City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Council Agenda

City Council

Tuesday, August 19, 2025 | **5:30 PM** | **Municipal Center, 300 S. Church**

PUBLIC SAFETY 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

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-25:067 MINUTES FOR THE CITY COUNCIL MEETING ON AUGUST 5, 2025

Attachments: CC Minutes 08052025.pdf

RES-25:081 A RESOLUTION BY THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 3507 AGGIE ROAD FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING PEDESTRIAN AND BICYCLE INFRASTRUCTURE IMPROVEMENTS

Sponsors: Engineering

Attachments: Offer and Acceptance - 3507 Aggie Road (2).pdf

Legislative History

8/5/25	Public Works Council Committee	Recommended to Council

RES-25:082 A RESOLUTION BY THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 3505 AGGIE ROAD FOR THE PURPOSE OF THE

CONSTRUCTING AND MAINTAINING PEDESTRIAN AND BICYCLE INFRASTRUCTURE IMPROVEMENTS

Sponsors: Engineering

Attachments: Offer and Acceptance - 3505 Aggie Road.pdf

Legislative History

8/5/25 Public Works Council Committee Recommended to Council

RES-25:083 A RESOLUTION BY THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 3700 BLUERIDGE CIRCLE FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING PEDESTRIAN AND BICYCLE INFRASTRUCTURE IMPROVEMENTS

Sponsors: Engineering

Attachments: Offer and Acceptance - 3700 Blueridge Circle.pdf

Legislative History

8/5/25 Public Works Council Committee Recommended to Council

RES-25:084 A RESOLUTION BY THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 3704 BLUERIDGE CIRCLE FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING PEDESTRIAN AND BICYCLE INFRASTRUCTURE IMPROVEMENTS

Sponsors: Engineering

Attachments: Offer and Acceptance - 3704 Blueridge Circle.pdf

Legislative History

8/5/25 Public Works Council Committee Recommended to Council

RES-25:085 A RESOLUTION BY THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 103 MARK STREET FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING PEDESTRIAN AND BICYCLE INFRASTRUCTURE IMPROVEMENTS

Sponsors: Engineering

Attachments: Offer and Acceptance - 103 Mark Street.pdf

Legislative History

8/5/25 Public Works Council Committee Recommended to Council

RES-25:086 A RESOLUTION BY THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 3515 AGGIE ROAD FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING PEDESTRIAN AND BICYCLE INFRASTRUCTURE IMPROVEMENTS

Attachments: Offer and Acceptance - 3515 Aggie Road.pdf

Legislative History

8/5/25	Public Works Council Committee	Recommended to Council

RES-25:092 A RESOLUTION BY THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 3509 AGGIE ROAD FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING PEDESTRIAN AND BICYCLE INFRASTRUCTURE IMPROVEMENTS

Sponsors: Engineering

Attachments: Offer and Acceptance - 3509 Aggie Road.pdf

Legislative History

8/5/25	Public Works Council Committee	Recommended to Council

RES-25:096 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A DRAINAGE EASEMENT FROM PATSY SUE BROWN THE PURPOSE OF CONSTRUCTING AND MAINTAINING DRAINAGE IMPROVEMENTS

Sponsors: Engineering

Attachments: Permanent Drainage Easement - 641 W Cherry.pdf

Legislative History

8/5/25	Public Works Council Committee	Recommended to Council

RES-25:101 A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH MICHELLE'S EXCAVATING, INC. FOR THE ABILITIES UNLIMITED OF JONESBORO ALLEYWAY IMPROVEMENTS (BID 2025:19)

Sponsors: Engineering

Attachments: Contract Documents 2025 19.pdf
Bid Tab.pdf

Legislative History

8/12/25	Finance & Administration Council Committee	Recommended to Council

RES-25:102 A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH CRABTREE & SON, INC. FOR THE JET BUS SHELTER UPGRADES (BID 2025:20)

Sponsors: Engineering and JETS

Attachments: Bid Tab.pdf
Contract Documents 2025 20.pdf

Legislative History

8/12/25	Finance & Administration Council Committee	Recommended to Council

RES-25:103 A RESOLUTION BY THE CITY COUNCIL OF JONESBORO, ARKANSAS, TO ACCEPT AND ADOPT THE TITLE VI PROGRAM FOR JONESBORO ECONOMICAL TRANSIT SYSTEM (JET)

Sponsors: Grants and JETS

Attachments: TITLE VI PROGRAM 25-27 DRAFT 7.23.25.pdf

Legislative History

8/12/25	Finance & Administration Council Committee	Recommended to Council

RES-25:104 A RESOLUTION AUTHORIZING THE CITY'S GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR A FY26 MATCHING GRANT FROM THE ARKANSAS DEPARTMENT OF PARKS, HERITAGE AND TOURISM

Sponsors: Grants and Parks & Recreation

Legislative History

8/12/25	Finance & Administration Council Committee	Recommended to Council

RESOLUTIONS NOT ON THE CONSENT AGENDA

RES-25:105 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A CONTRACT WITH DPZ CODESIGN AND AMEND THE 2025 BUDGET TO ALLOCATE AMERICAN RESCUE PLAN ACT RESTRICTED REVENUE REPLACEMENT FUNDS FOR THE DEVELOPMENT OF A COMPREHENSIVE PLAN AND A MASTER STREET PLAN FOR THE CITY OF JONESBORO

Sponsors: Planning

6. NEW BUSINESS

ORDINANCES ON FIRST READING

ORD-25:032 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM PD-M, MULTI-FAMILY USE AND OFFICE/SENIOR LIVING USE TO PD-M COMMERCIAL USE FOR PROPERTY LOCATED AT 3412 SOUTHWEST DRIVE AS REQUESTED BY JEREMY BEVILL ON BEHALF OF SOUTHERN HILLS REAL ESTATE, LLC

Attachments: Rezoning Application
Southern Hills PD Amendment Pattern Book_R
Block B Rezoning
Block K Rezoning
Publication Receipt

7. UNFINISHED BUSINESS

ORDINANCES ON SECOND READING

ORD-25:025 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

7/15/25	Public Safety Council Committee	Recommended to Council
8/5/25	City Council	Held at one reading

ORD-25:028 AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF JONESBORO TO ADD SECTION 50-40 ENTITLED PARK RANGERS

Sponsors: Mayor's Office and Code Enforcement

Legislative History

7/15/25	Public Safety Council Committee	Recommended to Council
8/5/25	City Council	Held at one reading

ORD-25:029 AN ORDINANCE FOR THE APPROVAL OF AN APPLICATION FOR A PRIVATE CLUB PERMIT FOR SHJ CONCEPTS, INC. DBA BRIDGE STREET BREWERY OF JONESBORO.

Attachments: Bridge Street Brewery Private Club Permit_Redacted
Publication Receipt

Legislative History

8/5/25	City Council	Held at one reading

ORDINANCES ON THIRD READING

ORD-25:026 AN ORDINANCE FOR THE APPROVAL OF A PRIVATE CLUB PERMIT FOR SLATE ASSOCIATION DBA ROCK N ROLL SUSHI

Attachments: Private Club Permit_Redacted
Publication Receipt

Legislative History

7/15/25	City Council	Held at one reading
8/5/25	City Council	Held at second reading

ORD-25:027 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM I-2 TO C-3 FOR PROPERTY LOCATED AT 500. N. CULBERHOUSE ST. AS REQUESTED BY 1ST PRODUCE AND FOODS.

Attachments: Zoning Application
Certified Receipts
Redemption Deed
Rezoning Plat
Rezoning Signs
Warranty Deed
Staff Summary
Publication Receipt
MAPC Minutes

Legislative History

7/15/25	City Council	Held at one reading
8/5/25	City Council	Held at second reading

8. MAYOR'S REPORTS

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

Text File

File Number: MIN-25:067

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: City Council

File Type: Minutes

MINUTES FOR THE CITY COUNCIL MEETING ON AUGUST 5, 2025

City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes
City Council

Tuesday, August 5, 2025 | **5:30 PM** | **Municipal Center, 300 S. Church**

PUBLIC WORKS COUNCIL COMMITTEE MEETING AT 5:00 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 12 - Brian Emison;Chris Moore;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

4. SPECIAL PRESENTATIONS

Mayor Harold Copenhaver said, well, good evening, Council. I wanted to bring a special note of attention to you all this evening. I think it's very prevalent that we speak, always highly, of our employees that excel, especially those that have to excel in line of duty when they are called upon. And this one in particular tonight I'm going to mention, it's a very unique program, and our Director of the 911 Center thought it was impeccament that we go ahead and move forward with training for life saving techniques and emergency medical dispatcher with CPR training. So this allows our dispatchers to do CPR training when they get a call. So it takes minutes off of lives if they don't get CPR functioning to the human being as soon as possible. So with that, I'm going to have Gracie Doty come forward. Ms. Gracie, if we would please come forward. She has her family with her tonight, as well. So a little bit of background, Ms. Gracie, I believe you started just in May of this year, correct? Come on up here. And just a month and a half later, after she went through the training, she received that phone call. Now, let me reiterated her manager was right next to her, but allowed her to do the thing. You did it impeccable and it a saved a life in our community. So with this, I would like to have a proclamation for Ms. Gracie Doty. Gracie Doty is a new member of the esteemed staff of the E-911 operators, having been employed for less than two months. She recently completed advanced training of the Emergency Medical Dispatcher with CPR Certification. On July 19th, 2025, at 7:48 p.m., she received an emergency call for a woman in a home environment who had suddenly stopped breathing. Gracie Doty remained calm and collected, asked another dispatcher to send the Fire Department. She instructed an untrained person present in the home how to administer CPR over the speaker phone. Gracie started a metronome and counted, reassuring and encouraging the attendant with every compression. Less than a minute after starting CPR, the woman began breathing. When the Jonesboro Fire Department arrived, the woman was sitting up and breathing and turned down transport to an emergency facility. I, Harold Copenhaver, Mayor of the City of Jonesboro, by the virtue vested in

me by the laws of the State of Arkansas, do hereby recognize Gracie Doty as a hero for saving the life of a Jonesboro resident. Thank you Gracie. All right, counsel, thank you for allowing those few moments. I always like a story like that. Doing good work, folks. Doing good work.

5. CONSENT AGENDA

Approval of the Consent Agenda

Councilmember Chris Moore asked to remove RES-25:093, RES-25:094, and RES-25:099 from the Consent Agenda.

A motion was made by Councilperson Chris Gibson, seconded by Councilperson LJ Bryant, to Approve the Consent Agenda. The motioned PASSED

Aye: 12 - Brian Emison;Chris Moore;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

MIN-25:062 MINUTES FOR THE CITY COUNCIL MEETING ON JULY 15, 2025

Attachments: CC Minutes 07152025.pdf

This item was passed on the Consent Agenda.

RES-25:095 A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO APPROVE THE ATTACHED FEE PROPOSALS FOR ADDITIONAL SERVICES FOR THE EAST JOHNSON AVENUE (STATE HIGHWAY 91) SIDEWALKS & LANE RECONFIGURATION PROJECT

Attachments: Johnson Ave Sidewalks_Lane Reconfiguration Const Plans.pdf
Johnson Ave Sidewalks_Lane Reconfiguration Construction Services.pdf

This item was passed on the Consent Agenda.

Enactment No: R-EN-102-2025

RES-25:097 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 2612 CRAWFORD, PARCEL 01-144273-02300, OWNED BY RANDY & ALEY CRAWFORD IN THE AMOUNT OF $275

Attachments: 01. 2612 Crawford Dr_Notice of Violation.pdf
02. 2612 Crawford Dr_Billing Reqeust.pdf
03. 2612 Crawford Dr_Invoice.pdf
04. 2612 Crawford Dr_Council Notice.pdf

This item was passed on the Consent Agenda.

Enactment No: R-EN-103-2025

RES-25:098 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 211 PINE, PARCEL

01-144074-02600, OWNED BY REGINA STEELE IN THE AMOUNT OF $315

Attachments: 01. 211 Pine_Notice of Violation.pdf
02. 211 Pine_Billing Request.pdf
03. 211 Pine_Invoice.pdf
04. 211 Pine_Council Notice.pdf

This item was passed on the Consent Agenda.

Enactment No: R-EN-104-2025

RES-25:100 A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MOTOROLA SOLUTIONS, INC. TO ADD THE RADIO MANAGEMENT CLOUD HOSTED SUBSCRIPTION TO THE CITY OF JONESBORO SYSTEM FOR JONESBORO EMERGENCY SERVICES

Attachments: Radio Management Proposal

This item was passed on the Consent Agenda.

Enactment No: R-EN-105-2025

RESOLUTIONS REMOVED FROM THE CONSENT AGENDA

RES-25:093 A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH BRACKETT KENNERICH & ASSOCIATES, P.A. TO PROVIDE ARCHITECTURAL SERVICES FOR THE 911 AND REAL TIME CRIME CENTER PROJECT

Attachments: 911 Crime Center.pdf

Councilmember David McClain said, Mayor, I've got one question about the agreement. So I know this is just for our architects. Are they going to partner with engineers according to this agreement? They will have an engineer. Okay. Mayor Copenhaver said, yes. Councilmember McClain replied, alright, okay.

Patti Lack, 4108 Forest Hill Road, said, I appreciate that we have the ability to pull something from the agenda, because I unfortunately, I had a emergency last week and couldn't attend to finance meeting. When reading this resolution right here is that it's 28 pages long. And, I looked at the top of it and it says that this agreement was done on June 12th of 2025. We received the bond on July 22nd. So this was already done, written up as an agreement with this company to do this. And if I'm correct, I don't know if it had a $5.2 million that the owner would be responsible. I don't know if that is the price of the building that we're looking at, but I remember listening to one of the task force meetings that we already knew the cost of the building. And we had to decide which location we were going to be at, but the cost of the building was going to be the same. So I don't know if that is the cost of what their cost is going to be, but if it is, and if someone wants to correct me, I would appreciate it. But if you're looking at $5.2 million and the bond is $5.5 million, we only have $300,000 to improve. I think what we've got to look at is, are we looking at the building, or are we looking at how best can we make this E911 center to be? And so if we use up most money on building a building, we won't have that money to get improvements to make it the best that it can be and I think that's what is important to the city. The problem with I have with passing this tonight is one, we don't even know where at the location's going to be

right now, because the bond task force has not met to bring that up. I know at the last meeting is that there was supposed to be some professionals to give their ideas, and the pros and cons of it to make suggestions on which location was going to be the best. So we don't even know where this building is going to be. Who else is going to be in this building and what are the needs that we need overall? Because again, that was one of the task force meetings agenda to have. When you look at it, we don't even know which way is the front door going to be because we don't know what location it's going to be at. But when looking at this contract is that the contract assigned by Mr. Cook, which is the president of the architect firm on June 23rd, and it's just waiting for Mr. Copenhaver's signature on it. So it's already been signed by the company right now. I scroll down on the resolution right here, and it shows that on September the 27th of 2023, there was a meeting at E-911 emergency meeting talking about the general discussions of the items to be included in the E-911. So we already kind of know what we want. So it's kind of like, why do we have a task force if we've had this meeting already? So tonight, I look at all of you, and you guys are the ones to decide whether to prove this or not to approve it tonight. But without knowing where the location is, not knowing what the cost of either repairing or demolishing the justice building is going to be, I don't see how we can approve this right here tonight until we know where we're going to put it. So you as city council people are elected by the citizens in the city to make the best choice. So I hope tonight we can table this, wait till we get the task force meeting, find out where we're going to put the building, and then go from here because the plans seem to be already made up. So thank you.

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, 6 AYE and 6 NAY. Mayor Harold Copenhaver voted in the affirmative to pass this matter and break the tie. The AYE vote included: Porter, Emison, Gibson, Hafner, Miller, Street. The NAY vote included: C. Coleman, Moore, Williams, McClain, A. Coleman, Bryant.

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, 6 AYE and 6 NAY. Mayor Harold Copenhaver voted in the affirmative to pass this matter and break the tie.

Aye: 6 - Brian Emison;Chris Gibson;Joe Hafner;Kevin Miller;Janice Porter and John Street

Nay: 6 - Chris Moore;David McClain;Anthony Coleman;Charles Coleman;LJ Bryant and Ann Williams

Enactment No: R-EN-106-2025

RES-25:094 A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH BRACKETT KENNERICH & ASSOCIATES, P.A. TO PROVIDE ARCHITECTURAL SERVICES FOR THE WINTER WONDERLAND RENOVATIONS

Attachments: Winter Wonderland Agreement.pdf

Patti Lack, 4108 Forest Hill Road, said, and thank you again. On this one right here, I took the time to look at it and this is kind of weird. This agreement was made on the same date that the E-911 agreement was made on June 12th. So I guess they came here and did the Winter Wonderland and did the E-911. And if you look at the contract going through the pages, one is 28 pages, one is 33 pages, and they basically almost have basically the same kind of stipulations to it. The cost on this one right here is $1.8 million. I don't necessarily know where the $1.8 million dollars is coming from to

pay for this, but once again, on this, if you scroll down on the resolution, is that it has been signed already on June 23rd by the architect right here and it's just waiting for Mr. Copenhaver's signature on there. And if you look in down the resolution is that they have the exhibit. They show the picture of what it's going to be like. There is six really pretty pictures of people walking around that they have. But, then, once again, on September the 2nd of 2024, it looks like the works have been in the cycle by then because they had a meeting and it was a general discussion of the items and the construction that was supposed to be there. So we've known about this for a long time. I don't know where the money's coming from on this one. Certainly is that I think people really enjoy it and it's happening in the downtown area. And the only thing that I would say on this one right here is that by this time that this opens up, if we do it, is that we have a way to go to a cashless system with all of our parks and recreations and fun facilities. So everything goes cashless in this city by then. So once again, you guys are elected and you guys are the ones that make the decision for the citizens. Thank you.

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

Aye: 11 - Brian Emison;Chris Moore;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Anthony Coleman;Janice Porter;John Street;Charles Coleman and LJ Bryant

Nay: 1 - Ann Williams

Enactment No: R-EN-107-2025

RES-25:099 A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO A TRANSIT SERVICE AGREEMENT WITH ARKANSAS STATE UNIVERSITY AND TO AMEND THE FY2025 BUDGET TO ALLOW FOR THE ADDITION OF FOUR FULL-TIME DRIVERS AND TWO FULL-TIME PARATRANSIT DRIVERS NECESSARY TO PROVIDE REQUESTED SERVICE LEVELS AS A PART OF THE AGREEMENT

Attachments: Contract for Provision of Public Transportation Services

Patti Lack, 4108 Forest Hill Road, said, and I really like this because I think there needs to be more of a working relationship with ASU. So I think on that side of this it's just really good. I think on that is a three-year contract and it's starting August 16th. That's not next Wednesday, it's the following Wednesday. So we're going to have to be looking at hiring a couple of bus drivers by then. The win-win situation, the city gets $518,000. The win for ASU is that they probably don't have to purchase a bus and we can use one of our trolley buses. You all have seen the back and forth that I've been going back with Donna talking about the mechanisms and all that, that we haven't received the mechanisms for that. So for these riders, I'm assuming for the teachers and for the students, all they have to do is show a pass and they can use one of the trolley buses. So we can use one of the trolley buses on that. So that's a plus there. I like that idea that they're going to have to pay for their own bus stops. Well, if we're going to make $518,000, not clear, but we're going to make $518,000, they're going to probably design a pretty nice bus stop. We probably, hopefully, can use that money instead of maybe going through Grants to buy and purchase or build bus stops throughout the city because some of these bus stops, I've noticed don't even have a concrete pad for the people to stand on. We've talked about it for a long time, but here we have a little bit of money. When looking at the locations, there's nine fixed locations. There's future expansion, which is good, but the problem with this is that looking at the locations that we have, I was thinking that they, we're going to be taking them to maybe Walmart or to Target or something, and maybe start producing revenue

for the city. But when you look at it, they're limited, like the Embassy Suites and the Bookstores and stuff like that, but hopefully that will improve on there. When looking at the contract right here, this really needs to be amended, because when you look at, I don't know how we're saying that we need four bus drivers, full-time bus drivers. Because if you look at the JETS budget proposal, it's saying that they are going to be driving 13 hours a day, Monday through Friday. You could hire one full-time and one part-time person to do that. That's a Monday through Friday job, if you wanted to, or you can hire another JETS bus driver. Today, I saw that on the city's Facebook page that there was a notice saying that we need a transit driver, but five days ago, we needed a part-time transit driver and another transit driver. So we can't even hire our own bus drivers to do the regular route, at least, that's what I'm getting from it. How are we going to hire four more or two more? So I don't know what the need is to hire four, when it's only 13 hours a day. I was thinking it was going to be 24 hours a day, but that seems kind of unreasonable, but if it's only 13 hours a day, you add that up. That's, you know, a 40-hour work week, and then you've got four hours times five and you got 20 that's part time. So I don't know how we can justify that we even need to hire four, full-time bus drivers and two para-transit. And with the para-transit, I would imagine that those people right there have to make arrangements to be picked up on that. So, I don't know how that is going to coordinate with the bus that we have. But once again is that, you know, it's a win-win for a lot, but I think what we can do is that hopefully we can use the money, the $518,000, and make our bus stops as nice as ASU or model what they're doing because you know that they're going to do the top notch idea. So the only thing on this one right here you guys, I don't know how we justify that we need four bus drivers to work 13 hours or five 13 hour days on that. I don't know how that works out unless we're going to use them someplace else and we can get paid by there. So once again, you guys make the decision. Thank you.

John Thompson, Kays Hall-125 Dean Street, said, I came here today to express my support and advocate for this resolution. I also serve on the Student Government Association as the local government sustainability chair and it's kind of my job at SGA to watch you guys. And when I saw this, I got a very happy because this is a great resolution. Let me first tell you a little bit about myself. My freshman year I came to campus and I didn't have transportation. I didn't have a car. But I had a theater class, and it was in the Fowler Center and I had to walk there whether it rained, snowed and apparently Jonesboro gets a lot of snow. Rain, snow, or sunshine. Now, I'm not saying that's a completely difficult task. I'm sure that many of you went to college and got your education, you had to do the same thing, but just making this more accessible and convenient for students, it means that this city council cares a lot about our university and a lot about the students that come here to Jonesboro. So please let this happen, because I would have loved to road a JET trolley to my theatre class for free. And as she mentioned, you do only have to show, as the resolution stands unless you guys amended it, you do only have to show a student I.D. and you can ride for free and I really do believe that the student population at ASTATE, like myself, needs this and we will benefit from it greatly. So do whatever you have to do to it, amend it however, and I hope that students can ride for free on JET trolleys come August 16th. Thank you so much. Mayor Copenhaver said, thank you very much for your comments. Very insightful.

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

Aye: 12 - Brian Emison;Chris Moore;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

Enactment No: R-EN-108-2025

6. NEW BUSINESS

ORDINANCES ON FIRST READING

ORD-25:025 AN ORDINANCE BY THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE

Councilmember John Street motioned, seconded by Councilmember Chris Moore, to suspend the rules and offer ORD-25:025 by title only. All voted aye.

Held at one reading

ORD-25:028 AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF JONESBORO TO ADD SECTION 50-40 ENTITLED PARK RANGERS

Councilmember John Street motioned, seconded by Councilmember Chris Moore, to suspend the rules and offer ORD-25:028 by title only. All voted aye.

Held at one reading

ORD-25:029 AN ORDINANCE FOR THE APPROVAL OF AN APPLICATION FOR A PRIVATE CLUB PERMIT FOR SHJ CONCEPTS, INC. DBA BRIDGE STREET BREWERY OF JONESBORO.

Attachments: Bridge Street Brewery Private Club Permit_Redacted
Publication Receipt

Councilmember John Street motioned, seconded by Councilmember LJ Bryant, to suspend the rules and offer ORD-25:029 by title only. All voted aye.

James Elywn Hinds, 508 Ridgecrest, said, this area where this is being located has had a lot of problems in past. It is an area that has been known for, very close to some illegal drug dealing. I have came because, you know, there aren't a whole lot of places you can cross the railroad track. You almost have to use Bridge in some areas. I saw what I suspect very strongly was prostitution. Folks, it is a proven fact that when alcohol is legalized, it results in an also in an increase of illegal drugs. I think this area has had its share of problems. We don't need to add more to it.

Held at one reading

7. UNFINISHED BUSINESS

ORDINANCES ON SECOND READING

ORD-25:026 AN ORDINANCE FOR THE APPROVAL OF A PRIVATE CLUB PERMIT FOR SLATE ASSOCIATION DBA ROCK N ROLL SUSHI

Attachments: Private Club Permit_Redacted
Publication Receipt

James Elwyn Hinds, 508 Ridgecrest, said, by the way, after this one I'm going to be

leaving. I'm not mad at any of you. I just got some things I got to leave early tonight. This area is probably going to be seeing an increase in traffic in the near future and with that going on, I really don't think it's a good idea to add alcohol to the mix.

Held at second reading

ORD-25:027 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM I-2 TO C-3 FOR PROPERTY LOCATED AT 500. N. CULBERHOUSE ST. AS REQUESTED BY 1ST PRODUCE AND FOODS.

Attachments: Zoning Application
Certified Receipts
Redemption Deed
Rezoning Plat
Rezoning Signs
Warranty Deed
Staff Summary
Publication Receipt
MAPC Minutes

Councilmember David McClain said, I have one question, Mayor, just about the, on the staff summary, it says the proposed district rezoning is not consistent with adopted land use plan. That was the only mark it had against it. Derrel Smith, Planning Director, said, it says that the district rezoning is not consistent with adopted land use. General commercial is not included in the moderate intensity growth sector. The current zone is also not consistent with the Land Use Plan. So what they have there right now is also not consistent. This with, we felt like, with the inconsistencies that it has right now will get it closer to what it needs to be than what it is now. Councilmember McClain replied, because it is currently industrial. Okay. Thank you.

Held at second reading

ORDINANCES ON THIRD READING

ORD-25:018 AN ORDINANCE TO THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE

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

Aye: 12 - Brian Emison;Chris Moore;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

Enactment No: O-EN-027-2025

ORD-25:023 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM C-4 TO RS-7 FOR PROPERTY LOCATED AT 200 SARTIN LANE AS REQUESTED BY DAT NGUYEN

Attachments: Application
Certified Mail
Plat
Property Deed
Rezoning Information
Rezoning Sign
Staff Summary
MAPC Minutes
Publication Receipt

Councilmember David McClain said, just the same question, Mayor, same thing, the staff summary that says, same thing, doesn't meet the land use plan. Derrel Smith, Planning Director, said, right now, at C-4, they are wanting to live there in the existing house. They're not going to make any changes to it. So it's just going to remain a residence, but we're trying to bring it into compliance so that he can live there. Councilmember McClain said, okay, thank you. Stay close Derrel, I got one more for the next one. Mayor Copenhaver said, thank you Derrel.

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

Aye: 12 - Brian Emison;Chris Moore;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

Enactment No: O-EN-028-2025

ORD-25:024 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM AG-1 TO RS-7 FOR PROPERTY LOCATED AT KATHLEEN STREET

Attachments: Application
Certified Mail Receipt
Cover Letter
Property Owner Notification Letter
Property Owner Notification
Rezoning Plat
Rezoning Signs
Staff Summary
MAPC Minutes
Publication Receipt

Councilmember David McClain said, Mayor, same thing, it says it doesn't meet the land use plan. And, then also, I noticed that they've started dirt work on that. Do they have a grading permit already? Derrel Smith, Planning Director, said, this is an area that adjacent to it is already zoned for residential. They had to have this piece also for fire access because the number of houses. And, so what you're seeing the dirt work on is the part that's already been approved by MAPC for the subdivision. This will be a second part of, the second phase of that original subdivision. So yeah, it called for high intensity growth out there. Everything around it is going residential right now. That's one of the reasons we're looking at updating our comprehensive plan and everything is because some of these are getting pretty dated. Mayor Copenhaver said, this should be helpful. Derrel, I think, too, it would help and I appreciate the

councilman pointing it out. I think a side note would be good anytime we have that X for the explanation to help out. Mr. Smith said, yes sir. Mayor Copenhaver said, thank you councilman.

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

Aye: 12 - Brian Emison;Chris Moore;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

Enactment No: O-EN-029-2025

8. MAYOR'S REPORTS

Mayor Harold Copenhaver reported on the following:

Obviously it's been three weeks since we've met. It's almost a full month it feels like. Good evening, everyone, and I've got some really strong updates for us tonight.

First of all, I want to start off with First Security Bank Employee the month. She's Mary Caines. She's a paralegal out of Carol's office. (City Attorney Carol Duncan said, it's a tough job.) Carol describes Mary as an indispensable member of the staff who's really stepped up during the difficult time for that office shortage of staff and having to relocate. Congratulations to Mary on this well deserved honor. She gets a front parking space right here at City Hall. (Ms. Duncan said, she's super excited about the parking space.)

Next, I need to share some information with you as council as well. It's required that we go to a dot gov domain. So all government domains are required to use dot gov. So we'll be changing from Jonesboro.org to Jonesboro.gov soon. As the approval process moves forward, council members are part of the confirmation process, which you'll I believe be receiving an email just to confirm that you're in agreement. So if you receive an email regarding this and need your help, approving it, you can always reach out to my officer Jason Ratliff with IT if you have any questions.

I want to give you an overview of the progress of some of our capital improvement projects funded by the revenue bond. Workers are laying concrete on Jefferson side path. An RFQ for the architectural and engineering services is in process for the Prospect Road Pedestrian Project. And the plans for the Johnson Avenue Project have been approved by ArDot and the city is working on the bidding process. We'll continue to give you and the public frequent updates on revenue bond projects, somewhat like we did on the demolition of the Citizens Bank Building.

Now, speaking of Citizens Bank Building, we did get the final numbers in on the demolition of that building, and this is all final numbers. It's a little over $3.2 million. We're working with Legal on the next aspects of filing the proper city council actions to reflect the funding we have spent on the project. In the meantime, I have had and have been in continued conversations as early as 1:30 this afternoon with individuals from outside our community in my office about the ownership of the property and the options that could exist to redevelop the area to be a benefit to the community and the downtown area. I'm really looking excited to this. As the talks materialized and actual offers and ideas come forward, then I'm going to share that with obviously you council and the community as well to keep you updated.

I'd like to congratulate one of our own manufacturing friends, Frito Lay. Some of us had the pleasure of attending a ceremony last week at Frito Lay, which was honored as one of the top 30 firms in the country for supporting the Army Reserve and National Guard. Now, there are 1,400 industrial firms throughout the United States that applied for that and they finished in the top 30. So there goal is to be top 15. So that's the support of the employees for our National Guard Reserves and that sets a tone of who they are and then who are community is as well, and I appreciate that.

As many of you are aware we're about to have school starting again. Summer break, by golly's almost over. The city's worked well with the school districts ensuring safe traffic patterns and sidewalks. Please keep in mind the traffic laws regarding school buses will be very strict. And, I say that again, they're going to be very strict and fines are heavy. Let's all keep those kids safe by stopping for buses with extended stop signs and watching out for children in these areas.

Now, another aspect, and we talked about it earlier in our meeting was our park rangers. They're continuing their training. They are learning specific information about all of our parks, including interesting facts from plants, trees, and wildlife. But they're also learning defensive techniques and crowd control response. This is a unique program. We're not aware of any other city in the State of Arkansas having City Park Rangers. We're really proud of that and we're looking forward to that growth of that department. I appreciate Scott Roper and his team for working with them and coordinate the effort in the educational training part of that, Scott, I appreciate that very much. JPD has been very heavily involved. But, if you can tell, they've been out till 10 o'clock in our parks. It's already paid dividends for our community and I'm really proud of that.

We held a ribbon cutting for the official re-grand opening or reopening of Allen Park Friday. I'm pleased to tell you that the park is completely accessible. Danny's done a great job with that design. I appreciate that. And, a grant went through very well. And, it applies to kids of all abilities. A splashpad was a great hit. It was well used that evening, as a matter of fact. And we look forward to more inclusive park with retrofits throughout Jonesboro. Now, this is just another addition to the Master Parks Plan. So that's in conjunction with that.
Another successful neighborhood cleanup in Valley View last weekend shows an upward trend in collecting trash and tires. When the final total is in for trash collected, it will probably be more than nine tons of garbage and 79 tires were turned in. Now, what I've also asked the directors are to provide us the cost saving benefit of what we're doing. It's not going to be hundreds of thousands of dollars, but it will be tens of thousands of dollars that we don't have the tipping fee cost back to the taxpayer by providing this service.

So some of you may have seen, I made a quick trip to D.C. week before last, to continue our building our relationships with our congressional delegation. Senator Boozeman and Cotton and Congressman Crawford have been very supportive of this community and helped land more than $25 million in federal funding for us in just the last few years. It's allowed us to expand our airport, our increased lighting in our community, and fund critical infrastructure projects like future industry. Now, I heard earlier about funding mechanism for our Real Time Crime Center, and this is one of the efforts that we hope to come out of by there with additional funding for the infrastructure on the internal side and the technology upgrades that we already have, that we've already invested in, and it'll make it even better. Senator Boozeman is very much on board, as well as the other Congressional delegation. And, they were pleased to hear about the updates we provided them on the revenue bond for continued

progress. We also had the opportunity to visit Congressman Westerman, who I served with in the legislature, who is very open to helping Jonesboro and he needs to know what's going on here, as well, because he does represent the State of Arkansas. And, then we had an opportunity to speak with Speaker Mike Johnson, who only knew of one community in Arkansas. Now he knows of two. So that was a very, well received meeting, and it was an honor to meet Mr. Johnson and I know he was very busy. I never pass up a chance, though, to sell Jonesboro's story. It's an opportunity we can always provide for future industry. If all goes well, Congress and Senate can agree on to pass the FY2026 budget, we look forward to some additional funding for flood mitigation projects and our Real Time Crime Center.

As always, public safety is the first concern and most of you are aware of the shootings around State Street over the weekend. We simply won't tolerate these serious crimes. We have the tools and the officers, and I must say, they are being very proactive. We had a meeting on Monday. We are aggressively going after this. This is not what we are. We need to increase monitoring immediately and law-abiding citizens deserve and will receive a safer neighborhood.

The sales tax distributions for July, which are May sales, mark the third consecutive month of year over year improvement and significant increase compared to July 2024.

So I'll end tonight's comments with some excellent news. We were told yesterday in our meeting, the City of Jonesboro received another clean audit. As all audits, this one's really pretty special. It's 15 years of clean audits for the City of Jonesboro. Legislative Audit, which in my opinion, is the highest auditing firm the state can provide us. Also, there were no sub-findings. Now, folks, we're talking hundreds of thousands of documentation. That documentation is provided by all of our department heads to an auditor. They are here for over six months in our building going through our paperwork. And, for us to receive that, we hear sometimes of questionable things being offered within the city, where does the money go here? Where does the money go there? Well, this audit proves that it's a clean audit, and we're doing what we're supposed to be doing with our funding. I appreciate Steve Purtee and his team who could make this happen. The clean audit leads to excellent bond ratings. That's the reason we've received a AA bond rating. It allows us to have revenue bonds. They're preparing a detailed report on this, and I know Joe also has met with him, and he might have something to add. But, when it's ready, it'll be presented to council just in a few short weeks. I would like to mention, though, the individuals in Steve's office that work day-to-day, and we need to say thank you when see them. Christy Wall does an excellent job. Paige Cook, Steve Kent, Teresa Shaver. So, again, thank you, Steve, and your team.

COM-25:030 JUNE 2025 FINANCIAL STATEMENTS

Attachments: June 2025 Financials.pdf

Filed

9. CITY COUNCIL REPORTS

Councilmember Janice Porter said, I'm placed to note that the federal courthouse in Jonesboro was recently the site of a naturalization ceremony for 12 new citizens. The prior ceremony was 25 years prior and I was pleased to get to attend and to greet the new citizens. Mayor Copenhaver said, thank you.

Councilmember Brian Emison said, I just want to say congratulations to the Finance Department for a clean audit, something to be very proud of, especially 15 years in a row. Great job.

Councilmember Chris Moore said, yes, just a couple things. I just wanted to touch on what the Mayor said about our cleanup with the Citizens Bank property. We have $3.2 million invested in that property, and it's the largest piece of undeveloped property in the downtown entertainment district. With the right decisions, we can recoup that $3.2 million through the development. We currently have liquor by the drink. We have a hotel room tax. We have a prepared food tax and we have a one cent sales tax. So with the right development on that property, we can recoup our money on that and add to the downtown. It's also in an economic development zone. So, it's very attractive. So I think it's important what the Mayor's doing is looking for a solution where we might be in control of what goes down there. I encourage you Mayor to pursue that. I'm also excited about Rick Crawford's proposed study for a direct road to Osceola. I mean, that's Steel Mill Capital of the world coming. We're fixing a have a road directly between Jonesboro and Osceola. Lots of people in Jonesboro work over there and drive back and forth. Contrary to public comment, liquor by the drink is a pretty big deal here. Mayor, the other thing, and I talked to Carol about it was about the State Street property. You know, that's the calls for service over there. Three people were shot this weekend alone. It looked like Keith Iman reported there were 22 calls for service in the last seven months that seemed fairly serious, including multiple fights, gunshots, whatever. So I hope you're and your staff and the city attorney are working on that. Carol assured me she was, so I'll be interested in the seeing what that plan is Carol. Mayor Copenhaver said, as we move forward to, and as I mentioned to you earlier, councilman, on that, obviously, when those occurrences happen, then we're working with the owner of the property. You know, sometimes it's individuals that move in our community and they don't learn to appreciate the community like we do. And we're working on it diligently. Councilmember Moore replied, I've been on the council long enough to know that one street over Cedar Heights, when it was the worst street in Jonesboro and I don't want to see that go back one over. Mayor Copenhaver said, that's correct. That's correct. Councilmember Moore said, thank you, Mr. Mayor.

Councilmember David McClain said, the only question I have Mayor, do we have an update as far as the plan for the flock? Not the flock, the crosswalk over off of North Culberhouse that's right in front of the Parker Park? I know we have plans to, I knew we had plans to do the same type of light fixtures over there. Mayor Copenhaver said, yes. Craig, where is that? Did they approve that? Craig Light, Engineering Director, said, we are trying to resolve one last issue with the proposed location. There's a residential driveway in between the stop bar and the traffic light. ArDot is having some issues with that. There's not really good place to put it other than there or at least in my opinion. We talking about maybe 10 vehicles a day using this driveway. The only other option is to put the signal right in the front of somebody's front door of their house which is not really a good option. So that's the last piece. We do have the equipment on order, so that's kind of what we're really waiting on is for the equipment to come in. So hopefully they'll tie in together and we'll be able to get that thing constructed. Councilmember Ann Williams said, Mr. Moore reminded me to mention that since the HAWK signal was put in on Johnson, installed there, there haven't been any pedestrian injuries or deaths and that's a good thing. And I think that the use of that has made people acquainted and accustomed to it enough that that will be prepared from one on 141N and North Main because once people use it, they naturally know and are familiar with it to use it and it just becomes, you know, a part of pedestrian regular practice to use it. And so that has been the experience in Fayetteville. After they got five of them, the people there were saying that they are just

part of you know, pedestrian customary use then. I think that we will see a benefit of already having people become familiar on Johnson with it, both drivers and pedestrians. Mayor Copenhaver said, I agree and I think, too, we saw an uptick in the Parker Park Pool and then the facilities over there are going to continually grow. And so with that, yeah, that investment is going to be well worth paying dividends. Thank you for your questions. Councilmember McClain said, last thing, just I know you guys are starting budget planning for next year. One position I would love for y'all to consider and we can talk offline, but somebody that's an arborist on staff, that they specialize, you know, obviously in taking care of our, I mean, we're building new buildings and we have locations around the city that we own, but somebody that goes out and they make sure that our facilities look nice in terms of the landscaping and giving them the ability to go out and take care of the property properly. I know that's probably under Parks right now, but in my thinking, it would be better to have that sectioned off because Parks is dealing with enough stuff as is. But we can talk again and we talk later.

Councilmember Dr. Anthony Coleman said, yes, real quick. I want to give another shout out about the parks. On this light note, I wasn't able to attend the ribbon cutting, but I did take my grandson the day before, and he really enjoyed it and had a good time, and of course, we frequent or he, my grandson, frequents Parker Park's pool, and so it's nice and I thank God that it's frequented. And so I appreciate that. So thank you for what y'all do in Parks.

Councilmember Joe Hafner said, two quick questions. Mayor, at the July 1st meeting, I asked about getting a capital improvement update. I was just wondering what the status of that is and when we might receive that. Mayor Copenhaver said, yeah, we're bringing that forward to you, probably by, what, Monday? I think we'll have all of the Capital Improvements, but we gave some tonight, but we'll have that next meeting. Councilmember Hafner said, all right, thank you. My other question had to do with a few months ago, we approved or appropriated about $140,000 of the ARPA money for mosquito abatement. But looking at the June financials, I didn't see where any of that money had been spent. So I couldn't remember exactly what that was for, but I was just wondering when that money's going to be spent, because I think we still have mosquitoes. Mayor Copenhaver asked, didn't we talk to him today? I believe. Brian, do you have any update on that? Chief Operations Officer Tony Thomas said, since Brian has no update. Yeah, it was for just additional mosquito abatement. In the past we have used that funding for additional flyovers and additional sprays. And, at this particular point in time, we have not. I think you've heard that they have been pretty aggressive in a number of flyovers over the past couple of weeks. And so we've not contracted with the additional ones at this particular point in time, but it also with the dry weather that we've been experiencing, we've also seen a decrease I think overall in the population. So nothing has been used. No additional funding has been used, but that funding is still there available and accessible in the event that it is needed. Councilmember Hafner replied, thank you, that's all I had. Mayor Copenhaver said, thank you councilman.

10. PUBLIC COMMENTS

11. ADJOURNMENT

A motion was made by Councilperson Chris Moore, seconded by Councilperson LJ Bryant, that this meeting be Adjourned. The motion PASSED with the following vote.

Aye: 12 - Brian Emison;Chris Moore;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

_____ **Date:** _____

Harold Copenhaver, Mayor

Attest:

_____ **Date:** _____

April Leggett, City Clerk

Text File

File Number: RES-25:081

Agenda Date: **Version:** 1 **Status:** Recommended to Council

In Control: Public Works Council Committee **File Type:** Resolution

A RESOLUTION BY THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 3507 AGGIE ROAD FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING PEDESTRIAN AND BICYCLE INFRASTRUCTURE IMPROVEMENTS

WHEREAS, the City of Jonesboro, Arkansas desires to purchase the following described right-of-way for the purpose of constructing and maintaining pedestrian and infrastructure improvements:

PART OF LOT 13 OF HUNTER ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 13 OF HUNTER ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 78°18'05" EAST, 37.90 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG SAID CURVE WITH A CENTRAL ANGLE OF 99°49'05", A RADIUS OF 21.05 FEET, 36.66 FEET TO A POINT THAT BEARS SOUTH 51°47'22" EAST, 32.20 FEET FROM SAID LAST POINT; THENCE SOUTH 85°57'00" WEST, 62.68 FEET; THENCE NORTH 00°22'12" EAST, 16.66 FEET TO THE POINT OF BEGINNING, CONTAINING 0.03 ACRES (1,155 SQ. FT.), MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

WHEREAS, an Offer has been made and accepted to the sell the above described property for the price of $3,465.00.

WHEREAS, the attached Offer and Acceptance will be executed upon passage of this resolution.

WHEREAS, the funding for this purchase shall come from the Capital Improvement budget.

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

Section 1: The Mayor and City Clerk are hereby authorized to execute the documents necessary to effectuate this transaction.

REAL ESTATE CONTRACT FOR CITY OF JONESBORO
OFFER AND ACCEPTANCE

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

2. **PROPERTY DESCRIPTION: (3507 Aggie Road)**

PART OF LOT 13 OF HUNTER ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 13 OF HUNTER ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 78°18'05" EAST, 37.90 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG SAID CURVE WITH A CENTRAL ANGLE OF 99°49'05", A RADIUS OF 21.05 FEET, 36.66 FEET TO A POINT THAT BEARS SOUTH 51°47'22" EAST, 32.20 FEET FROM SAID LAST POINT; THENCE SOUTH 85°57'00" WEST, 62.68 FEET; THENCE NORTH 00°22'12" EAST, 16.66 FEET TO THE POINT OF BEGINNING, CONTAINING 0.03 ACRES (1,155 SQ. FT.), MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

3. **PURCHASE PRICE:** The Buyers will pay as total purchase price for said property, the sum of three thousand four hundred sixty-five dollars **($3,465.00).**

4. **CONVEYANCE:** Conveyance shall be made to Buyers or as directed by Buyers, by execution of Permanent Right-of-Way document, except it shall be subject to recorded restrictions and easements, if any, which do not materially affect the value of the property. Unless expressly reserved herein, such conveyance shall include mineral rights owned by Seller.

5. **PRO-RATIONS:** Taxes and special assessments, and allowable expenses due on or before closing shall be paid at closing from the proceeds of the sale.

6. **CLOSING:** The closing date will be immediate upon receipt of purchase price. Closing cost to be paid by the buyer.

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

THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED BY BOTH BUYER AND SELLER.

BUYER

CITY OF JONESBORO
CRAIGHEAD COUNTY, AR

Name:_____

Title: Mayor

Date:_____

ATTEST

_____
City Clerk

SELLER

Name:_____

Date: 6/19/25

Name: Patricia Cantrell

Date: 6/19/25

Text File

File Number: RES-25:082

Agenda Date: **Version:** 1 **Status:** Recommended to Council

In Control: Public Works Council Committee **File Type:** Resolution

A RESOLUTION BY THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 3505 AGGIE ROAD FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING PEDESTRIAN AND BICYCLE INFRASTRUCTURE IMPROVEMENTS

WHEREAS, the City of Jonesboro, Arkansas desires to purchase the following described right-of-way for the purpose of constructing and maintaining pedestrian and infrastructure improvements:

PART OF LOT 12 OF HUNTER ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 12 OF HUNTER ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 00°22'12" WEST, 16.66 FEET; THENCE SOUTH 85°57'00" WEST, 76.27 FEET; THENCE NORTH 00°55'03" EAST, 6.29 FEET; THENCE NORTH 78°18'05" EAST, 77.70 FEET TO THE POINT OF BEGINNING, CONTAINING 0.02 ACRES (872 SQ. FT.), MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

WHEREAS, an Offer has been made and accepted to the sell the above described property for the price of $2,616.00.

WHEREAS, the attached Offer and Acceptance will be executed upon passage of this resolution.

WHEREAS, the funding for this purchase shall come from the Capital Improvement budget.

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

Section 1: The Mayor and City Clerk are hereby authorized to execute the documents necessary to effectuate this transaction.

REAL ESTATE CONTRACT FOR CITY OF JONESBORO
OFFER AND ACCEPTANCE

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

2. **PROPERTY DESCRIPTION: (3505 Aggie Road)**

PART OF LOT 12 OF HUNTER ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 12 OF HUNTER ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 00°22'12" WEST, 16.66 FEET; THENCE SOUTH 85°57'00" WEST, 76.27 FEET; THENCE NORTH 00°55'03" EAST, 6.29 FEET; THENCE NORTH 78°18'05" EAST, 77.70 FEET TO THE POINT OF BEGINNING, CONTAINING 0.02 ACRES (872 SQ. FT.), MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

3. **PURCHASE PRICE:** The Buyers will pay as total purchase price for said property, the sum of two thousand six hundred sixteen dollars **($2,616.00).**

4. **CONVEYANCE:** Conveyance shall be made to Buyers or as directed by Buyers, by execution of Permanent Right-of-Way document, except it shall be subject to recorded restrictions and easements, if any, which do not materially affect the value of the property. Unless expressly reserved herein, such conveyance shall include mineral rights owned by Seller.

5. **PRO-RATIONS:** Taxes and special assessments, and allowable expenses due on or before closing shall be paid at closing from the proceeds of the sale.

6. **CLOSING:** The closing date will be immediate upon receipt of purchase price. Closing cost to be paid by the buyer.

