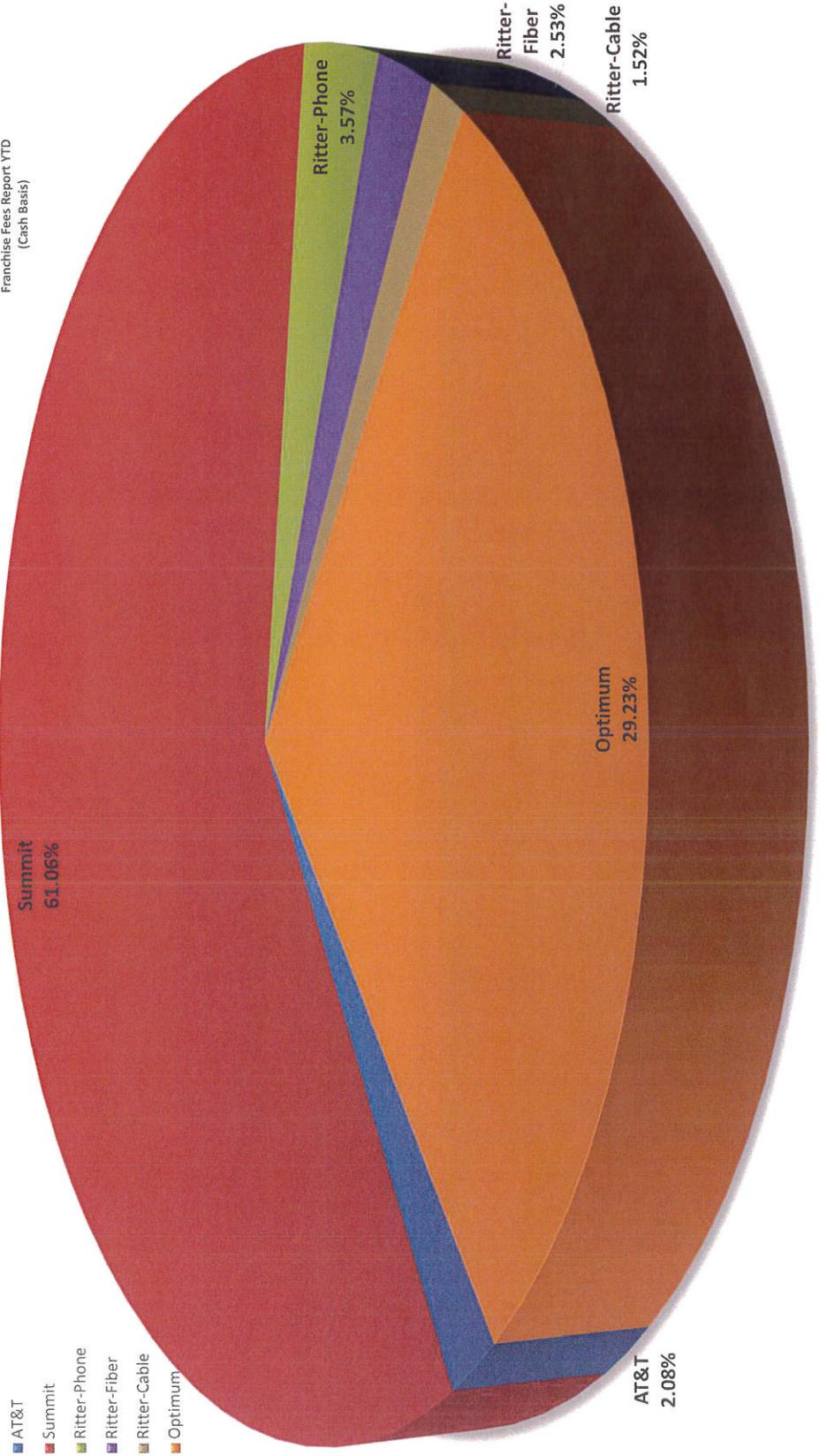
MONTH	Actual	Budget	\$ Variance	% Variance
January	\$ 75,785.89	\$ 128,908.33	\$ (53,122.44)	-41.2%
February	84,985.42	128,908.33	(43,922.91)	-34.1%
March	138,188.00	128,908.33	9,279.67	7.2%
April	105,094.37	128,908.33	(23,813.96)	-18.5%
May	81,699.44	128,908.33	(47,208.89)	-36.6%
June	113,784.14	128,908.33	(15,124.19)	-11.7%
July	117,159.22	128,908.33	(11,749.11)	-9.1%
August	131,022.84	128,908.33	2,114.51	1.6%
September	121,577.12	128,908.33	(7,331.21)	-5.7%
October	123,770.10	128,908.33	(5,138.23)	-4.0%
November	110,020.96	128,908.33	(18,887.37)	-14.7%
December	149,808.14	128,908.33	20,899.81	16.2%
<b>YTD Total</b>	<b>\$ 1,352,895.64</b>	<b>\$ 1,546,900.00</b>	<b>\$ (194,004.36)</b>	<b>-12.5%</b>

\*Timing of bulk fuel purchases may cause large comparison variances

City of Jonesboro, Arkansas  
Franchise Fee Tax Report  
YTD 2025

Months	AT&T	Summit	Ritter-Phone	Ritter-Fiber	Ritter-Cable	Optimum	All Others	Current Year Total	Prior Year Total
January	\$ 2,611.08	\$ 112,711.49	\$ 4,684.82	\$ 3,630.97	\$ 2,017.72	\$ 123,867.71	\$ 566.69	\$ 250,190.48	\$ 243,296.41
February	2,588.81	145,402.72	4,559.58	3,424.84	2,019.16	-	453.60	158,448.71	163,303.14
March	2,917.49	118,356.67	4,569.82	3,377.69	1,933.16	-	463.66	131,618.49	147,160.47
April	2,775.43	226,277.10	4,578.58	3,382.69	1,938.16	114,466.60	618.59	354,037.15	223,454.48
May	2,871.44	71,601.84	4,709.87	3,385.32	1,916.10	-	430.96	84,915.53	60,521.26
June	2,595.38	48,984.44	4,495.46	3,332.77	1,848.63	-	970.07	62,226.75	43,802.76
July	2,754.64	44,106.60	4,624.07	3,386.92	1,924.33	111,133.75	728.91	168,659.22	164,040.04
August	2,257.25	41,529.94	4,701.23	3,349.88	1,905.06	-	422.79	54,166.15	37,674.01
September	2,333.93	40,150.92	4,639.00	3,410.02	1,894.95	-	834.88	53,263.70	36,631.42
October	2,902.53	30,656.81	4,668.78	2,009.04	1,910.18	104,999.97	1,056.18	148,203.49	159,668.63
November	3,121.32	31,708.47	4,648.90	3,374.01	2,260.53	-	433.57	45,546.80	43,834.01
December	2,601.28	37,801.97	4,680.02	3,337.75	2,008.41	-	577.23	51,006.66	53,497.13
<b>Totals</b>	<b>\$ 32,330.58</b>	<b>\$ 949,288.97</b>	<b>\$ 55,560.13</b>	<b>\$ 39,401.90</b>	<b>\$ 23,576.39</b>	<b>\$ 454,468.03</b>	<b>\$ 7,657.13</b>	<b>\$ 1,562,283.13</b>	<b>\$ 1,376,883.76</b>

Franchise Fees Report YTD  
(Cash Basis)



Advertising and Promotion Funds  
 City of Jonesboro, Arkansas  
 December 2025

	Prepared Foods Fund		3% Hotel/Motel Fund		1% Hotel/Motel Fund	
	Monthly	Annual	Monthly	Annual	Monthly	Annual
Beginning Fund Balance	\$ 7,345,324	\$ 9,761,919	\$ 364,922	\$ 243,346	\$ 342,516	\$ 45,289
NET Prepared Foods	86,940	(2,549,972)	(49,041)	107,471	(250,830)	40,312
NET 3%						
NET 1%						
Event Net Activity -2025 Jonesboro Gravel			-	(51,008)		
Website Ad Sales			1,325	10,400		
Interest Earnings	16,124	236,442	858	7,855	771	6,855
Current Fund Balance	\$ 7,448,389	\$ 7,448,389	\$ 318,065	\$ 318,065	\$ 92,456	\$ 92,456

Prepared Foods Fund

	Monthly	YTD	Monthly Tax Collections			
			January	February	March	April
Revenues	\$ 572,744	\$ 6,563,046	\$ 588,535	529,880	503,652	605,061
Expenses	485,803	9,113,018				
NET	\$ 86,940	\$ (2,549,972)				
			July	August	September	October
			\$ 595,427	529,883	532,980	512,455
			November	December		
			512,455	572,744		
			<b>Total</b>	<b>\$ 3,282,496</b>		<b>\$ 6,563,046</b>

3% Hotel/Motel Fund

	Monthly	YTD	Monthly Tax Collections			
			January	February	March	April
Revenues	\$ 68,759	\$ 942,190	\$ 78,240	60,792	66,377	84,188
Expenses	117,799	834,719				
NET	\$ (49,041)	\$ 107,471				
			July	August	September	October
			\$ 73,968	87,377	77,483	79,311
			November	December		
			102,147	68,759		
			<b>Total</b>	<b>\$ 453,146</b>		<b>\$ 942,190</b>

1% Hotel/Motel Fund

	Monthly	YTD	Monthly Tax Collections			
			January	February	March	April
Revenues	\$ 22,920	\$ 314,062	\$ 26,080	20,264	22,126	28,063
Exp - JMC Soccer Turf Project	273,750	273,750				
NET	\$ (250,830)	\$ 40,312				
			July	August	September	October
			\$ 24,656	29,125	25,828	26,436
			November	December		
			34,049	22,920		
			<b>Total</b>	<b>\$ 151,049</b>		<b>\$ 314,062</b>

Monthly & YTD Comparisons

	Monthly				YTD			
	Current Yr	Prior Yr	\$ Change	% Change	Current Yr	Prior Yr	\$ Change	% Change
Prepared Foods	\$ 572,744	\$ 499,203	\$ 73,540	15%	\$ 6,563,046	\$ 6,504,280	\$ 58,765	1%
3% Hotel/Motel	68,759	73,448	(4,689)	-6%	942,190	936,513	5,678	1%
1% Hotel/Motel	22,920	24,483	(1,563)	-6%	314,062	312,406	1,656	1%

Embassy Suites 3%

	January	February	March	April	May	June	Mid-Yr Totals
TOTALS	\$ 16,168.87	\$ 15,365.13	\$ 17,777.31	\$ 21,000.92	\$ 20,400.98	\$ 20,545.54	\$ 111,258.75
	July	August	September	October	November	December	YTD Totals
TOTALS	\$ 20,287.54	\$ 21,792.49	\$ 21,965.85	\$ 21,234.51	\$ 26,307.03	\$ 20,982.93	\$ 243,829.10

**Fund 80 - Hotel/Motel 3% Fund Expenditure**

Grant Award	Description	Date	Check No.	Amount
<b>2024 Grant Awards</b>				
Martin Luther King Commission	MLK Day Parade	1/8/2025	159299	\$ 2,500
Red Wolf Foundation	Athletic Events held in Jonesboro (2024)	2/10/2025	159660	50,000
Crowley's Ridge Cruisers	Annual Car Show	2/10/2025	159580	4,000
NEA Baptist Charitable Foundation	Annual Duck Classic	2/10/2025	159644	10,000
<b>2025 Grant Awards</b>				
Miss Greater Jbr Scholarship Org	Scholarship Pageant	1/8/2025	159300	\$ 2,500
ASU Club Softball	Softball Tournaments and Camps	2/10/2025	159543	10,000
Jets Aquatic Club	Spring Swim Clinic	2/10/2025	159620	25,000
Jonesboro Firefighters Local 3718	Firefighters L3718 Pickle Ball Tournament	2/10/2025	159624	1,000
Delta Symphony Orchestra	Annual Program Support-Quarterly	\$3,750 @ 4	Various	15,000
The Foundation of Arts	Annual Program Support-Quarterly	\$15,000 @ 4	Various	60,000
Downtown Jonesboro Alliance	Annual Program Support-Quarterly	\$6,250 @ 4	Various	25,000
Hispanic Community Services	Annual Program Support-Quarterly	\$3,000 @ 4	Various	12,000
Phi Beta Sigma (Alumni Chapter)	PBS/Zeta Phi Beta State Meeting	3/10/2025	160029	2,500
Disc Side of Heaven	The Jonesboro Open - Disc Golf Pro Tour	3/10/2025	159980	10,000
Jonesboro Business Association	Jonesboro Crawfish Festival	3/24/2025	160211	2,500
Jonesboro University Heights Lions Club	Pickle Ball Tournament	3/24/2025	160301	1,000
Northside Jonesboro Reunion	2025 Reunion	3/24/2025	160243	2,500
Missouri Arkansas Kiwanis International	2025 Conference	3/24/2025	160231	500
Arkansas Interscholastic Cycling League	NICA Arkansas Regional Race	3/24/2025	160110	15,000
KLEK The Voice of Ark. Minority Adv. Council	Juneteenth Celebration	6/9/2025	161441	7,500
Mayor's Youth Advancement Council	Donation	6/11/2025	Transfer	500
Friends of the Library	NEA Game Fest	9/8/2025	162742	1,000
United Way	Battling for a Better Tomorrow	9/22/2025	163087	5,000
Natl Golf Foundation Consulting Inc	Golf Course Feasibility Study	9/22/2025	163014	8,000
AR Association of CVBs	Void O/S Ck issued 7/22/2015	10/3/2025	Void 84305	(250)
Red Wolf Renaissance Fair	Red Wolf Renaissance Fair	10/8/2025	163302	2,500
ASU Historic Dyess Colony & Johnny Cash	Sunken Lands Songwriting Circle	11/10/2025	163667	5,000
Christmas Attractions LLC	Christmas at the Park	11/10/2025	163694	15,000
Downtown Jonesboro Alliance	JoyFest	11/10/2025	163724	12,000
Parish Outdoors (DNW)	Regional Duck Call Contest	11/24/2025	164022	2,500
Jonesboro City Stars Booster Club	2025 Youth Sports League and Tournaments	11/24/2025	163991	35,000
Jonesboro City Stars Booster Club	2025 Jonesboro Christmas Parade	12/8/2025	164180	500
Downtown Jonesboro BBQ Fest	Annual BBQ Fest	12/31/2025	Transfer	100,000
Jonesboro Police DARE	Dare To Be A Champion	12/31/2025	Transfer	5,000