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

THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED BY BOTH BUYER AND SELLER.

BUYER

CITY OF JONESBORO
CRAIGHEAD COUNTY, AR

Name:_____

Title: Mayor

Date:_____

ATTEST

_____
City Clerk

SELLER

Name:_____

Date: 6/19/25

Name: Patricia Cantrell

Date: 6/19/25

Agenda Date: **Version:** 1 **Status:** Recommended to Council

In Control: Public Works Council Committee **File Type:** Resolution

A RESOLUTION BY THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 3700 BLUERIDGE CIRCLE FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING PEDESTRIAN AND BICYCLE INFRASTRUCTURE IMPROVEMENTS

WHEREAS, the City of Jonesboro, Arkansas desires to purchase the following described right-of-way for the purpose of constructing and maintaining pedestrian and infrastructure improvements:

PART OF LOT 1 OF HERITAGE HEIGHTS SUBDIVISION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF HERITAGE HEIGHTS SUBDIVISION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 07°42'38" EAST, 11.38 FEET; THENCE SOUTH 33°40'46" EAST, 15.16 FEET; THENCE NORTH 82°17'22" WEST, 10.03 FEET TO THE POINT OF BEGINNING, CONTAINING 57 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

WHEREAS, an Offer has been made and accepted to the sell the above described property for the price of $500.00.

WHEREAS, the attached Offer and Acceptance will be executed upon passage of this resolution.

WHEREAS, the funding for this purchase shall come from the Capital Improvement budget.

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

Section 1: The Mayor and City Clerk are hereby authorized to execute the documents necessary to effectuate this transaction.

REAL ESTATE CONTRACT FOR CITY OF JONESBORO
OFFER AND ACCEPTANCE

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

2. **PROPERTY DESCRIPTION: (3700 Blueridge Circle)**

PART OF LOT 1 OF HERITAGE HEIGHTS SUBDIVISION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF HERITAGE HEIGHTS SUBDIVISION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 07°42'38" EAST, 11.38 FEET; THENCE SOUTH 33°40'46" EAST, 15.16 FEET; THENCE NORTH 82°17'22" WEST, 10.03 FEET TO THE POINT OF BEGINNING, CONTAINING 57 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

3. **PURCHASE PRICE:** The Buyers will pay as total purchase price for said property, the sum of five hundred dollars **($500.00).**

4. **CONVEYANCE:** Conveyance shall be made to Buyers or as directed by Buyers, by execution of Permanent Right-of-Way document, except it shall be subject to recorded restrictions and easements, if any, which do not materially affect the value of the property. Unless expressly reserved herein, such conveyance shall include mineral rights owned by Seller.

5. **PRO-RATIONS:** Taxes and special assessments, and allowable expenses due on or before closing shall be paid at closing from the proceeds of the sale.

6. **CLOSING:** The closing date will be immediate upon receipt of purchase price. Closing cost to be paid by the buyer.

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

THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED BY BOTH BUYER AND SELLER.

BUYER

CITY OF JONESBORO
CRAIGHEAD COUNTY, AR

Name:_____

Title: Mayor

Date:_____

ATTEST

_____
City Clerk

SELLER

Name: Ryan Mann

Date: 6/19/25

Name:_____

Date:_____

Text File

File Number: RES-25:084

Agenda Date: **Version:** 1 **Status:** Recommended to Council

In Control: Public Works Council Committee **File Type:** Resolution

A RESOLUTION BY THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 3704 BLUERIDGE CIRCLE FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING PEDESTRIAN AND BICYCLE INFRASTRUCTURE IMPROVEMENTS

WHEREAS, the City of Jonesboro, Arkansas desires to purchase the following described right-of-way for the purpose of constructing and maintaining pedestrian and infrastructure improvements:

PART OF LOT 3 OF HERITAGE HEIGHTS SUBDIVISION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 3 OF HERITAGE HEIGHTS SUBDIVISION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 72°17'54" WEST, 137.06 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG SAID CURVE WITH A CENTRAL ANGLE OF 34°50'57", A RADIUS OF 228.86 FEET, 139.20 FEET TO A POINT THAT BEARS NORTH 72°17'54" EAST, 137.06 FEET FROM SAID LAST POINT TO THE POINT OF BEGINNING, CONTAINING 0.02 ACRES (964 SQ. FT.), MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

WHEREAS, an Offer has been made and accepted to the sell the above described property for the price of $2,892.00.

WHEREAS, the attached Offer and Acceptance will be executed upon passage of this resolution.

WHEREAS, the funding for this purchase shall come from the Capital Improvement budget.

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

Section 1: The Mayor and City Clerk are hereby authorized to execute the documents necessary to effectuate this transaction.

REAL ESTATE CONTRACT FOR CITY OF JONESBORO
OFFER AND ACCEPTANCE

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

2. **PROPERTY DESCRIPTION: (3704 Blueridge Circle)**

PART OF LOT 3 OF HERITAGE HEIGHTS SUBDIVISION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 3 OF HERITAGE HEIGHTS SUBDIVISION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 72°17'54" WEST, 137.06 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG SAID CURVE WITH A CENTRAL ANGLE OF 34°50'57", A RADIUS OF 228.86 FEET, 139.20 FEET TO A POINT THAT BEARS NORTH 72°17'54" EAST, 137.06 FEET FROM SAID LAST POINT TO THE POINT OF BEGINNING, CONTAINING 0.02 ACRES (964 SQ. FT.), MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

3. **PURCHASE PRICE:** The Buyers will pay as total purchase price for said property, the sum of two thousand eight hundred ninety-two dollars **($2,892.00).**

4. **CONVEYANCE:** Conveyance shall be made to Buyers or as directed by Buyers, by execution of Permanent Right-of-Way document, except it shall be subject to recorded restrictions and easements, if any, which do not materially affect the value of the property. Unless expressly reserved herein, such conveyance shall include mineral rights owned by Seller.

5. **PRO-RATIONS:** Taxes and special assessments, and allowable expenses due on or before closing shall be paid at closing from the proceeds of the sale.

6. **CLOSING:** The closing date will be immediate upon receipt of purchase price. Closing cost to be paid by the buyer.

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

THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED BY BOTH BUYER AND SELLER.

BUYER

CITY OF JONESBORO
CRAIGHEAD COUNTY, AR

Name:_____

Title: Mayor

Date:_____

ATTEST

_____
City Clerk

SELLER

Name: Clifton White

Date: 6/19/25

Name:_____

Date:_____

Text File

File Number: RES-25:085

Agenda Date: **Version:** 1 **Status:** Recommended to Council

In Control: Public Works Council Committee **File Type:** Resolution

A RESOLUTION BY THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 103 MARK STREET FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING PEDESTRIAN AND BICYCLE INFRASTRUCTURE IMPROVEMENTS

WHEREAS, the City of Jonesboro, Arkansas desires to purchase the following described right-of-way for the purpose of constructing and maintaining pedestrian and infrastructure improvements:

PART OF LOT 2 OF REES REPLAT OF LOTS 1 AND 2 OF RUTH ANN SUBDIVISION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2 OF REES REPLAT OF LOTS 1 AND 2 OF RUTH ANN SUBDIVISION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 00°41'52" WEST, 4.91 FEET; THENCE SOUTH 69°06'42" WEST, 10.76 FEET; THENCE NORTH 00°41'52" EAST, 4.80 FEET; THENCE NORTH 68°31'58" EAST, 10.80 FEET TO THE POINT OF BEGINNING, CONTAINING 49 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

WHEREAS, an Offer has been made and accepted to the sell the above described property for the price of $500.00.

WHEREAS, the attached Offer and Acceptance will be executed upon passage of this resolution.

WHEREAS, the funding for this purchase shall come from the Capital Improvement budget.

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

Section 1: The Mayor and City Clerk are hereby authorized to execute the documents necessary to effectuate this transaction.

REAL ESTATE CONTRACT FOR CITY OF JONESBORO
OFFER AND ACCEPTANCE

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

2. **PROPERTY DESCRIPTION: (103 Mark Street)**

PART OF LOT 2 OF REES REPLAT OF LOTS 1 AND 2 OF RUTH ANN SUBDIVISION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2 OF REES REPLAT OF LOTS 1 AND 2 OF RUTH ANN SUBDIVISION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 00°41'52" WEST, 4.91 FEET; THENCE SOUTH 69°06'42" WEST, 10.76 FEET; THENCE NORTH 00°41'52" EAST, 4.80 FEET; THENCE NORTH 68°31'58" EAST, 10.80 FEET TO THE POINT OF BEGINNING, CONTAINING 49 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

3. **PURCHASE PRICE:** The Buyers will pay as total purchase price for said property, the sum of five hundred dollars **($500.00).**

4. **CONVEYANCE:** Conveyance shall be made to Buyers or as directed by Buyers, by execution of Permanent Right-of-Way document, except it shall be subject to recorded restrictions and easements, if any, which do not materially affect the value of the property. Unless expressly reserved herein, such conveyance shall include mineral rights owned by Seller.

5. **PRO-RATIONS:** Taxes and special assessments, and allowable expenses due on or before closing shall be paid at closing from the proceeds of the sale.

6. **CLOSING:** The closing date will be immediate upon receipt of purchase price. Closing cost to be paid by the buyer.

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

THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED BY BOTH BUYER AND SELLER.

BUYER

CITY OF JONESBORO
CRAIGHEAD COUNTY, AR

Name:_____

Title: Mayor

Date:_____

ATTEST

_____
City Clerk

SELLER

Name: Rhonda Miles

Date: 6-19-25

Name: Rhonda Miles

Date: 6-19-25

Agenda Date: **Version:** 1 **Status:** Recommended to Council

In Control: Public Works Council Committee **File Type:** Resolution

A RESOLUTION BY THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 3515 AGGIE ROAD FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING PEDESTRIAN AND BICYCLE INFRASTRUCTURE IMPROVEMENTS

WHEREAS, the City of Jonesboro, Arkansas desires to purchase the following described right-of-way for the purpose of constructing and maintaining pedestrian and infrastructure improvements:

PART OF LOT 1 OF COOK MINOR PLAT, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF COOK MINOR PLAT, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 68°54'19" EAST, 22.28 FEET; THENCE NORTH 66°20'57" EAST, 147.10 FEET; THENCE NORTH 54°23'53" EAST, 30.81 FEET; THENCE SOUTH 06°10'18" EAST, 10.85 FEET; THENCE SOUTH 63°41'44" WEST, 97.38 FEET; THENCE SOUTH 69°21'10" WEST, 99.64 FEET; THENCE NORTH 16°23'59" WEST, 4.28 FEET TO THE POINT OF BEGINNING, CONTAINING 0.03 ACRES (1,291 SQ. FT.), MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

WHEREAS, an Offer has been made and accepted to the sell the above described property for the price of $3,873.00.

WHEREAS, the attached Offer and Acceptance will be executed upon passage of this resolution.

WHEREAS, the funding for this purchase shall come from the Capital Improvement budget.

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

Section 1: The Mayor and City Clerk are hereby authorized to execute the documents necessary to effectuate this transaction.

REAL ESTATE CONTRACT FOR CITY OF JONESBORO
OFFER AND ACCEPTANCE

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

2. **PROPERTY DESCRIPTION: (3515 Aggie Road)**

PART OF LOT 1 OF COOK MINOR PLAT, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF COOK MINOR PLAT, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 68°54'19" EAST, 22.28 FEET; THENCE NORTH 66°20'57" EAST, 147.10 FEET; THENCE NORTH 54°23'53" EAST, 30.81 FEET; THENCE SOUTH 06°10'18" EAST, 10.85 FEET; THENCE SOUTH 63°41'44" WEST, 97.38 FEET; THENCE SOUTH 69°21'10" WEST, 99.64 FEET; THENCE NORTH 16°23'59" WEST, 4.28 FEET TO THE POINT OF BEGINNING, CONTAINING 0.03 ACRES (1,291 SQ. FT.), MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

3. **PURCHASE PRICE:** The Buyers will pay as total purchase price for said property, the sum of three thousand eight hundred seventy-three dollars **($3,873.00).**

4. **CONVEYANCE:** Conveyance shall be made to Buyers or as directed by Buyers, by execution of Permanent Right-of-Way document, except it shall be subject to recorded restrictions and easements, if any, which do not materially affect the value of the property. Unless expressly reserved herein, such conveyance shall include mineral rights owned by Seller.

5. **PRO-RATIONS:** Taxes and special assessments, and allowable expenses due on or before closing shall be paid at closing from the proceeds of the sale.

6. **CLOSING:** The closing date will be immediate upon receipt of purchase price. Closing cost to be paid by the buyer.

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

THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED BY BOTH BUYER AND SELLER.

BUYER

CITY OF JONESBORO
CRAIGHEAD COUNTY, AR

Name:_____

Title: Mayor

Date:_____

ATTEST

_____
City Clerk

SELLER

Name: Wilma C. Freeman

Date: 6-19-25

Name:_____

Date:_____

Agenda Date: **Version:** 1 **Status:** Recommended to Council

In Control: Public Works Council Committee **File Type:** Resolution

A RESOLUTION BY THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 3509 AGGIE ROAD FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING PEDESTRIAN AND BICYCLE INFRASTRUCTURE IMPROVEMENTS

WHEREAS, the City of Jonesboro, Arkansas desires to purchase the following described right-of-way for the purpose of constructing and maintaining pedestrian and infrastructure improvements:

PART OF LOT 1 OF HUNTER ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF HUNTER ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 00°48'03" WEST, 8.83 FEET; THENCE SOUTH 71°39'54" WEST, 136.96 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG SAID CURVE WITH A CENTRAL ANGLE OF 39°41'21", A RADIUS OF 33.60 FEET, 23.28 FEET TO A POINT THAT BEARS NORTH 51°34'30" EAST, 22.81 FEET FROM SAID LAST POINT; THENCE NORTH 71°25'11" EAST, 118.43 FEET TO THE POINT OF BEGINNING, CONTAINING 0.02 ACRES (1,060 SQ. FT.), MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

WHEREAS, an Offer has been made and accepted to the sell the above described property for the price of $3,180.00.

WHEREAS, the attached Offer and Acceptance will be executed upon passage of this resolution.

WHEREAS, the funding for this purchase shall come from the Capital Improvement budget.

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

Section 1: The Mayor and City Clerk are hereby authorized to execute the documents necessary to effectuate this transaction.

REAL ESTATE CONTRACT FOR CITY OF JONESBORO
OFFER AND ACCEPTANCE

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

2. **PROPERTY DESCRIPTION: (3509 Aggie Road)**

PART OF LOT 1 OF HUNTER ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF HUNTER ADDITION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 00°48'03" WEST, 8.83 FEET; THENCE SOUTH 71°39'54" WEST, 136.96 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG SAID CURVE WITH A CENTRAL ANGLE OF 39°41'21", A RADIUS OF 33.60 FEET, 23.28 FEET TO A POINT THAT BEARS NORTH 51°34'30" EAST, 22.81 FEET FROM SAID LAST POINT; THENCE NORTH 71°25'11" EAST, 118.43 FEET TO THE POINT OF BEGINNING, CONTAINING 0.02 ACRES (1,060 SQ. FT.), MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

3. **PURCHASE PRICE:** The Buyers will pay as total purchase price for said property, the sum of three thousand one hundred eighty dollars **($3,180.00).**

4. **CONVEYANCE:** Conveyance shall be made to Buyers or as directed by Buyers, by execution of Permanent Right-of-Way document, except it shall be subject to recorded restrictions and easements, if any, which do not materially affect the value of the property. Unless expressly reserved herein, such conveyance shall include mineral rights owned by Seller.

5. **PRO-RATIONS:** Taxes and special assessments, and allowable expenses due on or before closing shall be paid at closing from the proceeds of the sale.

6. **CLOSING:** The closing date will be immediate upon receipt of purchase price. Closing cost to be paid by the buyer.

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

THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED BY BOTH BUYER AND SELLER.

BUYER

CITY OF JONESBORO
CRAIGHEAD COUNTY, AR

Name:_____

Title: Mayor

Date:_____

ATTEST

_____
City Clerk

SELLER

Name:_____

Date: 7/3/25

Name:_____

Date:_____

Agenda Date:

Version: 1

Status: Recommended to Council

In Control: Public Works Council Committee

File Type: Resolution

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A DRAINAGE EASEMENT FROM PATSY SUE BROWN THE PURPOSE OF CONSTRUCTING AND MAINTAINING DRAINAGE IMPROVEMENTS

WHEREAS, the City of Jonesboro, Arkansas desires to accept the following described easement for the purpose of constructing and maintaining drainage improvements:

A 15-FOOT EASEMENT ALONG AND PARALLEL TO THE SOUTH REAR PROPERTY LINE OF; LEGAL DESCRIPTION: PARCEL #01-144192-03800; CULBERHOUSE SUB KNIGHT 2ND ADD; SECTION 19-TOWNSHIP 14-RANGE 04; LOT 3 BLOCK 27.

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

Section 1. The Mayor and City Clerk are hereby authorized by the City Council for the City of Jonesboro, Arkansas to accept the easement described above.

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

The above space is reserved for Craighead County recording information.

PERMANENT DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

For good and valuable consideration acknowledged being of value by the Grantors, receipt of which is hereby acknowledged, the undersigned GRANTORS Patsy Sue Brown do hereby grant, convey and release unto City of Jonesboro, Jonesboro, Arkansas and unto its successors and assigns, an easement and right of entry in, over and across the following described land situated in the City of Jonesboro, County of Craighead, State of Arkansas, to-wit:

A 15-FOOT EASEMENT ALONG AND PARALELL TO THE SOUTH REAR PROPERTY LINE OF; LEGAL DESCRIPTION: PARCEL #01-144192-03800; CULBERHOUSE SUB KNIGHT 2ND ADD; SECTION 19-TOWNSHIP 14-RANGE 04; LOT 3 BLOCK 27.

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

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

IN WITNESS WHEREOF, the GRANTORS have executed this instrument on the 3 day of JUNE, 2025.

Owner Info
BY:

Signature: Patsy Sue Brown.

Name: PATSY SUE BROWN.

Title: OWNER.

ACKNOWLEDGMENT

STATE OF ARKANSAS .

COUNTY OF CRAIGHEAD .

On this day before me, the undersigned officer, personally appeared PATSY SUE BROWN, to me well known to be the person whose name is subscribed to the foregoing instrument and acknowledged that he (she) had executed the same for the purpose therein stated and set forth.

WITHESS my hand and seal this 3 day of JUNE, 20 25.

Notary Public (Signature): M. [signature].

My Commission Expires: 4/20/27.

OFFICIAL SEAL - #12360155
MICHAEL MORRIS
NOTARY PUBLIC-ARKANSAS
CRAIGHEAD COUNTY
MY COMMISSION EXPIRES: 04-20-27

Agenda Date: **Version:** 1 **Status:** Recommended to Council

In Control: Finance & Administration Council Committee **File Type:** Resolution

A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH MICHELLE'S EXCAVATING, INC. FOR THE ABILITIES UNLIMITED OF JONESBORO ALLEYWAY IMPROVEMENTS (BID 2025:19)

WHEREAS, the City of Jonesboro desires to accept the low bid and enter a contract for the Abilities Unlimited of Jonesboro Alleyway Improvements (Bid 2025:19);

WHEREAS, the low bidder and the firm selected for the project is Michelle's Excavating, Inc.; and,

WHEREAS, the funding for the execution of the contract shall come from the Community Development Block Grant (CDBG) FY24 Public Facilities and Improvements Program budget and compensation shall be paid in accordance with the contract documents.

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

Section 1. That the City of Jonesboro shall accept the low bid and enter a contract with Michelle's Excavating, Inc. for the Abilities Unlimited of Jonesboro Alleyway Improvements.

Section 2. Funding for the execution of the contract shall come from the CDBG FY24 Public Facilities and Improvements Program budget and compensation shall be paid in accordance with the contract documents.

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

Specifications

For

Abilities Unlimited of Jonesboro Alleyway Improvements

(Bid #2025:19)
Jonesboro, Arkansas

City of Jonesboro ▪ Engineering Department

P.O. Box 1845 ▪ 300 South Church Street ▪ Jonesboro, AR 72403 ▪ 870.932.2438

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I. ADVERTISEMENT FOR BIDS

Sealed bids for the Abilities Unlimited of Jonesboro Alleyway Improvements will be received at the Purchasing Department, Room 421, of the City of Jonesboro City Hall, 300 South Church, Jonesboro, Arkansas until 2:00 P.M. (Local Time) on August 6, 2025 and then publicly opened and read in the Third Floor Conference Room for furnishing all labor, material, and equipment, and performing all work required to make necessary patches and overlay to an existing alleyway. All Submissions shall be annotated on the outside of the envelope with the bid number 2025:19.

The project consists of 4,910 S.F. of asphalt overlay and 1,365 S.F. of asphalt patching of the alleyway between Walnut Street and Vine Street north of West Matthews Avenue.

Proposals shall be accompanied by a cashier's or certified check upon a national or state bank in an amount not less than five percent (5%) of the total maximum bid price payable without recourse to the City of Jonesboro or a bid bond in the same amount from a reliable surety company, as a guarantee that the Bidder will enter into a contract and execute performance and payment bonds within ten (10) days after notice of award of Contract to them. The notice of award of Contract shall be given by the Owner within sixty (60) days following the opening of bids.

The successful Bidder must furnish a performance and payment bond upon the form provided in the amount of one hundred percent (100%) of the contract price from an approved surety company holding a permit from the State of Arkansas to act as surety, or other surety or sureties acceptable to the Owner.

The attention of bidders is called to the fact that no contractor’s license is required to submit a bid, but successful bidder must be licensed prior to entering into a contract with the City for the project.

Plans, specifications, proposal forms and other contract documents may be examined at City of Jonesboro Engineering Department, 300 South Church Street, Jonesboro, Arkansas 72401 and may be secured at the cost of $25.00 Dollars per set from the City of Jonesboro, 300 South Church Street, Jonesboro, Arkansas 72401. No refunds will be made. Any addendum to this bid will be posted no later than 5 days before bid opening by clicking on “Purchasing” at www.jonesboro.org.

Proposals will be considered on the basis of cost, the bidder's financial responsibility, his equipment, and his past performance in completing similar work. The City of Jonesboro reserves the right to reject any or all bids, to waive any informalities, and to accept the proposal deemed to be for their best interest.

The City of Jonesboro hereby notifies all bidders that this contract is subject to applicable labor laws, non-discrimination provisions, wage rate laws and other federal laws including the Fair Labor Standards Acts of 1938. The Work Hours Act of 1962 and Title VI of the Civil Rights Act of 1964 also apply.

The City of Jonesboro encourages participation of small, minority, and woman owned business enterprises in the procurement of goods, services, and construction, either as a general contractor or subcontractor. It is further requested that whenever possible, majority contractors who require sub-contractors seek qualified small, minority, and women owned businesses to partner with them.

II. INSTRUCTION TO BIDDERS

1. PREPARATION OF BID

Each bid must be submitted on the prescribed form (Proposal) and Unit Price Schedule. All blank spaces must be filled in legibly with ink or typed. All blank spaces for bid prices on the Unit Price Schedule must be filled in with figures; the extended total for each item shall be entered. If the unit price and the extended total of any item are not in agreement, the unit price shall govern and the extended total be corrected to conform thereto. Erasures or other corrections on the Proposal form or Unit Price Schedule shall be initialed by the signer of the bid. All bids must be signed in ink by an individual authorized to bind the Bidder. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Proposal by the Bidder. Total Base Bid will equal Invoice Price.

There must be a bid on all items which may appear on the Unit Price Schedule. No bid will be considered which covers only a part of the work. A conditional bid will not be considered.

The bid form and Unit Price Schedule shall not be detached, but shall be **submitted in the original binding** as furnished by the Engineer. Submission must be at the place, and at or prior to the time specified in the Advertisement for Bids.

The Anti-Collusion Affidavit and Suspension and Debarment Certification in Section XIII must be executed and submitted with the bids at the time proposals are submitted.

"Buy America" provisions apply to this project in accordance with standard specifications of the standards specifications of Housing and Urban Development CPD Notice CPD-25-01.

Each bid must be submitted in a sealed envelope clearly marked on the outside that it contains a bid for the Abilities Unlimited of Jonesboro Alleyway Improvements, Bid Number 2025:19 and with the hour and date of bid opening shown thereon. The name and address of the Bidder shall appear in the upper left hand corner of the envelope. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope properly addressed as noted in the NOTICE TO CONTRACTORS.

A bid which obviously is unbalanced may be rejected.

2. INTERPRETATIONS AND ADDENDA

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the City of Jonesboro Engineering Department. Any inquiry received up to seven (7) days prior to the opening of bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the contract Documents. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

3. INSPECTION OF SITE

Each Bidder shall visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and shall fully inform himself as to the facilities involved, and the difficulties and restrictions attending the performance of the Contract. The Bidder shall thoroughly examine and familiarize himself with the Plans, Technical Specifications, and other Contract Documents. The Contractor by the execution of the Contract shall not be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing. The Owner will be justified in rejecting any claim based on facts regarding which the contractor should have been on notice as a result thereof.

4. BID GUARANTY

The bids must be accompanied by a Bid Guaranty which shall not be less than five percent (5%) of the amount of the bid. At the option of the Bidder, the guaranty may be a certified check, or may be a bid bond (substantially in the form attached). No bid will be considered unless it is accompanied by the required guaranty. Certified check must be payable to the City of Jonesboro, Arkansas. Cash deposits will not be accepted. The Bid Guaranty shall insure the execution of the Contract and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

Certified checks, or bid bonds, of unsuccessful Bidders, will be returned upon request as soon as feasible after the opening of the bids.

5. COLLUSION; SUBCONTRACTS

A Bidder submitting a Proposal to the Owner for the work contemplated by the Documents on which bidding is based shall not collude with any other person, firm, or corporation in regard to any bid submitted.

Before executing any subcontract, the successful Bidder shall submit the name of any proposed Subcontractor for prior approval of the Owner.

6. STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall submit on the form furnished for that purpose (a copy of which is included in the Contract Documents), a statement of the Bidder's qualifications, his experience record in construction of work similar to that which here is involved, and his organization and equipment available for the work contemplated; and when specifically requested by the Owner, the Bidder shall provide a detailed financial statement. The Owner shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract, and the Bidder shall furnish the Owner all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Owner that the Bidder is qualified to carry out properly the terms of the Contract.

7. BALANCED BIDS; VARIATIONS IN QUANTITIES

The lump sum price and unit price for each of the several items in the Proposal of each Bidder shall be balanced and shall include its pro rata share of overhead.

The Owner shall have the right to increase or decrease the extent of the work or to change the location, gradient, or the dimensions of any part of the work, provided that the length of the improvement is not increased or decreased in excess of 25% of the contract length, or that the quantities of work to be done or the materials to be furnished are not increased or decreased in money value in excess of 25% of the total Contract. Such changes shall not be considered as a waiver of any conditions of the Contract nor invalidate any of the provisions thereof. The Contractor shall perform the work as increased or decreased within the qualifying limits named and no allowance will be made for anticipated profits on increases or decreases so incurred.

Increases or decreases in items of work, and the cost thereof, shall be done in accordance with the Section entitled, CHANGES IN THE WORK under GENERAL CONDITIONS.

8. TIME FOR RECEIVING BIDS

A bid received prior to the advertised time of opening will be kept securely, and will remain sealed until the time of opening. The officer whose duty it is to open them will decide when the specified time has arrived, and any bid received subsequent to that time will be returned unopened.

9. OPENING OF BIDS

At the time and place fixed for the opening of bids, the Owner first will cause the bid guarantees to be checked as stipulated above. The Owner then will cause the qualified bids to be opened and publicly read aloud, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

10. WITHDRAWAL OF BIDS

Bids may be withdrawn on written request if the request is received prior to the time fixed for the opening of bids.

11. AWARD OF CONTRACT; REJECTION OF BIDS

The Contract will be awarded to the responsible Bidder submitting the lowest total bid complying with the conditions of the Notice to Contractors and other parts of these Contract Documents. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in its interests.

The Owner reserves the right to consider as unqualified to do the work any Bidder who does not habitually perform with his own forces the major portions of such work as is involved in construction of these improvements.

12. EXECUTION OF AGREEMENT; PERFORMANCE AND PAYMENT BOND

Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Owner a Contract in the form included in the Contract Documents in such number of copies as the Owner may require.

Having satisfied all conditions of award as set forth elsewhere in these Documents, the successful Bidder shall, within the period specified above, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature, including utility and transportation services employed or used by him in performing the work. Such bond shall be as included in the Contract Documents and shall bear the same date as, or a date subsequent to, that of the Contract. The current power of attorney for the person who signs for any surety company shall be attached to such bond.

The failure of the successful Bidder to execute such Contract and to supply the required bond or bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Owner may grant, based upon reasons determined insufficient by the Owner, shall constitute a default, and the Owner may either award the Contract to the next lowest responsible Bidder or readvertise for bids.

13. BONDS AND INSURANCE

Attention of Bidders is called to Act 82 of the 1935 Acts of the Arkansas General Assembly, which has certain requirements pertaining to performance bonds, labor bonds, employer's liability insurance, public liability insurance, workmen's collective insurance, and property damage insurance.

All companies furnishing bid bonds and performance bonds shall furnish evidence of being on the U.S. Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Arkansas.

14. LEGAL QUALIFICATIONS

The successful Bidder, if a corporation created under the laws of a state other than the State of Arkansas, will be required to qualify, or to have qualified, with the Secretary of State of Arkansas to do business in the State of Arkansas.

15. MODIFICATION OF BID

No modification of any bid already submitted will be considered unless such modification is received prior to the time set for opening of bids.

III. PROPOSAL

Place _____
Date August 5, 2025

Proposal of Michelle's Excavating Inc.,

a corporation organized and existing under the laws of the State of Arkansas

or

Proposal of _____,

a partnership consisting of_____.

or

Proposal of _____,

an individual doing business as _____.

TO: City of Jonesboro

This bid results from your advertisement for bids for the Abilities Unlimited of Jonesboro Alleyway Improvements.

The undersigned Bidder, having visited the site of the work, having examined the Plans, Specifications, and other Contract Documents including all Addenda, and being familiar with all of the conditions relating to the construction of the proposed project, hereby agrees to comply with all other conditions or requirements set forth in the Plans, Specifications, and other Contract Documents, and further proposes to furnish all material, supplies, equipment, and appliances specified for incorporation into the project and to furnish all labor, tools, equipment, and incidentals to complete the work in accordance with the Plans, Specifications, and other Contract Documents at and for the lump sum and unit prices proposed in the attached Unit Price Schedule.

The undersigned Bidder agrees to begin work within ten (10) calendar days after the issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within thirty (30) calendar days thereafter (except as modified in the GENERAL CONDITIONS of these Contract Documents). Should the work fail to be completed within the time herein stated, the Contractor shall pay to the Owner, as fixed and agreed liquidated damages, and not as a penalty, the sum, for each day of delay until the work is completed and accepted, as stipulated in the SPECIAL CONDITIONS of these Contract Documents. It is understood that additional time for the completion of the project is to be allowed only for delays as stipulated in the GENERAL CONDITIONS of these Contract Documents.

Bidder acknowledges receipt of the following addendum (addenda):

_____ Dated _____

_____ Dated _____

The undersigned Bidder agrees that this bid shall be good and shall not be withdrawn for a period of sixty (60) calendar days after the opening thereof. If written notice of the acceptance of this Proposal is mailed, telegraphed, or delivered to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter before this Proposal is withdrawn, the undersigned agrees to execute and deliver a Contract in the prescribed form, and furnish the required Performance and Payment Bond, within ten (10) days after the Contract is presented to him for signature.

It is understood by the undersigned Bidder that the Owner reserves the right to reject any or all bids.

Accompanying this Proposal as bid security is certified check/bid bond (Strike One) in the amount of _____ Dollars ($_____), being not less than five percent (5%) of the total of the bid. If the undersigned Bidder is the successful Bidder, but fails or refuses to execute the contract and furnish the required bond within the prescribed ten (10) days of the notification of award, then this bid security is to become the property of the Owner as liquidated damages for the delay and additional expense to the Owner caused by such failure or refusal.

Jordan K. Rushing
(Witness)

1595 Greene 721 Road
Paragould, AR 72450
(Address)

Michelle's Excavating Inc.
(Name of Bidder)

By Michelle Rushing, Pres.

Michelle Rushing, President
(Print Name and Title)

MICHELLE'S EXCAVATING, INC. CORPORATE SEAL PARAGOULD, ARKANSAS

10134 Highway 49 B
Brookland, AR 72417
(Office Address of Bidder)

NOTES: Sign in ink. Do not detach.
Items must be bid upon as specified in the Unit Price Schedule.

IV. UNIT PRICE SCHEDULE

Item No	Description	ArDOT Ref	Unit	Quantity	Unit Price	Total Cost
1	R&D Asphalt	202	SF	1,365	$ 3.00	$ 4,095.00
2	Unclassified Excavation	210	CY	75	$ 42.00	$ 3,150.00
3	Class 7 Aggregate Base Course	303	Ton	150	$ 50.00	$ 7,500.00
4	Asphalt Patch		Ton	12	$ 250.00	$ 3,000.00
5	Asphalt Overlay		Ton	50	$ 200.00	$ 10,000.00
6	Mobilization	601	L.S.	1	$ 1,500.00	$ 1,500.00

TOTAL BASE BID $ 29,245.00

WRITTEN IN WORDS:

Twenty-nine Thousand Two Hundred Forty Five and 00/100

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **Michelle's Excavating, Inc., 10134 Highway 49B, Brookland, AR 72417**

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

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

as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Jonesboro, 300 South Church Street, Jonesboro, AR 72401**

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of Amount Bid**

Dollars($ **5%**),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Abilities Unlimited of Jonesboro Alleyway Improvements.**

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

Signed and sealed this **6th** day of **August, 2025**

Lukas Pustuey
(Witness)

Michelle's Excavating, Inc.
Michelle Pustuey
(Principal) *(Seal)*
President
(Title)

MICHELLE'S EXCAVATING, INC. CORPORATE SEAL PARAGOULD, ARKANSAS

McDANIEL-WHITLEY BONDS & INSURANCE

Hannah Glover
(Witness)
Hannah Glover

FCCI Insurance Company
(Surety) *(Seal)*
Michael A. McDaniel
(Title)
Michael A. McDaniel, Attorney-in-Fact

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Michael A. McDaniel; Richard H. Whitley; Louis G. Morgan, III; James S. Brown

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $20,000,000.00): $20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch

Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA
PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA
PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 6th day of August, 2025

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

1-IONA-3592-NA-04, 7/2021

VI. STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder. Michelle's Excavating Inc.
2. Permanent main office address. 10134 Highway 49B Brookland, AR 72417
3. When organized. July 01, 1995
4. If a corporation, where incorporated. AR
5. How many years have been engaged in the contracting business under your present firm or trade name? 30+ years
6. Arkansas Contractor's License Number # 00113303326
7. Unique Entity Identifier # DFXQDK6KZJ95
8. System of Award Management (SAM) expiration date expired 2023
9. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion). Attached
10. General character of work performed by your company. Site grading - earthwork, Asphalt paving
11. Have you ever failed to complete any work awarded to you? No
12. Have you ever defaulted on a Contract? No

    If so, where and why?
13. Have you ever been fined or had your license suspended by a Contractor's Licensing Board? No

    If so, where and why?
14. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed. Attached Prequalification for AR Dot
15. List your major equipment available for this Contract. Attached " "
16. Experience in construction work similar in importance to this project. Attached " "

17. Background and experience of the principal members of your organization, including the officers. Attached Prequalification AHTD

18. Credit available: $ Line of credit at Focus Bank.

19. Give Bank reference: Glen Burnett, Pres. Focus Bank Paragould

20. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes

21. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner, in verification of the recitals comprising this statement of Bidder's Qualifications.

Dated at Brookland Office this 5th

day of August, 2025.

Michelle's Excavating Inc.
(Name of Bidder)

By Michelle Rushing

Title President

STATE OF Arkansas)
) SS.
COUNTY OF Greene)

Michelle Rushing being duly sworn deposes and says that

she is President of Michelle's Excavating Inc.
(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME this 5th day of August, 2025.

Jordan K. Rushing
(Notary Public)

JORDAN K. RUSHING
Commission No. 12684781
NOTARY PUBLIC
Commission Expires 06-25-2035
GREENE COUNTY ARKANSAS

My Commission Expires:
6-25-2035

ARKANSAS DEPARTMENT OF TRANSPORTATION

ARDOT.gov | Jared D. Wiley, P.E., Director

PROGRAM MANAGEMENT DIVISION
10324 Interstate 30 | P.O. Box 2261, Little Rock, AR 72203-2261
Phone: (501) 569-2262 | Fax: (501) 569-2623

March 31, 2025

Michelle's Excavating, Inc.
10134 Hwy. 49B
Brookland, AR 72417-8604

Reference is made to the Prequalification Questionnaire submitted by your organization showing conditions as of December 31, 2024.

The rating extended to your organization is $50,149,000.

As stated in the Section 102.01 of the 2014 Edition of the Standard Specifications for Highway Construction, this rating will extend your prequalification period for one year from the financial statement date, December 31, 2024, plus a grace period of four months. The Highway Commission policy does not allow an extension of the grace period. Therefore, to maintain a continuous prequalification status, it will be necessary that you submit a new statement prior to the expiration of the grace period. A reminder notification will be mailed to you during the anniversary month of your current prequalification statement.

If you have any questions, please contact Bonnie Taylor at (501)569-2538.

Sincerely,

Daniel Sisbacwski

Division Engineer
Program Management

c: Natasha Halbert, DBE Specialist

ARDOT
ARKANSAS DEPARTMENT OF TRANSPORTATION

PREQUALIFICATION QUESTIONNAIRE

Mail to:

Arkansas Department of Transportation
Attn: Program Management Division
P.O. Box 2261
Little Rock, Arkansas 72203

Physical Address:
10324 Interstate 30, Little Rock, Arkansas 72209

Or

Email to:

pmd@ardot.gov

Telephone: 501-569-2536

IMPORTANT GENERAL INSTRUCTIONS

1. Each prospective bidder is required to file a prequalification questionnaire on a form approved by this Department. Outdated prequalification forms will no longer be accepted (current as of 12/2022). An audited financial statement is required with each new prequalification. Audited or reviewed financial statements will be accepted with prequalification renewals.
2. A questionnaire may be filed with the Department at any time. The terminal of fiscal date established by the prospective bidder is effective for twelve months from the date shown on the financial statement. A prospective bidder is authorized a four-month grace period to prepare and file a new questionnaire. An extension will not be given beyond the four-month grace period.
3. A reminder notification will be e-mailed to each prequalified prospective bidder during the anniversary month of the financial statement.
4. The prequalification questionnaire filed shall be completed with fillable forms with original signatures or prepared in ink. Prequalification questionnaires completed in ink must be clearly legible.
5. All information and schedules herein shall be completed. In those schedules where there is nothing to report, the notation "None" or "N/A" should be inserted. A detailed Equipment Schedule must be included in order to receive credit for the book value of the equipment.
6. If space is not sufficient, attach separate schedules and reference to appropriate asset/liability items.
7. To avoid delay, be sure that all signatures are affixed and notarized where indicated. (Corporate seal may be affixed to the Affidavit for Corporation.)
8. Accountant's Certificate must be signed by the individual preparing the prequalification questionnaire form as well as showing the Certified or Registered Public Accounting firm. The Accountant may use his own form of opinion to fit the individual case and attach it to the questionnaire in lieu of the printed forms. Any opinion given must clearly refer to the Financial Statement entered in the questionnaire.
9. The Prequalification Questionnaire shall be returned to the Arkansas Department of Transportation, Attention: Program Management Division, P.O. Box 2261, Little Rock, Arkansas 72203, delivered to 10324 Interstate 30, Little Rock, Arkansas 72209, or e-mailed to PMD@ardot.gov.
10. Each prospective bidder will be notified by e-mail upon completion of the Department's review.
11. Questions regarding the preparation of the prequalification questionnaire form may be directed to telephone number (501)569-2536 or by e-mail at PMD@ardot.gov.
12. The Department should be notified as soon as possible if there are any changes to the information provided in the Questionnaire.
13. The attention of prospective bidders is directed to Arkansas Code §17-25-101 et seq., Act 1048 of the 2015 Acts of Arkansas, being an "An Act to Amend the Law Concerning the Cost of Work and Materials Requiring a General Contractor's License; and for Other Purposes", and acts amendatory thereto. When the work offered is financed in whole with State funds and is estimated to cost $50,000 or more, the prospective bidder must show evidence of license with the Contractors Licensing Board for the State of Arkansas before being furnished with a proposal form.

Licensing with the Arkansas Contractors Licensing Board is not a prerequisite to biding on projects that are funded in whole or in part with Federal-aid funds. However, an unlicensed successful bidder must become licensed within 90 calendar days after the written notice of award.

The application for a contractor's license may be obtained from the Arkansas Contractors Licensing Board at (501)372-4661 or https://www.aclb.arkansas.gov/.

14. Any company or officer working on a project that is funded in whole or in part with Federal–aid funds must be registered for System of Award Management (SAM) www.sam.gov to avoid any unnecessary delay in the prequalification process. The contractor's Unique Entity ID assigned by SAM should be listed on Page 1 of the Prequalification Questionnaire.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/16/2024

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

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

PRODUCER
McDaniel-Whitley, Inc.
P.O. Box 382007
Memphis TN 38183-2007

CONTACT NAME: Kelly Myers
PHONE (A/C, No, Ext): (901) 881-6464 FAX (A/C, No): (901) 881-6467
E-MAIL ADDRESS: kmyers@mcwins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: BITCO General Insurance Corp.	20095
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Michelle's Excavating, Inc.
10134 Highway 49 B
Brookland AR 72417

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER			CLP3728873	4/15/2024	4/15/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			CAP3728872	4/15/2024	4/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP3728891	4/15/2024	4/15/2025	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC3728874	4/15/2024	4/15/2025	X PER STATUTE OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Contractors Equipment Special Form			CLP3728873	4/15/2024	4/15/2025	Replacement Limit Deductible	$50,000 $5,000

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

CERTIFICATE HOLDER
(501) 569-2400
Arkansas Highway & Transportation Dept.
Permits Division

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
M Novarese/MYERSK

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COMPANY CONTACT INFORMATION

The information provided on this form will be used as the main contact information for your company, will be updated in our database, and used for any correspondence throughout the Department.

COMPANY: Michelle's Excavating Inc.

SUBMITTED BY: Michelle Rushing 870-239-4913
(Name of Individual) (Phone Number)

MAILING ADDRESS: 10134 Highway 49B
(Public Information) Street or P.O. Box

Brookland AR 72417
City State Zip Code

LOCATION ADDRESS:
(If different from Mailing Address) Street

City State Zip Code

TELEPHONE: 870-239-4913 FAX: 870-972-1114
(Public Information) (Include Area Code) (Public Information) (Include Area Code)

FEDERAL TAXPAYER ID NUMBER: 71-0787443

EMAIL ADDRESS: michelles893@gmail.com
(Public Information)

SAM UNIQUE ENTITY ID: JFKQDK6KJ95

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers interrogatories hereinafter made.

OFFICER'S SIGNATURE: Michelle Rushing President

NOTE: INFORMATION PROVIDED IN THIS QUESTIONNAIRE IS CONFIDENTIAL (unless otherwise noted). The Department should be notified as soon as possible of any changes regarding the information provided.

CERTIFICATION OF OFFICERS/OWNERS/PARTNERS

I, the undersigned, do hereby certify that the following list includes ALL Officer/Owners/Partners of the Company and that each person's authority to enter into agreements/contracts with the Arkansas Department of Transportation is indicated below.

IMPORTANT: The full legal name should be listed as it appears on their drivers license.

Printed Name	Title	Is this person authorized to enter into agreements? Yes	No
Michelle Rushing	President	☒	☐
		☐	☐
		☐	☐
		☐	☐
		☐	☐
		☐	☐
		☐	☐
		☐	☐
		☐	☐
		☐	☐
		☐	☐
		☐	☐
		☐	☐
		☐	☐
		☐	☐
		☐	☐

Michelle's Excavating Inc
Company Name

March 1, 2025
Date (Required)

Michelle Rushing
Signature (Must be Officer/Owner/Partner)

President
Title (Required)

Michelle Rushing
Printed Name

71-0787443
Federal Employer Identification Number

Return to:
Arkansas Department of Transportation
Attention: Program Management Division
P.O. Box 2261
Little Rock, AR 72203-2261

E-mail: pmd@ardot.gov
Fax: (501) 569-2623

Note: If any of the information provided on this certification is revised in any manner, a revised form, accompanied by a certified power of attorney, should be submitted to the address listed on Prequalification Cover Page or emailed to pmd@ardot.gov.

Additional pages may be used as needed.

CONTRACTOR'S STATEMENT OF EXPERIENCE

For the following questions 1-8 , You/Your means this organization, any officer, the qualifier of this company, you, or anyone who owns 10% or more of the entity. Answering yes to any of the following questions will NOT automatically disqualify your Prequalification. This document is required and shall not be omitted from the Prequalification Questionnaire.

1 Have you ever failed to complete any work awarded to you? ☐ Yes ☒ No If so, explain the situation, location, and project owner.

If more room is needed, please attach additional sheets.

2 Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract?

☐ Yes ☒ No

If so, state the name of the individual, other organization, and reason therefore.

3 Has any officer or partner of your organization ever failed to complete a construction contract handled in his/her own name?

☐ Yes ☒ No

If so, state the name of the individual, name of owner, and reason therefore.

4 Has any officer, employee or representative of your organization been convicted of a bidding crime (*i.e. Bid Rigging, RICO*) resulting from a jury or bench trial, entered into a plea of guilty or nolo contendere, made a public admission, made a presentation as an unindicted co-conspirator, or gave testimony, which is protected by a grant of immunity, in any jurisdiction within the past five (5) years?

☐ Yes ☒ No

If so, provide information as to date of the offense and conviction, details of the offense, court documents (*indictment, Judgement and Probation/Commitment Order*), and other pertinent information.

5 Have you filed bankruptcy or were you a part of any other organization that has filed bankruptcy within the last ten (10) years? (See definition of you above) If yes, attach a written explanation as to why bankruptcy had to be filed, along with a copy of the document prepared by your attorney listing the creditors that shows the amounts owed to each creditor and a copy of the bankruptcy discharge.

☐ Yes ☒ No

6 Have you ever pleaded guilty, no contest, nolo contendere, been convicted, found guilty, or been sentenced for any felony or misdemeanor, other than traffic violations? (See definition of you/your above) If yes, complete the Criminal Background Information form (page 6) for each offense.

☐ Yes ☒ No

7 Do you or any construction related entity in which you own 10% or more, have any outstanding liens, judgments, or pending litigations that would prevent you from bidding or working in or with a specific local, state, or federal agency? (See definition of you/your above) If yes, provide additional information.

☐ Yes ☒ No

8 Have you ever had a license revoked or suspended, been penalized or disciplined, by the Arkansas Contractors Licensing Board, the Arkansas Residential Committee, or comparable groups in any other state? (See definition of you/your above) If yes, provide additional information.

☐ Yes ☒ No

CONTRACTOR'S STATEMENT OF EXPERIENCE (Continued)

9 How many years has your organization been in business as a contractor: (a) under your present business name? Starting 32 years.

(b) Under the name of _____ years.

10 How many years experience in construction work has your organization had:

(a) As a general contractor? 26 (b) As a subcontractor? 30+

11 What is the construction experience of the principal individuals of your present organization?

NAME OF INDIVIDUAL	PRESENT POSITION IN YOUR ORGANIZATION	YEARS OF CONSTRUCTION EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
Michelle Rushing	President/Owner	36	Daily Decisions Office	Office Manager/Owner
Luke Rushing	Estimator/Dirt Foreman	11	Bidding, GPS Engineering	Foreman
Matt Rushing	Asphalt Supervisor	19	Asphalt/dirtwork	Supervisor/Operator

12 List principal projects your organization has completed in past three years:

CONTRACT AMOUNT	CLASS OF WORK	WHEN COMPLETED	NAME AND ADDRESS OF OWNER
$1,127,808.00	Asphalt parking lots, drives, tracks, sitework, Asphalt paving, storage structures, roads	Aug 2023	Triple G Construction, 8089 Hwy 70W Hensline, AR 72372
$698,008.00	Sitework, Asphalt paving, Site prep	Spring 2024	Ramsons - PO Box 9185 Jonesboro, AR
$148,584.39 C16071	Marketta Leach Pike Extensions	Nov. 23	AHTD - Little Rock, AR
$519,977.00	Sitework for Limestone parking pad, Asphalt	Fall 24	Ramsons - PO Box 9185 Jonesboro, AR
$343,788.69 C16014	Prep, Mill & Inlay, Overlay	Nov 23	AHTD Little Rock, AR PO Box 27
$725,224.00	Mill, Tack, Asphalt, Striping	Jul, 24	Lee Const. Jonesboro, AR 72403
$262,490.50	Asphalt Overlay	Nov 24	AHTD A00157 Little Rock, AR
$398,000.00	Various Asphalt	Dec 24	Keith Hammett Trkg & Const. 2170 Co Rd 920 Brookland
$231,200.00	Milling/Asphalt Paving	Dec 24	Meadows Const. PO Box 16540 Jonesboro, AR 72405
$483,860.00	Milling/Asphalt Paving	Nov 24	Meadows Const. PO Box 16540 Jonesboro,
$236,759.00	Asphalt Overlay	Nov 24	C170320 AHTD Little Rock
$488,162.96	Asphalt Overlay	Oct 24	5A355M AHTD - Little Rock

CONTRACTOR'S STATEMENT OF EXPERIENCE (Continued)

Note: Be specific on Number 13 through Number 16 by giving complete address including ZIP code and person to be contacted.

13 Show the projects your organization has under contract or pending award:

TYPE OF WORK	CONTRACT AMOUNT	PERCENT COMPLETE	LOCATION OF WORK AND FOR WHOM PERFORMED
Unclassified dirt, Asphalt	357,596.00	60	Hwy 34 Strs. 11 Armadale Seagraves PO Box 605 Pocahontas AR
Asphalt	118,293.30	0	101053 Beaver D&MD, Itch, Seagraves, " "
Asphalt	98,620.00	0	BR 11113 Clay CO. Creek, Seagraves " "
Asph. taxiway	548,535.00	0	Paragould Airport, ETC Engineers City of Paragould

14 For what cities/counties have you performed work, when and to whom? (LAST 25 years)
City of Paragould - Mayor Gaskill - Mayor Agee, Mayors for Brookland Jonesboro Harrisburg

15 For what state or federal agencies have you performed work, when and to whom?
Greene County Judges, Craighead County Judges, AR State Parks, AR Game & Fish Comm. Scatter Creek Shooting Range Greene Co

16 With what other states are you prequalified to perform highway work?
None

17 If you are a corporation, list names and addresses of all subsidiary and affiliated companies.

NAMES	ADDRESSES
None	

If you answered yes to question #6 in the Contractors Statement of Experience, complete this form.

Criminal Background Information

In cases of multiple offenses, make a copy of this form to show information for each offense.

1. Offender's legal name: _____
2. Legal offense: _____
3. The date of the conviction: _____
4. The jurisdiction (Federal, State, County, or City): _____
5. The sentence: _____

_____

6. If you were incarcerated, the date of your release: _____
7. If you were placed on probation or parole, the date of release from probation or parole: _____

_____

8. Has the offense been sealed by the Court, pardoned, or expunged? If yes, which one? _____

_____

9. Written explanation as to what occurred: _____

_____

_____

_____

_____

_____

_____

See CPA's Report

FINANCIAL STATEMENT

Company Name:

☐ An Individual
☐ A Partnership
☐ A Corporation

Employer Identification Number (Federal Tax Number) --

Condition at Close of Business , 20

ASSETS	DETAIL	TOTALS
Current Assets		
1. Cash: (a) on hand $ (b) in bank $ (c) elsewhere $	$	
2. Notes Receivable: (a) Amounts due within one year		
(b) Past due		
3. Accounts receivable from completed contracts exclusive of claims not approved for payment		
4. Sums earned on uncompleted contracts as shown by Engineer's or Architect's estimate:		
(a) Amount receivable after deducting amounts retained		
(b) Amounts retained to date, due upon completion of contracts		
5. Accounts receivable from sources other than construction contracts		
6. Deposits for bids or other guarantees: (a) Recoverable within 90 days		
(b) Recoverable after 90 days		
7. Other Current Assets		
8. Stocks and Bonds: Current (a) Listed Present market value		
(b) Unlisted Present value		
9. Materials in stock not included in item 4: (a) For uncompleted contracts		
(b) Other materials		
Subtotal, Current Assets		$
Fixed and Other Assets		
10. Real Estate: (a) Used for business purposes		
(b) Not used for business purposes		
11. Equipment, at book value		
12. Furniture and fixtures, not at book value		
13. Other Assets (Non-Current)		
Subtotal, Fixed and Other Assets		$
Total Assets		$

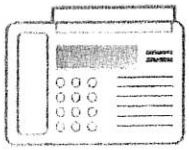
LIABILITIES AND EQUITY		
Current Liabilities		
14. Notes Payable (Due within one year EXCLUSIVE of Real Estate and Equipment Encumbrances)	$	
15. Due Subcontractors (retained percentage and current estimates)		
16. Accounts Payable: (a) Not past due		
(b) Past due		
17. Real Estate Encumbrances due within one year		
18. Equipment Encumbrances due within one year		
19. Other Liabilities due within one year		
Subtotal, Current Liabilities		$
Liabilities		
20. Notes Payable (amounts due after one year EXCLUSIVE of Real Estate and Equipment Encumbrances)	$	
21. Real Estate Encumbrances due after one year		
22. Equipment Encumbrances due after one year		
23. Other Liabilities due after one year		
Subtotal, Liabilities		$
24. Proprietor's or Partner's Equity		
25. Shareholders' Equity Capital Stock paid up Preferred: $		
Common: $		
Capital Surplus: $		
Retained Earnings: $		
Less Treasury Stock at cost: $		
Shareholders' Equity		$
Total Liabilities and Equity		$
26. **Contingent Liabilities - listed and described on separate schedule**		$

IMPORTANT: All items shown in the above FINANCIAL STATEMENT must be detailed in the schedules on subsequent pages.
Do not change the descriptive title of any balance sheet item or supporting schedule. For items not specifically listed, use the applicable schedule(s).

SHOW MONEY VALUE IN DOLLARS

F A X

Jimmy D. Wilson, CPA
1001 West Court St.
Paragould, AR 72450
870-236-6903



To: AR Contractor's Licensing Board
Fax number: 1-501-372-2247

From: Jimmy Wilson, CPA
Fax number: 870-236-6905

Date: **3-25-25**

Regarding:
Michelles Excavating Inc
ID#2748/License #001133

Phone number for follow-up:
870-236-6903

Number of pages including cover sheet: 10

Comments:
Here is the Financial Statement Information on Michelle's Excavating Inc for renewal of the Contractor's License.

Thank you.
Jimmy Wilson, CPA

ID# 2748
LICENSE# 001133

JIMMY D WILSON CPA
1001 WEST COURT ST
PARAGOULD, AR 72450
(870) 236-6903

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To Management
Michelle's Excavating Inc.
Paragould, Arkansas

I have reviewed the accompanying balance sheet of Michelle's Excavating Inc. which comprise the balance sheet as of December 31, 2024, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquires of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America. This includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

My responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. I believe that the results of our procedures provide a reasonable basis for our conclusion.

I am required to be independent of Michelle's Excavating Inc. and to meet our other ethical responsibilities with the relevant ethical requirements related to our review.

Accountant's Conclusion

Based on my review, I am not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

CPA

Paragould, AR
March 22, 2025

Michelle's Excavating Inc.
Balance Sheet
December 31, 2024

		2024
ASSETS		
CURRENT ASSETS		
Cash	$	96,434
Accounts Receivable		1,007,333
Inventory		10,422
TOTAL CURRENT ASSETS		1,114,189
EQUIPMENT AND PROPERTY		
Equipment		6,655,051
Building		513,660
Land		553,147
Vehicles		616,730
Accumulated Depreciation		(5,238,449)
		3,100,139
NOTES RECEIVABLE - OTHER		35,523
	$	4,249,851
LIABILITIES AND STOCKHOLDER'S EQUITY		
CURRENT LIABILITIES		
Accounts Payable	$	317,890
Current Portion of Long-Term Debt		327,706
TOTAL CURRENT LIABILITIES		645,596
LONG-TERM DEBT, net of current portion		1,966,234
		2,611,830
STOCKHOLDER'S EQUITY		
Common Stock, $0 par value, 1000 shares authorized and 100 shares issued and outstanding	$	300
Retained Earnings		1,637,721
		1,638,021
	$	4,249,851

See accompanying notes and independent accountant's review report.

Michelle's Excavating Inc.
NOTES TO FINANCIAL STATEMENT

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Michelle's Excavating Inc. (a Corporation) was incorporated in the State of Arkansas on July 1, 1995. Michelle's Excavating Inc. (the "Company") has one office located in Paragould, Arkansas.

Nature of Operations

The Company operates a heavy construction contracting business under the trade name of Michelle's Excavating Inc. primarily within the State of Arkansas.

Date of Management's Review

Management has evaluated subsequent events through March 22, 2025, the date which the financial statement was available to be issued. Management is not aware of any subsequent events that require further disclosure.

Accounting Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of certain assets, liabilities, and disclosures. Accordingly, the actual amounts could differ from those estimates. Any adjustments applied to estimate amounts are recognized in the year in which such adjustments are determined.

Basis of Reporting

The Company prepares its financial statements on the accrual basis of accounting. Under this method of accounting, revenue is recognized when amounts are earned and when the amount and timing of the revenue can be reasonably estimated. Expenses are recognized as they occur.

Accounts Receivable

Accounts receivable is stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Accounts Receivable (continued)

allowance and a credit to accounts receivable. Accounts receivable have been adjusted for all known uncollectible accounts and no reserve was considered necessary as management considers all reported accounts receivable to be fully collectible.

Inventory

The Company's inventory is valued at the lower of cost (first in first out) or market using the retail method.

Depreciation

Depreciation is provided for in amounts sufficient to allocate the cost of depreciable assets to operations using the straight-line method based on the following estimated useful lives:

	Years
Equipment	5 - 7
Building	39
Vehicles	5

Additions that extend the lives of the assets are capitalized while repairs and maintenance costs are expensed as incurred. When property and equipment are retired, the related cost and accumulated depreciation is removed from the balance sheet and any resultant gain or loss is recorded.

Revenue Recognition

Revenue is recognized as it is earned and related costs from contracts is recognized as it is incurred.

Contract costs include all direct material and labor costs and those indirect costs related to contract performance. General and administrative costs are expensed as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income and are recognized in the period in which the revisions are determined. The Company did have two jobs in progress as of December 31, 2024.

Michelle's Excavating Inc.
NOTES TO FINANCIAL STATEMENT

NOTE B – DEBT

The following is a summary of long-term debt at December 31, 2024:

Note Payable to Focus Bank 623833, monthly payments of $4,581.27, including interest of 5.95% collateralized by land, final payment on December 1, 2031	$	416,463
Note Payable to Focus Bank 633613, monthly payment of $6336.13 including interest at 6% collateralized by 2017 Peterbilt, final payment on December 1, 2029.	$	119,417
Notes Payable to Focus Bank 627376, monthly payment of $200.00 plus interest at 6%, collateralized by equipment, final payment June 30, 2025.	$	221
Note Payable to GM Financial, monthly payments of $944.36, including interest of 8% collateralized by 22 GMC Yukon, final payment on February 24, 2027.	$	35,942
Note Payable to TD Auto Financial, monthly payments of $452.69, including interest of 3.9% collateralized by 2021 Chevy Truck, final payment on November 1, 2026	$	8776
Note Payable to Focus Bank 632670, monthly payments of $1638.97, plus interest of 8.25%, collateralized by 20 acre gravel pit final payment on March 13, 2038.	$	185,260
Note Payable to Caterpillar Finance, monthly payments of $1182.01including interest of 4% collateralized by CB 54B Asphalt Roller, final payment on July 1, 2025.	$	8164
Notes Payable to Focus Bank 632940, monthly payment of $736.90 including interest of 9.19% collateralized by 2016 GMC 2500, final payment on May 4, 2027.	$	19,211
Notes Payable to Focus Bank 633723, monthly payments of $535.03, including interest of 9%, collateralized by 7.01 acres on Hwy 351, final payment on March 17, 2027	$	40,165

Michelle's Excavating Inc.
NOTES TO FINANCIAL STATEMENT

NOTE B – DEBT (continued)

Notes Payable to Focus Bank 633689, Line of Credit, interest of 9.09% collateralized by equipment.	$	2495
Notes Payable to Focus Bank 630870, annual payment including interest of 4%, collateralized by 2015 Boma Milling Machine final payment on June 1, 2026.	$	114,684
Notes Payable to Focus Bank 633166, monthly payment of $624.56 including interest of 9.2% collateralized by 2017 Dodge Ram 2500 final payment on July 26, 2027.	$	17,140
Note Payable to Caterpillar Finance, monthly payments of $2929.81 including interest of 6.45%, collateralized by 2020 289 PC Truck Skid Steer final payment June 6, 2027.	$	50,138
Notes Payable to Focus Bank 630537, monthly payments of $415.92 including interest of 4.5% collateralized by 8.19 acres Nestle Road Pit, final payment on April 6, 2024.	$	28,508
Note Payable to GM Financial, monthly payments of $847.99, including interest of 8% collateralized by 2024 GMC 3500 Truck, final payment on March 18, 2028.	$	37,159
Notes Payable to Focus Bank 633181, monthly payment of $2278.52 including interest of 9.17% collateralized by Asphalt Roller/Water Truck, final payment on August 2, 2027.	$	64,766
Note Payable to TD Auto Financial, monthly payments of $662.83 including interest of 3.99% collateralized by 2021 Chevy Silverado, final payment on May 6, 2027	$	18,359
Note Payable to Caterpillar Finance, monthly payments of $2345.49, including interest of 7.99% collateralized by Cat 926 M/LTE, final payment on July 16, 2028.	$	96,094

Michelle's Excavating Inc.
NOTES TO FINANCIAL STATEMENT

Notes Payable to Focus Bank 634307, monthly payments of $7196.29, including interest of 7.99%, collateralized by 2024 Cat Paver AP655X2, final payment on September 26, 2031.	$ 446,292
Notes Payable to TD Auto Financial, monthly payments of $840.02, including interest of 6.99%, collateralized by 2024 GMC Canyon, final payment on December 9, 2031.	$ 49,285
Notes Payable to John Deere Credit, monthly payments of $615.46 including interest of 8% collateralized by 2019 John Deere 3033 R Tractor, final payment on June 15, 2024.	$ 6769
Note Payable to Caterpillar Finance, monthly payments of $1103.25 including interest of 5.99% collateralized by 306-07CR, final payment on December 29, 2028	$ 41,708
Notes Payable to Focus Bank 633363, monthly payments of $2121.15 with interest of 9%, collateralized by D5KKK Cat Dozer, final payment on October 3,2026.	$ 82,652
Note Payable to Focus Bank 632104, semi annual payments of interest at 6% collateralized by 2013 Kenworth Dump Truck.	$ 135,250
Notes Payable to Caterpillar Finance, monthly payments of $1045.85, including interest of 5% collateralized by 259D3 Compact Truck loader.	$ 20,320
Notes Payable to Caterpillar Finance, monthly payments of $1113.24 Including interest, of 6% collateralized by 259D3 Compact Truck loader.	$ 21,630
Notes payable to Huntington Bank, monthly payment of $532.02 plus interest Of 5%, final payment on December 31, 2031.	$ 54,243
Note Payable to Focus Bank 628176, annual payments of $10,000.00 plus interest of 5% collateralized by equipment, final payment on December 1, 2029.	$ 49,846
Note Payable to Focus Bank 628272, monthly payments of $1900.00 plus interest of 5% collateralized by equipment, final payment on December 1, 2030.	$ 8358

AFFIDAVIT FOR CORPORATION/LLC/LP

By virtue of the original Articles of Incorporation or some subsequent official action of the Stockholders or Board of Directors, the following are the current officers of the corporation:

Chairman of the Board

President: michelle Rushing

Vice President

Secretary

Treasurer

The following officers and others are authorized to execute contracts binding the corporation

1. Michelle Rushing
2.
3.
4.
5.
6.
7.
8.
9.
10.
11.
12.

Capital paid in cash	When incorporated?	In what state?
	April 25 1995	AR

If a foreign corporation, give date admitted to do business in Arkansas? (mm/dd/yy)	Is the corporation in good standing with the Secretary of State of Arkansas in the matter of annual reports?
	Yes

STATE OF Arkansas

PARISH ss.

COUNTY OF Greene

michelle Rushing (Name of Owner/Officer) being dule sworn, deposes and says: That he is the President (Pr. Assn Mbr.)

of Michelle's Excavating Inc. (Corp. Name); the corporation described in,

and which executed, the foregoing statement of experience and all statements therein contained are true and correct and that he is familiar with the books of the said corporation showing its financial condition; that the foregoing financial statement, taken from the books of the said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof and that the answers to the foregoing interrogatories are true. He further states: That the foregoing statements of experience and financial conditions are submitted to the Arkansas State Highway Commission for the express purpose of being prequalified and eligible to perform work for the Arkansas State Highway Commission in accordance with the Specifications and Supplements thereto; and that any depository, vendor or other agency herein named is hereby authorized to supply the Arkansas State Highway Commission with any information necessary to verify these statements.

Michelle Rushing President
Signature of officer

Sworn before me this 7th day of March, 20 25

Casi Leann Graves
Notary Public

CASI LEANN GRAVES NOTARY PUBLIC GREENE COUNTY ARKANSAS MY COMMISSION EXPIRES 2-01-2032

Residing in Greene County, State of Arkansas

My Commission expires (mm/dd/yy) 2-01-2032

NOTE: The Arkansas State Highway and Transportation Department will not accept any document that is notarized by a notary who is an officer, stockholder of the corporation, or by any relative of these persons.

Company Name: Nicholes Excavating Inc.

WORK CLASSIFICATIONS

Please indicate what work your company performs (check all that apply). This information may be used for public inquiries regarding classifications of work.

1		Approach Slabs & Gutters
2	✓	Asphalt Paving
3		Asphalt Surface Treatment
4	✓	Base Work (Aggregate)
5		Bridge Painting
6		Building Construction
7		Concrete Paving
8		Concrete Work (Structures)
9	✓	Drainage (Pipe Culverts, Precast Boxes, Etc.)
10	✓	Earthwork
11		Engineering
12		Erosion Control
13		Guardrail
14	✓	Hauling
15		Hydrodemolition
16		Microsurfacing
17		Polymer Overlay
18		Striping/Pavement Markings
19	✓	Structures (Bridge and Box Culverts)
20		Traffic Control
21		Traffic Signals
22		Ultrathin Bonded Wearing Course

EQUIPMENT SCHEDULE

Each piece of equipment must be listed with cost, depreciation, and net book value. Each section should be totaled and include a grand total of all equipment.

Equipment Description	Year Mfg.	Date Purchased (mm/dd/yy)	Purchase Price	Accumulated Depreciation	Net Book Value (Cost Less Depreciation)
* See Attached Asset Listing from CPA					

ASSET LISTING

MICHELLE'S EXCAVATING COMPANY INC

Report Date - 3/25/2025

ID NO. 71-0787443 File Name: RUSHINGB Fiscal Year Date 12-31-2024

Asset I.D.	Asset Description	Date in Service	Fed Method	St Method	Cost	Fed. Basis	Fed Prior	Fed Depr	Sec 179/Allow	St. Basis	St Prior	St Depr	Prior 179/Allow	State 179/Allow
10.00	1977 GMC TRACTOR	01-01-1990	7-MACRS	7-MACRS	4,250	4,250	4,250	0	0	4,250	4,250	0	0	0
11.00	1981 LOWBOY TRAILER	01-01-1990	7-MACRS	7-MACRS	2,750	2,750	2,750	0	0	2,750	2,750	0	0	0
13.00	86 CHEVY 3/4 TON PU	01-01-1990	7-MACRS	7-MACRS	4,000	4,000	4,000	0	0	4,000	4,000	0	0	0
14.00	1967 DUMP TRUCK & TRAILER	01-01-1990	7-MACRS	7-MACRS	3,000	3,000	3,000	0	0	3,000	3,000	0	0	0
15.00	EQUIPMENT	01-01-1991	7-MACRS	7-MACRS	6,125	6,125	6,125	0	0	6,125	6,125	0	0	0
16.00	COPY MACHINE	01-01-1992	5-MACRS	5-MACRS	1,110	1,110	1,110	0	0	1,110	1,110	0	0	0
19.00	ROLLER	01-01-1992	7-MACRS	7-MACRS	750	750	750	0	0	750	750	0	0	0
20.00	3 TRAILERS & SMALL TOOLS	01-01-1992	7-MACRS	7-MACRS	6,911	6,911	6,911	0	0	6,911	6,911	0	0	0
21.00	1978 TRI AXLE DUMP TRUCK	01-01-1993	7-MACRS	7-MACRS	5,000	5,000	5,000	0	0	5,000	5,000	0	0	0
22.00	NEW BULLDOZER	08-31-1994	7-MACRS	7-MACRS	31,708	31,708	31,708	0	0	31,708	31,708	0	0	0
25.00	EQUIPMENT	01-01-1993	Non Depr Asset	Non Depr Asset	1,287,322	1,287,322	0	0	0	1,287,322	0	0	0	0
26.00	EQUIPMENT	01-01-1995	7-MACRS	7-MACRS	2,908	2,908	2,908	0	0	2,908	2,908	0	0	0
27.00	1974 MACK DIESEL TRUCK	07-07-1995	7-MACRS	7-MACRS	7,500	7,500	7,500	0	0	7,500	7,500	0	0	0
28.00	D3 DOZER	09-01-1995	7-MACRS	7-MACRS	44,410	44,410	44,410	0	0	44,410	44,410	0	0	0
29.00	TRUCK	09-01-1995	5-MACRS	5-MACRS	5,500	5,500	5,500	0	0	5,500	5,500	0	0	0
30.00	96 S10 CHEVY	10-11-1996	5-MACRS	5-MACRS	13,129	13,129	13,129	0	0	13,129	13,129	0	0	0
32.00	FUEL TANKS	01-01-1996	5-MACRS	5-MACRS	1,000	1,000	1,000	0	0	1,000	1,000	0	0	0
33.00	DISC	01-01-1996	5-MACRS	5-MACRS	550	550	550	0	0	550	550	0	0	0
35.00	FUEL TRAILER	01-01-1996	7-MACRS	7-MACRS	1,005	1,005	1,005	0	0	1,005	1,005	0	0	0
36.00	RADIOS	07-02-1996	5-MACRS	5-MACRS	2,212	2,212	2,212	0	0	2,212	2,212	0	0	0
37.00	GENERATOR	12-13-1996	7-MACRS	7-MACRS	1,757	1,757	1,757	0	0	1,757	1,757	0	0	0
38.00	TRAILER	12-30-1996	7-MACRS	7-MACRS	590	590	590	0	0	590	590	0	0	0
39.00	INGRAM 9 WHEEL ROLLER	01-01-1996	7-MACRS	7-MACRS	2,000	2,000	2,000	0	0	2,000	2,000	0	0	0

Asset No.	Asset Description	Date in Service	Fed Method	St Method	Cost	Fed. Basis	Fed Prior	Fed Depr	Sec 179/Allow	St. Basis	St Prior	St Depr	Prior 179/Allow	State 179/Allow
40.00	BALANCE-D5C DOZER	01-01-1993	7-MACRS	7-MACRS	104,562	104,562	104,562	0	0	104,562	104,562	0	0	0
42.00	EQUIPMENT	01-01-1998	7-MACRS	7-MACRS	30,519	30,519	30,519	0	0	30,519	30,519	0	0	0
43.00	PRESSURE WASHER	01-03-1998	7-MACRS	7-MACRS	3,000	3,000	3,000	0	0	3,000	3,000	0	0	0
44.00	WELDER	01-08-1998	7-MACRS	7-MACRS	2,671	2,671	2,671	0	0	2,671	2,671	0	0	0
46.00	REFRIG	04-06-1998	5-MACRS	5-MACRS	238	238	238	0	0	238	238	0	0	0
47.00	CHAIN SAW	04-09-1998	7-MACRS	7-MACRS	450	450	450	0	0	450	450	0	0	0
48.00	JD 6 WHEELER W/DUMP BED	07-29-1998	7-MACRS	7-MACRS	6,366	6,366	6,366	0	0	6,366	6,366	0	0	0
49.00	TRADE IN-5310 JD TRACTOR	09-21-1993	7-MACRS	7-MACRS	7,950	7,950	7,950	0	0	7,950	7,950	0	0	0
50.00	BUILDING	09-01-1998	NR. prop. 39 year	NR. prop. 39 year	30,048	30,048	19,475	770	0	30,048	19,475	770	0	0
51.00	86 45FT UTILITY FLOAT TRAILER	10-02-1998	7-MACRS	7-MACRS	4,000	4,000	4,000	0	0	4,000	4,000	0	0	0
52.00	1999 2X4 ATV	11-04-1998	7-MACRS	7-MACRS	4,622	4,622	4,622	0	0	4,622	4,622	0	0	0
53.00	TRAVEL TRAILER	11-20-1998	7-MACRS	7-MACRS	4,200	4,200	4,200	0	0	4,200	4,200	0	0	0
54.00	16FT TRAILER	12-01-1998	7-MACRS	7-MACRS	675	675	675	0	0	675	675	0	0	0
55.00	PULL TYPE SHEEPFOOT ROLLER	12-15-1998	7-MACRS	7-MACRS	3,000	3,000	3,000	0	0	3,000	3,000	0	0	0
56.00	1992 MACK TRUCK	12-31-1998	3-MACRS	3-MACRS	18,322	18,322	18,322	0	0	18,322	18,322	0	0	0
57.00	DEWITT AUCTION	02-01-1999	7-MACRS	7-MACRS	1,000	1,000	1,000	0	0	1,000	1,000	0	0	0
59.00		09-09-2009	5-MACRS	5-MACRS	0	0	0	0	0	0	0	0	0	0
60.00	2000 CHEVY 3/4 TON MECHANIC TR	11-12-1999	5-MACRS	5-MACRS	25,603	25,603	25,603	0	0	25,603	25,603	0	0	0
62.00	BLACKMON AUCTION	11-04-1999	7-MACRS	7-MACRS	18,759	18,759	18,759	0	0	18,759	18,759	0	0	0
63.00	ATLAS ASPHALT	11-18-1999	7-MACRS	7-MACRS	2,250	2,250	2,250	0	0	2,250	2,250	0	0	0
64.00	96 320 L CAT HYDROLICA EXCAVAT	12-22-1999	7-MACRS	7-MACRS	90,846	71,846	71,846	0	0	71,846	71,846	0	0	0
66.00	ATLAS ASPHALT	11-18-1999	7-MACRS	7-MACRS	2,250	2,250	2,250	0	0	2,250	2,250	0	0	0
67.00	96 320 L CAT HYDROLICA EXCAVAT	12-22-1999	7-MACRS	7-MACRS	90,846	71,846	71,846	0	0	71,846	71,846	0	0	0
68.00	THUMB ATTACHMENT FOR E120 TRACKHOE	02-25-2000	7-MACRS	7-MACRS	12,000	12,000	12,000	0	0	12,000	12,000	0	0	0
69.00	HAMMER	01-05-2000	7-MACRS	7-MACRS	7,168	7,168	7,168	0	0	7,168	7,168	0	0	0
70.00	GRADEABLE LASERPLANE	07-27-2000	7-MACRS	7-MACRS	2,609	2,609	2,609	0	0	2,609	2,609	0	0	0

Asset No.	Asset Description	Date In Service	Fed Method	St Method	Cost	Fed. Basis	Fed Prior	Fed Depr	Sec 179/Allow	St. Basis	St Prior	St Depr	Prior 179/Allow	State 179/Allow
71.00	GRADEABLE LASERPLANE	08-25-2000	7-MACRS	7-MACRS	2,815	2,815	2,815	0	0	2,815	2,815	0	0	0
72.00	BALANCE-2-3 CHEV CREW CAB	01-01-2000	5-MACRS	5-MACRS	37,700	37,700	37,700	0	0	37,700	37,700	0	0	0
73.00	MISC EQUIP	04-05-2000	7-MACRS	7-MACRS	3,855	3,855	3,855	0	0	3,855	3,855	0	0	0
74.00	99 TAHOE	02-28-2000	5-MACRS	5-MACRS	28,370	28,370	28,370	0	0	28,370	28,370	0	0	0
75.00	BUSHHOG	03-23-2001	7-MACRS	7-MACRS	1,049	1,049	1,049	0	0	1,049	1,049	0	0	0
76.00	LASER	04-03-2001	7-MACRS	7-MACRS	4,531	4,531	4,531	0	0	4,531	4,531	0	0	0
77.00	AIR COMPRESSOR	05-04-2001	7-MACRS	7-MACRS	2,000	2,000	2,000	0	0	2,000	2,000	0	0	0
78.00	ICE MAKER	06-13-2001	7-MACRS	7-MACRS	932	932	932	0	0	932	932	0	0	0
79.00	5105 JD TRACTOR	06-30-2001	7-MACRS	7-MACRS	17,358	17,358	17,358	0	0	17,358	17,358	0	0	0
80.00	87 FORD MECHANIC TRUCK	07-21-2001	5-MACRS	5-MACRS	900	900	900	0	0	900	900	0	0	0
81.00	ROLLER	07-13-2001	7-MACRS	7-MACRS	8,460	8,460	8,460	0	0	8,460	8,460	0	0	0
82.00	EQUIPMENT	08-31-2001	7-MACRS	7-MACRS	7,000	7,000	7,000	0	0	7,000	7,000	0	0	0
85.00	85 MACK WATER TRUCK	10-05-2001	5-MACRS	5-MACRS	8,000	8,000	8,000	0	0	8,000	8,000	0	0	0
86.00	70 MACK DUMP TRUCK	10-11-2001	5-MACRS	5-MACRS	1,262	1,262	1,262	0	0	1,262	1,262	0	0	0
87.00	HOIST	12-06-2001	7-MACRS	7-MACRS	800	800	800	0	0	800	800	0	0	0
88.00	GENERATOR	12-07-2001	7-MACRS	7-MACRS	803	803	803	0	0	803	803	0	0	0
89.00	LASER	12-07-2001	7-MACRS	7-MACRS	1,982	1,982	1,982	0	0	1,982	1,982	0	0	0
90.00	CAT 1615 ROLLER	12-13-2001	7-MACRS	7-MACRS	51,894	51,894	51,894	0	0	51,894	51,894	0	0	0
92.00	2003 CHEVY CREW CAB	08-14-2002	5-MACRS	5-MACRS	35,034	24,524	24,524	0	0	35,034	35,034	0	0	0
95.00	87 FORD MECHANIC TRUCK	12-06-2002	5-MACRS	5-MACRS	3,000	3,000	3,000	0	0	3,000	3,000	0	0	0
96.00	MISC EQUIP	11-15-2002	7-MACRS	7-MACRS	3,815	0	0	0	0	0	0	0	0	0
97.00	BUILDING IMPROVEMENTS	01-02-2002	NR. prop. 39 year	NR. prop. 39 year	22,879	22,879	12,868	586	0	22,879	12,868	586	0	0
98.00	91 INTL DUMP TRUCK	07-02-2003	7-MACRS	7-MACRS	20,035	20,035	20,035	0	0	20,035	20,035	0	0	0
99.00	94 MACK DUMP TRUCK	07-21-2003	7-MACRS	7-MACRS	25,045	25,045	25,045	0	0	25,045	25,045	0	0	0
100.00	89 DISTRIBUTION TRUCK	05-29-2003	7-MACRS	7-MACRS	12,545	0	0	0	0	0	0	0	12,545	0
101.00	99 CASE INTL TRACTOR	09-26-2003	7-MACRS	7-MACRS	62,551	62,551	62,551	0	0	62,551	62,551	0	0	0

Asset No.	Asset Description	Date in Service	Fed Method	St Method	Cost	Fed Basis	Fed Prior	Fed Depr	Sec 179/Allow	St Basis	St Prior	St Depr	Prior 179/Allow	State 179/Allow
102.00	CEDAR RAPIDS ASPHALT PAVER	03-26-2003	7-MACRS	7-MACRS	21,525	0	0	0	0	0	0	0	21,525	0
103.00	JD 5320 TRACTOR	10-21-2003	7-MACRS	7-MACRS	30,173	0	0	0	0	0	0	0	30,173	0
104.00	MX10 BUSHHOG MOWER	05-07-2003	7-MACRS	7-MACRS	4,493	0	0	0	0	0	0	0	4,493	0
105.00	ASPHALT PAVER LAXMOR	01-07-2004	7-MACRS	7-MACRS	10,000	10,000	10,000	0	0	10,000	10,000	0	0	0
106.00	DELL COMPUTER	02-10-2004	5-MACRS	5-MACRS	1,560	1,560	1,560	0	0	1,560	1,560	0	0	0
107.00	1996 CHEVY 3/4 TON TRUCK	04-20-2004	5-MACRS	5-MACRS	5,500	5,500	5,500	0	0	5,500	5,500	0	0	0
108.00	BALANCE 9370 JD TRACTOR	04-16-2004	7-MACRS	7-MACRS	21,000	21,000	21,000	0	0	21,000	21,000	0	0	0
109.00	1994 FORD UTILITY VAN	05-14-2004	5-MACRS	5-MACRS	7,000	7,000	7,000	0	0	7,000	7,000	0	0	0
110.00	JD GATOR	08-11-2004	7-MACRS	7-MACRS	8,500	8,500	8,500	0	0	8,500	8,500	0	0	0
111.00	BARBER GREEN PAVER	08-04-2004	7-MACRS	7-MACRS	25,000	0	0	0	0	0	0	0	25,000	0
112.00	SMALL TOOLS	08-17-2004	7-MACRS	7-MACRS	1,958	1,958	1,958	0	0	1,958	1,958	0	0	0
113.00	VIDOE CAMERA	03-23-2004	7-MACRS	7-MACRS	745	745	745	0	0	745	745	0	0	0
114.00	SURVEY EQUIPMENT	09-21-2004	7-MACRS	7-MACRS	8,703	8,703	8,703	0	0	8,703	8,703	0	0	0
115.00	2005 CHEVY DIESEL TRUCK	10-23-2004	5-MACRS	5-MACRS	41,798	41,798	41,798	0	0	41,798	41,798	0	0	0
116.00	1992 FREIGHTLINER DUMPSTER	10-04-2004	7-MACRS	7-MACRS	18,400	18,400	18,400	0	0	18,400	18,400	0	0	0
117.00	YORK FORKLIFT	10-06-2004	7-MACRS	7-MACRS	3,300	3,300	3,300	0	0	3,300	3,300	0	0	0
118.00	USED 320C CAT EXCAVATOR	10-31-2004	7-MACRS	7-MACRS	62,230	62,230	62,230	0	0	62,230	62,230	0	0	0
119.00	WOODSPLITTER	11-22-2004	7-MACRS	7-MACRS	1,130	1,130	1,130	0	0	1,130	1,130	0	0	0
120.00	NEW BUILDING	12-31-2004	NR. prop. 39 year	NR. prop. 39 year	40,100	40,100	19,575	1,020	0	40,100	19,575	1,028	0	0
121.00	PAN SCRAPER FOR TRACTOR	10-19-2005	7-MACRS	7-MACRS	14,750	14,750	14,750	0	0	14,750	14,750	0	0	0
122.00	IR ASPHALT ROLLER DD 90	03-28-2005	7-MACRS	7-MACRS	6,000	6,000	6,000	0	0	6,000	6,000	0	0	0
123.00	SCALES	06-06-2005	7-MACRS	7-MACRS	2,030	2,030	2,030	0	0	2,030	2,030	0	0	0
124.00	BUSHHOG	06-20-2005	7-MACRS	7-MACRS	1,755	1,755	1,755	0	0	1,755	1,755	0	0	0
125.00	TRAILER	06-20-2005	7-MACRS	7-MACRS	4,845	4,845	4,845	0	0	4,845	4,845	0	0	0
126.00	TIRES	09-02-2005	7-MACRS	7-MACRS	2,000	2,000	2,000	0	0	2,000	2,000	0	0	0
127.00	ROTARY TILLER	09-26-2005	7-MACRS	7-MACRS	4,054	4,054	4,054	0	0	4,054	4,054	0	0	0

Asset No.	Asset Description	Date in Service	Fed Method	St Method	Cost	Fed. Basis	Fed Prior	Fed Depr	Sec 179/Allow	St. Basis	St Prior	St Depr	Prior 179/Allow	State 179/Allow
128.00	LOWBOY TRAILER	12-02-2005	7-MACRS	7-MACRS	10,000	10,000	10,000	0	0	10,000	10,000	0	0	0
129.00	AIR COMPRESSOR	12-15-2005	7-MACRS	7-MACRS	2,000	2,000	2,000	0	0	2,000	2,000	0	0	0
130.00	CAT 1993 12G GRADER	03-30-2005	7-MACRS	7-MACRS	55,000	55,000	55,000	0	0	55,000	55,000	0	0	0
131.00	1000 GALLON FUEL TRAILER	06-30-2005	7-MACRS	7-MACRS	2,500	2,500	2,500	0	0	2,500	2,500	0	0	0
132.00	TACK TRUCK & 12' BLADE	06-30-2005	7-MACRS	7-MACRS	5,500	5,500	5,500	0	0	5,500	5,500	0	0	0
133.00	D3 CAT LGD DOZER	06-30-2005	7-MACRS	7-MACRS	66,000	66,000	66,000	0	0	66,000	66,000	0	0	0
137.00	MECHANICS BED	01-26-2006	7-MACRS	7-MACRS	27,377	27,377	27,377	0	0	27,377	27,377	0	0	0
138.00	2400 GALLON WATER TANK	02-01-2005	7-MACRS	7-MACRS	14,865	14,865	14,865	0	0	14,865	14,865	0	0	0
139.00	LAWN MOWERS -	06-29-2006	7-MACRS	7-MACRS	3,557	3,557	3,557	0	0	3,557	3,557	0	0	0
140.00	D6 H DOZER	08-04-2006	7-MACRS	7-MACRS	48,000	48,000	48,000	0	0	48,000	48,000	0	0	0
141.00	1989 HYSTER TRAILER	06-30-2006	7-MACRS	7-MACRS	6,500	6,500	6,500	0	0	6,500	6,500	0	0	0
142.00	1997 FREIGHTLINER QUAD AXLE	06-30-2006	3-MACRS	3-MACRS	28,000	28,000	28,000	0	0	28,000	28,000	0	0	0
143.00	1997 FREIGHTLINER WATER TRUCK	06-30-2006	7-MACRS	7-MACRS	5,000	5,000	5,000	0	0	5,000	5,000	0	0	0
144.00	2008 GMC SIERRA CREW	06-30-2007	5-MACRS	5-MACRS	38,567	38,567	38,567	0	0	38,567	38,567	0	0	0
145.00	2007 CHEVY CREW CAB	07-31-2007	5-MACRS	5-MACRS	16,238	16,238	16,238	0	0	16,238	16,236	0	0	0
146.00	1997 CHEVY DUALLY	09-17-2007	5-MACRS	5-MACRS	3,500	3,500	3,500	0	0	3,500	3,500	0	0	0
147.00	EQUIPMENT	06-30-2007	7-MACRS	7-MACRS	297,982	197,982	197,982	0	0	272,982	272,982	0	100,000	0
148.00	EQUIPMENT	01-01-2008	7-MACRS	7-MACRS	146,015	146,015	146,015	0	0	21,015	125,000	0	0	0
149.00	SHOP BUILDING	01-01-2008	NR. prop. 39 year	NR. prop. 39 year	38,633	38,633	15,799	990	0	38,633	15,799	990	0	0
150.00	2002 DODGE TRUCK	03-31-2009	5-MACRS	5-MACRS	9,650	9,650	9,650	0	0	9,650	9,650	0	0	0
151.00	EQUIPMENT	01-01-2009	7-MACRS	7-MACRS	13,664	13,664	13,654	0	0	13,664	13,664	0	0	0
152.00	2010 GMC	01-01-2010	5-MACRS	5-MACRS	38,757	38,757	38,757	0	0	38,757	38,757	0	0	0
153.00	2011 TAHOE	12-02-2010	5-MACRS	5-MACRS	41,966	41,966	41,966	0	0	41,966	41,966	0	0	0
154.00	LEEBOY PAVER	09-16-2010	7-MACRS	7-MACRS	75,160	75,160	75,160	0	0	75,160	75,160	0	0	0
155.00	PAVING EQUIPMENT	07-30-2010	7-MACRS	7-MACRS	125,000	125,000	125,000	0	0	125,000	125,000	0	0	0
156.00	GENERATOR	05-20-2010	7-MACRS	7-MACRS	2,500	2,500	2,500	0	0	2,500	2,500	0	0	0

Asset No.	Asset Description	Date in Service	Fed Method	St Method	Cost	[illegible] Basis	Fed Prior	Fed Depr	Sec 179/Allow	St Basis	St Prior	St Depr	Prior 179/Allow	State 179/Allow
157.00	CARGO TRAILER	07-25-2010	7-MACRS	7-MACRS	3,278	3,278	3,278	0	0	3,278	3,278	0	0	0
158.00	EXTRAX JD ZERO TURN MOWER	08-31-2010	7-MACRS	7-MACRS	4,871	4,871	4,871	0	0	4,871	4,871	0	0	0
159.00	UTILITY TRAILER	07-24-2010	7-MACRS	7-MACRS	1,800	1,800	1,800	0	0	1,800	1,800	0	0	0
160.00	CAR HAULER TRAILER	08-12-2010	7-MACRS	7-MACRS	2,500	2,500	2,500	0	0	2,500	2,500	0	0	0
161.00	SWEEPER BROOM ATTACHMENT	08-04-2010	7-MACRS	7-MACRS	2,500	2,500	2,500	0	0	2,500	2,500	0	0	0
162.00	DIAMOND GOOSENECK TRAILER	09-16-2010	7-MACRS	7-MACRS	4,500	4,500	4,500	0	0	4,500	4,500	0	0	0
163.00	SHEEPFOOT ROLLER	09-13-2010	7-MACRS	7-MACRS	12,000	12,000	12,000	0	0	12,000	12,000	0	0	0
164.00	CAMPING TRAILER	10-31-2010	7-MACRS	7-MACRS	5,500	5,500	5,500	0	0	5,500	5,500	0	0	0
135.00	2011 GMC SIERRA	09-01-2011	5-MACRS	5-MACRS	49,964	49,964	49,964	0	0	49,964	49,964	0	0	0
166.00	MOWER	09-30-2011	7-MACRS	7-MACRS	1,500	1,500	1,500	0	0	1,500	1,500	0	0	0
167.00	SHERWIN WILLIAMS	10-07-2011	7-MACRS	7-MACRS	4,034	4,034	4,034	0	0	4,034	4,034	0	0	0
168.00	NEA TURF CARE	09-03-2011	7-MACRS	7-MACRS	524	524	524	0	0	524	524	0	0	0
169.00	EQUIPMENT	06-30-2012	7-MACRS	7-MACRS	17,377	17,377	17,377	0	0	17,377	17,377	0	0	0
170.00	BROOKLAND SHOP	10-28-2013	NR. prop. 39 year	NR. prop. 39 year	323,687	323,687	84,719	8,299	0	323,687	84,719	8,299	0	0
171.00	LAND BROOKLAND SHOP	10-28-2013	Non Depr Asset	Non Depr Asset	36,000	36,000	0	0	0	36,000	0	0	0	0
172.00	MINI EXCAVATOR	12-01-2013	7-MACRS	7-MACRS	110,393	110,393	110,393	0	0	110,393	110,393	0	0	0
173.00	2005 CHEVY 4500	07-26-2013	5-MACRS	5-MACRS	6,900	6,900	6,900	0	0	6,900	6,900	0	0	0
174.00	MISC EQUIPMENT	01-01-2013	7-MACRS	7-MACRS	10,287	10,287	10,287	0	0	10,287	10,287	0	0	0
175.00	2011 FORD F250	01-01-2014	5-MACRS	5-MACRS	35,000	35,000	35,000	0	0	35,000	35,000	0	0	0
176.00	324 DL EXCAVTOR	11-14-2014	7-MACRS	7-MACRS	130,350	130,350	130,350	0	0	130,350	130,350	0	0	0
177.00	04 CAT 8-16B DIESEL	07-09-2014	7-MACRS	7-MACRS	79,520	79,520	79,520	0	0	79,520	79,520	0	0	0
178.00	GRACO LINEDRIVER HD	02-28-2014	7-MACRS	7-MACRS	6,235	6,235	6,235	0	0	6,235	6,235	0	0	0
179.00	GRACO GRINDLAZER 390	02-28-2014	7-MACRS	7-MACRS	7,681	7,681	7,681	0	0	7,681	7,681	0	0	0
180.00	2002 DODGE VAN	07-31-2014	5-MACRS	5-MACRS	3,000	3,000	3,000	0	0	3,000	3,000	0	0	0
181.00	ARIES INDUSTRIES	03-26-2015	7-MACRS	7-MACRS	44,332	44,332	44,332	0	0	44,332	44,332	0	0	0
182.00	TRACTOR SUPPLY	04-29-2015	7-MACRS	7-MACRS	900	900	900	0	0	900	900	0	0	0