**Total Grant Award Expense \$ 450,250**

**Administrative Expense**

Payee	Description	Date	Check No.	Amount
Christy Appleton	Administrative	YTD	Check	\$ 12,000
Craig Rickert	Salary+Stipend Expense (50%)	YTD	ACH	58,500
US Gov. & State of Arkansas	FICA (Employer) & Unemployment Taxes	YTD	ACH	4,615
Young Investments	Office Space	YTD	Check	3,900
Travel & Exp Reimb	Detail Available Upon Request	YTD	Check	6,173
Insurance & Licenses	Detail Available Upon Request	YTD	Check	720
Professional Services	Detail Available Upon Request	YTD	Check	30,928
Advertising & Promotion	Detail Available Upon Request	YTD	Check	7,807
Supplies	Detail Available Upon Request	YTD	Check	27
Office Supplies	Detail Available Upon Request	YTD	Check	47
Website Hosting/Maint & Design	Detail Available Upon Request	YTD	Check	21,312
A&P Misc Event Sponsorship	Detail Available Upon Request	YTD	Check	2,027

**Total Administrative Expense \$ 148,057**

**Other**

Payee	Description	Date	Check No.	Amount
JHP/Embassy Suites	2024 Reimbursements (Q4)	1/22/2025	159417	\$ 61,108
JHP/Embassy Suites	2025 Reimbursements (Q1, Q2, Q3)	YTD	Check	175,305

**Total Other Expense \$ 236,413**

**Total 3% H/M Expense \$ 834,719**

**Fund 82 - Prepared Foods Fund Expenditure**

Payee	Description	Date	Check No.	Amount
<b>Ridge Athletics Center</b>				
<b>Professional Services</b>				
Victus Advisors	Feasibility Study	1/8/2025	159292	\$ 16,633
Associated Engineering LLC	Survey	YTD	Check	5,623
Waddell Cole & Jones PA	Legal Services	YTD	Check	25,478
Crafton Tull & Associates	Design Services	YTD	Check	80,941
Sports Facilities Advisory LLC	Facility Advisory Services	YTD	Check	343,747
Eastern Sports Management LLC	Cann, Brian Travel	YTD	Check	2,144
Artents	Sports Complex Groundbreaking Event	3/24/2025	160112	1,553
City of Jonesboro	Quarterly Services Fee	YTD	Transfer	30,000

**Total Professional Services \$ 506,119**

**Lease Activities**

Payee	Description	Date	Check No.	Amount
JPF Bond Trustee (Centennial Bank)	Prepaid Debt Service Reserve	4/11/2025	Transfer	\$ 4,733,643
Jonesboro Public Facilities	Monthly Lease	YTD	ACH	3,800,000

**Total Lease Activities \$ 8,533,643**

**Total Ridge Athletics Center Expense \$ 9,039,762**

**Administrative Expense**

Payee	Description	Date	Check No.	Amount
Craig Rickert	Salary+Stipend Expense (50%)	YTD	ACH	\$ 58,500
US Gov. & State of Arkansas	FICA (Employer) & Unemployment Taxes	YTD	ACH	4,475
Travel & Exp Reimb	Detail Available Upon Request	YTD	Check	6,123
Advertising & Promotion	Detail Available Upon Request	YTD	Check	226
Supplies/Meeting	Detail Available Upon Request	YTD	Check	717
Dues & Subscriptions	Detail Available Upon Request	YTD	Check	3,214

**Total Administrative Expense \$ 73,256**

**Total Prepared Foods Expense \$ 9,113,018**

Fund 80 - Hotel/Motel 3% Fund Event Current Year Activities

2025 Jonesboro Gravel

Expense

Payee	Description	Date	Check No.	Amount
Art Advertising, Inc	Printed Material- 500 Flyers	5/8/2025	Mesh Card	130
All Sports Productions Inc	Year 1 Support	5/8/2025	160836	50,000
Arrow Screen Printing	Promotional t-shirts for Skirmish	6/9/2025	Mesh Card	101
ASU FNB Arena	Rental FNB Arena-Award Ceremony	7/8/2025	Mesh Card	69
Peregrine Corporation	Promotional give-aways for Skirmish	8/22/2025	162618	656
Target	Storage bins-Ridge and Skirmish giveaways	10/8/2025	Mesh Card	52
<b>Total Event Expense</b>				<b>\$ 51,008</b>
<b>2025 Jonesboro Gravel Net Activities</b>				<b>\$ (51,008)</b>

City of Jonesboro, Arkansas  
 Alcoholic Beverage Tax Comparison To Prior Year  
 December 2025