Asset No.	Asset Description	Date In Service	Fed Method	St Method	Cost	Fed. Basis	Fed Prior	Fed Depr	Sec 179/Allow	St. Basis	St Prior	St Depr	Prior 179/Allow	State 179/Allow
183.00	2004 MACK DUMP TRUCK	06-30-2015	7-MACRS	7-MACRS	44,250	44,250	44,250	0	0	44,250	44,250	0	0	0
184.00	2014 MACK GU 713 AND DUMP BODY	06-30-2015	7-MACRS	7-MACRS	135,129	81,129	81,129	0	0	110,129	110,129	0	54,000	0
185.00	2003 GMC TRUCK	10-07-2015	5-MACRS	5-MACRS	4,500	4,500	4,500	0	0	4,500	4,500	0	0	0
187.00	JD UTILITY TRACTOR LOADER AND CUTTER	12-15-2015	7-MACRS	7-MACRS	26,399	26,399	26,398	0	0	26,399	26,399	0	0	0
188.00	1996 FORD VAN	08-19-2015	5-MACRS	5-MACRS	3,000	3,000	3,000	0	0	3,000	3,000	0	0	0
189.00	2015 FRONTIER GM1084R	03-30-2016	7-MACRS	7-MACRS	4,802	4,802	4,802	0	0	4,802	4,802	0	0	0
190.00	CUB CADET MOWER	04-13-2016	7-MACRS	7-MACRS	1,100	1,100	1,098	2	0	1,100	1,098	2	0	0
191.00	CAT DOZER DALE PARRISH	09-06-2016	7-MACRS	7-MACRS	20,000	20,000	20,000	0	0	20,000	20,000	0	0	0
192.00	STRIPER AND LINE DRIVER	09-23-2016	7-MACRS	7-MACRS	3,200	3,200	3,200	0	0	3,200	3,200	0	0	0
193.00	SWEEPER AND EQUIPMENT	11-04-2016	7-MACRS	7-MACRS	1,000	1,000	1,000	0	0	1,000	1,000	0	0	0
194.00	2 STORAGE CONTAINERS	02-29-2016	7-MACRS	7-MACRS	4,400	4,400	4,400	0	0	4,400	4,400	0	0	0
195.00	CATERPILLAR D6K TRACK TYPE TRACTOR	01-01-2016	7-MACRS	7-MACRS	248,522	248,522	248,521	1	0	248,522	248,521	1	0	0
196.00	CAT C834 ASPHALT COMPACTOR	02-12-2016	7-MACRS	7-MACRS	41,580	41,580	41,579	1	0	41,580	41,579	1	0	0
198.00	2016 JD GATOR	06-09-2016	7-MACRS	7-MACRS	12,535	12,535	12,534	1	0	12,535	12,534	1	0	0
200.00	99 CHEVY	03-01-2017	5-MACRS	5-MACRS	3,000	3,000	3,000	0	0	3,000	3,000	0	0	0
201.00	CB54 ROLLER	07-18-2017	7-MACRS	7-MACRS	114,200	114,200	109,108	5,092	0	114,200	109,108	5,092	0	0
202.00	SHOP IMPROVEMENTS	03-25-2017	7-MACRS	7-MACRS	7,000	7,000	6,686	312	0	7,000	6,686	312	0	0
203.00	LAND-ADD TO PIT	04-10-2017	Non Depr Asset	Non Depr Asset	11,000	11,000	0	0	0	11,000	0	0	0	0
204.00	EQUIPMENT	04-03-2018	7-MACRS	7-MACRS	8,730	8,730	7,562	780	0	8,730	7,562	780	0	0
205.00	2003 FREIGHTLINER	04-30-2018	3-MACRS	3-MACRS	31,586	31,586	31,586	0	0	31,586	31,586	0	0	0
206.00	FABICK CAT	05-24-2018	7-MACRS	7-MACRS	10,703	10,703	9,270	956	0	10,703	9,270	956	0	0
207.00	TRAILER TROY POTTER	06-01-2018	7-MACRS	7-MACRS	5,300	5,300	4,590	473	0	5,300	4,590	473	0	0
208.00	ASPHALT EQUIPMENT	06-15-2018	7-MACRS	7-MACRS	17,923	17,923	15,524	1,601	0	17,923	15,524	1,601	0	0
209.00	TRAILER JUSTIN JOHNSON	08-03-2018	7-MACRS	7-MACRS	1,800	1,800	1,560	161	0	1,800	1,560	161	0	0
210.00	EQUIPMENT GILLIS	10-10-2018	7-MACRS	7-MACRS	25,000	25,000	21,655	2,233	0	25,000	21,655	2,233	0	0
212.00	2010 FORD F150	12-31-2018	5-MACRS	5-MACRS	17,646	17,646	17,646	0	0	17,646	17,646	0	0	0

Asset No.	Asset Description	Date in Service	Fed Method	St Method	Cost	Fed. Basis	Fed Prior	Fed Depr	Sec 179/Allow	St. Basis	St Prior	St Depr	Prior 179/Allow	State 179/Allow
213.00	FURNITURE	05-30-2018	5-MACRS	5-MACRS	2,968	2,968	2,968	0	0	2,968	2,968	0	0	0
214.00	14 CAT ROLLER	12-31-2018	7-MACRS	7-MACRS	59,294	0	0	0	0	59,294	51,355	5,295	59,294	0
215.00	2018 CAT SKID STEER 242D	12-31-2018	7-MACRS	7-MACRS	38,557	0	0	0	0	13,557	11,741	1,211	38,557	0
217.00	DK5 DOZER & GPS	09-11-2019	7-MACRS	7-MACRS	129,083	129,083	100,284	11,514	0	129,083	100,284	11,514	0	0
218.00	2019 JD 3033R TRACTOR	01-01-2019	7-MACRS	7-MACRS	43,008	43,008	33,414	3,836	0	43,008	33,414	3,836	0	0
219.00	2019 CAT UTILITY VEHICLE	07-31-2019	7-MACRS	7-MACRS	14,802	14,802	11,500	1,320	0	14,802	11,500	1,320	0	0
221.00	LAND-WALCOTT & GRAVEL PIT	01-01-2014	Non Depr Asset	Non Depr Asset	72,000	72,000	0	0	0	72,000	0	0	0	0
222.00	LAND-3821 GREENE 721 RD	01-01-2017	Non Depr Asset	Non Depr Asset	10,191	10,191	0	0	0	10,191	0	0	0	0
223.00	TRUCK	01-10-2020	5-MACRS	5-MACRS	2,500	2,500	2,068	288	0	2,500	2,068	288	0	0
224.00	CAT AP1055E TJF	11-01-2020	7-MACRS	7-MACRS	115,382	115,382	79,336	10,304	0	115,382	79,336	10,304	0	0
225.00	CAT 308E2 MINI EXCAVATOR	06-01-2020	7-MACRS	7-MACRS	71,211	71,211	48,965	6,359	0	71,211	48,965	6,359	0	0
226.00	CAT CB54 CD500170	07-01-2020	7-MACRS	7-MACRS	28,457	28,457	19,567	2,541	0	28,457	19,567	2,541	0	0
227.00	TRAILER	01-30-2020	7-MACRS	7-MACRS	1,000	1,000	688	89	0	1,000	688	89	0	0
228.00	EQUIPMENT	06-19-2020	7-MACRS	7-MACRS	2,500	2,500	1,718	223	0	2,500	1,718	223	0	0
229.00	PURPLE WAVE ROSCO BROOM	10-05-2020	7-MACRS	7-MACRS	6,684	6,684	4,596	597	0	6,684	4,596	597	0	0
230.00	PAC VAN	11-03-2020	7-MACRS	7-MACRS	17,351	17,351	11,930	1,549	0	17,351	11,930	1,549	0	0
231.00	2021 CHEVY SILVERADO-MATTS	05-06-2021	5-MACRS	5-MACRS	64,508	64,508	45,931	7,431	0	64,508	45,931	7,431	0	0
232.00	2021 CHEVY SILVERADO LUKES	10-05-2021	5-MACRS	5-MACRS	45,985	45,985	32,741	5,297	0	45,985	32,741	5,297	0	0
233.00	2015 BOMAG MILLING MACHINE	06-01-2021	7-MACRS	7-MACRS	170,266	170,266	95,609	21,266	0	170,266	95,809	21,266	0	0
234.00	2016 CATERPILLAR CB54B	06-30-2021	7-MACRS	7-MACRS	52,000	52,000	29,261	6,495	0	52,000	29,261	6,495	0	0
235.00	8.19 ACRES NESTLE ROAD PIT #3	04-16-2021	Non Depr Asset	Non Depr Asset	41,592	41,592	0	0	0	41,592	0	0	0	0
236.00	2017 COACHMEN	10-21-2021	7-MACRS	7-MACRS	68,897	68,897	38,768	8,605	0	68,897	38,768	8,605	0	0
237.00	HEAT & AIR UNIT	09-10-2021	7-MACRS	7-MACRS	9,976	9,976	5,614	1,246	0	9,976	5,614	1,246	0	0
238.00	OFFICE FURNITURE	11-15-2021	5-MACRS	5-MACRS	10,004	10,004	7,123	1,152	0	10,004	7,123	1,152	0	0
239.00	SHOP DOOR	12-09-2021	7-MACRS	7-MACRS	1,500	1,500	843	187	0	1,500	843	187	0	0
240.00	SHOP IMPROVEMENTS	06-30-2021	7-MACRS	7-MACRS	30,146	30,146	16,964	3,765	0	30,146	16,964	3,765	0	0

Asset No.	Asset Description	Date In Service	Fed Method	St Method	Cost	Fed. Basis	Fed Prior	Fed Depr	Sec 179/Allow	St. Basis	St Prior	St Depr	Prior 179/Allow	State 179/Allow
241.00	TRAILER GOODRUM	03-09-2021	7-MACRS	7-MACRS	2,900	2,900	1,631	362	0	2,900	1,631	362	0	0
242.00	SKIDSTEER HAMMER	03-12-2021	7-MACRS	7-MACRS	3,132	3,132	1,763	391	0	3,132	1,763	391	0	0
243.00	CONCRETE EQUIPMENT	04-19-2021	7-MACRS	7-MACRS	4,910	4,910	2,763	613	0	4,910	2,763	613	0	0
244.00	2 JOB TRAILERS	10-19-2021	7-MACRS	7-MACRS	1,900	1,900	1,069	237	0	1,900	1,069	237	0	0
245.00	2021 CAT 259D3 LOADER	08-06-2021	7-MACRS	7-MACRS	61,108	61,108	34,386	7,632	0	61,108	34,386	7,632	0	0
246.00	2021 259D3 LOADER	08-05-2021	7-MACRS	7-MACRS	57,382	57,382	32,289	7,167	0	57,382	32,289	7,167	0	0
247.00	JD Z425 MOWER	03-01-2021	7-MACRS	7-MACRS	2,924	2,924	1,645	365	0	2,924	1,645	365	0	0
248.00	2001 KENWORTH	01-18-2022	7-MACRS	7-MACRS	16,418	16,418	6,367	2,872	0	16,418	6,367	2,872	0	0
249.00	2013 KENWORTH DUMP TRUCK	07-12-2022	5-MACRS	5-MACRS	191,070	191,070	99,356	36,685	0	191,070	99,356	36,685	0	0
250.00	2022 YUKON	08-30-2022	5-MACRS	5-MACRS	69,880	69,880	36,338	13,417	0	69,880	36,338	13,417	0	0
251.00	2022 CHEVY SILVERADO	02-24-2022	5-MACRS	5-MACRS	58,399	58,399	30,368	11,213	0	58,399	30,368	11,213	0	0
252.00	2020 CAT SKIDSTEER	06-08-2022	7-MACRS	7-MACRS	123,663	13,663	5,298	2,390	0	13,663	5,298	2,390	110,000	0
253.00	SMALL WHEEL LOADER	12-27-2023	7-MACRS	7-MACRS	135,703	135,703	19,392	33,234	0	135,703	19,392	33,234	0	0
254.00	D5KXL DOZER	10-03-2023	7-MACRS	7-MACRS	118,000	118,000	16,862	28,898	0	118,000	16,862	28,898	0	0
255.00	INTL 4300 WATER TRUCK	08-02-2023	7-MACRS	7-MACRS	37,500	37,500	5,359	9,184	0	37,500	5,359	9,184	0	0
256.00	2019 CAT ROLLER	08-02-2023	7-MACRS	7-MACRS	53,750	53,750	7,681	13,163	0	53,750	7,681	13,163	0	0
257.00	2023 CAT 305-07CR EXCAVATOR	06-16-2023	7-MACRS	7-MACRS	96,730	96,730	13,823	23,689	0	96,730	13,823	23,689	0	0
258.00	2017 DODGE 2500	07-21-2023	5-MACRS	5-MACRS	25,150	25,150	5,030	8,048	0	25,150	5,030	8,048	0	0
259.00	2024 GMC HD	04-18-2023	5-MACRS	5-MACRS	48,378	48,378	9,676	15,481	0	48,378	9,676	15,481	0	0
260.00	2016 GMC 2500	05-04-2023	5-MACRS	5-MACRS	29,650	29,650	5,930	9,488	0	29,650	5,930	9,488	0	0
261.00	2017 DODGE RAM 2500	07-21-2023	5-MACRS	5-MACRS	25,150	0	0	0	0	0	0	0	25,150	0
262.00	2024 GMC HD	04-18-2023	5-MACRS	5-MACRS	51,804	0	0	0	0	0	0	0	51,804	0
263.00	2016 GMC 2500	05-04-2023	5-MACRS	5-MACRS	31,861	0	0	0	0	0	0	0	31,861	0
264.00	2004 WITZ 48' TRAILER	11-20-2023	7-MACRS	7-MACRS	35,000	0	0	0	0	0	0	0	35,000	0
265.00	SURVEY LASER	12-01-2023	7-MACRS	7-MACRS	1,500	0	0	0	0	0	0	0	1,500	0
266.00	GENERATOR	12-06-2023	7-MACRS	7-MACRS	1,100	0	0	0	0	0	0	0	1,100	0

Asset No.	Asset Description	Date in Service	Fed Method	St Method	Cost	Fed. Basis	Fed Prior	Fed Depr	Sec 179/Allow	St. Basis	St Prior	St Depr	Prior 179/Allow	State 179/Allow
267.00	2020 CAT WHEEL LOADER	12-27-2023	7-MACRS	7-MACRS	135,703	0	0	0	0	0	0	0	135,703	0
268.00	TH 3W EQUIPMENT	12-29-2023	7-MACRS	7-MACRS	170,395	0	0	0	0	0	0	0	170,395	0
269.00	2023 CAT 306-076R EXCAVTOR	06-16-2023	7-MACRS	7-MACRS	97,080	0	0	0	0	0	0	0	97,080	0
270.00	INTL 4300 WATER TRUCK	08-02-2023	7-MACRS	7-MACRS	37,500	0	0	0	0	0	0	0	37,500	0
271.00	2019 CAT ROLLER	08-02-2023	7-MACRS	7-MACRS	54,016	0	0	0	0	0	0	0	54,016	0
272.00	2023 CAT D5KXL DOZER	10-03-2023	7-MACRS	7-MACRS	127,200	0	0	0	0	0	0	0	127,200	0
237	Totals				8,472,192	7,195,971	4,430,567	341,879	0	7,256,332	4,587,178	348,385	1,223,896	0

D = Disposed
Q = Quarter Worksheet

ARKANSAS DEPARTMENT OF TRANSPORTATION
AsDOT.gov | IDriveArkansas.com | Lorie H. Tudor, P.E., Director
PROGRAM MANAGEMENT DIVISION
10324 Interstate 30 | P.O. Box 2261 | Little Rock, AR 72203-2261 | Phone: 501.569.2262 | Fax: 501.569.2623

Please provide the name and email address and phone number of a primary and a secondary point of contact for your company for each category below and return with your Prequalification Questionnaire.

Company Name Michelle's Excavating, Inc.

Pre-Qualification Questionnaire

Primary contact name / email address Michelle Rushing michelles8893@gmail.com

Secondary contact name / email address Luke Rushing lrushing030@gmail.com

Phone 1 870-239-4913 **Phone 2 (optional)** _____

Invoices (Bidding/Plans/Proposal Documents)

Primary contact name / email address SAME as above " "

Secondary contact name / email address _____

Phone 1 _____ **Phone 2 (optional)** _____

Addenda

Primary contact name / email address same " "

Secondary contact name / email address _____

Phone 1 _____ **Phone 2 (optional)** _____

Bid Preparation (Bid Express, Proposal Holders List)

Primary contact name / email address same " "

Secondary contact name / email address _____

Phone 1 _____ **Phone 2 (optional)** _____

Liquidated Damages

Primary contact name / email address same " "

Secondary contact name / email address _____

Phone 1 _____ **Phone 2 (optional)** _____

Contracts (Doc Express)

Primary contact name / email address same " "

Secondary contact name / email address _____

Phone 1 _____ **Phone 2 (optional)** _____

Note: Please notify our office as soon as possible if your contact information changes.

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Michelle's Excavating Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
10134 Highway 412 B

Requester's name and address (optional)

City, state, and ZIP code
Brookland AR 72417

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

Employer identification number
7 1 - 0 7 8 7 4 4 3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | Signature of U.S. person ▶ [signature] | Date ▶ Jan. 3 2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

VII. CONTRACT

THIS AGREEMENT made this _____ day of _____, 20____, by and

between Michelle's Excavating, Inc.

(a Corporation organized and existing under the laws of the State of Arkansas)

Hereinafter called the "Contractor" and the City of Jonesboro, Arkansas, hereinafter called the "Owner".

W I T N E S S E T H:

That the Contractor and the Owner for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, incidentals and services, including utility and transportation services and perform and complete all work required for the Abilities Unlimited of Jonesboro Alleyway Improvements, in strict accordance with the Contract Documents, including all Addenda thereto

_____ dated _____

_____ dated _____

_____ dated _____

as prepared by the Engineer.

ARTICLE 2. The Contract Price. The Owner will pay the Contractor, because of his performance of the Contract, for the total quantities of work performed at the lump sum and unit prices stipulated in the Proposal, subject to additions and deductions as provided in the Section entitled "CHANGES IN THE WORK" under the GENERAL CONDITIONS.

ARTICLE 3. Contract Time. The Contractor agrees to begin work within ten (10) calendar days after issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within thirty (30) calendar days thereafter (except as modified in the GENERAL CONDITIONS of these Contract Documents). If the Contractor shall fail to complete the work within the time specified, he and his Surety shall be liable for payment to the Owner, as liquidated damages ascertained and agreed, and not in the nature of a penalty, the amount specified in the SPECIAL CONDITIONS of these Contract Documents for each day of delay. To the extent sufficient in amount, liquidated damages shall be deducted from the payments to be made under this Contract.

ARTICLE 4. Contract. The executed Contract Documents shall consist of the following:

a. This Agreement (Contract)
b. Addenda
c. Advertisement for Bids
d. Instructions to Bidders
e. Proposal
f. General Conditions
g. Supplemental General Conditions
h. Special Conditions
i. Technical Specifications including Special Provisions
j. Drawings (Plans)
k. Performance-Payment Bond

This Contract, together with other Documents enumerated in this Article 4, which said other Documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provisions in any component part of this Contract conflicts with any provision of any other component part, the conflict shall be resolved by the Engineer whose decision shall be final.

ARTICLE 5. Surety. The Surety on the Performance-Payment Bond shall be a surety company of financial resources satisfactory to the Owner, authorized to do business in the State of Arkansas, and shall comply with applicable Arkansas laws.

IN WITNESS WHEREOF, the parties hereto have caused this CONTRACT to be executed in four (4) counterparts, each of which shall be considered an original on the day and year first above written.

ATTEST:

_____
(Contractor)

_____ By_____

_____ Title_____

_____
(Street)

_____
(City)

City of Jonesboro
(Owner)

_____ By_____

_____ _____

_____

VIII. ARKANSAS PERFORMANCE-PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____

as Principal, hereinafter called Principal, and _____

of _____State of _____, as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Jonesboro as Obligee, hereinafter called Owner, in the amount _____ _____Dollars ($_____) in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly, severally, and firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, The Principal entered into a Contract with the Owner by written Agreement dated the _____ day of _____, 20____, a copy of which is attached hereto and made a part hereof, hereinafter referred to as the Contract, for the Abilities Unlimited of Jonesboro Alleyway Improvements.

NOW THEREFORE, if the Principal shall well and truly perform and complete in good, sufficient, and workmanlike manner all of the work required by said Contract and within the time called for thereby to the satisfaction of the Owner, and shall pay all persons for labor, materials, equipment, and supplies furnished by said Principal in accordance with said Contract (failing which such persons shall have a direct right to action against the Principal and Surety under this obligation, but subject to the Owner's priority) and shall hold and save harmless the Owner from any and all claims, loss, and expense of every kind and nature arising because of or resulting from the Principal's operation under said Contract, except payments to the Principal rightly due the Principal for work under said Contract, then this obligation shall be null and void; otherwise to remain in full force and effect.

Any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Owner of an extension of time for the performance of the Contract, or any other forbearance on the part either of the Owner or Principal to the other shall not release in any way the Principal and Surety, or either of them, their heirs, personal representatives, successors, or assigns from their liability hereunder, notice to the Surety of any alteration, extension, or forbearance hereby being waived.

In no event shall the aggregate liability of the Surety exceed the sum set herein.

No suit, action, or proceeding shall be brought on this bond outside the State of Arkansas. No suit, action, or proceeding shall be brought on this bond, except by the Owner, after six (6) months from the date on which final payment to the Contractor falls due. No suit, action, or proceeding shall be brought by the Owner after two (2) years from the date on which final payment to the Contractor falls due.

This bond is executed pursuant to the terms of Arkansas Code Ann. §§ 18-44-501 et. seq.

Executed on this _____ day of _____, 20____.

_____
(Principal)

By_____

Title_____

SEAL

_____
(Surety)

By_____
(Attorney-in-Fact)

NOTES:

1. This bond form is mandatory. No other forms will be acceptable.
2. The date of the Bond must not be prior to the date of the Contract.
3. Any surety executing this Bond must appear on the U.S. Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Arkansas.
4. Attach Power of Attorney.

IX. GENERAL CONDITIONS

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GC.1 DEFINITIONS

Wherever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

(1) The term "Addendum" means any change, revision, or clarification of the Contract Documents which has been duly issued by the Local Public Agency, or the Engineer, to prospective Bidders prior to the time of receiving bids.

(2) The term "Award" means the acceptance by the owner of the successful bidder's proposal.

(3) The term "Bidder" means any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

(4) The term "Calendar Day" means every day shown on the calendar.

(5) The term "Change Order" means a written order to the contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the scope of work affected by the change. The work covered by the change order shall be within the scope of the contract.

(6) The term "Contract" means the Contract executed by the Local Public Agency and the Contractor of which these GENERAL CONDITIONS form a part.

(7) The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Advertisement For Bids, Instructions to Bidders, Proposal, Performance-Payment Bond, General Conditions, Supplemental General Conditions, Special Conditions, Supplemental Special Conditions, Technical Specifications, and Drawings.

(8) The term "Contractor" means the person, firm, or corporation entering into the Contract with the Local Public Agency to construct and install the improvements embraced in this project.

(9) The term "Engineer" means the City of Jonesboro Engineering Department, serving the Local Public Agency with engineering services, its successor, or any other person or persons employed by said Local Public Agency to furnish engineering services in connection with the construction embraced in the Contract.

(10) The term "Local Government" means the City of Jonesboro, Arkansas, within which the Project is situated.

(11) The term "Local Public Agency" or "Owner" means the City of Jonesboro, which is

authorized to undertake this Contract.

(12) The term "Plans" or "Drawings" means the official drawings or exact reproductions which show the location, character, and details of the work contemplated, and which are to be considered part of the contract, supplementary to the specifications.

(13) The term "Proposal" means the written offer of the Bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the Plans and Specifications.

(14) The term "Specifications" means a part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials, or testing, which are cited in the specifications by reference shall have the same force and effect as if included in the contract physically.

(15) The term "Subcontractors" shall mean the individual, partnership or corporation entering into an agreement with the Contractor to perform any portion of the work covered by the Plans and Specifications.

(16) The term "Surety" shall mean any person, firm, or corporation that has executed, as Surety, the Contractor's Performance Bond securing the performance of the Contract.

(17) The term "Technical Specifications" means that part of the Contract documents which describes, outlines and stipulates the quality of the materials to be furnished; the quality of workmanship required; and the controlling requirements to be met in carrying out the construction work to be performed under this Contract. This also includes Special Provisions.

(18) The term "Work" shall mean the furnishing of all necessary labor, tools, equipment, appliances, supplies, and material other than materials furnished by the Owner as specified to complete the construction covered by the Plans and Specifications.

GC.2 SUPERINTENDENCE BY CONTRACTORS

Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the Local Public Agency and the Engineer, on the work at all times during working hours with full authority to supervise and direct the work and who shall be the Contractor's agent responsible for the faithful discharge of the Contractor's obligations under the Contract.

The Owner shall have the authority to require the Contractor to remove from the work any incompetent or insubordinate superintendent.

GC.3 CONTRACTOR'S EMPLOYEES

The Contractor shall employ only competent skillful workers and shall at all times enforce strict discipline and good order among the employees.

The Contractor shall neither permit nor suffer the introduction or use of alcoholic beverages or controlled substances upon or about the work embraced in this Contract.

The Owner may require the Contractor to dismiss from the work such employee or employees as the Owner or the Engineer may deem incompetent, or careless, or insubordinate.

GC.4 SAFETY OF CONTRACTOR'S EMPLOYEES

The Contractor shall be responsible for the safety of his employees during the progress of the work as well as the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.

GC.5 SUBCONTRACTS

The Contractor is responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by the subcontractors and is aware that nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Owner.

GC.6 OTHER CONTRACTS

The Local Public Agency may award, or may have awarded other Contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling his own work with that to be performed under other Contracts as may be directed by the Local Public Agency. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

GC.7 CONTRACTOR'S INSURANCE

Before any work is commenced, the Contractor shall furnish an approved certificate of insurance addressed to the Owner, showing that he carries the following insurance which shall be maintained throughout the term of the Contract.

(1) Workmen’s Compensation	- Statutory Limit
(2) Employer's Liability for Hazardous Work	- If Needed

(3) Public Liability (Bodily Injury)	- $1,000,000/occurrence
and Property Damage	- $2,000,000/aggregate
(4) Builder's Risk	- Insurable Portion

The Contractor shall carry or require that there be carried the insurance listed in (1) through (3) above for the protection of all his employees and those of his Subcontractors engaged in work under this Contract, and for the protection of the public.

If the work includes pipelines or other underground structures, the Property Damage Liability shall include explosion, collapse, and underground coverage.

The premiums for all insurance and the bond required herein shall be paid by the Contractor.

It shall be the obligation of the Contractor to complete and deliver to the Owner the structure required by these Contract Documents regardless of any loss, damage to, or destruction of the structure prior to delivery.

GC.8 OWNER'S AND ENGINEER'S PROTECTIVE LIABILITY INSURANCE

The Owner requires the Contractor to name the City of Jonesboro and the Engineer as an additional insured on their Protective Liability insurance, which shall be in force for the entire project period. Limits of liability shall be the following:

Bodily Injury Liability (Including Death)	- $1,000,000/occurrence
and Physical Damage Liability	
(Damage to or Destruction of Property)	- $2,000,000/aggregate

GC.9 FITTING AND COORDINATION OF THE WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, Subcontractors, or material men engaged upon this Contract. He shall be prepared to guarantee to each of his Subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

GC.10 MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect or through failure to comply with any applicable Government regulations by the Contractor, any other Contractor or any Subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or Subcontractor by agreement or arbitration, if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against the Local Public Agency on account of any damage alleged to have been so sustained,

the Local Public Agency will notify this Contractor, who shall defend at his own expense any suit based upon such claim, and, if any judgments or claims against the Local Public Agency shall be allowed, the Contractor shall pay or satisfy such judgments or claim and pay all costs and expenses in connection therewith.

GC.11 PAYMENT TO CONTRACTOR

Payment may be made to the Contractor once a month in accordance with the Payment to Contractors Schedule provided at the end of this section. The Engineer will prepare (with the required assistance from the Contractor) the application for partial payment. If the bid contains lump sum prices, the Contractor shall furnish to the Engineer, upon request, a detailed cost breakdown of the several items of work involved in the lump sum prices. The Engineer will use this cost breakdown to determine the amount due the Contractor as progress payment. Weekly Certified Payroll shall be provided by the Contractor to the Grants and Community Development Department on a weekly basis. Weekly Certified Payroll must be submitted before payments are made.

The amount of the payment due to the Contractor shall be determined by the total value of work completed to date, deducting five percent (5%) for retainage, adding the value of submitted paid invoices covering construction materials, properly stored on the site, and deducting the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit and lump sum prices contained in the Proposal. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of paid invoices, covering construction materials for which material payments are made, shall be furnished to the Engineer before such material payments are made.

NOTE: It has been the policy of the Owner to make payments for properly stored materials/equipment based upon invoice price and allow the Contractor to submit paid invoices within 30 days (or the next partial payment period). If paid invoices are not provided within the time allowed, then the materials/equipment so paid for will be removed from the next partial payment.

Monthly or partial payments made by the Owner to the Contractor are monies advanced for the purpose of assisting the Contractor to expedite the work of construction. All material and complete work covered by such monthly or partial payments shall remain the property of the Contractor, and he shall be responsible for the care and protection of all materials and work upon which payments have been made. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Owner in all details.

GC.11.1 Withholding Payments: The Local Public Agency may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Local Public Agency and if it so elects may also withhold any amounts due from the Contractor to any Subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for

the benefit of the Local Public Agency and will not require the Local Public Agency to determine or adjust any claims or disputes between the Contractor and his Subcontractors or material dealers, or to withhold any monies for their protection unless the Local Public Agency elects to do so. The failure or refusal of the Local Public Agency to withhold any monies from the Contractor shall not impair the obligations of any Surety or Sureties under any bond or bonds furnished under this Contract. Such withholding may also occur as a result of the Contractor's failure or refusal to prosecute the work with such diligence as will insure its completion within the time specified in these Contract Documents, or as modified as provided in these Contract Documents, or if the Contractor fails to comply with any applicable regulations promulgated by the U.S. Government or any other Government agencies.

GC.11.2 Final Payment: After final inspection and acceptance by the Local Public Agency of all work under the Contract, the application for final payment shall be prepared which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit and lump sum prices stipulated in the Unit Price Schedule. The total number of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments. All prior payments shall be subject to correction in the final payment. Final payment to the Contractor shall be made subject to his furnishing the Local Public Agency with a release in satisfactory form of all claims against the Local Public Agency arising under and by virtue of his Contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation and the release as provided under the section entitled DISPUTES under GENERAL CONDITIONS.

The Local Public Agency, before paying the final estimate, may require the Contractor to furnish releases or receipts from all Subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project), and services to the Contractor, if the Local Public Agency deems the same necessary in order to protect its interest. The Local Public Agency, however, may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall not impair the obligations of any Surety or Sureties furnished under this Contract.

Withholding of any amount due the Local Public Agency under the section entitled LIQUIDATED DAMAGES FOR DELAY under SPECIAL CONDITIONS, shall be deducted from the payments due the Contractor.

All equipment warranties and general guarantee and maintenance bond provisions shall become effective for one year upon date of final acceptance of the completed, project by the Local Public Agency.

GC.11.3 Payments Subject to Submission of Certificates: Each payment to the Contractor by the Local Public Agency shall be made subject to submission by the Contractor of all written certifications required of him.

PAYMENT TO CONTRACTORS 2025 SCHEDULE - CONTRACTED PROJECTS	
Deadline for Invoice Submittal to Engineering	**City of Jonesboro Payment Schedule**
Monday, December 30, 2024	Wednesday, January 8, 2025
Friday, January 31, 2025	Monday, February 10, 2025
Friday, February 28, 2025	Monday, March 10, 2025
Friday, March 28, 2025	Tuesday, April 8, 2025
Monday, April 28, 2025	Thursday, May 8, 2025
Friday, May 30, 2025	Monday, June 9, 2025
Friday, June 27, 2025	Tuesday, July 8, 2025
Tuesday, July 29, 2025	Friday, August 8, 2025
Friday, August 29, 2025	Monday, September 8, 2025
Friday, September 26, 2025	Wednesday, October 8, 2025
Friday, October 31, 2025	Monday, November 10, 2025
Friday, November 28, 2025	Monday, December 8, 2025

GC.12 USE OF COMPLETED PORTIONS

The Owner shall have the right to use any completed or partially completed portion of the work and such use shall not be considered as an acceptance of any work.

GC.13 CHANGES IN THE WORK

The Local Public Agency may make changes in the scope of the work required to be performed by the Contractor under the Contract or make additions thereto, or omit work therefrom without invalidating the Contract, and without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the Guaranty Bonds, and without relieving or releasing the Surety or Sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.

Except for the purpose of affording protection against any emergency endangering life or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements, or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Local Public Agency authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract price will be valid unless so ordered.

After the work is complete, a final change order may be prepared to be accepted by the Owner and Contractor to adjust final payment as required to cover the actual units of work acceptably completed.

If the applicable unit prices are contained in the Proposal (established as a result of either a unit price or a Supplemental Schedule of Unit Prices) the Local Public Agency may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the applicable unit and lump sum prices specified in the Contract; provided that in case of a unit price Contract the net value of all changes does not increase or decrease the original total amount shown in the Agreement by more than twenty-five (25) percent in accordance with the section entitled BALANCED BID; VARIATION IN QUANTITIES under INSTRUCTIONS TO BIDDERS.

If applicable unit prices are not contained in the Unit Price Schedule as described above or if the total net change increases or decreases the total Contract price more than twenty-five (25) percent, the Local Public Agency shall, before ordering the Contractor to proceed with a desired change, request an itemized Proposal from him covering the work involved in the change after which the procedure shall be as follows:

(1) If the Proposal is acceptable the Local Public Agency will prepare the Change Order in accordance therewith for acceptance by the Contractor and

(2) If the Proposal is not acceptable and prompt agreement between the two (2) parties cannot be reached, the Local Public Agency may order the Contractor to proceed with the work on a Force Account basis, under which the net cost shall be the sum of the actual costs that follow:

(A) Labor, including foremen;

(B) Materials entering permanently into the work;

(C) The ownership or rental cost of construction plant and equipment during the time of use on the extra work;

(D) Power and consumable supplies for the operation of power equipment;

(E) Insurance;

(F) Social Security and old age and unemployment contributions.

To the net cost shall be added a fixed fee agreed upon, but not to exceed fifteen (15) percent of the net cost, to cover supervision, overhead, bond, and any other general expense, and profit.

Each Change Order shall include in its final form:

(1) A detailed description of the change in the work.

(2) The Contractor's Proposal (if any) or a conformed copy thereof.

(3) A definite statement as to the resulting change in the Contract price and/or time.

(4) The statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the Change Order.

GC.14 CLAIMS FOR EXTRA COST

If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Local Public Agency, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted or would result in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.

Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall at once be reported to the Local Public Agency, and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Local Public Agency.

If, on the basis of the available evidence, the Local Public Agency determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall then be as provided in the Section entitled CHANGES IN THE WORK under GENERAL CONDITIONS.

GC.15 OWNER'S RIGHT TO TERMINATE CONTRACT

Termination for Cause

If the Contractor shall be adjudged as bankrupt or shall file a petition for an arrangement or reorganization under the Bankruptcy Act, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except under conditions where extension of time is approved, to supply adequate workmen, equipment and material, or disregard laws, ordinances, or the instructions of the Engineer, or otherwise be guilty of a violation of any provisions of the Contract; provided further that if the Contractor at any time fails to comply with any applicable Federal or State regulation which prevents either the Local Public Agency or the Contractor from fulfilling its obligations

under these Contract Documents, then the Owner upon certification of the Engineer that sufficient cause exists to justify such action may, without prejudice to any other right or remedy, and after giving the Contractor ten (10) days' written notice, terminate the employment of the Contractor.

At the expiration of the said ten (10) days, the Owner may immediately serve notice upon the Surety to complete the work.

In the case the Surety fails to comply with the notice within thirty (30) days after service of such notice, the Owner may complete the work and charge the expense of the completion, including labor, materials, tools, implements, machinery, or apparatus, to said Contractor; and the expense so charged shall be deducted and paid by the Owner out of such monies as may be due, or that may thereafter at any time become due to the Contractor under and by virtue of this Contract. And in case such expense is less than the sum which would have been payable under this Contract if the same had been completed by the Contractor, then said Contractor shall be entitled to receive the difference. And in case such expense is greater than the sum which would have been payable under this Contract if the same had been completed by said Contractor, then the Contractor and his Surety shall pay the amount of such excess to the Owner, on demand from said Owner or Engineer of the amount so due.

Termination for Convenience

The City of Jonesboro may, by written notice to the Contractor, terminate this contract without cause. The City must give notice of termination to the Contractor at least ten (10) days prior to the effective date of termination.

Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

(1) cease operations as directed by the Owner in the notice;

(2) take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

(3) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Subcontracts and purchase orders and enter into no further Subcontracts and purchase orders.

In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and actual costs incurred directly as a result of such termination, and there will be no compensation for overhead and profit on work not executed.

GC.16 SUSPENSION OF WORK

Should contingencies arise to make such action necessary, the Owner shall have the right to suspend the whole or any part of the work for a period not to exceed sixty (60) days by giving the Contractor notice in writing three (3) days prior to the suspension.

The Contractor after written notice to resume work shall begin within ten (10) days from the date of such notice.

If the work or any part thereof shall be stopped by the Owner's notice and the Owner fails to notify the Contractor to resume work within sixty (60) days, the Contractor may abandon that portion of the work so suspended and the Contractor shall be paid for all work performed on the portion so suspended at unit prices quoted in the Unit Price Schedule for completed work involved, at agreed prices on any extra work involved, and at a fair and equitable price for partially completed work involved.

The Engineer may suspend work pending the settlement of any controversy. The Contractor shall not be entitled to any claim for loss or damage by reason of such delay, nor shall he be entitled to any extension of time; but an extension may be granted by the Owner at his discretion.

GC.17 DELAYS - EXTENSION OF TIME - LIQUIDATED DAMAGES

If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner, the Owner's Engineer or employees, or by any separate contractor employed by the Owner, or by changes ordered in the work, or by strikes, lock-outs, fire, unusual delay in transportation, unavoidable casualty, or any other cause beyond the Contractor's control, then the time of completion shall be extended for such reasonable time as the Owner may decide; provided, however, said time of completion shall be extended upon the following conditions and no other.

1) Requests for extension of time shall be in writing. No extension of time shall be granted automatically.

2) The Contractor claiming an extension of time because of any of the contingencies hereinabove mentioned, shall, within ten (10) days of the occurrence of the contingency which justifies the delay, notify the Owner in writing of his claim and the reasons therefore.

3) In event of a continuing cause of delay, only one claim is necessary.

GC.17.1 Excusable Delays: The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:

(1) To any acts of the Government, including controls or restrictions upon requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;

(2) To any acts of the Owner;

(3) To causes not reasonable foreseeable by the parties of this Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions.

(4) To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (1), (2), and (3) of this paragraph.

It is acknowledged between the parties to this Contract that the work to be performed by the Contractor will result in a benefit to the Owner and that a delay in completion of the work will be detrimental to the Owner. It is further acknowledged that, while work is in progress, the Owner shall incur an indeterminable amount of expense as a result of necessary supervision of the work and other overhead and administrative expenses.

It is, therefore, agreed that if there is a delay in the completion of the work beyond the period elsewhere herein specified which has not been authorized by the Owner as set forth above, then the Owner may deduct from the Contract price the amount stated in the Special Conditions, bound herewith, as liquidated damages.

GC.18 DISPUTES

All disputes arising under this Contract or its interpretation, whether involving law or fact or both, or extra work, and all claims for alleged breach of Contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to the Local Public Agency for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim, but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified within this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Local Public Agency of notice thereof.

The Contractor shall submit in detail his claim and his proof thereof. Each decision by the governing body of the Local Public Agency will be in writing and will be mailed to the Contractor by registered mail, with return of receipt requested.

If the Contractor does not agree with any decision of the Local Public Agency, he shall in no case allow the dispute to delay the work, but shall notify the Local Public Agency promptly that he is proceeding with the work under protest, and he may then except the matter in question from the final release.

GC.19 ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the local Public Agency; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Local Public Agency. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment, supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

GC.20 TECHNICAL SPECIFICATIONS AND DRAWINGS

The Drawings and this Specification are to be considered cooperative. All work necessary for the completion of the facility shown on the Drawings, but not described in this Specification, or described in this Specification but not shown on the Drawings, OR REASONABLY IMPLIED BY EITHER OR BOTH, shall be executed in the best manner, the same as if fully shown and specified. When no figures or memoranda are given, the Drawings shall be accurately followed, according to their scale, but in all cases of discrepancy in figures or details, the decision of the Engineer shall be obtained before proceeding with the Work. If the Contractor adjusts any such discrepancy without first having obtained the approval of the Engineer, it shall be at his own risk, and he shall bear any extra expense resulting therefrom.

GC.21 SHOP DRAWINGS

Shop Drawings shall be required for all equipment, materials, and as required by the Engineer. All Shop Drawings, Machinery Details, Layout Drawings, etc., shall be submitted to the Engineer in four (4) copies for review (unless otherwise specified) sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting, and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said Shop Drawings, etc. until they are reviewed, and approved; and no claim, by the Contractor, for extension of the Contract time will be granted by reason of his failure in this respect.

Any Drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any Drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of Contract price and/or time; otherwise, the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the Drawings have been reviewed.

The review of Shop Drawings by the Engineer shall be considered an accommodation to the Contractor

to assist him in the execution of the Contract. The Engineer's review of such Drawings shall not relieve the Contractor of his responsibility to perform the work in strict accordance with the Plans and Specifications, and approved changes.

If the Shop Drawing is in accordance with the Contract or involves only a minor adjustment in the interest of the Local Public Agency not involving a change in Contract price or time, the Engineer shall so stamp the Drawing and shall contain in substance the following:

> "Corrections or comments made on the shop drawings during this review do not relieve contractor from compliance with requirements of the drawings and specifications. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The contractor is responsible for: confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating his work with that of all other trades; and performing his work in a safe and satisfactory manner".

GC.23 REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the Local Public Agency for any additional information not already in his possession which should be furnished by the Local Public Agency under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and shall list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two (2) weeks after the Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

GC.23 REFERENCE TO MANUFACTURER OR TRADE NAME - "OR EQUAL CLAUSE"

If the Plans, Specifications, or Contract Documents, laws, ordinances or applicable rules and regulations permit the Contractor to furnish or use a substitute that is equal to any material or equipment specified, and if the Contractor wishes to furnish or use a proposed substitute, he shall make written application to the Engineer for approval of such a substitute certifying in writing that the proposed substitute will perform adequately the functions called for in the general design, be similar and of equal substance to that specified, and be suited to the same use and capable of performing the same functions as that specified; the use of such substitute will not require revisions of related work. No substitute shall be ordered or installed without the written approval of the Engineer who will be the judge of equality and may require the Contractor to furnish such other data regarding the proposed substitute as he considers pertinent. No substitute shall be ordered or installed without such performance guarantee and bonds

as the Owner may require which shall be furnished at Contractor's expense.

Where such substitutions alter the design or space requirements indicated on the Contract Drawings, detailed drawings shall be prepared and submitted by the Contractor delineating any changes in, or additions to, the work shown on the Contract Drawings, and such drawings and changes or additions to the work shall be made by the Contractor at no additional expense to the City. In all cases, the burden of proof that the material or equipment offered for substitution is equal in construction, efficiency, and service to that named on the Contract Drawings and in these Contract Documents shall rest on the Contractor, and unless the proof is satisfactory to the Engineer, the substitution will not be approved.

GC.24 SAMPLES, CERTIFICATES, AND TESTS

The Contractor shall submit all material, product, or equipment samples, descriptions, certificates, affidavits, etc., as called for in the Contract Documents or required by the Engineer, promptly after award of the Contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the Contract time. Submit four (4) copies of data for Engineer's review.

Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with Contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer, and all specifications or other detailed information which will assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

Approval of any materials shall be general only and shall not constitute a waiver of the Local Public Agency's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable, at the Contractor's expense.

Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

(1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by

the Engineer;

(2) The Contractor shall assume all costs of re-testing materials which fail to meet Contract requirements;

(3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient; and

(4) All Construction materials shall be tested in accordance with AHTD Specifications and at the contractor's expense.

GC.25 PERMITS AND CODES

The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers, the Contractor shall remove such work without cost to the Local Public Agency.

The Contractor shall at his own expense, secure and pay to the appropriate department of the Local Government the fees or charges for all permits for street pavements, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavement cuts, building, electrical, plumbing, water, gas, and sewer permits required by the local regulatory body or any of its agencies.

The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris, and rubbish on or off the site of the work, and commit no trespass on any public or private property in any operation due to or connected with the Improvements embraced in this Contract.

GC.26 CARE OF WORK

The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any injury, including death, to any person, and for any damage to property which may result from their failure, or from their improper construction, maintenance, or operation. He shall indemnify and save harmless the Local Public Agency and the Engineer and their employees and agents, against any judgement with costs, which may be obtained as a result of such injury or property damage, because of the alleged liability of the Local Public Agency or of the Engineer.

The Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in

whole or in part by payments made by the Local Public Agency.
The Contractor shall provide sufficient competent watchmen, as required to protect the work both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Local Public Agency, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Local Public Agency. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Local Public Agency as provided in the Section entitled CHANGES IN THE WORK under GENERAL CONDITIONS.

The Contractor shall avoid damage, as a result of his operations, to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations, to the satisfaction of the Owner.

The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the Improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Local Public Agency, and the Engineer, from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which it may be claimed that the Local Public Agency, or the Engineer, is liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

GC.27 QUALITY OF WORK AND PROPERTY

All property, materials, and equipment shall be new and free of defects upon completion of the Contractor's performance and, unless different standards are specified elsewhere in the Contract Documents, shall be of the best type and quality available for the purpose. All of the Contractor's work shall be performed with the highest degree of skill and completed free of defects and in accordance with the Contract Documents. Any work, property, materials, or equipment not in conformance with these standards shall be considered defective. If any work, property, materials or equipment is discovered to have been defective or not in conformance with the Contract Documents, whether said discovery is made before or after completion of performance, the Contractor, at his expense, after written notice from the Owner or Engineer, shall promptly replace or correct the deficiency and pay any engineering costs and consequential expense or damage incurred by the Owner in connection therewith. If the Contractor fails to promptly correct all deficiencies, the Owner shall have the option of remedying the defects at the Contractor's cost. If the Contractor is required to furnish shop drawings

or designs, the above provisions shall apply to such drawings or designs.

Neither the Owner's payment, acceptance, inspection or use of the work, property, materials, or equipment, nor any other provision of the Contract Documents shall constitute acceptance of work, property, materials, or equipment which are defective or not in accordance with the Contract Documents. If the Contractor breaches any provision of the Contract Documents with respect to the quality of the work, property, materials, equipment or performance, whether initial or corrective, his liability to the Owner shall continue until the statute of limitations with respect to such breach of contract has expired following discovery of the defect. All parts of this section are cumulative to any other provisions of the Contract Documents and not in derogation thereof. If it is customary for a warranty to be issued for any of the property to be furnished hereunder, such warranty shall be furnished, but no limitations in any such warranty shall reduce the obligations imposed under the Contractor in the Contract Documents or by Arkansas Law; but if any greater obligations than imposed in this Contract are specified in any such warranty or by Arkansas Law, those greater obligations shall be deemed a part of this Contract and enforceable by the Owner.

GC.28 ACCIDENT PREVENTION

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, including applicable parts of the Arkansas Department of Labor Safety Code, shall be observed. The Contractor shall take or cause to be taken such safety and health measures, additional to those herein required, as he may deem necessary or desirable. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

The Contractor shall indemnify and save harmless the Local Public Agency, and the Engineer, from any claims for damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this Contract.

GC.29 SANITARY FACILITIES

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved

source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

GC.30 USE OF PREMISES

The Contractor shall confine his equipment, storage of materials, and construction operations to the Rights-of-Way to accommodate the permanent construction furnished by the Local Public Agency, or as may be directed otherwise by the Local Public Agency, and shall not unreasonably encumber the site of other public Rights-of-Way with his materials and construction equipment. In case such Rights-of-Way furnished by the Local Public Agency are not sufficient to accommodate the Contractor's operations, he shall arrange with the Local Government, or with the owner or owners of private property for additional area or areas, and without involving the Local Public Agency in any manner whatsoever.

The Contractor shall comply with all reasonable instructions of the Local Public Agency and the ordinances and codes of the Local Government (including but not limited to those) regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

GC.31 REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the project site and public Rights-of-Way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris, and unused materials provided for the work, thoroughly clean all drainage pipes, structures, ditches, and other features, and put the whole site of the work and public Rights-of-Way in a neat and "broom" clean condition. Trash burning on the site of the work will be subject to prior approval of the Jonesboro Fire Department.

GC.32 RETURN OF OWNER'S MATERIALS, EQUIPMENT OR PROPERTY

Any materials, equipment or other property which belongs to the Owner, removed by the Contractor, shall be delivered to the Owner's designated warehouse unless its re-use is specified in the Plans and Specifications. If the Contractor fails to deliver the materials, equipment, or other property, the value, as determined by the Engineer, shall be deducted from amounts due the Contractor.

GC.33 OBSERVATION OF WORK

The Engineer, his authorized representative, and any Federal, State, County, or local authority representative having jurisdiction over any part of the work, or area through which the work is located, shall at all times have access to the work in progress.
The detailed manner and method of performing the work shall be under the direction and control of the Contractor, but all work performed shall at all times be subject to the observation of the Engineer

or his authorized representative to ascertain its conformance with the Contract Documents. The Contractor shall furnish all reasonable aid and assistance required by the Engineer for the proper observation and examination of the work and all parts thereof.

The Engineer is not responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction, or safety precautions and programs incident thereto.

Observers may be appointed by the Engineer or Owner. Observers shall have no authority to permit any deviation from the Plans and Specifications except on written order from the Engineer and the Contractor will be liable for any deviation except on such written order. Observers shall have authority, subject to the final decision of the Engineer, to condemn and reject any defective work and to suspend the work when it is not being performed properly.

The observer shall in no case act as superintendent or foreman or perform other duties for the Contractor, nor interfere with the management of the work by the latter. Any advice which the observer may give the Contractor shall in no way be construed as binding to the Engineer in any way or releasing the Contractor from fulfilling all of the terms of the Contract.

Any defective work may be rejected by the Engineer at any time before final acceptance of the work, even though the same may have been previously overlooked and estimated for payment and payment therefore made by the Owner.

The Contractor shall notify the Engineer sufficiently in advance of backfilling or concealing any facilities to permit proper observation. If the facilities are concealed without approval or consent of the Engineer, the Contractor shall uncover for observation and recover such facilities all at his own expense, when so requested by the Engineer.

Should it be considered necessary or advisable by the Engineer at any time before final acceptance of the entire work to make an examination of work already completed, by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his Subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus fifteen (15) percent of such costs to cover superintendence, general expenses and profit, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

Observation of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such observation and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the

Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the observation of materials as a whole or in part will be made at the project site.
All condemned or rejected work shall be promptly taken out and replaced by satisfactory work. Should the Contractor fail or refuse to comply with the instructions in this respect, the Owner may, upon certification by the Engineer, withhold payment, proceed to terminate the Contract, or perform work as provided herein.

GC.34 REVIEW BY LOCAL PUBLIC AGENCY OR OWNER

The Local Public Agency, its authorized representatives and agents, shall at all times during work hours have access to and be permitted to observe and review all work, materials, equipment, payrolls, and personnel records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the Local Public Agency through its authorized representatives or agents. Representatives of Federal, State, and local government agencies also have the right of physical inspection of the work during work hours.

GC.35 PROHIBITED INTERESTS

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof.

GC.36 FINAL INSPECTION

When the Improvements embraced in this Contract are substantially completed, the Contractor shall notify the Local Public Agency in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the Local Public Agency having charge of observation. If the Local Public Agency determines that the status of the Improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as practicable. The inspection party will also include the representatives of each Department of the Local Government and any other involved government agencies when such improvements are later to be accepted by the Local Government and/or other government agencies.

GC.37 PATENTS

The Contractor shall hold and save harmless the Local Public Agency, its officers, employees, and the Engineer, from liability of any nature or kind, including costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Local Public Agency, unless otherwise specifically stipulated in the Technical Specifications.

GC.38 WARRANTY OF TITLE

No material, supplies, or equipment for the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Local Public Agency free from any claims, liens, or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract, shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Local Public Agency. The provisions of this paragraph shall be inserted in all subcontracts and material Contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal Contract is entered into for such materials.

GC.39 GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the Improvements embraced in this Contract by the Local Public Agency or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of twelve (12) months from the agreed upon day of final acceptance of the work. The Local Public Agency will give notice of defective materials and work with reasonable promptness.

X. SUPPLEMENTAL GENERAL CONDITIONS

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SGC.1 PROGRESS SCHEDULE

The Contractor shall submit a construction contract schedule of the bar graph (or other approved) type seven (7) calendar days prior to the preconstruction conference showing the following information as a minimum:

(1) Actual date construction is scheduled to start if different from the date of notice to proceed.

(2) Planned contract completion date.

(3) Beginning and completion dates for each phase of work.

(4) Respective dates for submission of shop drawings and the beginning of manufacture, the testing of, and the installation of materials, supplies, and equipment.

(5) All construction milestone dates.

(6) A separate graph showing work placement in dollars versus contract time. The schedule shall incorporate contract changes as they occur. The schedule shall be maintained in an up-to-date condition and shall be available for inspection at the construction site at all times.

The construction contract schedule shall be submitted in conjunction with and/or in addition to any other specification requirements concerning schedules.

SGC.2 DRAWINGS

One (1) set of Plans and Specifications shall be furnished to the Contractor, at no charge, for construction purposes. Additional copies may be obtained at cost of reproduction upon request.

The Contractor shall keep one (1) copy of all drawings and Contract Documents in good condition readily accessible at the site of the work available to the Engineer and his authorized representatives.

SGC.3 ADDITIONAL INSURANCE (i.e. Railroad Insurance)

Intentionally Left Blank

SGC.4 RECORD DRAWINGS

Before any work is started, the Contractor shall obtain at his own expense one set of Plans to be used for Record Drawings. The Engineer will supply the Plans at printing cost to the Contractor. Record Drawings will be kept on full-size plan sheets; no half-size sheets will be permitted. The Record Drawings shall be stored and maintained in good condition at all times by the Contractor and shall be made available to the Engineer at the work site immediately at the Engineer's request. All writing, notes,

comments, dimensions, etc. shall be legible. The Record Drawings shall be stored flat and shall not be rolled. The Record Drawings shall be submitted to the Engineer before the project can be accepted.

The Contractor shall accurately identify and document the locations of all underground and/or concealed work that he has performed and/or has been affected by his work. This shall include all equipment, conduits, pipe lines, valves, fittings and other appurtenances and underground structures that are part of the Contractor's work and their proximity to existing underground structures and utilities to the extent known. The Contractor will certify accuracy of the Record Drawings by endorsement.

The Contractor's work shall be documented on the Record Drawings in an on-going manner. Distances, offsets, depths, etc. shall be accurately measured from permanent fixed objects so that the Owner can expose any item of the work in the future with a minimum of effort. All such measurements shall be made before the items of work are covered or backfilled. The Contractor shall be required to expose and recover/backfill the work at his own expense if, in the Engineer's opinion, the measurements need to be verified.

SGC.6 MINIMUM WAGES

The Contractor shall comply with the wage provisions of the Davis Bacon Act and the administrative regulations promulgated thereunder, as they apply under this Contract.

It shall be the responsibility of each Bidder to determine the consequences of the applicable wage provisions of the Davis Bacon Act, and include in his bid any costs made necessary because of them. No additional payment will be made, and no extension of Contract time will be allowed because of the provisions of the Act.

The Contractor shall comply with all applicable wage provisions of the Davis Bacon Act including the following:

(1) Pay wage rates not less than the prevailing hourly wage for each craft or type of workman needed to execute the Contract, as determined by the United States Department of Labor. Such determination covering rates for regular hours, fringe benefits, and rates for holidays and overtime are listed on the following page.

(2) Post on the site of the work, in a conspicuous and accessible place, a copy of the prevailing wage rates and worker rights as determined by the United States Department of labor.

(3) Keep an accurate record of workman employed by him, and by each subcontractor, if any, including the wage payments made. Such record, or records, shall be available for inspection by the United States Department of Labor, and the Owner, during reasonable hours.

(4) The Contractor's bond shall guarantee the payment of wages as herein specified.

(5) Contractor shall provide schedule of working hours to Grants and Community Development Department to allow for department representatives to conduct Davis-Bacon interviews of workers to ensure correct wage determinations are being paid to workers.

Wage rates as established by the United States Department of Labor are minimums for wage payments under this Contract.

There is no assurance on the part of the Owner that mechanics and laborers can be obtained for the rates herein bound. Each Bidder shall determine for himself the availability of laborers and mechanics, and the rates he must pay to obtain employees. Such rates of pay may be greater than, but cannot be less than, the wage rates bound herein.

"General Decision Number: AR20250060 01/03/2025

Superseded General Decision Number: AR20240060

State: Arkansas

Construction Type: Heavy
HEAVY CONSTRUCTION PROJECTS (Including Water and Sewer Lines)

Counties: Craighead and Poinsett Counties in Arkansas.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/03/2025

ELEC0295-008 01/01/2023

	Rates	Fringes
ELECTRICIAN		
Electrical contracts over $1,500,000	$ 34.02	15.00
Electrical contracts under $1,500,000	$ 27.80	14.69

SUAR2015-057 01/09/2017

	Rates	Fringes
CARPENTER, Includes Form Work	$ 17.89	3.27
CEMENT MASON/CONCRETE FINISHER	$ 16.36 **	0.00
LABORER: Common or General	$ 12.19 **	1.13
LABORER: Pipelayer	$ 14.16 **	2.08
OPERATOR: Backhoe/Excavator/Trackhoe	$ 17.09 **	0.00
OPERATOR: Bulldozer	$ 16.32 **	1.65
OPERATOR: Crane	$ 24.21	6.79
OPERATOR: Loader	$ 15.43 **	0.00
PAINTER (Brush and Roller)	$ 18.00	0.00
TRUCK DRIVER: Dump Truck	$ 14.13 **	1.90

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the

minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated

rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an

internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

XI. SPECIAL CONDITIONS

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SC.1 GENERAL

The provisions of this section of the Specifications shall govern in the event of any conflict between them and the "General Conditions".

SC.2 LOCATION OF PROJECT

The project is located in the alleyway between Walnut Street and Vine Street north of West Matthews Avenue. A map showing the general location is included in the plan sets.

SC.3 SCOPE OF WORK

The work to be performed under this Contract consists of furnishing all materials, labor, supervision, tools and equipment necessary to perform all work required to make necessary patches and overlay to an existing alleyway.

SC.4 TIME ALLOTTED FOR COMPLETION

The time allotted for completion of the work shall be thirty (30) consecutive calendar days, which time shall begin within ten (10) days of the work order or notice to proceed. After award of the Contract is made and the Contract Documents are completed, the Engineer shall issue a Notice to Proceed, notifying the Contractor to proceed with the construction of the project, subject to the provisions of this paragraph.

SC.5 FORMS, PLANS AND SPECIFICATIONS

Forms of Proposal, Contract and Bonds, and Plans and Specifications may be examined at the City of Jonesboro Engineering Department, 300 South Church Street, Jonesboro, Arkansas 72403, and obtained upon payment of $25.00 each. No refunds will be made.

SC.6 LIQUIDATED DAMAGES FOR DELAY

The number of calendar days allowed for completion of the project is stipulated in the Proposal and in the Contract and shall be known as the Contract Time.

1. It is understood and agreed by and between the Owner and the Contractor that the time of completion herein set out is a reasonable time. The Contractor shall perform fully, entirely, and in an acceptable manner, the work contracted for within the contract time stated in the Contract. The contract time shall be counted from ten days after the effective date of the "Notice to Proceed"; and shall include all Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of any orders of the Engineer for suspension of the prosecution of the work, due to the fault of the Contractor, shall be counted as elapsed contract time, and shall not be considered for an extension of time.

2. Extensions of time for completion, under the condition of 2(a) next below, will be granted;

extensions may be granted under other stated conditions:

a. If the satisfactory execution and completion of the Contract shall require work or material in greater amounts or quantities than those set forth in the Contract, then the Contract time shall be increased in the same proportion as the additional work bears to the original work contracted for.

b. An average or usual number of inclement weather days, when work cannot proceed, is to be anticipated during the construction period and is not to be considered as warranting extension of time. If, however, it appears that the Contractor is delayed by conditions of weather, so unusual as not to be reasonably anticipated, extensions of time may be granted.

c. Should the work under the Contract be delayed by other causes which could not have been prevented or contemplated by the Contractor, and which are beyond the Contractor's power to prevent or remedy, an extension of time may be granted. Such causes of delay shall include but not necessarily be limited to the following:

(1) Acts of God, acts of the public enemy, acts of the Owner except as provided in these Specifications, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

(2) Any delays of Subcontractors or suppliers occasioned by any of the causes specified above.

3. The Resident Project Representative or other authorized representative of the City shall keep a written record sufficient for determination as to the inclusion of that day in the computation of Contract time. This record shall be available for examination by the Contractor during normal hours of work as soon as feasible after the first of each construction month. In case of disagreement between the representative of the City and the Contractor, as to the classification of any day, the matter shall be referred to the City whose decision shall be final.

4. The amount of all extensions of time for whatever reason granted shall be determined by the Owner. In general, only actual and not hypothetical days of delay will be considered. The Owner shall have authority to grant additional extensions of time as the Owner may deem justifiable.

The amount of Liquidated Damages to be assessed shall be in accordance with the schedule that follows:

Amount of Contract	Liquidated Damages Per Day
Less than $25,000.00	$100.00
Not less than $ 25,000.00 but less than $ 50,000.00	$150.00
Not less than $ 50,000.00 but less than $ 100,000.00	$200.00
Not less than $100,000.00 but less than $ 500,000.00	$250.00
Not less than $500,000.00 but less than $1,000,000.00	$350.00
Over $1,000,000.00	$500.00

1. Time is an essential element of the Contract and it is important that the work be pressed vigorously to completion. Loss will accrue to the public due to delayed completion of the facility; and the cost to the Owner of the administration of the Contract, including engineering, inspection and supervision, will be increased as the time occupied in the work is lengthened.

2. Should the Contractor fail to complete the work as set forth in the Specifications and within the time stipulated in the Contract, there shall be deducted the amount shown in the schedule above, for each day of delay, from any monies due or which may thereafter become due him, not as a penalty, but as ascertained and liquidated damages.

3. Should the amount otherwise due the Contractor be less than the amount of such ascertained and liquidated damages, the Contractor and his Surety shall be liable to the Owner for such deficiency.

If the Contractor finds it impossible for reasons beyond his control to complete the work within the Contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the Contract time as extended, make a written request to the Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may recommend to the Owner that the contract time be extended as conditions justify. If the Owner extends the contract, the extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

SC.7 KNOWLEDGE OF CONDITIONS

The Contractor states that he has examined all the available records and has made a field examination of the site and right-of-way and that he has informed himself about the character, quality, and quantity of surface and subsurface materials and other conditions to be encountered; the quantities in various sections of the work; the character of equipment and facilities needed for the prosecution of the work; the location and suitability of all construction materials; the local labor conditions; and all other matters in connection with the work and services to be performed under this contract.

SC.8 PERMITS AND RIGHTS-OF-WAY

The Owner will secure easements across public or private property permanently required for the pipelines at no cost to the Contractor.

The Contractor shall lease, buy, or otherwise make satisfactory provision, without obligating the Owner in any manner, for any land required outside the land provided by the Owner.

State Highway and Railroad Crossing Permits will be secured by the Owner. All other permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor.

SC.9 REFERENCE SPECIFICATIONS

Where reference is made in these Specifications to the Standard Specifications of the Arkansas State Highway and Transportation Department, such reference is made for expediency and standardization, and such specifications (latest edition thereof) referred to are hereby made a part of these Specifications.

More specifically, if any items or materials required for completion of the work required for this project are not specified in these Contract Documents, such items or materials and requirements for installation shall conform to the latest edition of the Arkansas State Highway and Transportation Department Standard Specifications for Highway Construction.

SC.10 PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED

In case it is necessary to change or move the property of any owner or of a public utility, such property shall not be moved or interfered with until ordered to do so by the Engineer. The right is reserved to the owner of public utilities to enter upon the limits of the project for the purpose of making such changes or repairs of their property that may be made necessary by performance of this Contract.

SC.11 USED MATERIALS

No material which has been used by the Contractor for any temporary purpose whatever is to be incorporated in the permanent structure without written consent of the Engineer.

SC.12 EXISTING STRUCTURES

The Plans show the locations of all known surface and subsurface structures. However, the Owner assumes no responsibility for failure to show any or all of these structures on the Plans, or to show them in their exact location. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as to necessitate changes in the lines or grades, or requires the building of special work, provisions for which are not made in the Plans and Proposal, in which case the provisions in these Specifications for Extra Work shall apply.

The Contractor shall be responsible for protection of all existing structures, and any damage caused by his operations shall be repaired immediately without cost to the Owner. It shall be the responsibility of the prospective Contractor to examine the site completely before submitting his bid.

SC.13 USE OF EXPLOSIVES

Any use of explosives or blasting shall be as outlined in these Specifications.

SC.14 BARRICADES, LIGHTS, AND WATCHMEN

Where the work is performed on or adjacent to any street, alley, or public place, the Contractor shall, at his own expense, furnish and erect such barricades, fences, lights, and danger signals, shall provide such watchmen, and shall provide such other precautionary measures for the protection of persons or property and of the work as are necessary.

Barricades shall be painted in a color that will be visible at night. From sunset to sunrise the Contractor shall furnish and maintain at least one light at each barricade and a sufficient number of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The Contractor shall furnish watchmen in sufficient numbers to protect the work.

The Contractor will be held responsible for all damage to the work due to failure to provide barricades, signs, lights, and watchmen to protect it. Whenever evidence is found of such damage, the Engineer may order the damaged portion immediately removed and replaced by the Contractor at his expense. The Contractor's responsibility for the maintenance of barricades, signs, and lights, and for providing watchmen, shall not cease until the project shall has been accepted by the Owner.

SC.15 FENCES AND DRAINAGE CHANNELS

Boundary fences or other improvements removed to permit the installation of the work shall be replaced in the same location and left in a condition as good or better than that in which they were found except as indicated on the Drawings.

Where surface drainage channels are disturbed or blocked during construction, they shall be restored to their original condition of grade and cross section after the work of construction is completed.

SC.16 WATER FOR CONSTRUCTION

Water used for the mixing of concrete, testing, or any other purpose incidental to this project, shall be furnished by the Contractor. The Contractor shall make the necessary arrangements for securing and transporting such water and shall take such water in a manner and at such times that will not produce a harmful drain or decrease of pressure in the Owners' water system. No separate payment will be made for water used but the cost thereof shall be included in the Unit Price Schedule.

SC.17 MATERIAL STORAGE

Materials delivered to the site of the work in advance of their use shall be stored so as to cause the least inconvenience and in a manner satisfactory to the Engineer.

SC.18 EXISTING UTILITIES AND SERVICE LINES

The Contractor shall be responsible for the protection of all existing utilities or improvements crossed by or adjacent to his construction operations. Where existing utilities or service lines are cut, broken, or damaged, the Contractor shall replace or repair immediately the utilities or service lines with the

same type of original material and construction or better, at his own expense.

SC.19 TESTING, INSPECTION AND CONTROL

Testing and control of all materials used in the work shall be done by an approved commercial laboratory employed and paid directly by the Contractor. The Contractor shall furnish, at his own expense, all necessary specimens for testing of the materials, as required by the Engineer.

Testing and control of all materials used for this project shall be done in accordance with the Standard Specifications and The Arkansas State Highway and Transportation Department Field Sampling manual.

Only Technicians certified by the Center for Training Transportation Professionals, University of Arkansas Department of Civil Engineering, Fayetteville, Arkansas (CTTP) shall perform quality control and acceptance testing on this project. Testing Laboratories shall be CTTP certified also. The Contractor shall furnish, at his own expense, all necessary specimens for testing of the materials, as required by the Engineer.

Materials testing for this project will be at the Contractor's expense with the exception of verification testing by an independent, approved Testing Laboratory, furnished by the City of Jonesboro. The City of Jonesboro reserves the right to employ a certified lab to perform verification and acceptance testing normally performed by the Arkansas State Highway and Transportation Department. The Contractor shall cooperate fully with the testing firm so employed by the City of Jonesboro

SC.20 BOND

Coincident with the execution of the Contract, the Contractor shall furnish a good and sufficient surety bond, in the full amount of the Contract sum, guaranteeing the faithful performance of all covenants, stipulations, and agreements of the Contract, the payment of all bills and obligations arising from the execution of the Contract, (which bills or obligations might or will in any manner become a claim against the Owner), and guaranteeing the work included in this Contract against faulty materials and/or poor workmanship for one (1) year after the date of completion of Contract.

All provisions of the bond shall be complete and in full accordance with Statutory requirements. The bond shall be executed with the proper sureties through a company licensed and qualified to operate in the state and approved by the Owner. The issuing agent's power of attorney shall be attached to the bond and the bond shall be signed by an agent resident in the state and date of bond shall be the date of execution of the Contract. If at any time during the continuance of the Contract the surety on the Contractor's bond becomes irresponsible, the Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof, the Contract may be suspended and all payments or money due the Contractor withheld.

SC.21 LIGHT AND POWER

The Contractor shall provide, at his own expense, temporary lighting and facilities required for the proper prosecution and inspection of the work. At the time the Owner obtains beneficial occupancy of any of the facilities placed in satisfactory service, charges for power and light for regular operation of those involved facilities will become the responsibility of the Owner.

SC.23 LINES AND GRADES

The Contractor will be furnished baselines and benchmarks to control the work. The Contractor shall be responsible for the additional instrument control necessary to layout and construct the improvements. The Contractor's instrument control of the work shall not be measured for separate payment.

As a minimum, the Contractor shall provide the following instrument control for the work:

a. For the full length and width of all areas within the limits of paving, the finished grade of the concrete surface course shall be controlled by grade wires or forms set by the Contractor to control the final surface, in accordance with the plans.

b. For the full length and width of all areas within the limits of paving, the initial courses of bituminous pavement will be controlled by uniform thickness. The course under the final surface course shall be controlled by grade wire, and the final surface course shall be controlled by uniform thickness. The bituminous pavement shall be constructed with a lay down machine with automatic controls and a forty (40) foot ski.

c. For the full length and width of all areas within the limits of paving, the crushed aggregate base course and the sub base course will be controlled with intermediate and final surface stakes, "blue tops". Stakes shall be set as required or as directed by the Engineer to control the construction.

d. The Contractor shall set intermediate line and grade stakes and final grade stakes, "blue tops," as required to control the construction of shoulders.

SC.23 LEGAL HOLIDAYS

January 1, Martin Luther King, Jr. Day, President’s Day, Memorial Day, July 4, Labor Day, Veteran’s Day, Thanksgiving, Day after Thanksgiving, December 24, and December 25 will be considered as being legal holidays; no other days will be so considered. Should any holiday fall on Sunday, the holiday shall be observed on the following Monday. No engineering observation will be furnished on legal holidays or Sundays, except in an emergency. The Contractor shall observe the legal holidays and Sundays, and no work shall be performed on these days except in an emergency. However, these days shall not be excluded from Contract time.

SC.24 SEQUENCE OF CONSTRUCTION

Sequence of all phases of work shall be such as to provide for the least possible inconvenience to the Owner. Scheduling of work which would interfere with normal traffic operation shall be coordinated with the Owner. Material and equipment received on the project prior to time of installation shall be stored at such locations designated by the Owner.

The Contractor shall furnish a proposed work schedule to the Engineer for review and approval as soon as possible after award of the Contract. This schedule shall show anticipated equipment delivery schedules and times of beginning and completing of the several work tasks.

SC.25 TEST BORINGS

The Contractor may rely upon the general accuracy of the test pit or soil boring data contained in reports or drawings, but such reports and drawings are not Contract Documents. The Contractor may not rely upon or make any claim against Owner, Engineer, or Engineer's Consultants with respect to (1) the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by the Contractor and safety precautions and programs incident thereto, (2) other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings, (3) any Contractor interpretation of or conclusion drawn from any data, interpretations, opinions, or information.

SC.26 TEMPORARY FIELD OFFICE

Not required for this project.

SC.27 RELEASE AND CONTRACTOR'S AFFIDAVIT

At the project's completion, the Contractor shall execute the attached Release and Lien Waiver to release all claims against the Owner arising under and by virtue of his Contract. The date of the Release shall be that agreed to for the final acceptance of the project with the Owner.

SC.28 MAINTENANCE BOND

The Contractor shall execute the attached Maintenance Bond guaranteeing the work included in the Contract against faulty materials and/or prior workmanship for one year after completion of the Contract. The date of the Maintenance Bond shall be that agreed to for the final acceptance of the project with the Owner. The Maintenance Bond shall be for 100% of the final contract amount.

At the end of the applicable maintenance period, the Owner and/or the Engineer, with the Contractor, shall make an inspection of the work. The Contractor immediately shall repair and correct any and all defects which have resulted from faulty workmanship, equipment, or materials, following which repair and correction the Local Public Agency will accept full maintenance of the work.

RELEASE

FROM: Contractor's Name_____

Address_____

_____

TO: City of Jonesboro

DATE OF CONTRACT: _____

Upon receipt of the final payment and in consideration of that amount, the undersigned does hereby release the Owner and its agents from any and all claims arising under or by virtue of this Contract or modification thereof occurring from the undersigned's performance in connection with the construction of the

Abilities Unlimited of Jonesboro Alleyway Improvements

project.

_____
Contractor's Signature

_____
Title

Subscribed and sworn to before me this _____ day of _____, 20____.

_____
Notary Public

My Commission Expires:

_____

CONTRACTOR'S AFFIDAVIT

FROM: Contractor's Name_____

Address_____

_____

TO: City of Jonesboro

DATE OF CONTRACT: _____

I hereby certify that all claims for material, labor, and supplies entered into contingent and incident to the construction or used in the course of the performance of the work on the construction of the

Abilities Unlimited of Jonesboro Alleyway Improvements

have been fully satisfied.

_____

Contractor's Signature

_____

Title

Subscribed and sworn to before me this _____ day of _____, 20____.

_____

Notary Public

My Commission Expires:

_____

The Surety Company consents to the release of the retained percentage on this project with the understanding that should any unforeseen contingencies arise having a right of action on the bond that the Surety Company will not waive liability through the consent to the release of the retained percentage.

Dated _____ _____

Surety Company

By_____

Resident Agent, State of Arkansas

_____

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we,_____,

as Principal, and _____,

as Surety, are held and firmly bound unto the City of Jonesboro, as Obligee, in the full and

just sum of _____
($_____) DOLLARS, lawful money of the United States of America, to be paid to the said Obligee, its successors or assigns, for the payment of which, well and truly to be made, we and each of us, bind ourselves, our heirs, executors and assigns, themselves, and their successors and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 20_____.

The conditions of this obligation are such, that whereas, said Principal,
has by a certain contract with the City of Jonesboro dated the ____ day of _____, 20 ____, agreed to construct the Abilities Unlimited of Jonesboro Alleyway Improvements and to maintain the said Improvement in good condition for a period of one (1) year from the date of acceptance of the improvements.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall indemnify and hold harmless the said Obligee from and against all loss, costs, damages, and expenses whatsoever which it may suffer or be compelled to pay by reason of failure of the said Principal to keep said work in repair for a one year period beginning _____ against any and all defects of faulty workmanship or inferior material, then this obligation shall be void; otherwise to remain in full force and effect.

It is further agreed that if the said Principal or Surety herein shall fail to maintain said improvements in good condition for the said period of 1 year, and at any time repairs shall be necessary, that the cost of making said repairs shall be determined by the Owner, or some person or persons designated by the Owner to ascertain the same, and if, upon thirty (30) days notice, the said
amount ascertained shall not be paid by the Principal or Surety herein, or if the necessary repairs are not made, that said amount shall become due upon the expiration of thirty (30) days, and suit may be maintained to recover the amount so determined in any Court of competent jurisdiction; and that the amount so determined shall be conclusive upon the parties as to the amount due on this bond for the repair or repairs included therein; and that the cost of all repairs shall be so determined from time to time during the life of this bond, as the condition of the improvements may require.

Signed, sealed and delivered the day and year first above written.

_____
Principal

ATTEST:

_____ BY:_____

_____ _____

SEAL

_____
Surety

ATTEST:

_____ BY:_____
Attorney in Fact

_____ _____

XII. TECHNICAL SPECIFICATIONS

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TITLE

SP-1 Standard Specifications for Highway Construction
Arkansas State Highway and Transportation Department, Latest Edition (including all Errata for the Book of Standard Specifications)

SP-1 - SPECIFICATIONS, ARKANSAS STATE HIGHWAY COMMISSION

General

The standard specifications of the Arkansas State Highway and Transportation are bound in a book titled Standard Specifications for Highway Construction. These specifications are referred to herein as "Standard Specifications." The latest edition shall apply.

A copy of these "Standard Specifications" may be obtained from the Arkansas State Highway and Transportation Department, Little Rock, Arkansas, at their customary charge.

XIII. ANTI-COLLUSION AFFIDAVIT AND SUSPENSION AND DEBARMENT CERTIFICATION

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ANTI-COLLUSION AFFIDAVIT
SUSPENSION AND DEBARMENT CERTIFICATION

Suspension and Debarment

This contract with the **City of Jonesboro** is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

> The certification in this clause is a material representation of fact relied upon by **the City of Jonesboro**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **the City of Jonesboro**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Michelle's Excavating Inc.
(Name of Bidder/Proposer)

Michelle Rushing
(Printed Name of Bidder's Agent)

Michelle Rushing
(Signature of Bidder's Agent)

President
(Printed Title of Bidder's Agent)

August 5 2025
(Date Executed)

ANTI-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this 5 day of August, 2025

Michelle's Excavating Inc
(Name of Organization)

Michelle Rushing, President
(Title of Person Signing)

Michelle Rushing, Pres
(Signature)

ACKNOWLEDGEMENT

STATE OF Arkansas)
) ss
COUNTY OF Craighead)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 5th day of August, 2025.

Jordan K. Rushing
Notary Public Signature

My Commission Expires: 6-25-2035

JORDAN K. RUSHING Commission No. 12694787 NOTARY PUBLIC Commission Expires 06-25-2035 GREENE COUNTY ARKANSAS

Budgeted Amount $28,000.00

Opened by S A Kent

Tabulated by T B Cooper

Bid # 2025:19

Date: 8/6/2025

DIVISIONS/DEPARTEMENT:
Engineering - Abilities Alleyway Improvements

NOTE: No award will be made at bid opening - all bids will be evaluated in the coming days.

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Item	Quan	Description	Michelle's Excavating Unit	Michelle's Excavating Amount	Unit	Amount	Unit	Amount
1	1365	202 R & D Asphalt SF	$3.00	4,095.00				
2	75	210 Unclassified Excavation CY	$42.00	3,150.00				
3	150	303 Class 7 Aggregate Base Course Ton	$50.00	7,500.00				
4	12	Asphalt Patch Ton	$250.00	3,000.00				
5	50	Asphalt Overlay Ton	$200.00	10,000.00				
6	1	Mobilization LS	$1,500.00	1,500.00				
		Total Base Bid		29,245.00				
		Bid Bond (Y or N)	Yes					
		Signature (Y or N)	Yes					
		Qualifications Received (Y or No)	Yes					

Text File

File Number: RES-25:102

Agenda Date: **Version:** 1 **Status:** Recommended to Council

In Control: Finance & Administration Council Committee **File Type:** Resolution

A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH CRABTREE & SON, INC. FOR THE JET BUS SHELTER UPGRADES (BID 2025:20)

WHEREAS, the City of Jonesboro desires to accept the low bid and enter into a contract for the JET Bus Shelter Upgrades (Bid 2025:20);

WHEREAS, the low bidder and the firm selected for the project is Crabtree & Son, Inc.; and,

WHEREAS, the funding for the execution of the contract shall come from the FY21 Buses and Bus Facilities Grant through the Federal Transit Administration and compensation shall be paid in accordance with the contract documents.

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

Section 1. That the City of Jonesboro shall accept the low bid and enter into a contract with Crabtree & Son, Inc. for the JET Bus Shelter Upgrades.

Section 2. Funding for the execution of the contract shall come from the FY21 Buses and Bus Facilities Grant through the Federal Transit Administration and compensation shall be paid in accordance with the contract documents.

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

Budgeted Amount _____ Opened by S A Kent Bid # 2025:20

Tabulated by T B Cooper Date: 8/6/2025

DIVISIONS/DEPARTEMENT:
Engineering - Jet Bus Shelters

NOTE: No award will be made at bid opening - all bids will be evaluated in the coming days.

Page 1

Item	Quan	Description	Bailey Contractors		Crabtree & Son		Wagner General Contractors				Unit	Amount
1	28	Remove and store existing shelters	300.00	8,400.00	$600.00	16,800.00	$700.00	19,600.00				
2	45	Install New Shelter	14,866.00	668,970.00	$16,000.00	720,000.00	$13,981.00	629,145.00				
3	43	Trash Receptacle	1,829.49	78,668.07	$2,500.00	107,500.00	$1,972.00	84,796.00				
4	40	Install Light & Display Box	954.77	38,190.80	$1,000.00	40,000.00	$671.00	26,840.00				
5	2175	Remove sidewalk & shelter pad	10.00	21,750.00	$3.00	6,525.00	$13.00	28,275.00				
6	2850	Shelter and receptacle pad	18.00	51,300.00	$11.00	31,350.00	$11.00	31,350.00				
7	1825	Construct Sidewalk	14.00	25,550.00	$7.00	12,775.00	$11.00	20,075.00				
8	1803	Electrical open cut	11.70	21,095.10	$10.00	18,030.00	$38.00	68,514.00				
9	1030	Electrical Bore	27.60	28,428.00	$16.00	16,480.00	$20.00	20,600.00				
10	37	Install Electrical Disconnect	570.00	21,090.00	$100.00	3,700.00	$2,714.00	100,418.00				
11	2563	Install 1" electrical conduit	19.92	51,054.96	$11.00	28,193.00	$9.00	23,067.00				
12	1	Electrical meter	3,600.00	3,600.00	$1,000.00	1,000.00	$2,842.00	2,842.00				
		Total Base Bid		1,018,096.93		1,002,353.00		1,055,522.00				
		Bid Bond (Y or N)		Yes		Yes		Yes				
		Signature (Y or N)		Yes		Yes		Yes				
		Qualifications Received (Y or No)		Yes		Yes		Yes				
		Additional sections met by vendor? (Y or N)										

Specifications

For

JET Bus Shelter Upgrades

(Bid #2025:20)
Jonesboro, Arkansas

City of Jonesboro ▪ Engineering Department

P.O. Box 1845 ▪ 300 South Church Street ▪ Jonesboro, AR 72403 ▪ 870.932.2438

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I. ADVERTISEMENT FOR BIDS

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VII. CONTRACT

VIII. PERFORMANCE AND PAYMENT BOND

IX.GENERAL CONDITIONS

X. SUPPLEMENTAL GENERAL CONDITIONS

XI. SPECIAL CONDITIONS

XII. TECHNICAL SPECIFICATIONS

I. ADVERTISEMENT FOR BIDS

Sealed bids for the JET Bus Shelter Upgrades will be received at the Purchasing Department, Room 421, of the City of Jonesboro City Hall, 300 South Church, Jonesboro, Arkansas until 2:00 P.M. (Local Time) on August 6, 2025 and then publicly opened and read in the Third Floor Conference Room for furnishing all labor, material, and equipment, and performing all work required to upgrade JET Bus Shelters. All Submissions shall be annotated on the outside of the envelope with the bid number 2025:20.

The project consists of the removing and replacing 28 existing bus shelters, and 12 new shelters within existing rights-of-way along various streets within the City of Jonesboro. The existing shelter is to be dismantled and transported to 1624 Strawfloor for storage. The new shelters will require a new shelter and trash receptacle pad and electrical wiring for lights and other technical components.

Proposals shall be accompanied by a cashier's or certified check upon a national or state bank in an amount not less than five percent (5%) of the total maximum bid price payable without recourse to the City of Jonesboro or a bid bond in the same amount from a reliable surety company, as a guarantee that the Bidder will enter into a contract and execute performance and payment bonds within ten (10) days after notice of award of Contract to him. The notice of award of Contract shall be given by the Owner within sixty (60) days following the opening of bids.

The successful Bidder must furnish a performance and payment bond upon the form provided in the amount of one hundred percent (100%) of the contract price from an approved surety company holding a permit from the State of Arkansas to act as surety, or other surety or sureties acceptable to the Owner.

Plans, specifications, proposal forms and other contract documents may be examined at City of Jonesboro Engineering Department, 300 South Church Street, Jonesboro, Arkansas 72401 and may be secured at the cost of $25.00 Dollars per set from the City of Jonesboro, 300 South Church Street, Jonesboro, Arkansas 72401. No refunds will be made. Any addendum to this bid will be posted no later than 5 days before bid opening by clicking on “Purchasing” at www.jonesboro.org.

Proposals will be considered on the basis of cost, the bidder's financial responsibility, his equipment, and his past performance in completing similar work. The City of Jonesboro reserves the right to reject any or all bids, to waive any informalities, and to accept the proposal deemed to be for their best interest.

The City of Jonesboro hereby notifies all bidders that this contract is subject to applicable labor laws, non-discrimination provisions, wage rate laws and other federal laws including the Fair Labor Standards Acts of 1938. The Work Hours Act of 1962 and Title VI of the Civil Rights Act of 1964 also apply.

The City of Jonesboro encourages participation of small, minority, and woman owned business enterprises in the procurement of goods, services, and construction, either as a general contractor or subcontractor. It is further requested that whenever possible, majority contractors who require sub-contractors seek qualified small, minority, and women owned businesses to partner with them.

II. INSTRUCTION TO BIDDERS

1. PREPARATION OF BID

Each bid must be submitted on the prescribed form (Proposal) and Unit Price Schedule. All blank spaces must be filled in legibly with ink or typed. All blank spaces for bid prices on the Unit Price Schedule must be filled in with figures; the extended total for each item shall be entered. If the unit price and the extended total of any item are not in agreement, the unit price shall govern and the extended total be corrected to conform thereto. Erasures or other corrections on the Proposal form or Unit Price Schedule shall be initialed by the signer of the bid. All bids must be signed in ink by an individual authorized to bind the Bidder. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Proposal by the Bidder. Total Base Bid will equal Invoice Price.

There must be a bid on all items which may appear on the Unit Price Schedule. No bid will be considered which covers only a part of the work. A conditional bid will not be considered.

The bid form and Unit Price Schedule shall not be detached, but shall be **submitted in the original binding** as furnished by the Engineer. Submission must be at the place, and at or prior to the time specified in the Advertisement for Bids.

"Buy America" provisions apply to this project in accordance with standard specifications of the Arkansas State Highway and Transportation, Section 106.01 (b).

The Buy America Certificate of Compliance, Pre-award and Post Delivery Audits Certificate of Compliance, Lobbying Certification and Disclosure, Suspension and Debarment Certification, ADA Access Requirement Certification, and the Anti-Collusion Affidavit in Section XII must be executed and submitted with the bids at the time proposals are submitted.

Each bid must be submitted in a sealed envelope clearly marked on the outside that it contains a bid for the JET Bus Shelter Upgrades. Bid Number 2025:20 and with the hour and date of bid opening shown thereon. The name and address of the Bidder shall appear in the upper left hand corner of the envelope. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope properly addressed as noted in the NOTICE TO CONTRACTORS.

A bid which obviously is unbalanced may be rejected.

2. INTERPRETATIONS AND ADDENDA

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the City of Jonesboro Engineering Department. Any inquiry received up to seven (7) days prior to the opening of bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the contract Documents. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

3. INSPECTION OF SITE

Each Bidder shall visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and shall fully inform himself as to the facilities involved, and the difficulties and restrictions attending the performance of the Contract. The Bidder shall thoroughly examine and familiarize himself with the Plans, Technical Specifications, and other Contract Documents. The Contractor by the execution of the Contract shall not be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing. The Owner will be justified in rejecting any claim based on facts regarding which the contractor should have been on notice as a result thereof.

4. BID GUARANTY

The bids must be accompanied by a Bid Guaranty which shall not be less than five percent (5%) of the amount of the bid. At the option of the Bidder, the guaranty may be a certified check, or may be a bid bond (substantially in the form attached). No bid will be considered unless it is accompanied by the required guaranty. Certified check must be payable to the City of Jonesboro, Arkansas. Cash deposits will not be accepted. The Bid Guaranty shall insure the execution of the Contract and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

Certified checks, or bid bonds, of unsuccessful Bidders, will be returned upon request as soon as feasible after the opening of the bids.

5. COLLUSION; SUBCONTRACTS

A Bidder submitting a Proposal to the Owner for the work contemplated by the Documents on which bidding is based shall not collude with any other person, firm, or corporation in regard to any bid submitted.

Before executing any subcontract, the successful Bidder shall submit the name of any proposed Subcontractor for prior approval of the Owner.

6. STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall submit on the form furnished for that purpose (a copy of which is included in the Contract Documents), a statement of the Bidder's qualifications, his experience record in construction of work similar to that which here is involved, and his organization and equipment available for the work contemplated; and when specifically requested by the Owner, the Bidder shall provide a detailed financial statement. The Owner shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract, and the Bidder shall furnish the Owner all such information and data for this purpose as it may request. The right is

reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Owner that the Bidder is qualified to carry out properly the terms of the Contract.

7. BALANCED BIDS; VARIATIONS IN QUANTITIES

The lump sum price and unit price for each of the several items in the Proposal of each Bidder shall be balanced and shall include its pro rata share of overhead.

The Owner shall have the right to increase or decrease the extent of the work or to change the location, gradient, or the dimensions of any part of the work, provided that the length of the improvement is not increased or decreased in excess of 25% of the contract length, or that the quantities of work to be done or the materials to be furnished are not increased or decreased in money value in excess of 25% of the total Contract. Such changes shall not be considered as a waiver of any conditions of the Contract nor invalidate any of the provisions thereof. The Contractor shall perform the work as increased or decreased within the qualifying limits named and no allowance will be made for anticipated profits on increases or decreases so incurred.

Increases or decreases in items of work, and the cost thereof, shall be done in accordance with the Section entitled, CHANGES IN THE WORK under GENERAL CONDITIONS.

8. TIME FOR RECEIVING BIDS

A bid received prior to the advertised time of opening will be kept securely, and will remain sealed until the time of opening. The officer whose duty it is to open them will decide when the specified time has arrived, and any bid received subsequent to that time will be returned unopened.

9. OPENING OF BIDS

At the time and place fixed for the opening of bids, the Owner first will cause the bid guarantees to be checked as stipulated above. The Owner then will cause the qualified bids to be opened and publicly read aloud, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

10. WITHDRAWAL OF BIDS

Bids may be withdrawn on written request if the request is received prior to the time fixed for the opening of bids.

11. AWARD OF CONTRACT; REJECTION OF BIDS

The Contract will be awarded to the responsible Bidder submitting the lowest total bid complying with the conditions of the Notice to Contractors and other parts of these Contract Documents. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however,

reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in its interests.

The Owner reserves the right to consider as unqualified to do the work any Bidder who does not habitually perform with his own forces the major portions of such work as is involved in construction of these improvements.

12. EXECUTION OF AGREEMENT; PERFORMANCE AND PAYMENT BOND

Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Owner a Contract in the form included in the Contract Documents in such number of copies as the Owner may require.

Having satisfied all conditions of award as set forth elsewhere in these Documents, the successful Bidder shall, within the period specified above, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature, including utility and transportation services employed or used by him in performing the work. Such bond shall be as included in the Contract Documents and shall bear the same date as, or a date subsequent to, that of the Contract. The current power of attorney for the person who signs for any surety company shall be attached to such bond.

The failure of the successful Bidder to execute such Contract and to supply the required bond or bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Owner may grant, based upon reasons determined insufficient by the Owner, shall constitute a default, and the Owner may either award the Contract to the next lowest responsible Bidder or readvertise for bids.

13. BONDS AND INSURANCE

Attention of Bidders is called to Act 82 of the 1935 Acts of the Arkansas General Assembly, which has certain requirements pertaining to performance bonds, labor bonds, employer's liability insurance, public liability insurance, workmen's collective insurance, and property damage insurance.

All companies furnishing bid bonds and performance bonds shall furnish evidence of being on the U.S. Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Arkansas.

14. LEGAL QUALIFICATIONS

The successful Bidder, if a corporation created under the laws of a state other than the State of Arkansas, will be required to qualify, or to have qualified, with the Secretary of State of Arkansas to do business in the State of Arkansas.

15. MODIFICATION OF BID

No modification of any bid already submitted will be considered unless such modification is received prior to the time set for opening of bids.

16. SURVEY CONSTRUCTION CONTROLS

Not required for this project.

III. PROPOSAL

Place Jonesboro, AR
Date 8/6/2025

Proposal of Crabtree & Son Construction Inc,

a corporation organized and existing under the laws of the State of Arkansas.

or

Proposal of _____,

a partnership consisting of _____.

or

Proposal of _____,

an individual doing business as _____.

TO: City of Jonesboro

This bid results from your advertisement for bids for the JET Bus Shelter Upgrades.

The undersigned Bidder, having visited the site of the work, having examined the Plans, Specifications, and other Contract Documents including all Addenda, and being familiar with all of the conditions relating to the construction of the proposed project, hereby agrees to comply with all other conditions or requirements set forth in the Plans, Specifications, and other Contract Documents, and further proposes to furnish all material, supplies, equipment, and appliances specified for incorporation into the project and to furnish all labor, tools, equipment, and incidentals to complete the work in accordance with the Plans, Specifications, and other Contract Documents at and for the lump sum and unit prices proposed in the attached Unit Price Schedule.

The undersigned Bidder agrees to begin work within ten (10) calendar days after the issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within ninety (90) calendar days thereafter (except as modified in the GENERAL CONDITIONS of these Contract Documents). Should the work fail to be completed within the time herein stated, the Contractor shall pay to the Owner, as fixed and agreed liquidated damages, and not as a penalty, the sum, for each day of delay until the work is completed and accepted, as stipulated in the SPECIAL CONDITIONS of these Contract Documents. It is understood that additional time for the completion of the project is to be allowed only for delays as stipulated in the GENERAL CONDITIONS of these Contract Documents.

Bidder acknowledges receipt of the following addendum (addenda):

_____ Dated _____

_____ Dated _____

The undersigned Bidder agrees that this bid shall be good and shall not be withdrawn for a period of sixty (60) calendar days after the opening thereof. If written notice of the acceptance of this Proposal is mailed, telegraphed, or delivered to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter before this Proposal is withdrawn, the undersigned agrees to execute and deliver a Contract in the prescribed form, and furnish the required Performance and Payment Bond, within ten (10) days after the Contract is presented to him for signature.

It is understood by the undersigned Bidder that the Owner reserves the right to reject any or all bids.

Accompanying this Proposal as bid security is certified check/bid bond (Strike One) in the amount of Bid Bond Attached Dollars ($ 5%), being not less than five percent (5%) of the total of the bid. If the undersigned Bidder is the successful Bidder, but fails or refuses to execute the contract and furnish the required bond within the prescribed ten (10) days of the notification of award, then this bid security is to become the property of the Owner as liquidated damages for the delay and additional expense to the Owner caused by such failure or refusal.

Misti Crabtree
(Witness)

598 CR 383
Bono, AR 72416
(Address)

Crabtree + Son Construction Inc
(Name of Bidder)

By Alvin Crabtree
Alvin Crabtree President
(Print Name and Title)

CRABTREE & SON CONSTRUCTION, INC. CORPORATE SEAL

598 CR 383
Bono, AR 72416
(Office Address of Bidder)

NOTES: Sign in ink. Do not detach.
Items must be bid upon as specified in the Unit Price Schedule.

IV. UNIT PRICE SCHEDULE

Item No	Description	Unit	Quantity	Unit Price	Total Cost
1	*Remove and Store Existing Shelter	Each	28	$600.00	$16,800.00
2	**Install New Shelter	Each	45	$16,000.00	$720,000.00
3	Trash Receptacle	Each	43	$2500.00	$107,500.00
4	***Install Light and Display Box	Each	40	$1000.00	$40,000.00
5	Remove Sidewalk & Shelter Pad	SF	2,175	$3.00	$6525.00
6	Shelter and Receptacle Pad	SF	2,850	$11.00	$31,350.00
7	Construct Sidewalk	SF	1,825	$7.00	$12,775.00
8	Electrical Open Cut	LF	1,803	$10.00	$18,030.00
9	Electrical Bore	LF	1,030	$16.00	$16,480.00
10	Install Electrical Disconnect	Each	37	$100.00	$3,700.00
11	Install 1" Electrical Conduit	LF	2,563	$11.00	$28,193.00
12	++Electrical Meter	Each	1	$1000.00	$1,000.00

TOTAL BASE BID $ me ~~100~~ 1,002,353.00

WRITTEN IN WORDS:

One million two thousand three hundred fifty three dollars and zero cents

*The item "Remove and Store Existing Shelter" shall include the cost of dismantling the existing shelter, removing and disposing the existing shelter pad, then transporting the shelter to 1624 Strawfloor Dr. Contractor will be responsible for all cost associated with dismantling, loading, transportation, unloading, and stockpiling the shelters.