	January	February	March	April	May	June	July	August	September	October	November	December	YTD Totals
TOTALS	\$ 63,917.48	\$ 52,519.46	\$ 57,409.05	\$ 63,261.68	\$ 57,934.86	\$ 49,794.36	\$ 65,565.86	\$ 54,839.05	\$ 58,014.76	\$ 60,882.82	\$ 57,423.06	\$ 57,022.80	\$ 698,585.24

	Current Yr Month	Prior Yr Month	\$ Variance	% Variance
TOTALS	\$ 57,022.80	\$ 59,616.02	\$ (2,593.22)	-4.3%

	YTD Current Year	YTD Previous Year	\$ Variance	% Variance
TOTALS	\$ 698,585.24	\$ 723,422.31	\$ (24,837.07)	-3.4%

## Fixed Assets

### Monthly Asset Report - December 2025

Asset	Purchased	Dept	Description	Orig Cost
01-102-1562	12-22-2025	03Fire	Computer Laptop Lenovo 15.6 inch as per quote less \$2,000.00 Ann	5,070.00
01-102-1563	12-30-2025	03Fire	Seek AttackPro VRS Thermal Camera	4,264.00
01-102-1564	12-30-2025	03Fire	Seek AttackPro VRS Thermal Camera	4,264.00
01-102-1565	12-30-2025	03Fire	Seek AttackPro VRS Thermal Camera	4,264.00
01-102-1566	12-30-2025	03Fire	Seek AttackPro VRS Thermal Camera	4,254.00
			Fire	22,116.00
02-100-1515	12-22-2025	50Street	Excavator 2025 CAT 326 w/mowing attachments	301,229.54
			Street	301,229.54
02-101-1351	12-22-2025	51Eng	Do Not Enter When Flashing Beacon System as per quote provided -	5,046.34
			Engineering	5,046.34
06-100-2046	12-22-2025	70E911	Radio Console Motorola MCC 7500 E & APX consolette - Sourcewel	97,650.00
			E-911	97,650.00
05-100-2947	12-08-2025	80Park	Fuel Tank 300 G DW White - CFP	3,375.15
05-100-2948	12-08-2025	80Park	Fuel Tank 300 G DW White - CFP	3,375.15
05-100-2949	12-08-2025	80Park	Fuel Tank 300 G DW White - Shooting Ran	3,377.70
05-100-2950	12-08-2025	80Park	Fuel Tank 300 G DW White - Shooting Ran	3,377.70
			Parks - Administration	13,505.70
Totals				439,547.58

**Non-Uniform 401(a) Defined Contribution & 457(b) Retirement Savings Plans - Fund 21**

**Changes in Position  
2025 Year to Date**

Activity	January	February	March	April	May	June	Mid-Year
<b>Beginning Balance</b>	<b>\$7,528,207.34</b>	<b>\$7,620,154.95</b>	<b>\$7,621,118.25</b>	<b>\$7,475,320.91</b>	<b>\$7,518,657.53</b>	<b>\$7,828,559.96</b>	<b>\$7,528,207.34</b>
<b>Additions:</b>							
Employer Contributions	32,841.94	47,332.71	31,255.48	31,074.39	30,764.11	30,277.50	203,546.13
Employee Contributions	39,160.94	56,999.01	37,844.14	37,947.01	37,638.59	37,129.86	246,719.55
Other Additions	(6,283.76)	8,291.91	9,004.45	9,692.33	8,742.70	15,386.93	44,834.56
<b>Total Additions</b>	<b>65,719.12</b>	<b>112,623.63</b>	<b>78,104.07</b>	<b>78,713.73</b>	<b>77,145.40</b>	<b>82,794.29</b>	<b>495,100.24</b>
<b>Deductions:</b>							
Plan Distributions	178,509.29	86,544.87	8,057.06	57,832.59	56,821.85	20,907.11	408,672.77
Administrative Expenses	10,767.59	2,858.60	3,224.30	10,420.26	2,349.57	3,030.40	32,650.72
Other Deductions	-	-	-	-	-	-	-
<b>Total Deductions</b>	<b>189,276.88</b>	<b>89,403.47</b>	<b>11,281.36</b>	<b>68,252.85</b>	<b>59,171.42</b>	<b>23,937.51</b>	<b>441,323.49</b>
<b>Adjustments:</b>							
Unrealized Investment Gain(Loss)	215,505.37	(22,256.86)	(212,620.05)	32,875.74	291,928.45	262,572.91	568,005.56
Other Adjustments	-	-	-	-	-	-	-
<b>Total Adjustments</b>	<b>215,505.37</b>	<b>(22,256.86)</b>	<b>(212,620.05)</b>	<b>32,875.74</b>	<b>291,928.45</b>	<b>262,572.91</b>	<b>568,005.56</b>
<b>Ending Balance</b>	<b>7,620,154.95</b>	<b>\$7,621,118.25</b>	<b>\$7,475,320.91</b>	<b>\$7,518,657.53</b>	<b>\$7,828,559.96</b>	<b>\$8,149,989.65</b>	<b>8,149,989.65</b>

Activity	July	August	September	October	November	December	Y-T-D
<b>Beginning Balance</b>	<b>\$8,149,989.65</b>	<b>\$8,168,248.18</b>	<b>\$8,457,348.44</b>	<b>\$8,662,865.80</b>	<b>\$8,775,097.52</b>	<b>\$8,857,340.49</b>	<b>\$7,528,207.34</b>
<b>Additions:</b>							
Employer Contributions	29,973.68	44,774.36	29,835.62	29,898.15	35,511.24	28,986.92	402,526.10
Employee Contributions	37,081.82	55,639.07	37,086.40	37,098.76	43,676.93	35,988.28	493,290.81
Other Additions	15,537.62	12,432.23	31,224.65	22,721.65	13,859.94	352,883.81	493,494.46
<b>Total Additions</b>	<b>82,593.12</b>	<b>112,845.66</b>	<b>98,146.67</b>	<b>89,718.56</b>	<b>93,048.11</b>	<b>417,859.01</b>	<b>1,389,311.37</b>
<b>Deductions:</b>							
Plan Distributions	75,125.99	5,279.21	86,115.22	70,190.39	9,862.92	66,307.56	721,554.06
Administrative Expenses	12,011.52	2,539.22	2,279.35	9,195.91	4,101.81	2,246.29	65,024.82
Other Deductions	3,537.44	3,542.00	-	-	-	-	7,079.44
<b>Total Deductions</b>	<b>90,674.95</b>	<b>11,360.43</b>	<b>88,394.57</b>	<b>79,386.30</b>	<b>13,964.73</b>	<b>68,553.85</b>	<b>793,658.32</b>
<b>Adjustments:</b>							
Unrealized Investment Gain(Loss)	26,340.36	187,615.03	195,765.26	101,899.46	3,159.59	(308,719.47)	774,065.79
Other Adjustments	-	-	-	-	-	-	-
<b>Total Adjustments</b>	<b>26,340.36</b>	<b>187,615.03</b>	<b>195,765.26</b>	<b>101,899.46</b>	<b>3,159.59</b>	<b>(308,719.47)</b>	<b>774,065.79</b>
<b>Ending Balance</b>	<b>8,168,248.18</b>	<b>\$8,457,348.44</b>	<b>\$8,662,865.80</b>	<b>\$8,775,097.52</b>	<b>\$8,857,340.49</b>	<b>\$8,897,926.18</b>	<b>\$8,897,926.18</b>

\*Effective September 2024, the 457(b) plan is now accounted for in Fund 21 reflecting the total defined contribution & retirement savings plans for Non-Uniform emp.

\*The assigned Trustee is First Security Bank. The recordkeeper is Milliman, Inc.

**Non-Uniform Pension Account  
Changes in Position  
2025 Year to Date**

Activity	January	February	March	April	May	June	Mid-Year
<b>Beginning Balance</b>	<b>\$10,627,421.56</b>	<b>\$10,825,480.72</b>	<b>\$10,843,492.15</b>	<b>\$10,565,201.74</b>	<b>\$10,539,479.26</b>	<b>\$10,769,606.30</b>	<b>\$10,627,421.56</b>
<b>Additions:</b>							
Employer Contributions	-	-	-	-	-	-	-
Other Additions	2,838.33	2,458.15	2,134.37	1,676.01	1,466.60	2,221.09	12,794.55
<b>Total Additions</b>	<b>2,838.33</b>	<b>2,458.15</b>	<b>2,134.37</b>	<b>1,676.01</b>	<b>1,466.60</b>	<b>2,221.09</b>	<b>12,794.55</b>
<b>Deductions:</b>							
Pension Benefits	42,928.50	46,885.44	44,963.94	44,963.94	45,573.29	45,348.56	270,663.67
Administrative Expenses	4,189.96	993.54	994.47	2,082.37	3,079.08	1,593.44	12,932.86
Other Deductions	-	-	-	-	-	-	-
<b>Total Deductions</b>	<b>47,118.46</b>	<b>47,878.98</b>	<b>45,958.41</b>	<b>47,046.31</b>	<b>48,652.37</b>	<b>46,942.00</b>	<b>283,596.53</b>
<b>Adjustments:</b>							
Unrealized Investment Gain(Loss)	242,339.29	63,432.26	(234,466.37)	19,647.82	277,312.81	306,384.10	674,649.91
Other Adjustments	-	-	-	-	-	-	-
<b>Total Adjustments</b>	<b>242,339.29</b>	<b>63,432.26</b>	<b>(234,466.37)</b>	<b>19,647.82</b>	<b>277,312.81</b>	<b>306,384.10</b>	<b>674,649.91</b>
<b>Ending Balance</b>	<b>\$10,825,480.72</b>	<b>\$10,843,492.15</b>	<b>\$10,565,201.74</b>	<b>\$10,539,479.26</b>	<b>\$10,769,606.30</b>	<b>\$11,031,269.49</b>	<b>\$11,031,269.49</b>

Activity	July	August	September	October	November	December	Y-T-D
<b>Beginning Balance</b>	<b>\$11,031,269.49</b>	<b>\$11,038,140.78</b>	<b>\$11,193,319.50</b>	<b>\$11,339,844.31</b>	<b>\$11,361,032.81</b>	<b>\$11,411,776.25</b>	<b>\$10,627,421.56</b>
<b>Additions:</b>							
Employer Contributions	-	-	-	-	-	-	-
Other Additions	2,696.95	2,949.67	2,249.36	1,670.86	1,840.63	2,435.73	26,637.75
<b>Total Additions</b>	<b>2,696.95</b>	<b>2,949.67</b>	<b>2,249.36</b>	<b>1,670.86</b>	<b>1,840.63</b>	<b>2,435.73</b>	<b>26,637.75</b>
<b>Deductions:</b>							
Pension Benefits	45,348.56	45,348.56	45,587.37	44,964.00	44,964.00	44,585.16	541,461.32
Administrative Expenses	4,251.51	993.36	993.26	4,351.33	993.10	993.49	25,508.91
Other Deductions	-	-	-	-	-	-	-
<b>Total Deductions</b>	<b>49,600.07</b>	<b>46,341.92</b>	<b>46,580.63</b>	<b>49,315.33</b>	<b>45,957.10</b>	<b>45,578.65</b>	<b>566,970.23</b>
<b>Adjustments:</b>							
Unrealized Investment Gain(Loss)	53,774.41	198,570.97	190,856.08	68,832.97	94,859.91	25,791.48	1,307,335.73
Other Adjustments	-	-	-	-	-	-	-
<b>Total Adjustments</b>	<b>53,774.41</b>	<b>198,570.97</b>	<b>190,856.08</b>	<b>68,832.97</b>	<b>94,859.91</b>	<b>25,791.48</b>	<b>1,307,335.73</b>
<b>Ending Balance</b>	<b>\$11,038,140.78</b>	<b>\$11,193,319.50</b>	<b>\$11,339,844.31</b>	<b>\$11,361,032.81</b>	<b>\$11,411,776.25</b>	<b>\$11,394,424.81</b>	<b>\$11,394,424.81</b>

\*The Non-Uniform pension account is the old pension plan. Funds are managed by PRINCIPAL & STEPHENS.