**The item "Install New Shelter" shall include the purchase and installation of the bus shelter. The bus

shelter shall be powder coated with touch up paint provided. Installation shall include drilling and fastening the bus shelter to the concrete. Shelter pad thickness and/ or footings shall be included on the stamped drawings. All fasteners shall be provided by the shelter manufacturer. Stamped drawing for the shelter shall be submitted and approved prior to the purchase of the shelter. Any modification to the existing concrete pad shall be paid at the contractor's expense. All technological components shall be integrated into the bus shelter design in the proposal.

***The item "Install Light and Display Box" shall include all labor to include the 110v connection for digital equipment and lighting, enclosure for digital screen with 3+3 AR IK10 cover glass.

++One location will be chosen by the engineer to receive an electrical meter. Contractor will be responsible to coordination with CWL with installation.

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Bid Bond

CONTRACTOR:
(Name, legal status and address)
Crabtree & Son Construction, Inc.
499 CR 383
Bono, AR 72416

SURETY:
(Name, legal status and principal place of business)
Granite Re, Inc
14001 Quailbrook Drive
Oklahoma City, OK 73134

OWNER:
(Name, legal status and address)
City of Jonesboro
300 S. Church St.
Jonesboro, AR 72401

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of the Attached Bid

PROJECT:
(Name, location or address, and Project number, if any)
JET BUS SHELTER UPGRADES BID #: 2025:20

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **6th** day of **August** , **2025**

Misti Crabtree
(Witness)
Misti Crabtree

Crabtree & Son Construction, Inc.
(Contractor as Principal) *(Seal)*
Alvin Crabtree
(Title)
Alvin Crabtree

CRABTREE & SON CONSTRUCTION, INC. CORPORATE SEAL

Alan Rogers
(Witness) Alan Rogers

Granite Re, Inc.
(Surety) *(Seal)*
Miki J. Rogers
(Title) **Miki J. Rogers, Attorney-In-Fact**

GRANITE RE, INC. CORPORATE SEAL

Init.
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GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KEVIN M. BRUICK; MIKE HALTER; CAROLYN HUNTER; LINDSAY W. SPENCER; MATTHEW PERRY; CHRISTY M. LONG; COY BELL; ASHLEY B. SARTIN; MICHAEL P. FAGAN; BRIAN A. BOYD; J. ALAN ROGERS; MIKI J. ROGERS; LANDON FISHER; BRITTNI FISHER its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

KEVIN M. BRUICK; MIKE HALTER; CAROLYN HUNTER; LINDSAY W. SPENCER; MATTHEW PERRY; CHRISTY M. LONG; COY BELL; ASHLEY B. SARTIN; MICHAEL P. FAGAN; BRIAN A. BOYD; J. ALAN ROGERS; MIKI J. ROGERS; LANDON FISHER; BRITTNI FISHER may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

GRANITE RE, INC. CORPORATE SEAL MINNESOTA

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

BETHANY J. ALRED NOTARY PUBLIC #11003620 EXP. 04/21/27 STATE OF OKLAHOMA

My Commission Expires:
April 21, 2027
Commission #: 11003620

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this certificate and affixed the corporate seal of the Corporation this 16 day of Aug, 2023

GRANITE RE, INC. CORPORATE SEAL MINNESOTA

Kyle P. McDonald, Assistant Secretary

GR0800-1

Statement of Bidders Qualifications

1. **Name of Bidder:** Crabtree & Son Construction, Inc.
2. **Permanent main office address:** 499 CR 383, Bono, AR 72416
3. **When organized:** January 1998
4. **If a corporation, where incorporated:** Jonesboro, AR in May of 2015
5. **How many years have been engaged in the contracting business under your present firm or trade name?** 27 years
6. **Arkansas Contractor License Number?** 0131640526
7. **UEI#:** 08018308
8. **Sams Expiration Date:** 3/22/2026
9. **Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion) Bono College Street Drainage 6/10/2025, 8 mile Creek walking trail 10/15/2025**
10. **General character of work performed by your company:** Concrete sidewalks, driveways and drainage work, Land clearing and grubbing, hauling, etc.
11. **Have you ever failed to complete any work awarded to you?** No
12. **Have you ever defaulted on a Contract?** No **If so, Why?** N/A
13. **Have you ever been fined or had your license suspended by a Contractor's Licensing Board?** No **If so where and why?** N/A
14. **List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed:**
    - City of Jonesboro 2013 - 2024 Miscellaneous Drainage and construction Yearly On Call Contract
    - City of Bono – Drainage improvements $50,000, College Street sidewalks $387,000 Completed April 2019AGFC – Lake Poinsett Modifications Phase 1 - $1,241,800.00
    - Evening Shade Water System Improvements $310,905.00
    - Ditch Bank Land Clearing – City of Paragould $140,000
15. **List your major equipment available for the contract:** 336F Excavator with 5 ft mulcher, PC 88 Excavator with thumb, 308 excavator, D4 CAT Dozer, D 37 Dozer, 329E Track Loader with mulcher.
16. **Experience in construction work similar in importance to the project:** Land Clearing and drainage, parking lots, concrete sidewalk and driveways
17. **Background and experience of the principal members of your organization, including the officers. We have done several jobs for Jonesboro Jets in the past**
18. **Credit available: $100,000**
19. **Give Bank Reference: James Pierce**
20. **Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the owner? Yes**

VI. STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder.

2. Permanent main office address.

3. When organized.

4. If a corporation, where incorporated.

5. How many years have been engaged in the contracting business under your present firm or trade name?

6. Arkansas Contractor's License Number # _____

7. Unique Entity Identifier # _____

8. System of Award Management (SAM) expiration date _____

9. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion).

10. General character of work performed by your company.

11. Have you ever failed to complete any work awarded to you?

12. Have you ever defaulted on a Contract?

    If so, where and why?

13. Have you ever been fined or had your license suspended by a Contractor's Licensing Board?

    If so, where and why?

14. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.

15. List your major equipment available for this Contract.

16. Experience in construction work similar in importance to this project.

17. Background and experience of the principal members of your organization, including the officers.

18. Credit available: $ 100,000.

19. Give Bank reference: James Pierce.

20. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

21. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner, in verification of the recitals comprising this statement of Bidder's Qualifications.

Dated at Jonesboro, AR this 5th day of August, 2025.

Crabtree & Son Construction Inc
(Name of Bidder)

By Misti Crabtree

Title Secretary

STATE OF Arkansas)
) SS.
COUNTY OF Craighead)

Misti Crabtree being duly sworn deposes and says that

She is Secretary of Crabtree & Son Construction Inc
(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME this 5 day of August, 2025.

JULIE N RIPPY
Notary Public - Arkansas
Greene County
Commission # 12712988
My Commission Expires Dec 30, 2030

Julie N Rippy
(Notary Public)

My Commission Expires:
12.30.2030

VII. CONTRACT

THIS AGREEMENT made this _____ day of _____, 20____, by and

between Crabtree & Son, Inc.

(a Corporation organized and existing under the laws of the State of Arkansas)

Hereinafter called the "Contractor" and the City of Jonesboro, Arkansas, hereinafter called the "Owner".

W I T N E S S E T H:

That the Contractor and the Owner for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, incidentals and services, including utility and transportation services and perform and complete all work required for the JET Bus Shelter Upgrades, in strict accordance with the Contract Documents, including all Addenda thereto

_____ dated _____

_____ dated _____

_____ dated _____

as prepared by the Engineer.

ARTICLE 2. The Contract Price. The Owner will pay the Contractor, because of his performance of the Contract, for the total quantities of work performed at the lump sum and unit prices stipulated in the Proposal, subject to additions and deductions as provided in the Section entitled "CHANGES IN THE WORK" under the GENERAL CONDITIONS.

ARTICLE 3. Contract Time. The Contractor agrees to begin work within ten (10) calendar days after issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within ninety (90) calendar days thereafter (except as modified in the GENERAL CONDITIONS of these Contract Documents). If the Contractor shall fail to complete the work within the time specified, he and his Surety shall be liable for payment to the Owner, as liquidated damages ascertained and agreed, and not in the nature of a penalty, the amount specified in the SPECIAL CONDITIONS of these Contract Documents for each day of delay. To the extent sufficient in amount, liquidated damages shall be deducted from the payments to be made under this Contract.

ARTICLE 4. Contract. The executed Contract Documents shall consist of the following:

a. This Agreement (Contract)
b. Addenda
c. Advertisement for Bids
d. Instructions to Bidders
e. Proposal
f. General Conditions
g. Supplemental General Conditions
h. Special Conditions
i. Technical Specifications including Special Provisions
j. Drawings (Plans)
k. Performance-Payment Bond

This Contract, together with other Documents enumerated in this Article 4, which said other Documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provisions in any component part of this Contract conflicts with any provision of any other component part, the conflict shall be resolved by the Engineer whose decision shall be final.

ARTICLE 5. Surety. The Surety on the Performance-Payment Bond shall be a surety company of financial resources satisfactory to the Owner, authorized to do business in the State of Arkansas, and shall comply with applicable Arkansas laws.

IN WITNESS WHEREOF, the parties hereto have caused this CONTRACT to be executed in four (4) counterparts, each of which shall be considered an original on the day and year first above written.

ATTEST:

_____
(Contractor)

_____ By_____

_____ Title_____

_____
(Street)

_____
(City)

_____City of Jonesboro_____
(Owner)

_____ By_____

_____ _____

_____

VIII. ARKANSAS PERFORMANCE-PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____

as Principal, hereinafter called Principal, and _____

of _____State of _____, as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Jonesboro as Obligee, hereinafter called Owner, in the amount _____ _____Dollars ($_____) in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly, severally, and firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, The Principal entered into a Contract with the Owner by written Agreement dated the _____ day of _____, 20____, a copy of which is attached hereto and made a part hereof, hereinafter referred to as the Contract, for the JET Bus Shelter Upgrades.

NOW THEREFORE, if the Principal shall well and truly perform and complete in good, sufficient, and workmanlike manner all of the work required by said Contract and within the time called for thereby to the satisfaction of the Owner, and shall pay all persons for labor, materials, equipment, and supplies furnished by said Principal in accordance with said Contract (failing which such persons shall have a direct right to action against the Principal and Surety under this obligation, but subject to the Owner's priority) and shall hold and save harmless the Owner from any and all claims, loss, and expense of every kind and nature arising because of or resulting from the Principal's operation under said Contract, except payments to the Principal rightly due the Principal for work under said Contract, then this obligation shall be null and void; otherwise to remain in full force and effect.

Any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Owner of an extension of time for the performance of the Contract, or any other forbearance on the part either of the Owner or Principal to the other shall not release in any way the Principal and Surety, or either of them, their heirs, personal representatives, successors, or assigns from their liability hereunder, notice to the Surety of any alteration, extension, or forbearance hereby being waived.

In no event shall the aggregate liability of the Surety exceed the sum set herein.

No suit, action, or proceeding shall be brought on this bond outside the State of Arkansas. No

suit, action, or proceeding shall be brought on this bond, except by the Owner, after six (6) months from the date on which final payment to the Contractor falls due. No suit, action, or proceeding shall be brought by the Owner after two (2) years from the date on which final payment to the Contractor falls due.

This bond is executed pursuant to the terms of Arkansas Code Ann. §§ 18-44-501 et. seq.

Executed on this _____ day of _____, 20____.

_____
(Principal)

By_____

Title_____

SEAL

_____
(Surety)

By_____
(Attorney-in-Fact)

NOTES:

1. This bond form is mandatory. No other forms will be acceptable.
2. The date of the Bond must not be prior to the date of the Contract.
3. Any surety executing this Bond must appear on the U.S. Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Arkansas.
4. Attach Power of Attorney.

IX. GENERAL CONDITIONS

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GC.1 DEFINITIONS

Wherever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

(1) The term "Addendum" means any change, revision, or clarification of the Contract Documents which has been duly issued by the Local Public Agency, or the Engineer, to prospective Bidders prior to the time of receiving bids.

(2) The term "Award" means the acceptance by the owner of the successful bidder's proposal.

(3) The term "Bidder" means any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

(4) The term "Calendar Day" means every day shown on the calendar.

(5) The term "Change Order" means a written order to the contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the scope of work affected by the change. The work covered by the change order shall be within the scope of the contract.

(6) The term "Contract" means the Contract executed by the Local Public Agency and the Contractor of which these GENERAL CONDITIONS form a part.

(7) The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Advertisement For Bids, Instructions to Bidders, Proposal, Performance-Payment Bond, General Conditions, Supplemental General Conditions, Special Conditions, Supplemental Special Conditions, Technical Specifications, and Drawings.

(8) The term "Contractor" means the person, firm, or corporation entering into the Contract with the Local Public Agency to construct and install the improvements embraced in this project.

(9) The term "Engineer" means the City of Jonesboro Engineering Department, serving the Local Public Agency with engineering services, its successor, or any other person or persons employed by said Local Public Agency to furnish engineering services in connection with the construction embraced in the Contract.

(10) The term "Local Government" means the City of Jonesboro, Arkansas, within which the Project is situated.

(11) The term "Local Public Agency" or "Owner" means the City of Jonesboro, which is authorized to undertake this Contract.

(12) The term "Plans" or "Drawings" means the official drawings or exact reproductions which show the location, character, and details of the work contemplated, and which are to be considered part of the contract, supplementary to the specifications.

(13) The term "Proposal" means the written offer of the Bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the Plans and Specifications.

(14) The term "Specifications" means a part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials, or testing, which are cited in the specifications by reference shall have the same force and effect as if included in the contract physically.

(15) The term "Subcontractors" shall mean the individual, partnership or corporation entering into an agreement with the Contractor to perform any portion of the work covered by the Plans and Specifications.

(16) The term "Surety" shall mean any person, firm, or corporation that has executed, as Surety, the Contractor's Performance Bond securing the performance of the Contract.

(17) The term "Technical Specifications" means that part of the Contract documents which describes, outlines and stipulates the quality of the materials to be furnished; the quality of workmanship required; and the controlling requirements to be met in carrying out the construction work to be performed under this Contract. This also includes Special Provisions.

(18) The term "Work" shall mean the furnishing of all necessary labor, tools, equipment, appliances, supplies, and material other than materials furnished by the Owner as specified to complete the construction covered by the Plans and Specifications.

GC.2 SUPERINTENDENCE BY CONTRACTORS

Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the Local Public Agency and the Engineer, on the work at all times during working hours with full authority to supervise and direct the work and who shall be the Contractor's agent responsible for the faithful discharge of the Contractor's obligations under the Contract.

The Owner shall have the authority to require the Contractor to remove from the work any incompetent or insubordinate superintendent.

GC.3 CONTRACTOR'S EMPLOYEES

The Contractor shall employ only competent skillful workers and shall at all times enforce strict discipline and good order among the employees.

The Contractor shall neither permit nor suffer the introduction or use of alcoholic beverages or controlled substances upon or about the work embraced in this Contract.

The Owner may require the Contractor to dismiss from the work such employee or employees as the Owner or the Engineer may deem incompetent, or careless, or insubordinate.

GC.4 SAFETY OF CONTRACTOR'S EMPLOYEES

The Contractor shall be responsible for the safety of his employees during the progress of the work as well as the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.

GC.5 SUBCONTRACTS

The Contractor is responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by the subcontractors and is aware that nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Owner.

GC.6 OTHER CONTRACTS

The Local Public Agency may award, or may have awarded other Contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling his own work with that to be performed under other Contracts as may be directed by the Local Public Agency. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

GC.7 CONTRACTOR'S INSURANCE

Before any work is commenced, the Contractor shall furnish an approved certificate of insurance addressed to the Owner, showing that he carries the following insurance which shall be maintained throughout the term of the Contract.

(1) Workmen’s Compensation	- Statutory Limit
(2) Employer's Liability for Hazardous Work	- If Needed

(3) Public Liability (Bodily Injury)	- $1,000,000/occurrence
and Property Damage	- $2,000,000/aggregate
(4) Builder's Risk	- Insurable Portion

The Contractor shall carry or require that there be carried the insurance listed in (1) through (3) above for the protection of all his employees and those of his Subcontractors engaged in work under this Contract, and for the protection of the public.

If the work includes pipelines or other underground structures, the Property Damage Liability shall include explosion, collapse, and underground coverage.

The premiums for all insurance and the bond required herein shall be paid by the Contractor.

It shall be the obligation of the Contractor to complete and deliver to the Owner the structure required by these Contract Documents regardless of any loss, damage to, or destruction of the structure prior to delivery.

GC.8 OWNER'S AND ENGINEER'S PROTECTIVE LIABILITY INSURANCE

The Owner requires the Contractor to name the City of Jonesboro and the Engineer as an additional insured on their Protective Liability insurance, which shall be in force for the entire project period. Limits of liability shall be the following:

Bodily Injury Liability (Including Death)	- $1,000,000/occurrence
and Physical Damage Liability	
(Damage to or Destruction of Property)	- $2,000,000/aggregate

GC.9 FITTING AND COORDINATION OF THE WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, Subcontractors, or material men engaged upon this Contract. He shall be prepared to guarantee to each of his Subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

GC.10 MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect or through failure to comply with any applicable Government regulations by the Contractor, any other Contractor or any Subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or Subcontractor by agreement or arbitration, if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against the Local Public Agency on account of any damage alleged to have been so

sustained, the Local Public Agency will notify this Contractor, who shall defend at his own expense any suit based upon such claim, and, if any judgments or claims against the Local Public Agency shall be allowed, the Contractor shall pay or satisfy such judgments or claim and pay all costs and expenses in connection therewith.

GC.11 PAYMENT TO CONTRACTOR

Payment may be made to the Contractor once a month in accordance with the Payment to Contractors Schedule provided at the end of this section. The Engineer will prepare (with the required assistance from the Contractor) the application for partial payment. If the bid contains lump sum prices, the Contractor shall furnish to the Engineer, upon request, a detailed cost breakdown of the several items of work involved in the lump sum prices. The Engineer will use this cost breakdown to determine the amount due the Contractor as progress payment.

The amount of the payment due to the Contractor shall be determined by the total value of work completed to date, deducting five percent (5%) for retainage, adding the value of submitted paid invoices covering construction materials, properly stored on the site, and deducting the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit and lump sum prices contained in the Proposal. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of paid invoices, covering construction materials for which material payments are made, shall be furnished to the Engineer before such material payments are made.

NOTE: It has been the policy of the Owner to make payments for properly stored materials/equipment based upon invoice price and allow the Contractor to submit paid invoices within 30 days (or the next partial payment period). If paid invoices are not provided within the time allowed, then the materials/equipment so paid for will be removed from the next partial payment.

Monthly or partial payments made by the Owner to the Contractor are monies advanced for the purpose of assisting the Contractor to expedite the work of construction. All material and complete work covered by such monthly or partial payments shall remain the property of the Contractor, and he shall be responsible for the care and protection of all materials and work upon which payments have been made. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Owner in all details.

GC.11.1 Withholding Payments: The Local Public Agency may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Local Public Agency and if it so elects may also withhold any amounts due from the Contractor to any Subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Local Public Agency and will not require the Local Public Agency

to determine or adjust any claims or disputes between the Contractor and his Subcontractors or material dealers, or to withhold any monies for their protection unless the Local Public Agency elects to do so. The failure or refusal of the Local Public Agency to withhold any monies from the Contractor shall not impair the obligations of any Surety or Sureties under any bond or bonds furnished under this Contract. Such withholding may also occur as a result of the Contractor's failure or refusal to prosecute the work with such diligence as will insure its completion within the time specified in these Contract Documents, or as modified as provided in these Contract Documents, or if the Contractor fails to comply with any applicable regulations promulgated by the U.S. Government or any other Government agencies.

GC.11.2 Final Payment: After final inspection and acceptance by the Local Public Agency of all work under the Contract, the application for final payment shall be prepared which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit and lump sum prices stipulated in the Unit Price Schedule. The total number of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments. All prior payments shall be subject to correction in the final payment. Final payment to the Contractor shall be made subject to his furnishing the Local Public Agency with a release in satisfactory form of all claims against the Local Public Agency arising under and by virtue of his Contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation and the release as provided under the section entitled DISPUTES under GENERAL CONDITIONS.

The Local Public Agency, before paying the final estimate, may require the Contractor to furnish releases or receipts from all Subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project), and services to the Contractor, if the Local Public Agency deems the same necessary in order to protect its interest. The Local Public Agency, however, may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall not impair the obligations of any Surety or Sureties furnished under this Contract.

Withholding of any amount due the Local Public Agency under the section entitled LIQUIDATED DAMAGES FOR DELAY under SPECIAL CONDITIONS, shall be deducted from the payments due the Contractor.

All equipment warranties and general guarantee and maintenance bond provisions shall become effective for one year upon date of final acceptance of the completed, project by the Local Public Agency.

GC.11.3 Payments Subject to Submission of Certificates: Each payment to the Contractor by the Local Public Agency shall be made subject to submission by the Contractor of all written certifications required of him.

PAYMENT TO CONTRACTORS 2025 SCHEDULE - CONTRACTED PROJECTS	
Deadline for Invoice Submittal to Engineering	**City of Jonesboro Payment Schedule**
Monday, December 30, 2024	Wednesday, January 8, 2025
Friday, January 31, 2025	Monday, February 10, 2025
Friday, February 28, 2025	Monday, March 10, 2025
Friday, March 28, 2025	Tuesday, April 8, 2025
Monday, April 28, 2025	Thursday, May 8, 2025
Friday, May 30, 2025	Monday, June 9, 2025
Friday, June 27, 2025	Tuesday, July 8, 2025
Tuesday, July 29, 2025	Friday, August 8, 2025
Friday, August 29, 2025	Monday, September 8, 2025
Friday, September 26, 2025	Wednesday, October 8, 2025
Friday, October 31, 2025	Monday, November 10, 2025
Friday, November 28, 2025	Monday, December 8, 2025

GC.12 USE OF COMPLETED PORTIONS

The Owner shall have the right to use any completed or partially completed portion of the work and such use shall not be considered as an acceptance of any work.

GC.13 CHANGES IN THE WORK

The Local Public Agency may make changes in the scope of the work required to be performed by the Contractor under the Contract or make additions thereto, or omit work therefrom without invalidating the Contract, and without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the Guaranty Bonds, and without relieving or releasing the Surety or Sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.

Except for the purpose of affording protection against any emergency endangering life or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements, or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Local Public Agency authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract price will be valid unless so ordered.

After the work is complete, a final change order may be prepared to be accepted by the Owner and Contractor to adjust final payment as required to cover the actual units of work acceptably completed.

If the applicable unit prices are contained in the Proposal (established as a result of either a unit price or a Supplemental Schedule of Unit Prices) the Local Public Agency may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the applicable unit and lump sum prices specified in the Contract; provided that in case of a unit price Contract the net value of all changes does not increase or decrease the original total amount shown in the Agreement by more than twenty-five (25) percent in accordance with the section entitled BALANCED BID; VARIATION IN QUANTITIES under INSTRUCTIONS TO BIDDERS.

If applicable unit prices are not contained in the Unit Price Schedule as described above or if the total net change increases or decreases the total Contract price more than twenty-five (25) percent, the Local Public Agency shall, before ordering the Contractor to proceed with a desired change, request an itemized Proposal from him covering the work involved in the change after which the procedure shall be as follows:

(1) If the Proposal is acceptable the Local Public Agency will prepare the Change Order in accordance therewith for acceptance by the Contractor and

(2) If the Proposal is not acceptable and prompt agreement between the two (2) parties cannot be reached, the Local Public Agency may order the Contractor to proceed with the work on a Force Account basis, under which the net cost shall be the sum of the actual costs that follow:

(A) Labor, including foremen;

(B) Materials entering permanently into the work;

(C) The ownership or rental cost of construction plant and equipment during the time of use on the extra work;

(D) Power and consumable supplies for the operation of power equipment;

(E) Insurance;

(F) Social Security and old age and unemployment contributions.

To the net cost shall be added a fixed fee agreed upon, but not to exceed fifteen (15) percent of the net cost, to cover supervision, overhead, bond, and any other general expense, and profit.

Each Change Order shall include in its final form:

(1) A detailed description of the change in the work.

(2) The Contractor's Proposal (if any) or a conformed copy thereof.

(3) A definite statement as to the resulting change in the Contract price and/or time.

(4) The statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the Change Order.

GC.14 CLAIMS FOR EXTRA COST

If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Local Public Agency, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted or would result in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.

Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall at once be reported to the Local Public Agency, and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Local Public Agency.

If, on the basis of the available evidence, the Local Public Agency determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall then be as provided in the Section entitled CHANGES IN THE WORK under GENERAL CONDITIONS.

GC.15 OWNER'S RIGHT TO TERMINATE CONTRACT

Termination for Cause

If the Contractor shall be adjudged as bankrupt or shall file a petition for an arrangement or reorganization under the Bankruptcy Act, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except under conditions where extension of time is approved, to supply adequate workmen, equipment and material, or disregard laws, ordinances, or the instructions of the Engineer, or otherwise be guilty of a violation of any provisions of the Contract; provided further that if the Contractor at any time fails to comply with any applicable Federal or State

regulation which prevents either the Local Public Agency or the Contractor from fulfilling its obligations under these Contract Documents, then the Owner upon certification of the Engineer that sufficient cause exists to justify such action may, without prejudice to any other right or remedy, and after giving the Contractor ten (10) days' written notice, terminate the employment of the Contractor.

At the expiration of the said ten (10) days, the Owner may immediately serve notice upon the Surety to complete the work.

In the case the Surety fails to comply with the notice within thirty (30) days after service of such notice, the Owner may complete the work and charge the expense of the completion, including labor, materials, tools, implements, machinery, or apparatus, to said Contractor; and the expense so charged shall be deducted and paid by the Owner out of such monies as may be due, or that may thereafter at any time become due to the Contractor under and by virtue of this Contract. And in case such expense is less than the sum which would have been payable under this Contract if the same had been completed by the Contractor, then said Contractor shall be entitled to receive the difference. And in case such expense is greater than the sum which would have been payable under this Contract if the same had been completed by said Contractor, then the Contractor and his Surety shall pay the amount of such excess to the Owner, on demand from said Owner or Engineer of the amount so due.

Termination for Convenience

The City of Jonesboro may, by written notice to the Contractor, terminate this contract without cause. The City must give notice of termination to the Contractor at least ten (10) days prior to the effective date of termination.

Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

(1) cease operations as directed by the Owner in the notice;

(2) take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

(3) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Subcontracts and purchase orders and enter into no further Subcontracts and purchase orders.

In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and actual costs incurred directly as a result of such termination, and there will be no compensation for overhead and profit on work not executed.

GC.16 SUSPENSION OF WORK

Should contingencies arise to make such action necessary, the Owner shall have the right to suspend

the whole or any part of the work for a period not to exceed sixty (60) days by giving the Contractor notice in writing three (3) days prior to the suspension.

The Contractor after written notice to resume work shall begin within ten (10) days from the date of such notice.

If the work or any part thereof shall be stopped by the Owner's notice and the Owner fails to notify the Contractor to resume work within sixty (60) days, the Contractor may abandon that portion of the work so suspended and the Contractor shall be paid for all work performed on the portion so suspended at unit prices quoted in the Unit Price Schedule for completed work involved, at agreed prices on any extra work involved, and at a fair and equitable price for partially completed work involved.

The Engineer may suspend work pending the settlement of any controversy. The Contractor shall not be entitled to any claim for loss or damage by reason of such delay, nor shall he be entitled to any extension of time; but an extension may be granted by the Owner at his discretion.

GC.17 DELAYS - EXTENSION OF TIME - LIQUIDATED DAMAGES

If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner, the Owner's Engineer or employees, or by any separate contractor employed by the Owner, or by changes ordered in the work, or by strikes, lock-outs, fire, unusual delay in transportation, unavoidable casualty, or any other cause beyond the Contractor's control, then the time of completion shall be extended for such reasonable time as the Owner may decide; provided, however, said time of completion shall be extended upon the following conditions and no other.

1) Requests for extension of time shall be in writing. No extension of time shall be granted automatically.

2) The Contractor claiming an extension of time because of any of the contingencies hereinabove mentioned, shall, within ten (10) days of the occurrence of the contingency which justifies the delay, notify the Owner in writing of his claim and the reasons therefore.

3) In event of a continuing cause of delay, only one claim is necessary.

GC.17.1 Excusable Delays: The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:

(1) To any acts of the Government, including controls or restrictions upon requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;

(2) To any acts of the Owner;

(3) To causes not reasonable foreseeable by the parties of this Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions.

(4) To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (1), (2), and (3) of this paragraph.

It is acknowledged between the parties to this Contract that the work to be performed by the Contractor will result in a benefit to the Owner and that a delay in completion of the work will be detrimental to the Owner. It is further acknowledged that, while work is in progress, the Owner shall incur an indeterminable amount of expense as a result of necessary supervision of the work and other overhead and administrative expenses.

It is, therefore, agreed that if there is a delay in the completion of the work beyond the period elsewhere herein specified which has not been authorized by the Owner as set forth above, then the Owner may deduct from the Contract price the amount stated in the Special Conditions, bound herewith, as liquidated damages.

GC.18 DISPUTES

All disputes arising under this Contract or its interpretation, whether involving law or fact or both, or extra work, and all claims for alleged breach of Contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to the Local Public Agency for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim, but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified within this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Local Public Agency of notice thereof.

The Contractor shall submit in detail his claim and his proof thereof. Each decision by the governing body of the Local Public Agency will be in writing and will be mailed to the Contractor by registered mail, with return of receipt requested.

If the Contractor does not agree with any decision of the Local Public Agency, he shall in no case allow

the dispute to delay the work, but shall notify the Local Public Agency promptly that he is proceeding with the work under protest, and he may then except the matter in question from the final release.

GC.19 ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the local Public Agency; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Local Public Agency. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment, supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

GC.20 TECHNICAL SPECIFICATIONS AND DRAWINGS

The Drawings and this Specification are to be considered cooperative. All work necessary for the completion of the facility shown on the Drawings, but not described in this Specification, or described in this Specification but not shown on the Drawings, OR REASONABLY IMPLIED BY EITHER OR BOTH, shall be executed in the best manner, the same as if fully shown and specified. When no figures or memoranda are given, the Drawings shall be accurately followed, according to their scale, but in all cases of discrepancy in figures or details, the decision of the Engineer shall be obtained before proceeding with the Work. If the Contractor adjusts any such discrepancy without first having obtained the approval of the Engineer, it shall be at his own risk, and he shall bear any extra expense resulting therefrom.

GC.21 SHOP DRAWINGS

Shop Drawings shall be required for all equipment, materials, and as required by the Engineer. All Shop Drawings, Machinery Details, Layout Drawings, etc., shall be submitted to the Engineer in four (4) copies for review (unless otherwise specified) sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting, and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said Shop Drawings, etc. until they are reviewed, and approved; and no claim, by the Contractor, for extension of the Contract time will be granted by reason of his failure in this respect.

Any Drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any Drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of Contract price and/or time; otherwise, the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the

Drawings have been reviewed.

The review of Shop Drawings by the Engineer shall be considered an accommodation to the Contractor to assist him in the execution of the Contract. The Engineer's review of such Drawings shall not relieve the Contractor of his responsibility to perform the work in strict accordance with the Plans and Specifications, and approved changes.

If the Shop Drawing is in accordance with the Contract or involves only a minor adjustment in the interest of the Local Public Agency not involving a change in Contract price or time, the Engineer shall so stamp the Drawing and shall contain in substance the following:

> "Corrections or comments made on the shop drawings during this review do not relieve contractor from compliance with requirements of the drawings and specifications. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The contractor is responsible for: confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating his work with that of all other trades; and performing his work in a safe and satisfactory manner".

GC.23 REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the Local Public Agency for any additional information not already in his possession which should be furnished by the Local Public Agency under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and shall list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two (2) weeks after the Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

GC.23 REFERENCE TO MANUFACTURER OR TRADE NAME - "OR EQUAL CLAUSE"

If the Plans, Specifications, or Contract Documents, laws, ordinances or applicable rules and regulations permit the Contractor to furnish or use a substitute that is equal to any material or equipment specified, and if the Contractor wishes to furnish or use a proposed substitute, he shall make written application to the Engineer for approval of such a substitute certifying in writing that the proposed substitute will perform adequately the functions called for in the general design, be similar and of equal substance to that specified, and be suited to the same use and capable of performing the same functions as that specified; the use of such substitute will not require revisions of related work.

No substitute shall be ordered or installed without the written approval of the Engineer who will be the judge of equality and may require the Contractor to furnish such other data regarding the proposed substitute as he considers pertinent. No substitute shall be ordered or installed without such performance guarantee and bonds as the Owner may require which shall be furnished at Contractor's expense.

Where such substitutions alter the design or space requirements indicated on the Contract Drawings, detailed drawings shall be prepared and submitted by the Contractor delineating any changes in, or additions to, the work shown on the Contract Drawings, and such drawings and changes or additions to the work shall be made by the Contractor at no additional expense to the City. In all cases, the burden of proof that the material or equipment offered for substitution is equal in construction, efficiency, and service to that named on the Contract Drawings and in these Contract Documents shall rest on the Contractor, and unless the proof is satisfactory to the Engineer, the substitution will not be approved.

GC.24 SAMPLES, CERTIFICATES, AND TESTS

The Contractor shall submit all material, product, or equipment samples, descriptions, certificates, affidavits, etc., as called for in the Contract Documents or required by the Engineer, promptly after award of the Contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the Contract time. Submit four (4) copies of data for Engineer's review.

Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with Contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer, and all specifications or other detailed information which will assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

Approval of any materials shall be general only and shall not constitute a waiver of the Local Public Agency's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable, at the Contractor's expense.

Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

(1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;

(2) The Contractor shall assume all costs of re-testing materials which fail to meet Contract requirements;

(3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient; and

(4) All Construction materials shall be tested in accordance with AHTD Specifications and at the contractor's expense.

GC.25 PERMITS AND CODES

The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers, the Contractor shall remove such work without cost to the Local Public Agency.

The Contractor shall at his own expense, secure and pay to the appropriate department of the Local Government the fees or charges for all permits for street pavements, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavement cuts, building, electrical, plumbing, water, gas, and sewer permits required by the local regulatory body or any of its agencies.

The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris, and rubbish on or off the site of the work, and commit no trespass on any public or private property in any operation due to or connected with the Improvements embraced in this Contract.

GC.26 CARE OF WORK

The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any injury, including death, to any person, and for any damage to property which may result from their failure, or from their improper construction, maintenance, or operation. He shall indemnify and save harmless the Local Public Agency and the Engineer and their

employees and agents, against any judgement with costs, which may be obtained as a result of such injury or property damage, because of the alleged liability of the Local Public Agency or of the Engineer.

The Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Local Public Agency.
The Contractor shall provide sufficient competent watchmen, as required to protect the work both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Local Public Agency, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Local Public Agency. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Local Public Agency as provided in the Section entitled CHANGES IN THE WORK under GENERAL CONDITIONS.

The Contractor shall avoid damage, as a result of his operations, to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations, to the satisfaction of the Owner.

The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the Improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Local Public Agency, and the Engineer, from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which it may be claimed that the Local Public Agency, or the Engineer, is liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

GC.27 QUALITY OF WORK AND PROPERTY

All property, materials, and equipment shall be new and free of defects upon completion of the Contractor's performance and, unless different standards are specified elsewhere in the Contract Documents, shall be of the best type and quality available for the purpose. All of the Contractor's work shall be performed with the highest degree of skill and completed free of defects and in accordance with the Contract Documents. Any work, property, materials, or equipment not in conformance with these standards shall be considered defective. If any work, property, materials or

equipment is discovered to have been defective or not in conformance with the Contract Documents, whether said discovery is made before or after completion of performance, the Contractor, at his expense, after written notice from the Owner or Engineer, shall promptly replace or correct the deficiency and pay any engineering costs and consequential expense or damage incurred by the Owner in connection therewith. If the Contractor fails to promptly correct all deficiencies, the Owner shall have the option of remedying the defects at the Contractor's cost. If the Contractor is required to furnish shop drawings or designs, the above provisions shall apply to such drawings or designs.

Neither the Owner's payment, acceptance, inspection or use of the work, property, materials, or equipment, nor any other provision of the Contract Documents shall constitute acceptance of work, property, materials, or equipment which are defective or not in accordance with the Contract Documents. If the Contractor breaches any provision of the Contract Documents with respect to the quality of the work, property, materials, equipment or performance, whether initial or corrective, his liability to the Owner shall continue until the statute of limitations with respect to such breach of contract has expired following discovery of the defect. All parts of this section are cumulative to any other provisions of the Contract Documents and not in derogation thereof. If it is customary for a warranty to be issued for any of the property to be furnished hereunder, such warranty shall be furnished, but no limitations in any such warranty shall reduce the obligations imposed under the Contractor in the Contract Documents or by Arkansas Law; but if any greater obligations than imposed in this Contract are specified in any such warranty or by Arkansas Law, those greater obligations shall be deemed a part of this Contract and enforceable by the Owner.

GC.28 ACCIDENT PREVENTION

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, including applicable parts of the Arkansas Department of Labor Safety Code, shall be observed. The Contractor shall take or cause to be taken such safety and health measures, additional to those herein required, as he may deem necessary or desirable. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

The Contractor shall indemnify and save harmless the Local Public Agency, and the Engineer, from any claims for damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this Contract.

GC.29 SANITARY FACILITIES

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

GC.30 USE OF PREMISES

The Contractor shall confine his equipment, storage of materials, and construction operations to the Rights-of-Way to accommodate the permanent construction furnished by the Local Public Agency, or as may be directed otherwise by the Local Public Agency, and shall not unreasonably encumber the site of other public Rights-of-Way with his materials and construction equipment. In case such Rights-of-Way furnished by the Local Public Agency are not sufficient to accommodate the Contractor's operations, he shall arrange with the Local Government, or with the owner or owners of private property for additional area or areas, and without involving the Local Public Agency in any manner whatsoever.

The Contractor shall comply with all reasonable instructions of the Local Public Agency and the ordinances and codes of the Local Government (including but not limited to those) regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

GC.31 REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the project site and public Rights-of-Way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris, and unused materials provided for the work, thoroughly clean all drainage pipes, structures, ditches, and other features, and put the whole site of the work and public Rights-of-Way in a neat and "broom" clean condition. Trash burning on the site of the work will be subject to prior approval of the Jonesboro Fire Department.

GC.32 RETURN OF OWNER'S MATERIALS, EQUIPMENT OR PROPERTY

Any materials, equipment or other property which belongs to the Owner, removed by the Contractor, shall be delivered to the Owner's designated warehouse unless its re-use is specified in the Plans and Specifications. If the Contractor fails to deliver the materials, equipment, or other property, the value, as determined by the Engineer, shall be deducted from amounts due the Contractor.

GC.33 OBSERVATION OF WORK

The Engineer, his authorized representative, and any Federal, State, County, or local authority representative having jurisdiction over any part of the work, or area through which the work is located, shall at all times have access to the work in progress.
The detailed manner and method of performing the work shall be under the direction and control of the Contractor, but all work performed shall at all times be subject to the observation of the Engineer or his authorized representative to ascertain its conformance with the Contract Documents. The Contractor shall furnish all reasonable aid and assistance required by the Engineer for the proper observation and examination of the work and all parts thereof.

The Engineer is not responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction, or safety precautions and programs incident thereto.

Observers may be appointed by the Engineer or Owner. Observers shall have no authority to permit any deviation from the Plans and Specifications except on written order from the Engineer and the Contractor will be liable for any deviation except on such written order. Observers shall have authority, subject to the final decision of the Engineer, to condemn and reject any defective work and to suspend the work when it is not being performed properly.

The observer shall in no case act as superintendent or foreman or perform other duties for the Contractor, nor interfere with the management of the work by the latter. Any advice which the observer may give the Contractor shall in no way be construed as binding to the Engineer in any way or releasing the Contractor from fulfilling all of the terms of the Contract.

Any defective work may be rejected by the Engineer at any time before final acceptance of the work, even though the same may have been previously overlooked and estimated for payment and payment therefore made by the Owner.

The Contractor shall notify the Engineer sufficiently in advance of backfilling or concealing any facilities to permit proper observation. If the facilities are concealed without approval or consent of the Engineer, the Contractor shall uncover for observation and recover such facilities all at his own expense, when so requested by the Engineer.

Should it be considered necessary or advisable by the Engineer at any time before final acceptance of the entire work to make an examination of work already completed, by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his Subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus fifteen (15) percent of such costs to cover superintendence, general expenses and profit, shall be allowed the

Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

Observation of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such observation and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the observation of materials as a whole or in part will be made at the project site.
All condemned or rejected work shall be promptly taken out and replaced by satisfactory work. Should the Contractor fail or refuse to comply with the instructions in this respect, the Owner may, upon certification by the Engineer, withhold payment, proceed to terminate the Contract, or perform work as provided herein.

GC.34 REVIEW BY LOCAL PUBLIC AGENCY OR OWNER

The Local Public Agency, its authorized representatives and agents, shall at all times during work hours have access to and be permitted to observe and review all work, materials, equipment, payrolls, and personnel records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the Local Public Agency through its authorized representatives or agents. Representatives of Federal, State, and local government agencies also have the right of physical inspection of the work during work hours.

GC.35 PROHIBITED INTERESTS

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof.

GC.36 FINAL INSPECTION

When the Improvements embraced in this Contract are substantially completed, the Contractor shall notify the Local Public Agency in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the Local Public

Agency having charge of observation. If the Local Public Agency determines that the status of the Improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as practicable. The inspection party will also include the representatives of each Department of the Local Government and any other involved government agencies when such improvements are later to be accepted by the Local Government and/or other government agencies.

GC.37 PATENTS

The Contractor shall hold and save harmless the Local Public Agency, its officers, employees, and the Engineer, from liability of any nature or kind, including costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Local Public Agency, unless otherwise specifically stipulated in the Technical Specifications.

GC.38 WARRANTY OF TITLE

No material, supplies, or equipment for the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Local Public Agency free from any claims, liens, or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract, shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Local Public Agency. The provisions of this paragraph shall be inserted in all subcontracts and material Contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal Contract is entered into for such materials.

GC.39 GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the Improvements embraced in this Contract by the Local Public Agency or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of twelve (12) months from the agreed upon day of final acceptance of the work. The Local Public Agency will give notice of defective materials and work with reasonable promptness.

X. SUPPLEMENTAL GENERAL CONDITIONS

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SGC.1 PROGRESS SCHEDULE

The Contractor shall submit a construction contract schedule of the bar graph (or other approved) type seven (7) calendar days prior to the preconstruction conference showing the following information as a minimum:

(1) Actual date construction is scheduled to start if different from the date of notice to proceed.

(2) Planned contract completion date.

(3) Beginning and completion dates for each phase of work.

(4) Respective dates for submission of shop drawings and the beginning of manufacture, the testing of, and the installation of materials, supplies, and equipment.

(5) All construction milestone dates.

(6) A separate graph showing work placement in dollars versus contract time. The schedule shall incorporate contract changes as they occur. The schedule shall be maintained in an up-to-date condition and shall be available for inspection at the construction site at all times.

The construction contract schedule shall be submitted in conjunction with and/or in addition to any other specification requirements concerning schedules.

SGC.2 DRAWINGS

One (1) set of Plans and Specifications shall be furnished to the Contractor, at no charge, for construction purposes. Additional copies may be obtained at cost of reproduction upon request.

The Contractor shall keep one (1) copy of all drawings and Contract Documents in good condition readily accessible at the site of the work available to the Engineer and his authorized representatives.

SGC.3 ADDITIONAL INSURANCE (i.e. Railroad Insurance)

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SGC.4 RECORD DRAWINGS

Before any work is started, the Contractor shall obtain at his own expense one set of Plans to be used for Record Drawings. The Engineer will supply the Plans at printing cost to the Contractor. Record Drawings will be kept on full-size plan sheets; no half-size sheets will be permitted. The Record Drawings shall be stored and maintained in good condition at all times by the Contractor and shall be

made available to the Engineer at the work site immediately at the Engineer's request. All writing, notes, comments, dimensions, etc. shall be legible. The Record Drawings shall be stored flat and shall not be rolled. The Record Drawings shall be submitted to the Engineer before the project can be accepted.

The Contractor shall accurately identify and document the locations of all underground and/or concealed work that he has performed and/or has been affected by his work. This shall include all equipment, conduits, pipe lines, valves, fittings and other appurtenances and underground structures that are part of the Contractor's work and their proximity to existing underground structures and utilities to the extent known. The Contractor will certify accuracy of the Record Drawings by endorsement.

The Contractor's work shall be documented on the Record Drawings in an on-going manner. Distances, offsets, depths, etc. shall be accurately measured from permanent fixed objects so that the Owner can expose any item of the work in the future with a minimum of effort. All such measurements shall be made before the items of work are covered or backfilled. The Contractor shall be required to expose and recover/backfill the work at his own expense if, in the Engineer's opinion, the measurements need to be verified.

SGC.5 TRENCH AND EXCAVATION SAFETY SYSTEM

This section covers trench and excavation safety system required for constructing improvements that necessitate open excavations on the project. All work under this item shall be in accordance with the current edition of the "Occupational Safety and Health Administration Standard for Excavation and Trenches Safety System, 29 CFR 1926, Subpart P.

The Contractor, prior to beginning any excavation, shall notify the State Department of Labor (Safety Division) that work is commencing on a project with excavations greater than five feet.

The Contractor shall notify all Utility Companies and Owners in accordance with OSHA Administration 29 CFR 1926.651(b) (2) for the purpose of locating utilities and underground installations.

Where the trench or excavation endangers the stability of a building, wall, street, highway, utilities, or other installation, the Contractor shall provide support systems such as shoring, bracing, or underpinning to ensure the stability of such structure or utility.

The Contractor may elect to remove and replace or relocate such structures or utilities with the written approval of the Owner of the structure or utility and the Project Owner.

The work required by this item will not be measured for separate payment, but will be considered subsidiary to other items of the contract. If a Trench and Excavation Safety System is needed, the Contractor shall submit to the Engineer a certification by the Contractor's "competent person" as defined in Subpart "P" 1926.650(b) that the Contractor has complied with the provisions of "Occupational Safety and Health Administration Standard for Excavation and Trenches Safety System", 29 CFR 1926 Subpart P for work for which payment is requested.

SGC.6 MINIMUM WAGES

The Contractor shall comply with the wage provisions of the Davis Bacon Act and the administrative regulations promulgated thereunder, as they apply under this Contract.

It shall be the responsibility of each Bidder to determine the consequences of the applicable wage provisions of the Davis Bacon Act, and include in his bid any costs made necessary because of them. No additional payment will be made, and no extension of Contract time will be allowed because of the provisions of the Act.

The Contractor shall comply with all applicable wage provisions of the Davis Bacon Act including the following:

(1) Pay wage rates not less than the prevailing hourly wage for each craft or type of workman needed to execute the Contract, as determined by the United States Department of Labor. Such determination covering rates for regular hours, fringe benefits, and rates for holidays and overtime are listed on the following page.

(2) Post on the site of the work, in a conspicuous and accessible place, a copy of the prevailing wage rates as determined by the United States Department of labor.

(3) Keep an accurate record of workman employed by him, and by each subcontractor, if any, including the wage payments made. Such record, or records, shall be available for inspection by the United States Department of Labor, and the Owner, during reasonable hours.

(4) The Contractor's bond shall guarantee the payment of wages as herein specified.

Wage rates as established by the United States Department of Labor are minimums for wage payments under this Contract.

There is no assurance on the part of the Owner that mechanics and laborers can be obtained for the rates herein bound. Each Bidder shall determine for himself the availability of laborers and mechanics, and the rates he must pay to obtain employees. Such rates of pay may be greater than, but cannot be less than, the wage rates bound herein.

See Section 16 of “Federally Required Clauses” for Wage Rates

XI. SPECIAL CONDITIONS

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SC.1 GENERAL

The provisions of this section of the Specifications shall govern in the event of any conflict between them and the "General Conditions".

SC.2 LOCATION OF PROJECT

The project is located a various bus stops located throughout the City of Jonesboro. A map showing the general location is included in the plan sets.

SC.3 SCOPE OF WORK

The work to be performed under this Contract consists of furnishing all materials, labor, supervision, tools and equipment necessary to upgrades JET Bus Shelters.

SC.4 TIME ALLOTTED FOR COMPLETION

The time allotted for completion of the work shall be ninety (90) consecutive calendar days, which time shall begin within ten (10) days of the work order or notice to proceed. After award of the Contract is made and the Contract Documents are completed, the Engineer shall issue a Notice to Proceed, notifying the Contractor to proceed with the construction of the project, subject to the provisions of this paragraph.

SC.5 FORMS, PLANS AND SPECIFICATIONS

Forms of Proposal, Contract and Bonds, and Plans and Specifications may be examined at the City of Jonesboro Engineering Department, 300 South Church Street, Jonesboro, Arkansas 72403, and obtained upon payment of $25.00 each. No refunds will be made.

SC.6 LIQUIDATED DAMAGES FOR DELAY

The number of calendar days allowed for completion of the project is stipulated in the Proposal and in the Contract and shall be known as the Contract Time.

1. It is understood and agreed by and between the Owner and the Contractor that the time of completion herein set out is a reasonable time. The Contractor shall perform fully, entirely, and in an acceptable manner, the work contracted for within the contract time stated in the Contract. The contract time shall be counted from ten days after the effective date of the "Notice to Proceed"; and shall include all Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of any orders of the Engineer for suspension of the prosecution of the work, due to the fault of the Contractor, shall be counted as elapsed contract time, and shall not be considered for an extension of time.

2. Extensions of time for completion, under the condition of 2(a) next below, will be granted; extensions may be granted under other stated conditions:

a. If the satisfactory execution and completion of the Contract shall require work or material in greater amounts or quantities than those set forth in the Contract, then the Contract time shall be increased in the same proportion as the additional work bears to the original work contracted for.

b. An average or usual number of inclement weather days, when work cannot proceed, is to be anticipated during the construction period and is not to be considered as warranting extension of time. If, however, it appears that the Contractor is delayed by conditions of weather, so unusual as not to be reasonably anticipated, extensions of time may be granted.

c. Should the work under the Contract be delayed by other causes which could not have been prevented or contemplated by the Contractor, and which are beyond the Contractor's power to prevent or remedy, an extension of time may be granted. Such causes of delay shall include but not necessarily be limited to the following:

(1) Acts of God, acts of the public enemy, acts of the Owner except as provided in these Specifications, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

(2) Any delays of Subcontractors or suppliers occasioned by any of the causes specified above.

3. The Resident Project Representative or other authorized representative of the City shall keep a written record sufficient for determination as to the inclusion of that day in the computation of Contract time. This record shall be available for examination by the Contractor during normal hours of work as soon as feasible after the first of each construction month. In case of disagreement between the representative of the City and the Contractor, as to the classification of any day, the matter shall be referred to the City whose decision shall be final.

4. The amount of all extensions of time for whatever reason granted shall be determined by the Owner. In general, only actual and not hypothetical days of delay will be considered. The Owner shall have authority to grant additional extensions of time as the Owner may deem justifiable.

The amount of Liquidated Damages to be assessed shall be in accordance with the schedule that follows:

Amount of Contract	Liquidated Damages Per Day
Less than $25,000.00	$100.00
Not less than $ 25,000.00 but less than $ 50,000.00	$150.00
Not less than $ 50,000.00 but less than $ 100,000.00	$200.00
Not less than $100,000.00 but less than $ 500,000.00	$250.00
Not less than $500,000.00 but less than $1,000,000.00	$350.00

Over $1,000,000.00	$500.00

1. Time is an essential element of the Contract and it is important that the work be pressed vigorously to completion. Loss will accrue to the public due to delayed completion of the facility; and the cost to the Owner of the administration of the Contract, including engineering, inspection and supervision, will be increased as the time occupied in the work is lengthened.

2. Should the Contractor fail to complete the work as set forth in the Specifications and within the time stipulated in the Contract, there shall be deducted the amount shown in the schedule above, for each day of delay, from any monies due or which may thereafter become due him, not as a penalty, but as ascertained and liquidated damages.

3. Should the amount otherwise due the Contractor be less than the amount of such ascertained and liquidated damages, the Contractor and his Surety shall be liable to the Owner for such deficiency.

If the Contractor finds it impossible for reasons beyond his control to complete the work within the Contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the Contract time as extended, make a written request to the Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may recommend to the Owner that the contract time be extended as conditions justify. If the Owner extends the contract, the extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

SC.7 KNOWLEDGE OF CONDITIONS

The Contractor states that he has examined all the available records and has made a field examination of the site and right-of-way and that he has informed himself about the character, quality, and quantity of surface and subsurface materials and other conditions to be encountered; the quantities in various sections of the work; the character of equipment and facilities needed for the prosecution of the work; the location and suitability of all construction materials; the local labor conditions; and all other matters in connection with the work and services to be performed under this contract.

SC.8 PERMITS AND RIGHTS-OF-WAY

The Owner will secure easements across public or private property permanently required for the pipelines at no cost to the Contractor.

The Contractor shall lease, buy, or otherwise make satisfactory provision, without obligating the Owner in any manner, for any land required outside the land provided by the Owner.

State Highway and Railroad Crossing Permits will be secured by the Owner. All other permits and

licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor.

SC.9 REFERENCE SPECIFICATIONS

Where reference is made in these Specifications to the Standard Specifications of the Arkansas State Highway and Transportation Department, such reference is made for expediency and standardization, and such specifications (latest edition thereof) referred to are hereby made a part of these Specifications.

More specifically, if any items or materials required for completion of the work required for this project are not specified in these Contract Documents, such items or materials and requirements for installation shall conform to the latest edition of the Arkansas State Highway and Transportation Department Standard Specifications for Highway Construction.

SC.10 PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED

In case it is necessary to change or move the property of any owner or of a public utility, such property shall not be moved or interfered with until ordered to do so by the Engineer. The right is reserved to the owner of public utilities to enter upon the limits of the project for the purpose of making such changes or repairs of their property that may be made necessary by performance of this Contract.

SC.11 USED MATERIALS

No material which has been used by the Contractor for any temporary purpose whatever is to be incorporated in the permanent structure without written consent of the Engineer.

SC.12 EXISTING STRUCTURES

The Plans show the locations of all known surface and subsurface structures. However, the Owner assumes no responsibility for failure to show any or all of these structures on the Plans, or to show them in their exact location. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as to necessitate changes in the lines or grades, or requires the building of special work, provisions for which are not made in the Plans and Proposal, in which case the provisions in these Specifications for Extra Work shall apply.

The Contractor shall be responsible for protection of all existing structures, and any damage caused by his operations shall be repaired immediately without cost to the Owner. It shall be the responsibility of the prospective Contractor to examine the site completely before submitting his bid.

SC.13 USE OF EXPLOSIVES

Any use of explosives or blasting shall be as outlined in these Specifications.

SC.14 BARRICADES, LIGHTS, AND WATCHMEN

Where the work is performed on or adjacent to any street, alley, or public place, the Contractor shall, at his own expense, furnish and erect such barricades, fences, lights, and danger signals, shall provide such watchmen, and shall provide such other precautionary measures for the protection of persons or property and of the work as are necessary.

Barricades shall be painted in a color that will be visible at night. From sunset to sunrise the Contractor shall furnish and maintain at least one light at each barricade and a sufficient number of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The Contractor shall furnish watchmen in sufficient numbers to protect the work.

The Contractor will be held responsible for all damage to the work due to failure to provide barricades, signs, lights, and watchmen to protect it. Whenever evidence is found of such damage, the Engineer may order the damaged portion immediately removed and replaced by the Contractor at his expense. The Contractor's responsibility for the maintenance of barricades, signs, and lights, and for providing watchmen, shall not cease until the project shall has been accepted by the Owner.

SC.15 FENCES AND DRAINAGE CHANNELS

Boundary fences or other improvements removed to permit the installation of the work shall be replaced in the same location and left in a condition as good or better than that in which they were found except as indicated on the Drawings.

Where surface drainage channels are disturbed or blocked during construction, they shall be restored to their original condition of grade and cross section after the work of construction is completed.

SC.16 WATER FOR CONSTRUCTION

Water used for the mixing of concrete, testing, or any other purpose incidental to this project, shall be furnished by the Contractor. The Contractor shall make the necessary arrangements for securing and transporting such water and shall take such water in a manner and at such times that will not produce a harmful drain or decrease of pressure in the Owners' water system. No separate payment will be made for water used but the cost thereof shall be included in the Unit Price Schedule.

SC.17 MATERIAL STORAGE

Materials delivered to the site of the work in advance of their use shall be stored so as to cause the least inconvenience and in a manner satisfactory to the Engineer.

SC.18 EXISTING UTILITIES AND SERVICE LINES

The Contractor shall be responsible for the protection of all existing utilities or improvements crossed by or adjacent to his construction operations. Where existing utilities or service lines are cut, broken, or damaged, the Contractor shall replace or repair immediately the utilities or service lines with the

same type of original material and construction or better, at his own expense.

SC.19 TESTING, INSPECTION AND CONTROL

Testing and control of all materials used in the work shall be done by an approved commercial laboratory employed and paid directly by the Contractor. The Contractor shall furnish, at his own expense, all necessary specimens for testing of the materials, as required by the Engineer.

Testing and control of all materials used for this project shall be done in accordance with the Standard Specifications and The Arkansas State Highway and Transportation Department Field Sampling manual.

Only Technicians certified by the Center for Training Transportation Professionals, University of Arkansas Department of Civil Engineering, Fayetteville, Arkansas (CTTP) shall perform quality control and acceptance testing on this project. Testing Laboratories shall be CTTP certified also. The Contractor shall furnish, at his own expense, all necessary specimens for testing of the materials, as required by the Engineer.

Materials testing for this project will be at the Contractor's expense with the exception of verification testing by an independent, approved Testing Laboratory, furnished by the City of Jonesboro. The City of Jonesboro reserves the right to employ a certified lab to perform verification and acceptance testing normally performed by the Arkansas State Highway and Transportation Department. The Contractor shall cooperate fully with the testing firm so employed by the City of Jonesboro

SC.20 BOND

Coincident with the execution of the Contract, the Contractor shall furnish a good and sufficient surety bond, in the full amount of the Contract sum, guaranteeing the faithful performance of all covenants, stipulations, and agreements of the Contract, the payment of all bills and obligations arising from the execution of the Contract, (which bills or obligations might or will in any manner become a claim against the Owner), and guaranteeing the work included in this Contract against faulty materials and/or poor workmanship for one (1) year after the date of completion of Contract.

All provisions of the bond shall be complete and in full accordance with Statutory requirements. The bond shall be executed with the proper sureties through a company licensed and qualified to operate in the state and approved by the Owner. The issuing agent's power of attorney shall be attached to the bond and the bond shall be signed by an agent resident in the state and date of bond shall be the date of execution of the Contract. If at any time during the continuance of the Contract the surety on the Contractor's bond becomes irresponsible, the Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof, the Contract may be suspended and all payments or money due the Contractor withheld.

SC.21 LIGHT AND POWER

The Contractor shall provide, at his own expense, temporary lighting and facilities required for the proper prosecution and inspection of the work. At the time the Owner obtains beneficial occupancy of any of the facilities placed in satisfactory service, charges for power and light for regular operation of those involved facilities will become the responsibility of the Owner.

SC.23 LINES AND GRADES

The Contractor will be furnished baselines and benchmarks to control the work. The Contractor shall be responsible for the additional instrument control necessary to layout and construct the improvements. The Contractor's instrument control of the work shall not be measured for separate payment.

As a minimum, the Contractor shall provide the following instrument control for the work:

a. For the full length and width of all areas within the limits of paving, the finished grade of the concrete surface course shall be controlled by grade wires or forms set by the Contractor to control the final surface, in accordance with the plans.

b. For the full length and width of all areas within the limits of paving, the initial courses of bituminous pavement will be controlled by uniform thickness. The course under the final surface course shall be controlled by grade wire, and the final surface course shall be controlled by uniform thickness. The bituminous pavement shall be constructed with a lay down machine with automatic controls and a forty (40) foot ski.

c. For the full length and width of all areas within the limits of paving, the crushed aggregate base course and the sub base course will be controlled with intermediate and final surface stakes, "blue tops". Stakes shall be set as required or as directed by the Engineer to control the construction.

d. The Contractor shall set intermediate line and grade stakes and final grade stakes, "blue tops," as required to control the construction of shoulders.

SC.23 LEGAL HOLIDAYS

January 1, Martin Luther King, Jr. Day, President’s Day, Memorial Day, July 4, Labor Day, Veteran’s Day, Thanksgiving, Day after Thanksgiving, December 24, and December 25 will be considered as being legal holidays; no other days will be so considered. Should any holiday fall on Sunday, the holiday shall be observed on the following Monday. No engineering observation will be furnished on legal holidays or Sundays, except in an emergency. The Contractor shall observe the legal holidays and Sundays, and no work shall be performed on these days except in an emergency. However, these days shall not be excluded from Contract time.

SC.24 SEQUENCE OF CONSTRUCTION

Sequence of all phases of work shall be such as to provide for the least possible inconvenience to the Owner. Scheduling of work which would interfere with normal traffic operation shall be coordinated with the Owner. Material and equipment received on the project prior to time of installation shall be stored at such locations designated by the Owner.

The Contractor shall furnish a proposed work schedule to the Engineer for review and approval as soon as possible after award of the Contract. This schedule shall show anticipated equipment delivery schedules and times of beginning and completing of the several work tasks.

SC.25 TEST BORINGS

The Contractor may rely upon the general accuracy of the test pit or soil boring data contained in reports or drawings, but such reports and drawings are not Contract Documents. The Contractor may not rely upon or make any claim against Owner, Engineer, or Engineer's Consultants with respect to (1) the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by the Contractor and safety precautions and programs incident thereto, (2) other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings, (3) any Contractor interpretation of or conclusion drawn from any data, interpretations, opinions, or information.

SC.26 TEMPORARY FIELD OFFICE

Not required for this project.

SC.27 RELEASE AND CONTRACTOR'S AFFIDAVIT

At the project's completion, the Contractor shall execute the attached Release and Lien Waiver to release all claims against the Owner arising under and by virtue of his Contract. The date of the Release shall be that agreed to for the final acceptance of the project with the Owner.

SC.28 MAINTENANCE BOND

The Contractor shall execute the attached Maintenance Bond guaranteeing the work included in the Contract against faulty materials and/or prior workmanship for one year after completion of the Contract. The date of the Maintenance Bond shall be that agreed to for the final acceptance of the project with the Owner. The Maintenance Bond shall be for 100% of the final contract amount.

At the end of the applicable maintenance period, the Owner and/or the Engineer, with the Contractor, shall make an inspection of the work. The Contractor immediately shall repair and correct any and all defects which have resulted from faulty workmanship, equipment, or materials, following which repair and correction the Local Public Agency will accept full maintenance of the work.

RELEASE

FROM: Contractor's Name_____

Address_____

_____

TO: City of Jonesboro

DATE OF CONTRACT: _____

Upon receipt of the final payment and in consideration of that amount, the undersigned does hereby release the Owner and its agents from any and all claims arising under or by virtue of this Contract or modification thereof occurring from the undersigned's performance in connection with the construction of the

JET Bus Shelter Upgrades

project.

_____
Contractor's Signature

_____
Title

Subscribed and sworn to before me this _____ day of _____, 20____.

_____
Notary Public

My Commission Expires:

_____

CONTRACTOR'S AFFIDAVIT

FROM: Contractor's Name_____

Address_____

_____

TO: City of Jonesboro

DATE OF CONTRACT: _____

I hereby certify that all claims for material, labor, and supplies entered into contingent and incident to the construction or used in the course of the performance of the work on the construction of the

JET Bus Shelter Upgrades

have been fully satisfied.

_____
Contractor's Signature

_____
Title

Subscribed and sworn to before me this _____ day of _____, 20____.

_____
Notary Public

My Commission Expires:

_____

The Surety Company consents to the release of the retained percentage on this project with the understanding that should any unforeseen contingencies arise having a right of action on the bond that the Surety Company will not waive liability through the consent to the release of the retained percentage.

Dated _____ _____
Surety Company

By_____
Resident Agent, State of Arkansas

_____

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we,_____,

as Principal, and _____,

as Surety, are held and firmly bound unto the City of Jonesboro, as Obligee, in the full and

just sum of _____
($_____) DOLLARS, lawful money of the United States of America, to be paid to the said Obligee, its successors or assigns, for the payment of which, well and truly to be made, we and each of us, bind ourselves, our heirs, executors and assigns, themselves, and their successors and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 20_____.

The conditions of this obligation are such, that whereas, said Principal, has by a certain contract with the City of Jonesboro dated the ____ day of _____, 20 ____, agreed to construct the JET Bus Shelter Upgrades and to maintain the said Improvement in good condition for a period of one (1) year from the date of acceptance of the improvements.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall indemnify and hold harmless the said Obligee from and against all loss, costs, damages, and expenses whatsoever which it may suffer or be compelled to pay by reason of failure of the said Principal to keep said work in repair for a one year period beginning _____ against any and all defects of faulty workmanship or inferior material, then this obligation shall be void; otherwise to remain in full force and effect.

It is further agreed that if the said Principal or Surety herein shall fail to maintain said improvements in good condition for the said period of 1 year, and at any time repairs shall be necessary, that the cost of making said repairs shall be determined by the Owner, or some person or persons designated by the Owner to ascertain the same, and if, upon thirty (30) days notice, the said amount ascertained shall not be paid by the Principal or Surety herein, or if the necessary repairs are not made, that said amount shall become due upon the expiration of thirty (30) days, and suit may be maintained to recover the amount so determined in any Court of competent jurisdiction; and that the amount so determined shall be conclusive upon the parties as to the amount due on this bond for the repair or repairs included therein; and that the cost of all repairs shall be so determined from time to time during the life of this bond, as the condition of the improvements may require.

Signed, sealed and delivered the day and year first above written.

_____
Principal

ATTEST:

_____ BY:_____

_____ _____

SEAL _____
Surety

ATTEST:

_____ BY:_____
Attorney in Fact

_____ _____

XII. TECHNICAL SPECIFICATIONS

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SP-1 FEDERALLY REQUIRED CLAUSES

Federally Required and Other Model Contract Clauses

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1. Fly America Requirements

49 U.S.C. §40118
41 CFR Part 301-10

Fly America Requirements - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. **Buy America Requirements**
49 U.S.C. 5323(j)
49 CFR Part 661

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date 8-4-2025

Signature [signature]

Company Name Crabtree & Son Construction Inc

Title President

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date _____

Signature _____

Company Name

_____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

3. Charter Bus Requirements

49 U.S.C. 5323(d)
49 CFR Part 604

School Bus Requirements

49 U.S.C. 5323(F)
49 CFR Part 605

Not required for this project.

4. Cargo Preference Requirements

46 U.S.C. 1241
46 CFR Part 381

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. *to use* privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. *to furnish within* 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo *described in the preceding paragraph* to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (*through the contractor in the case of a subcontractor's bill-of-lading.)* c. *to include these* requirements in *all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.*

5. Seismic Safety Requirements

42 U.S.C. 7701 et seq. 49
CFR Part 41

Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

6. Energy Conservation Requirements

42 U.S.C. 6321 et seq.
49 CFR Part 18

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

7. Clean Water Requirements
33 U.S.C. 1251

Clean Water –

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

8. Bus Testing

49 U.S.C. 5318(e)
49 CFR Part 665

Not require for this project.

9. Pre-award and Post Delivery Audits Requirements

49 U.S.C. 5323

49 CFR Part 663

"Buy America Requirements--Surface Transportation Assistance Act of 1982, as amended," 49 C.F.R. 661.12, but has been modified to include FTA's Buy America requirements codified at 49 U.S.C. A 5323(j).

Pre-Award and Post-Delivery Audit Requirements - The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

1. Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
2. Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.
3. Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS
FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT

(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at $100,000.)

Certificate of Compliance

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date: _____

Signature: _____

Company Name: _____

Title: _____

Certificate of Non-Compliance

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

10. Lobbying

31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

- Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

  Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]
- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)
- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

  Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.
- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a

Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq* .)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, Crabtree & Son Construction, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any.

Alvin Crabtree

_____ Signature of Contractor's Authorized Official

Alvin Crabtree - President

_____ Name and Title of Contractor's Authorized Official

8/6/2025

_____ Date

11. Access to Records and Reports

49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
7. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Contract	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
I. State Grantees	**a. Contracts below SAT ($100,000)**	None	Those imposed on state pass thru to Contractor	None	None	None	None
	b. Contracts above $100,000/Capital Projects	None unless[1] non-competitive award	Those imposed on state pass thru to Contractor	Yes, if non-competitive award or if funded thru[2] 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
II. Non State Grantees	**a. Contracts below SAT ($100,000)**	Yes[3]	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
	b. Contracts above $100,000/Capital Projects	Yes[3]	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes

Sources of Authority

1. 49 USC 5325 (a)
2. 49 CFR 633.17
3. 18 CFR 18.36 (i)

12. Federal Changes
49 CFR Part 18

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

13. Bonding Requirements

a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certifies check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:
   1. 50% of the contract price if the contract price is not more than $1 million;
   2. 40% of the contract price if the contract price is more than $1 million but not more than $5 million; or
   3. $2.5 million if the contract price is more than $5 million.

d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

Flow Down

Bonding requirements flow down to the first tier contractors.

Model Clauses/Language

FTA does not prescribe specific wording to be included in third party contracts. FTA has prepared sample clauses as follows:

Bid Bond Requirements (Construction)

a. Bid Security

   A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

b. Rights Reserved

   In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (Recipient).

   It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (Recipient), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by (Recipient) as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense (Recipient) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (Recipient) and pay over to (Recipient) the difference between the bid security and (Recipient's) total damages, so as to make (Recipient) whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

a. Performance bonds
   1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).
   2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

b. Payment bonds
   1. The penal amount of the payment bonds shall equal:
      i. Fifty percent of the contract price if the contract price is not more than $1 million.
      ii. Forty percent of the contract price if the contract price is more than $1 million but not more than $5 million; or
      iii. Two and one half million if the contract price is more than $5 million.
   2. If the original contract price is $5 million or less, the (Recipient) may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the (Recipient's) interest.

a. The following situations may warrant a performance bond:
   1. (Recipient) property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
   2. A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
   3. Substantial progress payments are made before delivery of end items starts.
   4. Contracts are for dismantling, demolition, or removal of improvements.

b. When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:
   1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).

2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

c. A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest.

d. When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:
   1. The penal amount of payment bonds shall equal:
      i. Fifty percent of the contract price if the contract price is not more than $1 million;
      ii. Forty percent of the contract price if the contract price is more than $1 million but not more than $5 million; or
      iii. Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The (recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to (Recipient). As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to (Recipient) written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

14. CLEAN AIR

42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq*. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

15. Recycled Products

42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

16. Davis-Bacon and Copeland Anti-Kickback Acts

Davis-Bacon and Copeland Anti-Kickback Acts

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officershall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
4. With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - The City of Jonesboro shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the City of Jonesboro may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City of Jonesboro for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1. (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
2. (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
3. (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) *Apprentices* - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify

fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees* - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity* - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

"General Decision Number: AR20250060 01/03/2025

Superseded General Decision Number: AR20240060

State: Arkansas

Construction Type: Heavy
HEAVY CONSTRUCTION PROJECTS (Including Water and Sewer Lines)

Counties: Craighead and Poinsett Counties in Arkansas.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for

performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number | Publication Date
0 | 01/03/2025

ELEC0295-008 01/01/2023

	Rates	Fringes
ELECTRICIAN		
Electrical contracts over $1,500,000	$ 34.02	15.00
Electrical contracts under $1,500,000	$ 27.80	14.69

SUAR2015-057 01/09/2017

	Rates	Fringes
CARPENTER, Includes Form Work	$ 17.89	3.27
CEMENT MASON/CONCRETE FINISHER	$ 16.36 **	0.00
LABORER: Common or General	$ 12.19 **	1.13
LABORER: Pipelayer	$ 14.16 **	2.08
OPERATOR: Backhoe/Excavator/Trackhoe	$ 17.09 **	0.00
OPERATOR: Bulldozer	$ 16.32 **	1.65
OPERATOR: Crane	$ 24.21	6.79
OPERATOR: Loader	$ 15.43 **	0.00
PAINTER (Brush and Roller)	$ 18.00	0.00
TRUCK DRIVER: Dump Truck	$ 14.13 **	1.90

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date

for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or

by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

17. Contract Work Hours and Safety Standards Act

Contract Work Hours and Safety Standards

1. **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. **Withholding for unpaid wages and liquidated damages** - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

18. Veterans Employment Clause
49 USC § 5325(k)

Veterans Employment

1. Recipients and subrecipients of Federal financial assistance under this chapter shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title S) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

19. No Government Obligation to Third Parties

No Obligation by the Federal Government.

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

20. Program Fraud and False or Fraudulent Statements and Related Acts

31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

Program Fraud and False or Fraudulent Statements or Related Acts.

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

21. Termination

49 U.S.C.Part 18

FTA Circular 4220.1E

a. **Termination for Convenience (General Provision)** The City of Jonesboro may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City of Jonesboro to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Jonesboro, the Contractor will account for the same, and dispose of it in the manner the City of Jonesboro directs.

b. **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Jonesboro may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

   If it is later determined by the City of Jonesboro that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Jonesboro, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. **Opportunity to Cure (General Provision)** The City of Jonesboro in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

   If Contractor fails to remedy to City of Jonesboro's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from City of Jonesboro setting forth the nature of said breach or default, Jonesboro Sun shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City of Jonesboro from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. **Waiver of Remedies for any Breach** In the event that City of Jonesboro elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit City of Jonesboro's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. **Termination for Convenience (Professional or Transit Service Contracts)** The City of Jonesboro, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City of Jonesboro may terminate this contract for default. The City of Jonesboro shall terminate by delivering to the Contractor a Notice

of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. **Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City of Jonesboro may terminate this contract for default. The City of Jonesboro shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

   If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the City of Jonesboro, protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and City of Jonesboro shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

   If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City of Jonesboro.

h. **Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the City of Jonesboro may terminate this contract for default. The City of Jonesboro shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

   The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

   1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
   2. the contractor, within [10] days from the beginning of any delay, notifies the City of Jonesboro in writing of the causes of delay. If in the judgment of the City of Jonesboro, the delay is excusable, the time for completing the work shall be extended. The judgment of the City of Jonesboro shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

22. Government-Wide Debarment and Suspension (Nonprocurement)
49 CFR Part 29
Executive Order 12549

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Jonesboro. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Jonesboro, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Suspension and Debarment

This contract with the **City of Jonesboro** is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by **the City of Jonesboro.** If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **the City of Jonesboro,** the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Crabtree + Son Construction, Inc.
(Name of Bidder/Proposer)

Alvin Crabtree
(Printed Name of Bidder's Agent)

Alvin Crabtree
(Signature of Bidder's Agent)

President — 8/6/2025
(Printed Title of Bidder's Agent) (Date Executed)

23. Privacy Act
5 U.S.C. 552

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

   5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

24. Civil Rights Requirements

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights - The following requirements apply to the underlying contract:

1. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the underlying contract:
    a. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq* ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
    b. *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
    c. *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons

with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

25. Breaches and Dispute Resolution

49 CFR Part 18

FTA Circular 4220.1E

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

26. Patent and Rights in Data

37 CFR Part 401
49 CFR Parts 18 and 19

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. **Rights in Data** - This following requirements apply to each contract involving experimental, developmental or research work:

1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:
    a. Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.
    b. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
        1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
        2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.
    c. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which

this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c) , however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

d. Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

e. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

f. Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause , provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

g. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

3. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (*i.e.* , a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in

   U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

4. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. **Patent Rights** - This following requirements apply to each contract involving experimental, developmental, or research work:

1. *General* - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
2. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
3. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

27. Transit Employee Protective Agreements

49 U.S.C. § 5310, § 5311, and § 5333
29 CFR Part 215

Not required for this project.

28. Disadvantaged Business Enterprise(DBE)

49 FR Part 26

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 8%. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Jonesboro deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City of Jonesboro**.**

d. The contractor must promptly notify the City of Jonesboro, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Jonesboro.

29. ADA Access

Must comply with applicable requirements of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, and US:DOT/FTA impending regulations.

I hereby certify that I understand and will comply with the above FTA and JET / City of Jonesboro requirements as it relates to the generator project for JET/ City of Jonesboro Transit Department.

Name

8-6-2025

Date

30. Incorporation of Federal Transit Administration (FTA) Terms
FTA Circular 4220.1E

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause the City of Jonesboro to be in violation of the FTA terms and conditions.

31. Drug and Alcohol Testing

49 U.S.C. §5331
49 CFR Parts 653 and 654

Not required for this project.

SP-2 CERTIFICATIONS AND ASSURANCES

City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Signature Copy

Resolution: R-EN-078-2025

File Number: RES-25:066 **Enactment Number: R-EN-078-2025**

RESOLUTION AUTHORIZING THE MAYOR AND CITY ATTORNEY TO CERTIFY THE CITY OF JONESBORO 2025 ANNUAL FEDERAL TRANSIT ADMINISTRATION (FTA) CERTIFICATIONS AND ASSURANCES FOR THE JONESBORO ECONOMICAL TRANSPORTATION SYSTEM (JET)

WHEREAS, the City of Jonesboro receives annual funding from the Federal Transit Administration (FTA) to assist in the operations and capital improvements of the Jonesboro Economical Transportation System (JET); and,

WHEREAS, the Certifications and Assurances is a requirement for receiving FTA funds; therefore, the City of Jonesboro must sign attesting the City of Jonesboro's compliance with all of the regulations set forth in 49 U.S.C. 53 for the operation of JET; and,

WHEREAS, the Certifications and Assurances are submitted electronically by JET personnel via the Transit Award Management System (TrAMS).

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

SECTION 1: The Mayor and City Attorney shall be the authorized signatory for the City of Jonesboro in attesting to the compliance of each section of the FTA Certifications and Assurances for this calendar year.

SECTION 2: Electronic submission to FTA is hereby authorized.

PASSED AND APPROVED THIS 17TH DAY OF JUNE 2025.

OFFICIAL CITY DOCUMENT OFFICE OF THE CITY CLERK

Harold Copenhaver, Mayor Date 6-23-25

ATTEST: April Leggett, City Clerk Date 6-23-25

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.

Text in italic is not part of a certification and is of no legal effect. Its purpose is to provide explanation and context for the certification.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

(a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

(b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

(c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

(d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

(e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

(f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21, including any amendments thereto;
(2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
(3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
(4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
(5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
(6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
(7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
(8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
(9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
(10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
(11) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act") (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

(h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

(i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction sub-agreements.

(j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

(k) Will comply with environmental standards which may be prescribed pursuant to the following:

(1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;

(2) Notification of violating facilities pursuant to EO 11738;

(3) Protection of wetlands pursuant to EO 11990;

(4) Evaluation of flood hazards in floodplains in accordance with EO 11988;

(5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);

(6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);

(7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and

(8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).

(l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

(m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).

(n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

(o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

(p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

(q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, "Audit Requirements", as adopted and implemented by U.S. DOT at 2 CFR Part 1201.

(r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.

(s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:

(1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;

(2) Procuring a commercial sex act during the period of time that the award is in effect; or

(3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget's standard form 424D "Assurances—Construction Programs" and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

(a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

(b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.

(c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.325, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

(a) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.327 "Procurement Standards;
(b) Federal laws, regulations, and requirements applicable to FTA procurements; and
(c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Increased Micro-Purchase Threshold.

A recipient may establish a micro-purchase threshold that is higher than the Federal micro-purchase threshold. Pursuant to 2 CFR § 200.320(a)(1)(iv), the recipient may self-certify a micro-purchase threshold up to $50,000. Pursuant to 2 CFR § 200.320(a)(1)(v), the recipient may set a micro-purchase threshold higher than $50,000, but only with the approval of the recipient's Federal cognizant agency for indirect costs. To determine an applicant's cognizant agency for indirect costs, consult the definition of "cognizant agency for indirect costs" in 2 CFR § 200.1.

If the recipient uses a micro-purchase threshold that is higher than the Federal micro-purchase threshold, the recipient certifies:

(a) The recipient's micro-purchase threshold does not exceed $50,000, or the recipient has approval from its Federal cognizant agency for indirect costs to use a higher micro-purchase threshold;
(b) The recipient has a written justification for its micro-purchase threshold; and
(c) The recipient has supporting documentation of any of the following:
    (1) The recipient qualifies as a low-risk auditee, in accordance with the criteria in 2 CFR § 200.520 for the most recent audit;
    (2) The recipient has an annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or
    (3) For public institutions, a higher threshold is consistent with State law.

1.5. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant's exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant's principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

(a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;

(b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

(c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification; and

(d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.6. Lobbying.

If the applicant will apply for a grant or cooperative agreement exceeding $100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding $150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

1.6.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

1.6.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement

shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

1.7. Real Property Use

This certification responds to Recommendation #7 in the U.S. Department of Transportation's Office of Inspector General Report FS2024025 (May 20, 2024).

If the applicant will use assistance provided by the Federal Transit Administration to acquire or improve real property, the applicant certifies that it will comply with the requirements of 2 CFR § 200.311, including but not limited to, requirements to use the property for the purposes authorized in its award, and to seek disposition instructions from FTA when the property no longer is needed for any authorized purpose.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA's state safety oversight programs, and each State that is required to draft and certify a Public Transportation Agency Safety Plan on behalf of a Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).

This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.

This certification does not apply to any applicant that only receives financial assistance from FTA under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs, unless it operates a rail fixed guideway public transportation system.

If the applicant is an operator, the applicant certifies that it has established a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

(a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in the State, unless the Small Public Transportation Provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own Public Transportation Agency Safety Plan; and

(b) Each Small Public Transportation Provider within the State that opts to use a State-drafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax-exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Further Consolidated Appropriations Act, 2024, Pub. L. 118-47, div. B, tit. VII, §§ 744-745. U.S. DOT Order 4200.6 defines a "corporation" as "any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association", and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

(a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

4.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and thirdparty contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

4.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

(a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
   (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
   (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

(b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
   (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
   (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.

(3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

(4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 5. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 6. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

6.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

6.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility established in accordance with 49 U.S.C. § 5318 (currently the Larson Transportation Institute's Bus Research and Testing Center at Pennsylvania State University) and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 7. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act ("TIFIA") (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

(a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;

(b) Has or will have satisfactory continuing control over the use of equipment and facilities;

(c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;

(d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—

  (1) Senior;

  (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and

  (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);

(e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);

(f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);

(g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);

(h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);

(i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;

(j) Either—

(1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or

(2) Has decided that the expenditure for security projects is not necessary;

(k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and

(l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 8. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5311(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

(a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—

(1) Provides a fair distribution of amounts in the State, including Indian reservations; and

(2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and

(b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected

intercity bus service providers, and the intercity bus service needs of the State are being met adequately.

(c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—

(1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and

(2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 9. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

(a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,

(b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.

(c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and

(d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 10. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 7 or Category 8.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in 49 U.S.C. § 5339(c)(1)) or related infrastructure under 49 U.S.C. § 5339(b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

CATEGORY 11. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 7, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 7 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 7, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

(a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;

(b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;

(c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and

(d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 12. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 13. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 7 for the Urbanized Area Formula Grants Program, Category 9 for the Fixed Guideway Capital Investment Grants program, and Category 12 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 7, 9, and 12 by reference.

CATEGORY 14. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 15. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

(a) Compliant with the requirements of 49 CFR Part 672, "Public Transportation Safety Certification Training Program"; and
(b) Compliant with the requirements of 49 CFR Part 674, "Sate Safety Oversight".

CATEGORY 16. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

(a) Response time;
(b) Fares;
(c) Geographic area of service;
(d) Hours and days of service;

(e) Restrictions or priorities based on trip purpose;
(f) Availability of information and reservation capability; and
(g) Any constraints on capacity or service availability.

CATEGORY 17. INTEREST AND FINANCING COSTS.

*If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), "flex funds" from infrastructure programs administered by the Federal Highways Administration (*see *49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).*

The applicant certifies that:

(a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
(b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 18. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit https://www.nist.gov/cyberframework *and* https://www.cisa.gov/.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 19. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant

must select the Certifications in this Category, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

(a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.

(b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

(c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.

(d) With respect to its procurement system:
   (1) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, for Awards made on or after December 26, 2014,
   (2) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
   (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.

(e) It will comply with the Certifications, Assurances, and Agreements in:
   (1) Category 4.1 and 4.2 (Charter Service Agreement and School Bus Agreement),
   (2) Category 5 (Transit Asset Management Plan),
   (3) Category 6.1 and 6.2 (Rolling Stock Buy America Reviews and Bus Testing),
   (4) Category 8 (Formula Grants for Rural Areas),
   (5) Category 14 (Alcohol and Controlled Substances Testing), and
   (6) Category 16 (Demand Responsive Service).

CATEGORY 20. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

FEDERAL FISCAL YEAR 2025 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant:_____

The Applicant certifies to the applicable provisions of all categories: (*check here*) _____.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category		**Certification**
01	Certifications and Assurances Required of Every Applicant	_____
02	Public Transportation Agency Safety Plans	_____
03	Tax Liability and Felony Convictions	_____
04	Private Sector Protections	_____
05	Transit Asset Management Plan	_____
06	Rolling Stock Buy America Reviews and Bus Testing	_____
07	Urbanized Area Formula Grants Program	_____
08	Formula Grants for Rural Areas	_____
09	Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
10	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____
11	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	_____

12	State of Good Repair Grants	
13	Infrastructure Finance Programs	
14	Alcohol and Controlled Substances Testing	
15	Rail Safety Training and Oversight	
16	Demand Responsive Service	
17	Interest and Financing Costs	
18	Cybersecurity Certification for Rail Rolling Stock and Operations	
19	Tribal Transit Programs	
20	Emergency Relief Program	

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: City of Jonesboro, AR

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may seek in the future, of federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: 6-23-25

Name CAROL M. DUNCAN Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): CITY OF JONESBORO - JET

As the undersigned Attorney for the above-named Applicant, I hereby affirm the Applicant has the authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature Carol M Duncan Date: 06/23/2025

Name CAROL M. DUNCAN Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

SP-3 ANTI-COLLUSION AFFIDAVIT

ANTI-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this 5 day of August, 2025

Crabtree & Son Construction
(Name of Organization)

Misti Crabtree - Secretary
(Title of Person Signing)

Misti Crabtree
(Signature)

ACKNOWLEDGEMENT

STATE OF Arkansas)
) ss
COUNTY OF Craighead)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 5 day of August, 2025.

Julie N Rippy
Notary Public Signature

JULIE N RIPPY
Notary Public - Arkansas
Greene County
Commission # 12712988
My Commission Expires Dec 30, 2030

My Commission Expires: 12.31.2030

Text File

File Number: RES-25:103

Agenda Date: **Version:** 1 **Status:** Recommended to Council

In Control: Finance & Administration Council Committee **File Type:** Resolution

A RESOLUTION BY THE CITY COUNCIL OF JONESBORO, ARKANSAS, TO ACCEPT AND ADOPT THE TITLE VI PROGRAM FOR JONESBORO ECONOMICAL TRANSIT SYSTEM (JET)

WHEREAS, the City of Jonesboro, Arkansas operates a public transit service known as the Jonesboro Economical Transit System (JET); and

WHEREAS, the Federal Transit Administration (FTA) requires all recipients of federal funding to comply with Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance; and

WHEREAS, the City of Jonesboro and JET have developed a comprehensive Title VI Program in accordance with FTA Circular 4702.1B and federal guidelines to ensure equitable access to services and protection of civil rights; and

WHEREAS, the Title VI Program has been reviewed and presented to the City Council and is found to be in compliance with applicable federal requirements; and

WHEREAS, it is in the public interest that the City formally adopt the Title VI Program as a guiding document for JET's continued operations and commitment to nondiscrimination.

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

SECTION 1. That the Title VI Program, as presented to the City Council on this day, is hereby accepted and adopted for the Jonesboro Economical Transit System.

SECTION 2. That the Mayor, or his designee, is authorized to execute all documents and certifications necessary to implement the Title VI Program and ensure compliance with federal civil rights requirements.

SECTION 3. That this Resolution shall be in full force and effect immediately upon its passage and approval.



TITLE VI PROGRAM

2025-2027

JET REGIONAL TRANSFER CENTER



JET's Multi-Modal Central Transfer Facility

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A HISTORY AND DESCRIPTION OF THE ECONOMICAL TRANSPORTATION SYSTEM

The Jonesboro Economical Transportation System (JET) was created by ordinance ORD-05:211 of the City of Jonesboro, passed on July 19, 2005. JET's initial fixed route service was on June 4, 2006. Paratransit service was added by JET in early 2007. The City of Jonesboro currently has a population estimated to be some 82,384 (2024) and it is comprised of 81 square miles located on Crowley's Ridge in Eastern Arkansas.

JET currently serves Jonesboro with five (5) fixed routes. Operational hours are from 5am to 7pm. Complementary paratransit service is also offered by JET within the city limits of Jonesboro.

JET operates from its Administration and Operations Facility located at 2630 Lacy Drive in west Jonesboro. This facility was constructed with American Recovery and Reinvestment Act (ARRA) funding in 2010. JET also built its Regional Transfer Center at 713 South Caraway Road in October of 2015.

Each of JET's seven (7) Cut-away buses and five (5) rubber wheel trolleys are equipped with a surveillance camera system, a two-way radio, an AVL system, a Fare collection system, a wheelchair lift and an external bicycle rack. Additionally, each of JET's seven (7) paratransit vans is outfitted with a two-way radio, an AVL system, a Fare collection system, and it has wheel-chair access.

Additionally, riders will have access to an app showing the location of the next bus at each of JET's bus stops currently with stops being added or adjusted with a new Shelter project that is in progress. An app will be provided by TripSpark as part of a software upgrade, we have in progress.

JET has partnered with Tripspark after RouteMatch was absorbed by the company. A number of software upgrades will be happening in the next couple of years to expand feature capacity. This includes real-time bus tracking for riders, scheduling, ridership count, surveillance monitoring and more.

NOTIFYING THE PUBLIC OF RIGHTS UNDER TITLE VI
CITY OF JONESBORO

- Title VI of the Civil Rights Act of 1964 states: No person in the United States shall on the grounds if race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- The City of Jonesboro operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes that she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the City of Jonesboro.
- JET's Notice to the Public is posted:
    - On the JET website
    - In the lobby of JET's Administration and Operation Facility
    - In the waiting room of the JET Regional Transfer Center
- For more information on the City of Jonesboro's civil rights program, and the procedures to file a complaint, contact (870) 933-4640; email HR@jonesboro.org; or visit the City of Jonesboro Human Resources Department located in the Jonesboro Municipal Center, 300 S. Church Street, Jonesboro, AR 72401. For more information, please visit https://www.jonesboro.org/159/Human-Resources.

To receive documents in Spanish or other media forms, please contact Human Resources at HR@jonesboro.org or (870) 933-4640.

Notices:

Jonesboro Economical Transit System
Address: 2630 Lacy Drive
P.O. Box 1845
Jonesboro, Arkansas 72404-1845
Phone: (870) 935-5387
Fax: (870) 933-5649

JET TITLE VI COMPLAINT PROCEDURES

This section outlines the Title VI complaint procedures related to the programs, services, and benefits provided by JET. However, nothing outlined herein would prevent a complainant from filing a formal complaint with the City of Jonesboro, the Equal Employment Opportunity Commission, the Federal Transit Administration, or seeking private counsel for complaints alleging discrimination, intimidation or retaliation of any kind that is prohibited by law. Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs receiving federal financial assistance.

General

Any person who believes that he or she, individually or as a member of any specific class of persons, has been subjected to discrimination on the basis of race, color, or national origin as noted below may file a written complaint with the City of Jonesboro, Transit Department, P.O. Box 1845, 2630 Lacy Drive, Jonesboro, AR 72403. Complainants also have the right to complain directly to the appropriate Federal agency. Every effort will be made to obtain early resolution of any/all complaints. The option of informal meeting(s) between the affected parties and the Transit Director and the Human Resources Director may be utilized for resolutions.

Procedure

1. The complaint must meet the following requirements :
    a. The Complaint shall be in writing and signed by the complainant(s). In cases where complainants are incapable of providing a written statement, a verbal complaint may be made. The Transit Director will interview the complainant and assist the person in converting verbal complainants to writing. All complaints must, however, be signed by the complainant or his/her representative.
    b. The Complaint must include the date of the alleged act of discrimination, date when the complainants became aware of the alleged act of discrimination, or the date on which that conduct was discontinued or the latest instance of conduct.
    c. The Complaint must present a detailed description of the issues, including names and job titles of those individuals perceived as parties to the complaint.
    d. Federal law requires complaints to be filed within 180 calendar days of the alleged incident.

2. A complaint must meet the following criteria for acceptance:
    a. The complaint must be filed within 180 calendar days of the alleged occurrence.
    b. The allegation must involve a covered basis such as race, color, or national origin.
    c. The allegation must involve a JET service or that of a JET sub-recipient/contractor.

3. A complaint may be dismissed for the following reasons:
    a. The complainant requests the withdrawal of the complaint.
    b. The complainant fails to respond to repeated requests for additional information needed to process the complaint.
    c. The complainant cannot be located after reasonable attempts.

4. Upon receipt of a properly filed complaint, the Transit Director will forward the complaint to the Human Resource Department for the investigation of its merits. The Transit Director will also collect data pertinent to the circumstances of the allegations.

5. Once JET and the COJ Human Resources Department decide to accept the complaint for investigation, the complainant will be notified in writing of such determination.

6. In cases where JET and the COJ Human Resources Department assumes the investigation of the complaint, within 90 calendar days of the acceptance of the complaint, an investigative report will be developed by JET Transit Director and COJ Human Resources Director. This report shall include a narrative description of the incident, identification of persons interviewed, determination developed from the factual findings, and recommendations for disposition. In the event JET is found to be in non-compliance with Title VI regulations, remedial actions will be listed.

7. The investigative report and the determination will be presented for review to the Mayor of Jonesboro and, in some instances, to the Jonesboro City Attorney, each of whom will have the authority to modify the findings as they may deem necessary.

8. Notice of the investigative report developed by the Transit Director and the Human Resources Director, and reviewed by the Mayor, will be mailed to the complainant. This notice shall also include information regarding the appeal rights of the complainant and instructions for initiating such an appeal. Notice of appeals are as follows:
    a. JET will reconsider the findings in the investigative report if new facts are uncovered.
    b. If the complainant is dissatisfied with the findings in the investigative report set forth by, the same complaint may be submitted to FTA for investigation. Complainant will be advised to contact the Federal Transit Administration, Office of Civil Rights, Attention: Complaint Team, East Building, 5th Floor-TCR, 1200 New Jersey Avenue, SE. Washington, DC 20590.

9. A copy of the original complaint, JET investigative report, and the Final Remedial Action Plan, if appropriate, will be issued within 120 days of the receipt of the complaint.

10. A summary of the complaint and its resolution will be included as part of the Title VI updates to FTA by JET.

JET TITLE VI COMPLAINT FORM

Section I

Name:_____

Address: _____

Telephone (Home):_____Telephone (Work): _____

Email:

Accessible Format Requirements?

☐Large Print ☐Audio Tape ☐TDD

☐Other: _____

Section II

Are you filing this complaint on your own behalf? ☐Yes ☐No

*If "yes" to this question, go to Section III

If "no," please supply the name and relationship of the person for whom you are filling this complaint for.