City of Jonesboro  
 ARPA Restricted Revenue Replacement Fund Schedule  
 December 2025

Schedule of Appropriation	Amount	Activity
Funding		
2024 Carryover Funding	8,627,165	

Project	Appropriation	2025	Total Activity	Open PO Remaining	Remaining Amount
Demolition of 100 W. Washington	3,250,000	3,297,344	3,297,344	-	(47,344)
Mosquito Abatement	139,604		-	-	139,604
Aquatic Feature - Ridge Athletics Center	3,200,000		-	-	3,200,000
Humanitarian	500,000	330,003	330,003	169,997	-
Comprehensive Growth Plan	855,000	121,195	121,195	734,649	(844)
Bldg Code Review & Permitting Assessment Study	99,840	5,870	5,870	93,970	-
<b>Total</b>	<b>8,044,444</b>	<b>3,754,412</b>	<b>3,754,412</b>	<b>998,616</b>	<b>3,291,416</b>

<b>Unappropriated Funding</b>	<b>582,721</b>
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Schedule of ARPA Replacement Restricted Fund Availability

ARPA Revenue Replacement Carryforward Funding	8,627,165
ARPA Revenue Replacement Appropriations	8,044,444
<b>Unappropriated ARPA Revenue Replacement Funds</b>	<b>582,721</b>
ARPA Revenue Replacement Appropriations	8,044,444
ARPA Revenue Replacement Expenditures	3,754,412
ARPA Revenue Replacement Open PO Remaining	998,616
<b>Unexpended ARPA Revenue Replacement Appropriations</b>	<b>3,291,416</b>
Unappropriated ARPA Revenue Replacement Funds	582,721
Unexpended ARPA Revenue Replacement Appropriations	3,291,416
<b>Fund Balance</b>	<b>3,874,137</b>

City of Jonesboro  
 Schedule of Capital Improvement Projects  
 December 2025

Capital Improvement Detail by Project

Department	Description	2024 Carryover	Remaining Grant/ Other	2025 Budget	Bud Amend, Contr Appr, Sch Adj	Project Funding Reapprop	Revenue/ Donation	Total Funding	2025 Activity	Open PO Remaining	\$ Remaining
<b>General Fund Supported Projects</b>											
Grants	University Heights Trail	1,709,908	316,000					2,025,908	30,103	31,862	1,963,943
	Downtown to A-State	976,438			38,201			1,014,639	639,798	53,230	321,611
	Johnson Lighting/N. Main Pedestrian	-	3,380,133		1,272,811			4,652,944	21,058	125,042	4,506,844
Parks Admin	Parks Master Plan	1,357,453		300,000		(146,520)		1,510,933	922	11,393	1,498,618
	Plan Implementation-Vehicles					146,520					
	Parks Security Camera Upgrade	31,745						31,745	3,388		28,357
Softball	Field 10 Flip	2,172						2,172	10,082		(7,910)
Urban Parks	Various Park Improvements	14,590	301,030	300,000		(122,000)		493,620	326,723	20,688	146,209
	New Park (Pocket/Neighborhood)	32,691		300,000				332,691	310,672	8,125	13,894
	Dog Park & Other	-						-			-
	Northeast Park	-	1,000,000		1,129,675		100,000	2,229,675	624,296	51,838	1,553,542
CFP	Walking Trail Lights	144,000			28,000	23,748		195,748	252,699		(56,951)
	50 Spot Parking Lot	381,574						381,574			381,574
	Overlay Back Half of Loop Road	167,385						167,385			167,385
	Trail Spur from Entrance	23,748				(23,748)		-			-
JMC	Soccer Field Imp/Artificial Turf	116,105						116,105	107,701		8,404
	Concession Siding	29,100						29,100		33,812	(4,712)
Admin	Welcome Signs	12,309						12,309			12,309
Comm Ctr	Winter Wonderland	22,253				122,000		144,253	90,500	49,500	4,253
	Allen Park Playground	514,823	183,922					698,745	620,830		77,915
	Parker Park Pool	24,970						24,970	21,998		2,972
SSC	Shooting Range (All)	167,661						167,661	33,634	160,026	(25,999)
	<b>Total General Fund Projects</b>	<b>\$5,728,925</b>	<b>\$5,181,085</b>	<b>\$900,000</b>	<b>\$2,468,687</b>	<b>\$0</b>	<b>\$100,000</b>	<b>\$14,232,177</b>	<b>\$3,094,405</b>	<b>\$545,515</b>	<b>\$10,592,257</b>
<b>Street Fund Supported Projects</b>											
Engineering	Misc. Drainage Projects	-		500,000				500,000	464,239	1,688	34,073
	NEA Development (NEAIDC)	-		171,250				171,250	171,250		-
	Misc Street Projects	36,775		500,000				536,775	566,269	30,480	(59,974)
	Sidewalks/Misc Concrete	-		500,000				500,000	582,483		(82,483)
	Cway/Prkr/Fox Mead-ROW/Util	28,324						28,324	30,774	3,940	(6,390)
	Railroad Maintenance	-		400,000				400,000	383,701	14,313	1,986
	Railroad Crossing Study & Match	-	136,568		136,568			273,137		136,568	136,568
	AHTD100657 MLK Ext- 100% Reimb	38,000	996,782					1,034,782	14,181	1,032,601	(12,000)
	AHTD100881 Hwy 1-B Widening	51,545						51,545	13,368		38,177
	AHTD100879 49/I555-49/Parker	47,741						47,741	3,617		44,124
	AHTD101247 49/Christ Valley Int Imp				575,000			575,000	5,000		570,000
	Street Overlays	324,486		1,000,000				1,324,486	767,611	491,070	65,805
	<b>Total Street Fund Projects</b>	<b>\$526,871</b>	<b>\$1,133,350</b>	<b>\$3,071,250</b>	<b>\$711,568</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,443,040</b>	<b>\$3,002,493</b>	<b>\$1,710,660</b>	<b>\$729,886</b>
<b>Total Capital Improvement Projects</b>		<b>\$6,255,796</b>	<b>\$6,314,435</b>	<b>\$3,971,250</b>	<b>\$3,180,255</b>	<b>\$0</b>	<b>\$100,000</b>	<b>\$19,675,216</b>	<b>\$6,096,898</b>	<b>\$2,256,175</b>	<b>\$11,322,143</b>

City of Jonesboro  
 Schedule of Capital Improvement Revenue Bond Series 2025  
 December 2025

Schedule of Bond Issuance in 2025	
Funding	Amount
Par Amount	17,595,000.00
Plus: Reoffering Premium	169,648.70
Less: Underwriter's Discount	(112,608.00)
Less: Bond Insurance Premium to Assured Guaranty	(85,870.86)
Less: Rating Fee to Assured Guaranty	(19,985.00)
Less: Surety to Assured Guaranty	(13,481.76)
<b>Net Bond Proceeds</b>	<b>17,532,703.08</b>
Issuance Costs	Amount
Bond Counsel: Friday, Eldredge & Clark	64,000.00
Financial Advisor: Crews & Associates	47,095.00
Publication Costs: Jonesboro Sun	3,050.00
Trustee Origination & 2025 Annual Fee: FSB	1,200.00
<b>Total Issuance Costs</b>	<b>115,345.00</b>
<b>Net Project Fund Proceeds from Issuance in 2025</b>	<b>17,417,358.08</b>

Schedule of Revenue & Expenses since Issuance		Activity			
Revenue					
		2025	Total		
Interest Earned		258,362.92	258,362.92		
<b>Total Revenue Contributing to Project Funding</b>		<b>258,362.92</b>	<b>258,362.92</b>		
Expenses					
Project	Appropriation	2025	Total	Open PO	Remaining
E-911/Public Safety Center	5,500,000.00	178,840.96	178,840.96	193,860.04	5,127,299.00
Caraway Rd Expansion	5,500,000.00		-	104,860.00	5,395,140.00
Pedestrian & Trail Connections	5,000,000.00				5,000,000.00
Jefferson Sidepath		464,598.07	464,598.07	-	(464,598.07)
Johnson Sidepath		98,669.00	98,669.00	85,211.00	(183,880.00)
Prospect/Elizabeth Sidepath			-	182,365.00	(182,365.00)
Total Pedestrian & Trail Connections	5,000,000.00	563,267.07	563,267.07	267,576.00	4,169,156.93
<b>Total Project</b>	<b>16,000,000.00</b>	<b>742,108.03</b>	<b>742,108.03</b>	<b>566,296.04</b>	<b>14,691,595.93</b>
Bond Issuance Professional Services		347,915.62	347,915.62		
<b>Total Project Appropriation &amp; Expenses</b>	<b>16,000,000.00</b>	<b>1,090,023.65</b>	<b>1,090,023.65</b>	<b>566,296.04</b>	<b>14,691,595.93</b>
<b>Available Funding (Addnl projects/Inc cost support)</b>	<b>1,675,721.00</b>				

Sch of Bond Debt Service Activities since Issuance	Annual Commitment	2025	Total
Franchise Fee Transfer from General Fund		573,549.78	573,549.78
<b>Total Funding</b>		<b>573,549.78</b>	<b>573,549.78</b>
Interest Expense - Due annually (August)	900,599.60	-	-
Principal Reduction - Due annually (August)	245,000.00	-	-
Trustee Fee \$1,500 Annual (Paid Monthly)	1,500.00	625.00	625.00
<b>Total Expenditure</b>	<b>1,147,099.60</b>	<b>625.00</b>	<b>625.00</b>
<b>Bond Debt Service Net Activity</b>		<b>572,924.78</b>	<b>572,924.78</b>

<b>Remaining Annual Commitment Completion @ \$95,591.63 Monthly</b>	<b>574,174.82</b>
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City of Jonesboro  
Schedule of Depreciation Fund  
December 2025

Overview

	General	Street	Combined
Beginning Fund Balance	\$ 63,646	\$ 339,472	\$ 403,118
2024 Approp/25 Depr Fund	3,315,872	651,201	3,967,073
Current Yr Receipts	1,078,626	-	1,078,626
Current Yr Expenditures	(2,924,726)	(799,376)	(3,724,103)
Encumbered	(2,456,855)	-	(2,456,855)
<b>2025 Depr Fund Balance</b>	<b>\$ (923,437)</b>	<b>\$ 191,297</b>	<b>\$ (732,140)</b>

Depreciation Detail by Department

Description	Beginning Balance	2024 Appropriation	2025 Depr Fund	2025 YTD Receipts	2025 YTD Expense	2025 YTD Net Activity	2025 Depr Fund \$ Remaining	Encumbered	2025 Depr Fund \$ Available
<b>General Fund</b>									
Police	\$ 63,646	\$ 1,532,700	\$ 1,596,346	\$ 98,701	\$ 1,682,257	\$ (1,583,556)	\$ 12,790	\$ 25,989	\$ (13,199)
Fire	-	690,493	690,493	600,000	64,656	535,344	\$ 1,225,837	2,419,767	(1,193,930)
Inspections	-	-	-	-	-	-	\$ -	-	-
Animal Services	-	48,034	48,034	-	49,309	(49,309)	\$ (1,275)	-	(1,275)
Planning	-	-	-	-	-	-	\$ -	-	-
Building Maintenance	-	-	-	-	-	-	\$ -	-	-
Code Enforcement	-	79,014	79,014	-	40,514	(40,514)	38,500	-	38,500
Sanitation - Administration	-	-	-	-	-	-	-	-	-
Sanitation - Incinerator	-	-	-	-	-	-	-	-	-
Sanitation - Residential	-	538,821	538,821	219,456	693,799	(474,343)	64,478	-	64,478
Sanitation - Recycling	-	-	-	-	-	-	-	-	-
Parks - Administration	-	-	-	-	-	-	-	-	-
Parks - Southside	-	80,218	80,218	-	73,405	(73,405)	6,813	-	6,813
Parks - Urban Parks	-	125,133	125,133	-	114,700	(114,700)	10,433	11,099	(666)
Parks - Craighead Forest Park	-	64,675	64,675	-	61,582	(61,582)	3,093	-	3,093
Parks - Joe Mack Campbell Park	-	77,530	77,530	-	73,803	(73,803)	3,727	-	3,727
Parks - Miracle League	-	-	-	-	-	-	-	-	-
Parks - Community Centers	-	-	-	-	-	-	-	-	-
Parks - Shooting Complex	-	4,000	4,000	-	2,042	(2,042)	1,958	-	1,958
Parks - Sports Programs	-	35,648	35,648	-	30,691	(30,691)	4,957	-	4,957
Admin - Assignment	-	39,606	39,606	-	37,969	(37,969)	1,637	-	1,637
Insurance Claim Loss Replcmnt	-	-	-	-	-	-	-	-	-
Depr Fund Revenue	-	-	-	160,469	-	160,469	160,469	-	160,469
<b>Total General Fund</b>	<b>\$ 63,646</b>	<b>\$ 3,315,872</b>	<b>\$ 3,379,518</b>	<b>\$ 1,078,626</b>	<b>\$ 2,924,726</b>	<b>\$ (1,846,101)</b>	<b>\$ 1,533,418</b>	<b>\$ 2,456,855</b>	<b>\$ (923,437)</b>
<b>Street Fund</b>									
Street	\$ 339,472	\$ 611,694	\$ 951,166	-	\$ 799,376	\$ (799,376)	\$ 151,790	\$ -	\$ 151,790
Street-Engineering	-	39,507	39,507	-	-	-	39,507	-	39,507
<b>Total Street Fund</b>	<b>\$ 339,472</b>	<b>\$ 651,201</b>	<b>\$ 990,673</b>	<b>\$ -</b>	<b>\$ 799,376</b>	<b>\$ (799,376)</b>	<b>\$ 191,297</b>	<b>\$ -</b>	<b>\$ 191,297</b>
<b>Total Depreciation Fund</b>	<b>\$ 403,118</b>	<b>\$ 3,967,073</b>	<b>\$ 4,370,191</b>	<b>\$ 1,078,626</b>	<b>\$ 3,724,103</b>	<b>\$ (2,645,477)</b>	<b>\$ 1,724,715</b>	<b>\$ 2,456,855</b>	<b>\$ (732,140)</b>

Name	Application Date	Status	Customer #	License Type	Location	Contact Address	City	State	Zip Code	Phone	Email
Absolute Technology Solutions LLC	12/2/2025	Active	25105	Adv-Poster/Painter/Neon/Magnetic/Signs	Outside Jonesboro	418 Lake Lamond Rd	Longview TX		75604	(903) 807-0303	daniel@getabsolutel.com
American Consumer Financial Services of AR, LLC	12/5/2025	Active	25111	Loan/Real Estate/Auto	1306 S Caraway Rd	dba LoanMax 3440 Preston Ridge Road #500	Alpharetta GA		30005	(678) 823-4700	bethenod@selectingmt.com
Big Daddy's Meat & More	12/15/2025	Active	25117	Inventory Based Businesses	444 Southwest Dr	444 Southwest Drive	Jonesboro AR		72401	(870) 897-8910	maddiechavers1@gmail.com
Bluff Signs	12/4/2025	TF	25110	Sub-Contractor	Outside Jonesboro	4005 S Westwood Blvd	Poplar Bluff MO		63901	(573) 785-8040	billing@bluffsigns.com
Brooke Morgan LCSW LLC	12/8/2025	Active	25113	Counseling Service	319 S Church St #101	45 CR 781	Jonesboro AR		72401	(870) 926-1124	brookemorganksw@gmail.com
Dollar Tree #08837	12/17/2025	Active	25123	Inventory Based Businesses	3601 E Johnson	Attn: Licensing 500 Volvo Parkway	Chesapeake VA		23320	(757) 321-5000	ar-licensing@dollartree.com
ecoATM, LLC	12/11/2025	Partial	25115	Miscellaneous Occupation	316 E Johnson Ave	8525 Camino Santa Fe Street	San Diego CA		92121	(858) 766-7250	brian.spears@ecoatm.com
Got Jaded	12/3/2025	Active	25108	Beauty & Barber Shops-Salons	1849 E Highland Dr	106 Redwood Dr	Bono AR		72416	(870) 243-8415	l_wila23@yahoo.com
Greater Beginnings	12/3/2025	Renewal	25106	Kindergarten/Nursery	1220 Stone	4217 Teri Dawn Cove	Jonesboro AR		72405	(662) 519-3472	katricestrickland@gmail.com
Growing Patch	12/11/2025	Active	25116	Kindergarten/Nursery	2905 Turtle Creek Cove	2905 Turtle Creek Cove	Jonesboro AR		72404	(870) 974-3828	mz_io51269@yahoo.com
J & B's Twisted BBQ	12/5/2025	Renewal	25112	Delicatessen-Take out	3711 E. Nettleton Ave.	1515 Aggie Road #B12	Jonesboro AR		72401	(210) 749-6192	jnbstwitterdbq@gmail.com
Mia Karima, LLC	12/1/2025	Renewal	25104	Inventory Based Businesses	2600 E Nettleton Ave	208 CR 4242	Jonesboro AR		72404	(870) 275-8060	pastoralizaresendrz@gmail.com
Moda Bella	12/1/2025	Active	25103	Beauty & Barber Shops-Salons	1843 Highland Ave #3	303 Drake Street	Jonesboro AR		72401	(870) 275-0824	jessica_nunezas@gmail.com
One Japanese Cuisine	12/16/2025	Active	25120	Delicatessen-Take out	613 W Nettleton Ave	2019 Catharine Drive	Jonesboro AR		72404	(870) 284-2018	cekitaz@yahoo.com
Pretty Things Fragrances	12/4/2025	Active	25109	Miscellaneous Occupation	Outside Jonesboro	912 Lella Street	Newport AR		72112	(870) 217-1456	barbaraalcorn715@gmail.com
Primary PULL	12/16/2025	Active	25122	Physician	410 S Church St #D	Dr. Leisa Bickham, M.D., MBA 410 S. Church Street #D	Jonesboro AR		72401	(870) 259-5794	drspence@toxdocmobile.com
ProCraft Services	12/15/2025	Active	25119	Sub-Contractor	3701 Jaxon Ln	3701 Jaxon Lane	Jonesboro AR		72404	(870) 819-9029	coreycrouch@mail.com
RAIN	12/16/2025	Active	25121	Appraisers	3441 Hudson Court	3441 Hudson Court	Jonesboro AR		72405	(870) 351-6584	jdrcainwater72401@gmail.com
Rosepine & LarK Co., LLC	12/1/2025	Active	25102	Computer Business-Online included	1921 Tanglewood Dr	1921 Tanglewood Dr.	Jonesboro AR		72401	(870) 351-8498	rbishop@gmail.com
Scissorsail Solutions LLC	12/23/2025	Active	25126	Miscellaneous Occupation	4133 Cypress Knoll Dr	4133 Cypress Knoll	Jonesboro AR		72405	(870) 650-0455	wrpprofessionalservices@gmail.com
Seasonal Stylez	12/17/2025	Active	25124	Inventory Based Businesses	2317 Stallings Ln #A	2600 Briar Lane	Jonesboro AR		72401	(501) 827-1016	seasonalstylez@yahoo.com
The Yucky Onion w/Trucking Terry & Farmer Lee	12/10/2025	TF	25114	Entertainers	207 W Alpine	207 W. Alpine	Jonesboro AR		72401	(870) 919-5706	yuckyoniontruckerterryandlee@gmail.com
Tops BBQ	12/22/2025	Active	25125	Restaurant-041 to 075 seats	4115 E. Johnson Ave	Tops Operations LLC 5720 Mt. Moriah Rd	Memphis TN		38115	(870) 919-0880	sheila.murphy@topsbbarbq.com

23 Total