_____

Please explain why you have filed for a third party:

_____

_____

_____

Please confirm that you have obtained permission from the aggrieved party, if you are filing on behalf of a third party. ☐No ☐Yes

Section III

I believe the discrimination I experienced was based on (please check all that apply):

☐Race ☐Color ☐National Origin

Date of Alleged Discrimination (Month, Day, Year): _____

Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as the names and contact information of any witnesses. If more space is needed, please use the back of this form.

Section IV

Have you previously filed a Title VI complaint with this agency? ☐Yes ☐No

Section V

Have you filed this complaint with any other Federl, State, local agency or with any Federal or State court?

Federal Agency: _____

Federal Court: _____

State Court: _____

State Agency: _____

Local Agency: _____

Please provide information about a contact person at the agency/court where the complaint was filed.

Name: _____

Title: _____

Agency: _____

Address: _____

Telephone: _____

Section VI

The name of agency complaint is against:

Contact Person: _____

Title: _____

Telephone: _____

You may attach any written materials or other information that you think is relevant to your complaint

Signature and Date required below

_____ _____

Signature Date

Please submit this form in person at the address below or mail to:
City of Jonesboro, Title VI Coordinator
P.O. Box 1845
Jonesboro, Arkansas 72403

JET TITLE VI LIST OF INVESTIGATIONS, LAWSUITS, AND COMPLAINT

	Date (Month, Day, Year)	Summary (include basis of complaint: race, color, or national origin)	Status	Actions Taken
Investigations				
1.None Under	Not Applicable	Not Applicable	Not Applicable	Not Applicable
2.				
Lawsuits				
1. None Under Title VI	Not Applicable	Not Applicable	Not Applicable	Not Applicable
2.				
Complaints				
1. None Under	Not Applicable	Not Applicable	Not Applicable	Not Applicable
2.				

JONESBORO ECONOMICAL TRANSPORTATION SYSTEM (JET)
PUBLIC PARTICIPATION PLAN (PPP)

Goals and Objectives for the Public Participation Plan

Please note: JET has not held a "Public Meeting" since 2010 due to no Fare or Route structure changes.

The Public Participation Plan (PPP) is a guide for JET's ongoing public participation endeavors. Its purpose is to ensure that JET utilizes effective means of providing information and receiving public input on transportation decisions from low-income, minority and Limited English Proficient (LEP) populations, as required by Title VI of the Civil Rights Act of 1964 and its implementing regulations.

JET understands that under federal regulations, transit operators must take reasonable steps to ensure that LEP persons have meaningful access to their programs and activities. This means that public participation opportunities, normally provided in English, should be accessible to persons who have a limited ability to speak, read, write, or understand English.

In addition to language access measures, other major components of the PPP include public participation design factors; a range of public participation methods to provide information, to invite participation and/or to seek input; and, performance measures and objectives to ensure accountability and a means for improving over time.

If JET knows that they will be presenting a topic in a geographic location with a known concentration of LEP persons, JET will make a concerted effort to have meeting notices, flyers, advertisements, or agendas printed in the alternative language. Also, JET will coordinate with local community groups such as the Hispanic Community Services, Inc. (HCSI) to have someone available who can help interpret information at the meeting. When running a general public meeting notice in a geographic location that could be of potential importance to LEP persons or if staff will be hosting a meeting or a workshop, JET will, to the extent possible, insert the following clause: "An interpreter will be available" in the predominant language. JET will seek to coordinate with local community groups such as HCSI to have someone available who can help interpret information at the meeting. JET will include this statement when running general public meeting notices: "JET will strive to provide reasonable accommodations and services for persons who require special assistance to participate in this public involvement opportunity."

JET will develop and disseminate Title VI Program information to employees, sub-recipients, contractors, consultants, and beneficiaries as well as the general public. Public dissemination may include postings of policy statements, inclusion of Title VI language in contracts or other agreements, website postings and annually publish the Title VI Policy Statement in newspapers having general circulation and informational brochures. Ensure the public service announcements

or notices are posted of proposed projects, hearings, meetings, or formation of public advisory boards, in newspapers or other media reaching the affected community. Ensure the full utilization of available minority publications or media; and where appropriate, provide written information in languages other than English.

An important portion of JET's public transportation planning process is performed in conjunction with the transportation planning process of the Northeast Arkansas Regional Transportation Planning Commission (N.A.R.T.P.C.'s), which serves as the designated Metropolitan Planning Organization (MPO) for the greater Jonesboro area. JET is a very small and relatively young public transit system, much of its planning continues to be done within the MPO, the same structure that helped bring JET into existence.

JET's Transit Director is a member of the N.A.R.T.P.C.'s Technical Advisory Committee. Additionally, the N.A.R.T.P.C. and JET have created a combined Citizen Advisory Committee, and the Chair of the Citizen Advisory Committee has a designated seat on the N.A.R.T.P.C.'s Policy Committee. Thus, JET is an active participant in all MPO activities. The latest edition of the Jonesboro Metropolitan Planning Organization's Public Participation Plan is located on its website (https://www.jonesboro.org/DocumentCenter/View/6576/MPO-Public-Participation-Plan_revised-2020). On this website is also found the latest version of the N.A.R.T.P.C.'s Transportation Improvement Plan. JET was integrally involved in the creation of this plan and actively participated in the public hearings surrounding its adoption.

JET also actively participates in the public meetings held early each year in Jonesboro's six aldermanic wards. Sponsored by the Mayor of the City of Jonesboro, these meetings attract a good representation of the diverse demographics of each of these City Council election districts.

JET also maintains a strong relationship with HCSI, this regional non-profit headquarters in Jonesboro. HCSI exists to assist in the integration of the Hispanic community as a whole. JET provides HCSI information about its planning activities that HCSI periodically distributes to Hispanics. JET also cooperates with HCSI activities throughout the year, such as by participating in the annual Hispanic Celebration in May.

Another major focus for JET over the past decade has been developing its service to the Arkansas State University (A-State) campus. While comprehensive public transit service for the students, faculty and staff has been JET foremost consideration, JET has also given much attention to providing a more robust transit service for the growing international student body at A-State. In the Fall of 2024, the number of international student enrollments increased by 36% at A-State A-State Fall Enrollment Rises 12% to Record 16,687 Students Currently, A-State has 7% of international students, the transportation needs of this body of students are a concern for JET (2023-2024 A-State Factbook). Although most of these "internationals" are from Asia and the

Middle East there are some African and European students. Moreover, most of these international students come from countries that have well-developed public transit systems in even the most modest-size cities.

Although classes are conducted in English for international student there is much emphasis for them to participate in the American culture. JET is committed to ensuring that A-State's International students can access JET transit services by eliminating the language barrier. The Office of International Programs at A-State has agreed to cooperate with JET in providing language support when necessary. JET also periodically attends events provided for international students by the University to build relationships and trust in the service.

JET also works to establish public participation through the activity of JET Community Advisory Board (CAB). In 2025, after a leadership change for JET, NARTPC and JET partnered to create a single CAB group and start to conduct meetings again. This would provide a more united and efficient CAB group that would eliminate duplication of efforts and stay informed regionally. Information about the JET/NARTPC CAB is advertised on social media in accordance with the public participation plan.

JET tries to schedule meetings at times and locations that are convenient and accessible for minority and LEP communities. Also, JET coordinates with community- and faith-based organizations, educational institutions and other organizations to implement public engagement strategies that reach out specifically to members of affected minority and/or LEP communities.

JET also makes use of recently developed technologies to disseminate information and to encourage participation in its planning activities.

Also available on the JET website is contact information for JET's management. JET officials frequently receive emails after hours and during weekends and holidays seeking information about JET's services. Such requests are responded to in a timely manner and often times before JET's offices open for regular office hours.

A survey was conducted in 2018 for the JET Transit Study with the following statistics:

- 26% of participants want service to start earlier in the morning.
- 74% of participants want service later into the evening.
- 28% of participants used JET for work.
- 26% of participants used JET for groceries and shopping.
- 25% of participants used JET for medical reasons.
- 17% of participants used JET for leisure
- 5% of participants used JET for school.

JET LANGUAGE ASSISTANCE PLAN

Improving Access for People with Limited English Proficiency Four Factor Analysis

JET, a department of the City of Jonesboro, Arkansas, has conducted the following analysis under Title VI of the Civil Rights Act of 1964, which seeks to improve access to services for LEP persons. The purpose is to ensure that no person on the grounds of race, color, or national origin is excluded from participation, denied of benefits, subject to discrimination under any program or activity receiving Federal financial assistance from the Federal Transit Administration (FTA).

JET has conducted the following analysis using the four factors identified in the Department of Transportation (DOT) LEP guidance:

Factor 1: The Number and Proportion of LEP Persons Served or Encountered In The Eligible Service Population

Task 1, Step 1: Examine Prior Experience with LEP Individuals.

Per the U.S. Census Table S1601 (Language Spoken at Home), approximately 7.5% of Jonesboro's population over five years of age speak a language other than English at home (2022). Over 5% of Jonesboro residents speak Spanish at home. With LEP populations as low as these numbers indicate, JET's staff has infrequent contact with non-English speakers.

Although Spanish-speaking individuals and families have increasingly located in Jonesboro over the past two decades, this demographic is still not as sizeable compared to Central and Western parts of Arkansas or several other parts of the South. Due to the relatively small percentage of the Jonesboro population being Hispanic and the tendency of many Hispanic workers to "car-pool" to a common worksite, JET's drivers and dispatchers very seldom encounter Hispanic riders.

JET has attempted to promote its service among the Hispanic community and build a strong relationship with Jonesboro Hispanic leaders. However, JET's Hispanic ridership has made minimal improvement with our concerted efforts. JET has succeeded in employing Hispanic driver(s) who are bilingual. JET is hopeful that having Spanish-speaking transit staff members and city employees will increase the number of Hispanic riders and employees.

JET also maintains a very close relationship with HCSI. In the past HSCI has provided Spanish language translation for JET promotional materials and remains very willing to provide translation services to assist JET personnel to serve Spanish speaking riders.

In addition, for the past decade, A-State in Jonesboro has been engaged in an intense and very successful International Student recruiting process. During this time, these efforts have brought thousands of students from Asia, Africa, and the Middle East to A-State's Jonesboro campus. A-State has also open up a satellite campus in Mexico which brings Mexican students to Jonesboro.

JET drivers and dispatchers do encounter/interact with this diverse student body somewhat regularly. Additionally, A-State is entering into a contract with JET to provide bus service for students and faculty.

Most of A-State's International Students have very good English skills and the University prefers that they use English as they conduct their everyday lives in Jonesboro. JET has an excellent relationship with the Office of International Programs at A-State and works with it to ensure that the needs of the A-State International Students are met relative to their use of public transit. JET also has an agreement with the A-State Office of International Programs that allows JET to request assistance with translation for the general population. JET management meets periodically with A-State administrative personnel and A-State International students to discuss JET's service.

Task 1, Step 2: Become familiar with data from the U.S. Census

This report was constructed using U.S. Census data obtained from the American Community Survey, Tables S1601 (Dataset ACSST1Y2023).

A: Identify the Geographic Boundaries of The Area That Your Agency Serves.

JET solely operates within the city limits of Jonesboro, AR. Appendix1 (p. 31) contains a current JET system map showing the boundary of JET's service area.

B: Obtain Census data on the LEP population in your service area.

According to ACS Census Bureau, Craighead County, Year of 2023, has 962 speaks English less than very well.
774 speak Spanish, for 80.4% of the LEP population. 188 speak other than Spanish, 19.6% of the LEP Population.

According to ACS Census Bureau, City of Jonesboro, Year of 2023, has 905 speaks English less than very well.
750 speak Spanish, for 82.8% of the LEP population. 155 speak other than Spanish, 17.1% of the LEP Population.

ACS Census Bureau only accounts for 18 years and older on these numbers.

C: Analyze the data that you have collected.

Using the 56,398 respondents in the data, the City of Jonesboro should have approximately 1.6% of those reporting that they spoke English "less than very well".

D: Identify any concentrations of LEP persons in your service area.

In Jonesboro, 905 persons (Of the 56,398 polled) are identified as “Speaks English less than very well”. Of these 750 are Spanish speakers and 155 identify as speakers of other languages.

Task 1, Step 3: Consult state and Local sources of data.

There are eight public school systems in Craighead County, six of which have portions of their district within the corporate limits of Jonesboro, although none of the districts lie totally within the City of Jonesboro. Of these six public school districts that have at least part of their attendance area within the City of Jonesboro, two districts (Jonesboro Public Schools and Nettleton Public Schools) serve the portions of the city in which the LEP population is prone to reside.

School Districts serving Jonesboro:

1. Jonesboro School District 907 ELL students, 14%
2. Valley View School District 241 ELL students, 8.4%
3. Nettleton School District 470 ELL students, 12.3%
4. Westside School District 28 ELL students, 1.6%
5. Brookland School District 67 ELL students, 2.2%
6. Bay School District 0 ELL students, 0% (This is the current data according to Arkansas Department of Education)

All of the Jonesboro Public Schools and Nettleton Public Schools campuses are located within one-quarter mile of JETS Fixed Route system.

Task 1, Step 4: Community Organizations that Serve LEP Persons.

JET has current relationships with the following local institutions that provide specific services to the LEP community:

1. Arkansas State University - Jonesboro Campus
2. Hispanic Community Services, Incorporated
3. The ELL departments of the Jonesboro and Nettleton Public School districts
4. Arkansas State University Adult Education - Jonesboro Campus

A: Identify community organizations and obtain information.

Arkansas State University – The university does report a significant increase in international student enrollment, which often includes a large number of ESL students. In Fall 2024, the international student population on the Jonesboro campus reached a record high of 1,143, a 36.4% increase.

The Hispanic Community Services - While a specific annual number of individuals served isn't readily available in the search results, one source indicates that about 94% of their clients come from low to moderate-income households, and 82% reside in Jonesboro, Arkansas. They also assist clients from other cities in Northeast Arkansas.

FACTOR 2: THE FREQUENCY WITH WHICH LEP INDIVIDUALS COME INTO CONTACT WITH YOUR PROGRAM, ACTIVITIES, AND SERVICES

Task 2, Step 1: Review the relevant programs, activities, and services you provide.

As was discussed in Step 1, JET does not generally experience significant daily contact with the LEP population. This is especially true in regard to the use of JET transit services by the Hispanic community.

This reality that the Hispanic population in Jonesboro seldom rides JET transit continues to exist in spite of JET having taken extraordinary efforts to make our service more popular to the Hispanic community. Specifically, JET has produced transit materials in Spanish and located a stop that is immediately adjacent the HCSI offices. Moreover, JETS serves the areas of the City of Jonesboro in which Hispanic families generally live and provides Fixed Route service to many of the areas where Hispanic people work and shop. All of the Jonesboro Public Schools / Nettleton Public Schools campuses (all of which serve LEP students) have access to JET Fixed Route service within one-quarter mile of the campuses.

JET Transit Director has also communicated with the A-State International Student community at least semi-annually. JET has also collaborated with instructors of International Students to familiarize them with JET Fixed Route buses via "Travel Training" and JET's management regularly attends A-State's International Students welcome events.

Task 2, Step 2: Review information obtained from community organizations.

JET communicates on a regular basis with officers of the Hispanic Community Services, Incorporated (HCSI) in an effort to learn of any change in the dynamics affecting the local Hispanic community. HCSI, and the JET team exchange conversation and emails about the HCSl – JET relationship.

Task 2, Step 3: Consult Directly with LEP Persons.

JET is proactive in engaging members of Jonesboro's LEP community via its relationships with HCSI, Arkansas State University's Office of International Programs, and the ESL programs at both the Jonesboro Public Schools and the Nettleton Public Schools.

JET also makes use of recently developed technologies to disseminate information about and to encourage participation in its planning activities.

Factor 3: The Importance to LEP Persons of Your Program, Activities, And Services

Task 3, Step 1: Identify Your Agency's Most Critical Services.

JET's public transit services are Fixed Route and ADA Paratransit Service.

Of these two, JET's Fixed Route Service, with the largest ridership, where negative consequences will most frequently occur if JET is not prepared to minimize language challenges for the LEP population. If JET staff are unready to provide transit information/verbal assistance for its LEP Fixed Route riders, it can hinder equal transportation access, potentially experience serious complications during their travel, and suffer tremendous frustration in attempting to use public transportation. LEP riders unable to receive needed information might be late for employment, education, medical / dental appointments, or experience other serious inconvenience or complications as they travel in our community.

In other circumstances, potential danger and/or actual injury could occur to JET Fixed Route LEP riders. In the event that a JET driver needed to provide emergency evacuation instructions or information pertinent to security awareness and/or emergency preparedness, passengers with limited English proficiency could be seriously disadvantaged, and possibly even to a life-threatening degree.

Also, for JET's ADA Paratransit clients having one or more significant personal mobility issues and having limited English proficiency brings a greater disadvantaged. For this special population, confusion in their attempts to engage paratransit services could result in unnecessary "No Shows" and/or late cancellations that could jeopardize future eligibility to use public transit to access health care, shopping, banking services, etc. This would certainly have the negative acute impacts described in the paragraph above and could even add to the seriousness of their chronic disability.

Accordingly, JET will endeavor to minimize the barriers that a rider having limited English language might encounter using JET's service. One specific way that this is being done involves JET installing Google Translate software on its website to help mitigate the difficulty that LEP

riders could experience in obtaining critical Fixed Route scheduling information. Additionally, with Spanish being the language most frequently used in this area by non-English speakers; JET has posted in its Regional Transfer Center information in Spanish about how to obtain assistance.

Task 3, Step 2: Review Input from Community Organizations and LEP Persons.

JET is very active in the Jonesboro community, and it intentionally seeks opportunities to engage with community organizations, including those who generally serve the LEP population. JET has maintained a strong relationship with HCSI, a local non-profit that exists to assist in the integration of the Hispanic community. JET and HCSI also cooperate often throughout the year to promote both open dialogue between JET and the Hispanic community and mutually beneficial activities.

JET actively participates each year in the public meetings held in each of Jonesboro's six aldermanic wards. Sponsored by the Mayor of the City of Jonesboro, these meetings attract citizens in each of these City Council election districts who have concerns about public issues. While many of the attendees of these ward meetings do not come primarily to address public transportation issues, they are availed of an opportunity to participate in discussions concerning public transportation in their wards. JET's presence provides an opportunity that most would not have planned to receive. However, these ward meetings are not generally well-attended by LEP members of the community.

Goals Established by JET for Reaching the LEP Members of Our Community Are as Follows:

- Determine what non-English languages and other cultural barriers exist to public participation within the City of Jonesboro.
- Provide a general notification of meetings, particularly forums for public input, in a manner that is understandable to the various populations within the City of Jonesboro.
- Hold meetings in locations which are accessible and reasonably welcoming to all area residents, including, but not being limited to low-income and minority members of the community.
- Provide effective means to obtain information from those segments of the community who are unlikely to attend public meetings.
- Provide a framework of diverse actions appropriate to a variety of plans and programs, as well as for potential alternatives to these plans and programs.
- Employ a variety of media to convey the information presented, including but not limited to charts, graphs, photos, maps, the Internet, and social media.
- Determine the particular stakeholders that will be potentially affected by the transportation planning that is to be considered at a specific public meeting and make appropriately targeted efforts to engage their participation.

Spanish-speakers make-up the distinct majority of the relatively small LEP population residing in Jonesboro, developing an effective means of reaching the Hispanic community (primarily through the offices of HCSI) with transportation planning information will provide contact with a significant percentage of Jonesboro's LEP population.

Although JET is certainly interested in developing an effective means of communicating with the remaining portion of Jonesboro's LEP population, none of the other linguistic groups reported in the Jonesboro Census data have a concentration sufficient to develop and support an advocacy agency such as HSCI. However, JET will continue to be sensitive to developments within its LEP population and intentionally seek opportunities to help establish effective communication with other LEP groups as the opportunities arise.

Factor 4: The Resources Available to The Recipient and Costs

Task 4, Step 1: Inventory Language Assistance Measures Currently Being Provided Along with Associated Costs.

To assist LEP individuals develop information that will help them access public transit in Jonesboro, JET is currently engaged in:

- Will be providing apps and website access to the public with multi language capabilities.
- Working with the HCSI to develop informational material about route times (No Cost to Riders).
- JETS Website has Google translation application (No Cost to Users).

Annual costs for these measures will be negligible.

Task 4, Step 2: Determine What, If Any, Additional Services are Needed to Provide Meaningful Access.

Although the contact between JET staff and LEP individuals is rather infrequent, JETS personnel will not be allowed to assume that this pattern will continue to exist. Therefore, JET includes training sessions to prepare staff for the instances when such contact does occur. It is emphasized frequently to staff who will be most likely to encounter an LEP rider that just being fluent in "English" is not sufficient. HCSI's Executive Director, Gina Gomez, has told JET that one of the most important factors in developing consistent Hispanic ridership is that they be made to feel wanted when they do finally decide to ride. JET staff are making efforts to provide a welcome and understanding environment for them.

Task 4, Step 3: Analyze your budget.

JET is a rather small public transit system with limited resources. Taking this into consideration and given the relatively small percentage of Jonesboro's population considered LEP, it would not be prudent for JET to devote a substantial portion of its budget to developing bi-lingual materials. However, JET will not be unresponsive to the needs of LEP individuals, and it will meet opportunities to serve the LEP population with appropriate resources.

The use of translator technology will cost neither JET nor its patrons anything and will allow the information that appears on JET's Website to be translated into a variety of languages. While JET recognizes that the use of such technology may be beyond the means and capabilities of many in the LEP community, it also is of the opinion that this technology is too valuable to not make available. Capital budget increases for bi-lingual/multi-lingual signage inside of JET transit vehicles and facilities are being considered.

Task 4, Step 4: Consider Cost Effective Practices for Providing Language Services.

JET will continue to collaborate with the community organizations listed in Task 1 to best serve the LEP population residing in Jonesboro. Such collaboration could provide:

- A more comprehensive service to the LEP community.
- Assistance with translating both printed and on-line information.

- Educational opportunities to help improve access to JET's transit services.

JET & MPO CITIZEN ADVISORY COMMITTEE

Historically, JET and the N.A.R.T.P.C. maintained separate citizen committees. To enhance coordination between the two closely linked organizations and improve the overall quality of public input, leadership from both organizations approved the merging of the two citizen committees.

Members Name	Ward Represented	Race/Gender
John Sloan	1	Caucasian/Male
Abigail Speights	5	Caucasian/Female
Ana Saucedo		Hispanic/Female
Annette Smalley		Caucasian/Female
Mary Housewright		Caucasian/Female
Harold Carter		Caucasian/Male

JET MONITORING OF SUB-RECIPIENT COMPLIANCE

JET does not have any subrecipients.

JET EQUITY ANALYSIS FOR TITLE VI

JET did not have a construction project during the period covered by this program.

2025 TITLE VI SERVICES STANDARD REPORT

JET Vehicle Load for 2025

Vehicle load can be expressed as the ratio of passengers to the total number of seats on a vehicle. For example, on a 40-seat bus, a vehicle load of 1.3 means all seats are filled and there are approximately 12 standees. A vehicle load standard is generally expressed in terms of peak and off-peak times. Transit providers that operate multiple modes of transit must describe the specific vehicle load standards for peak and off-peak times for each mode of fixed route transit service (i.e., bus, express bus, bus rapid transit, light rail, heavy rail, commuter rail, passenger ferry, etc., as applicable), as the standard may differ by mode.

In 2024, JET operated its Fixed Route service with Medium Cut-Away Buses that provided for 16 seated passengers, two wheel-chair passengers, and six standees. In 2025 we will add Hybrid Villager Trolley Buses that provide for 32 seated passengers, two wheelchair passengers, and eight standees. JET does not differentiate between peak and off-peak service. The JET vehicle load is 1.5.

JET Vehicle Headway for 2025

Vehicle headway is the amount of time between two vehicles traveling in the same direction on a given line or combination of lines. A shorter headway corresponds to more frequent service. Vehicle headways are measured in minutes (e.g., every 15 minutes); service frequency is measured in vehicles per hour (e.g., 4 buses per hour). Headways and frequency of service are general indications of the level of service provided along a route. Vehicle headway is one component of the amount of travel time expended by a passenger to reach his/her destination. A vehicle headway standard is generally expressed as peak and off-peak service as an increment of time (e.g., peak: every 15 minutes; and off peak every 30 minutes). Transit providers may set different vehicle headway standards for different modes of transit service. A vehicle headway standard might establish a minimum frequency of service by area based on population density. For example, service at 15-minute peak headways and 30-minute off- peak headways might be the standard for routes serving the most densely populated portions of the service area, whereas 30- minute peak headways and 45-minute off-peak headways might be the standard in less densely populated areas. Headway standards are also typically related to vehicle load. For example, a service standard might state that vehicle headways will be improved first on routes that exceed the load factor standard or on routes that have the highest load factors.

For all of 2025, JET operated its Fixed Route service with three (3) lines with 30-minute headways, and two (2) lines with a 60-minute headway.

JET On-Time Average for 2025

On-time performance is a measure of runs completed as scheduled. This criterion first must define what is considered to be ·” on-time.” · For example, a transit provider may consider it

acceptable if a vehicle completes a scheduled run between zero and five minutes late in comparison to the established schedule. On-time performance can be measured against route origins and destinations only, or against origins and destinations as well as specified time points along the route. Some transit providers set an on-time performance standard that prohibits vehicles from running early (i.e., ahead of schedule) while others allow vehicles to run early within a specified window of time (i.e., up to five minutes ahead of schedule). An acceptable level of perfom1ance must be defined (expressed as a percentage). The percentage of runs completed system-wide or on a particular route or line within the standard must be calculated and measured against the level of performance for the system. For example, a transit provider might define on-time performance as 95 percent of all runs system-wide or on a particular route or line completed within the allowed "on-time" ··window.

JET defines a "late arrival" as one in excess of five minutes behind schedule and an "early arrival" as one in excess of one minute early.

JET Service Availability for 2025

Service availability is a general measure of the distribution of routes within a transit provider's service area. A standard might also indicate the maximum distance between stops or stations.

JET Fixed Route service is designed to serve the most "transit needy" sectors of the City of Jonesboro that have the greatest population density. Consult Appendix 2 for maps indicating JET service to areas with low-income housing. Also, a review of the location of JET bus stops indicates that they generally are between .13 miles and .36 miles apart in those residential areas that are most "transit needy". Consult Appendix 1 for a current map of JET Fixed Routes showing each bus stop location.

It is worth noting that Jonesboro is Arkansas' second largest city in land mass, encompassing some 81 square miles. Additionally, Jonesboro's population density is less than 970 per square mile. Accordingly, there are several areas of the city that do not have the population density to support a Fixed Route and other areas of the city where the per capita income is high enough to make offering a transit route uneconomical.

JET also serves destinations that are of great interest to many of Jonesboro's low-income residents and "transit needy" workers (restaurants, hotels, hospitals, public schools, institutions of higher education, adult education center, Department of Human Services, Workforce).

JET TITLE VI SERVICE POLICIES

The service policies described below are a means for JET to further ensure that amenities are being distributed with equality throughout the JET service area. Per FTA Circular 4702.1B, the following service policies are required:

- Transit Amenities
- Vehicle Assignment

Transit Amenities

JET has two types of transit amenities: a Regional Central Center (RTC) and bus shelters. The RTC was completed in October 2015 and was intentionally situated in the virtual geographic center of the City of Jonesboro. From its site, as a transfer facility, the RTC serves to help efficiently facilitate the travel of its riders from point A to point B. With Jonesboro being comprised of over 81 square miles, the RTC helps to expedite travel from some of Jonesboro's most transportation needy neighborhoods to the portions of the city where most of these residents are employed.

Additional transit amenities are transit shelters at 26 of JET's stops. These shelters are distributed equitably throughout JET's service area. The location of these shelters is based on

1. Boarding levels
2. The proximity to major landmarks such as commercial or employment centers
3. The needs of special populations (i.e. senior communities, near dorms at the university, etc.).

JET is also adding more stops and sheltered stops in 2025-2026 with additional amenities

1. Lighted shelters
2. Perforated steel walls to allow for air flow but not debris or most weather
3. Digital notice board for notifications of route times.

Vehicle Assignment

On a daily basis, JET's Route Coordinators randomly assigned a bus to each of JET's five Fixed Routes. Every JET driver in Fixed Route service must be completely familiar with, and able to drive the medium Cutaway and Hybrid Villager Trolley style buses that JET uses.

All JET Fixed Route buses in revenue service are 100% handicap accessible. The fleet consists of medium Cutaway conventionally fueled buses and Hybrid Villager Trolley style buses used for fixed and special express routes. All vehicles have air conditioning units and are equipped with wheelchair lifts. All vehicles are cleaned and maintained as specified in JET maintenance and operation guidelines**.**

APPENDICES

Appendix 1- JET 2025 Fixed Route Map (current) …….31

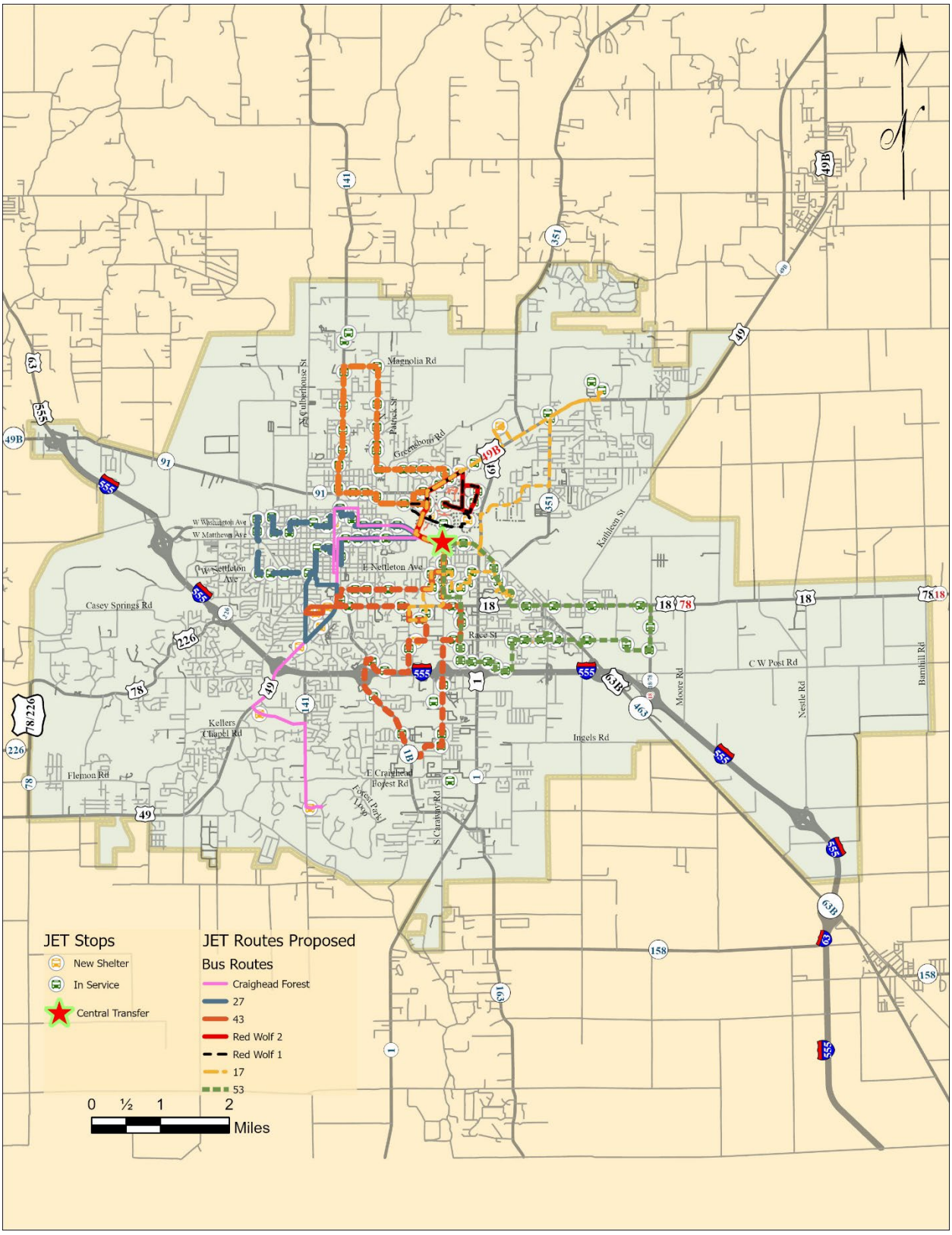
Appendix 2 - JET 2025 Fixed Route Map Layered on Low-Income Census Tract Map (current)……. ……..…….……... 32

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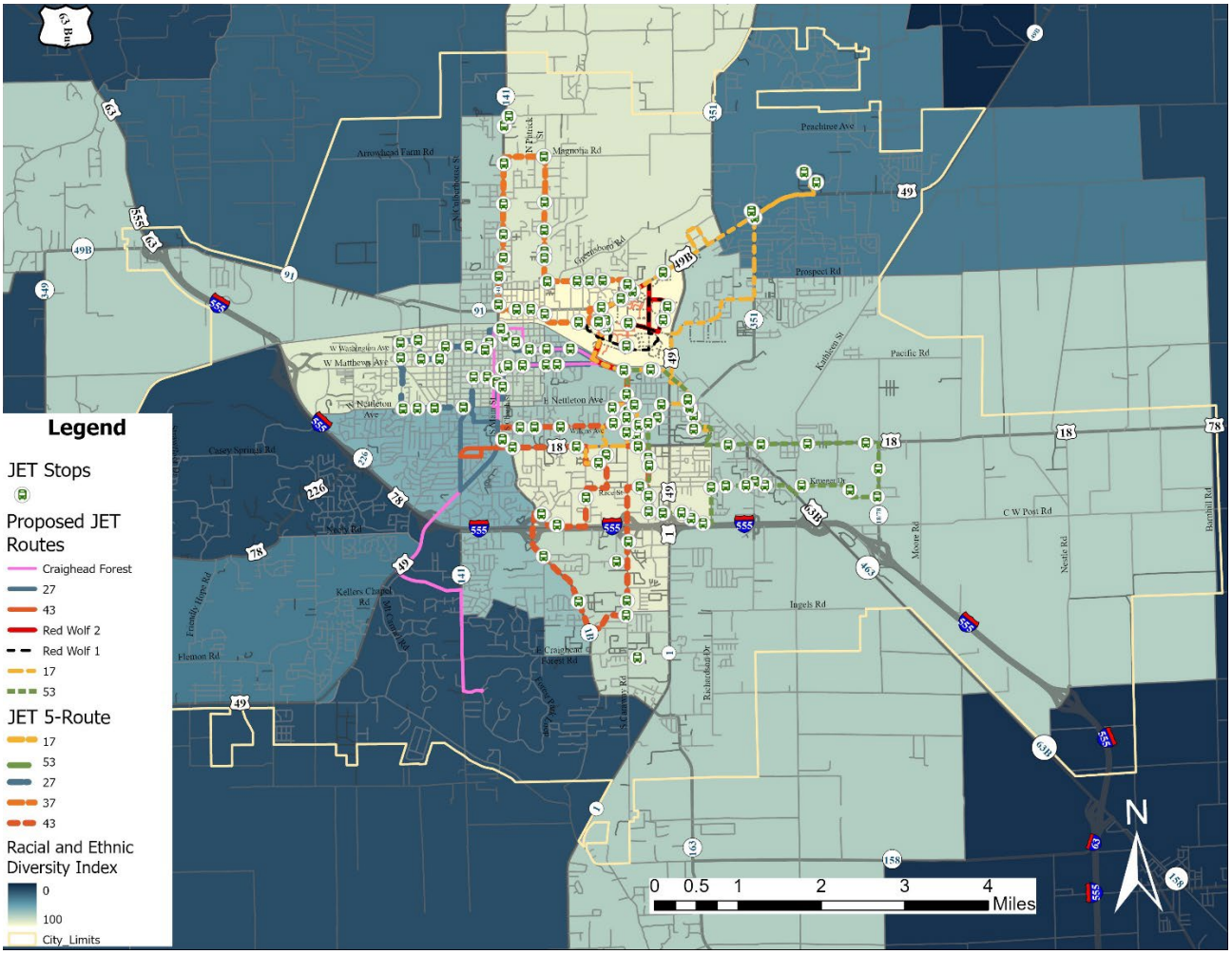
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Approval of JET 2025 Title VI Program (Pending)

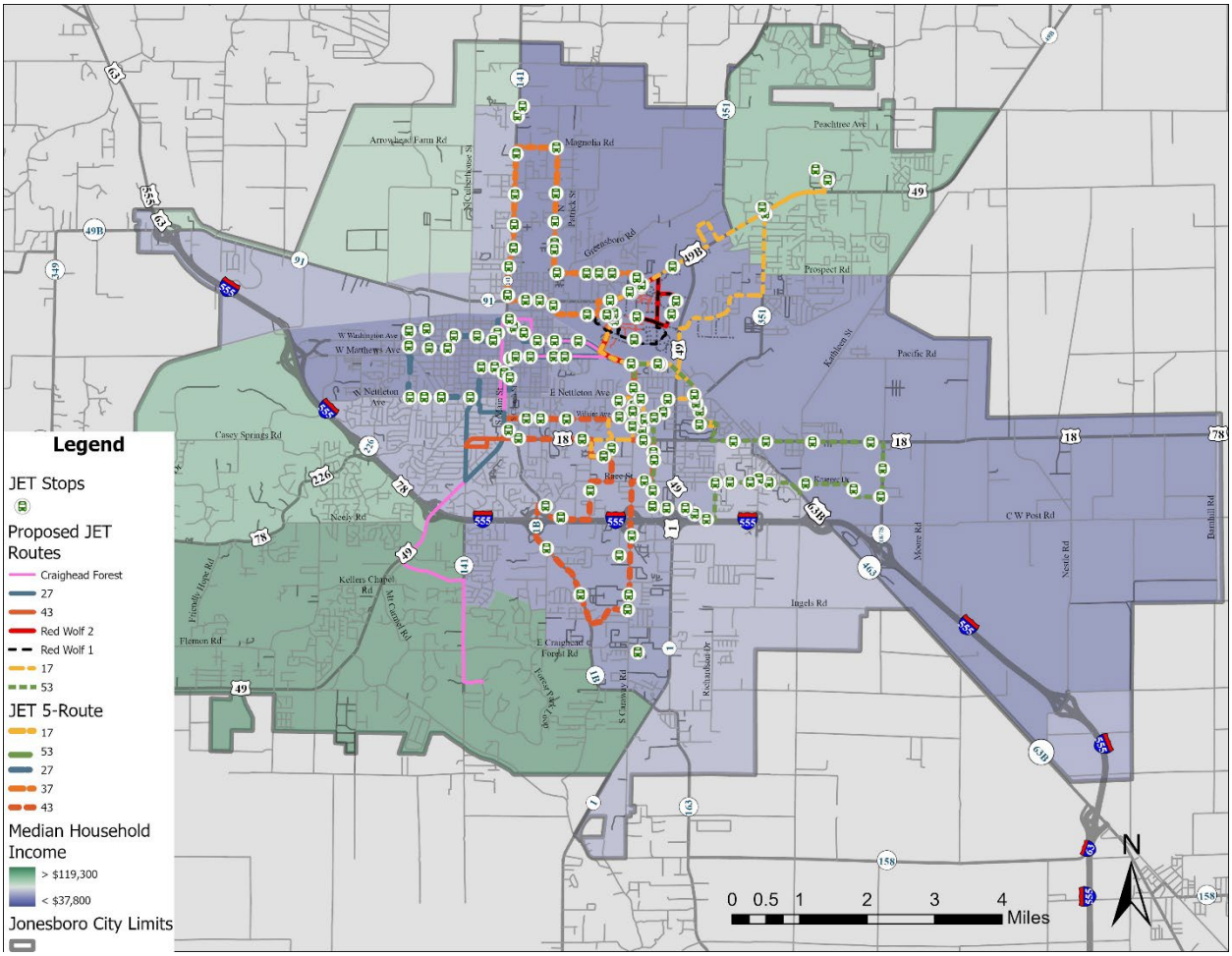
APPENDIX 1: JET 2025 FIXED ROUTE TRANSIT MAP



APPENDIX 2: 2025 JET FIXED ROUTES AND LOW-INCOME NEIGHBORHOOD CENSUS DATA MAP



APPENDIX 3: JET STOPS AND PROPOSED JET ROUTES WITH MEDIAN HOUSEHOLD INCOME AREAS



APENDIX 4: JET FIXED ROUTE PROXIMITY TO JONESBORO AND NETTLETON SCHOOL DISTRICT CAMPUSES

Campus	School District	JET Route
Math/Science	JPS	Route 37
Micro-Society	JPS	Route 27
University Heights Elementary	NPS	Route 53
Kindergarten Center	JPS	Route 27
Fox Meadow Elementary	NPS	Route 43
Nettleton Junior High/High School	NPS	Route 53
Douglas MacArthur Junior High	JPS	Route 43
Annie Camp Junior High	JPS	Route 27
Health Wellness & Environmental Studies	JPS	Route 27
Nettleton Intermediate Center	NPS	Route 53
Fox Meadow Intermediate Center	NPS	Route 43
Visual Performing Arts	JPS	Route 43
Jonesboro High School	JPS	Route 27
International Studies	JPS	Route 27
Nettleton Middle School	NPS	Route 53

APENDIX 4: JONESBORO CITY COUNCIL APPROVAL OF JET 2025 TITLE VI

[INSERT NEW RESOLUTION]

Agenda Date: **Version:** 1 **Status:** Recommended to Council

In Control: Finance & Administration Council Committee **File Type:** Resolution

A RESOLUTION AUTHORIZING THE CITY'S GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR A FY26 MATCHING GRANT FROM THE ARKANSAS DEPARTMENT OF PARKS, HERITAGE AND TOURISM

WHEREAS, the City of Jonesboro Parks & Recreation Department states that the all-inclusive playground at Craighead Forest Park is 20 years old and needs to be renovated; and,

WHEREAS, the project is estimated to cost $500,000; and,

WHEREAS, the City of Jonesboro seeks to partially fund the project by requesting a $250,000 Matching Grant from the Arkansas Department of Parks, Heritage and Tourism; and,

WHEREAS, the City of Jonesboro understands that to qualify for the grant it must pledge to match the grant award dollar for dollar and invest $250,000 in the project.

WHEREAS, this governing body understands the grantee and grantor will enter into a binding agreement which obligates both parties to policies and procedures contained within the Outdoor Recreation Matching Grant Application Guide, including, but not limited to, the following; the park area defined by the project boundary map, submitted with the application, must remain in outdoor recreation use in perpetuity, regardless if the property is bought or developed with matching grant funds and; all future overhead utility lines within the project boundary must be placed underground and; the project area must remain open and available for use by the public at all reasonable times of the day and year; facilities can be reserved for special events, league play, etc. but cannot be reserved, leased or assigned for exclusive use, and; the project area must be kept clean, maintained and operated in a safe and healthful manner.

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

SECTION 1: The City of Jonesboro City Council authorizes the Grants and Community Development department to apply for a FY26 Matching Grant to partially fund the renovation of the all-inclusive playground at Craighead Forest Park.

SECTION 2: The Mayor and City Clerk are hereby authorized by the City Council to execute all necessary documents necessary to effectuate the application.

SECTION 3: The Mayor and City Clerk are hereby authorized and directed to execute all

appropriate agreements and contracts necessary to expedite the construction of the above stated project.

Text File

File Number: RES-25:105

Agenda Date: **Version:** 1 **Status:** To Be Introduced

In Control: City Council **File Type:** Resolution

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A CONTRACT WITH DPZ CODESIGN AND AMEND THE 2025 BUDGET TO ALLOCATE AMERICAN RESCUE PLAN ACT RESTRICTED REVENUE REPLACEMENT FUNDS FOR THE DEVELOPMENT OF A COMPREHENSIVE PLAN AND A MASTER STREET PLAN FOR THE CITY OF JONESBORO

WHEREAS, the City of Jonesboro wishes to conduct a Comprehensive Growth Plan to best plan for future growth anticipated in the city; and

WHEREAS, in accordance with the Jonesboro Code or Ordinances, a Request for Qualifications process was conducted and DPZ Codesign was chosen as the most qualified applicant; and

WHEREAS, the City of Jonesboro desires to enter into a contract with DPZ CoDesign 7435 NE Halsey Street, Portland, OR 97213; and

WHEREAS, Funding for the plan shall be appropriated through utilization of American Rescue Plan Act Restricted Revenue Replacement Funds by amending the FY2025 Professional Services budget for the Planning Department; and

WHEREAS, the cost for the purchase of said plans is $855,000 and would; and

WHEREAS, the proposal was presented to the Jonesboro MAPC Commission and approved as a referral to the City Council for funding consideration; and

WHEREAS, the Jonesboro City Council was presented the information for the plan in a special presentation on July 15, 2025.

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

1. The City of Jonesboro, Arkansas shall contract with the DPZ CoDesign of Portland OR 97213 for the purchase price of $855,000.

2. That 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

agreement.

Text File

File Number: ORD-25:032

Agenda Date: 8/19/2025 **Version:** 1 **Status:** First 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 PD-M, MULTI-FAMILY USE AND OFFICE/SENIOR LIVING USE TO PD-M COMMERCIAL USE FOR PROPERTY LOCATED AT 3412 SOUTHWEST DRIVE AS REQUESTED BY JEREMY BEVILL ON BEHALF OF SOUTHERN HILLS REAL ESTATE, LLC

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

SECTION I: 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: **PD-M MULTI-FAMILY USE AND OFFICE/SENIOR LIVING USE**
TO: **PD-M, COMMERICAL USE**

THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

TRACT 1:
A part of Block B, Lot 1R of the First Replat of Block C and Block A, Southern Hills, Jonesboro, Craighead County, Arkansas, being more particularly described as follows:
BEGINNING at Northwest corner of said Block B, Lot 1R, said point also lying on the Southerly Right of Way of Southern Branch Drive;
Thence, along said Right of Way, South 58° 48' 40" East, a distance of 146.41 feet;
Thence South 31° 11' 20" West leaving right of way, a distance of 174.96 feet;
Thence South 61° 00' 44" West, a distance of 22.07 feet;
Thence North 65° 02' 12" West, a distance of 122.70 feet;
Thence North 34° 21' 37" East, a distance of 49.44 feet;
Thence North 25° 20' 20" East, a distance of 158.87 feet to a POINT OF BEGINNING, containing 0.63 acres (27,292 sq. ft.), more or less, and being subject to all Rights of Way and easements of record.

TRACT 2:
A part of Block K, Southern Hills, Jonesboro, Craighead County, Arkansas, being more particularly described as follows:
BEGINNING at the Southwest corner of said Block K, said point being on the Northerly Right of Way of Southern Ridge Boulevard;
Thence North 31° 29' 02" East, a distance of 288.57 feet;
Thence South 82° 47' 22" East, a distance of 316.26 feet;
Thence North 89° 57' 14" East, a distance of 398.11 feet;
Thence South 00° 02' 47" West, a distance of 157.63 feet;
Thence South 89° 57' 26" East, a distance of 192.18 feet;
Thence South 00° 39' 38" West, a distance of 222.79 feet to a point on a curve to the left, said point being on the Northerly Right of Way of Southern Ridge Boulevard;
Thence northwesterly along said Right of Way curve to the left with a radius of 1,068.99 feet, 172.24 feet to a point that bears North 85° 33' 45" West, 172.04 feet from last said point;
Thence South 89° 48' 24" West, a distance of 141.96 feet to a point on a curve to the right;
Thence northwesterly along said Right of Way curve to the right with a radius of 1,060.07 feet, 276.88 feet to a point that bears North 82° 30' 40" West, 276.03 feet from the last said point;
Thence North 74° 57' 06" West, a distance of 481.46 feet to a POINT OF BEGINNING, containing 6.94 acres, more or less, and being subject to all Rights of Way and easements of record.

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

A. That 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.
B. 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.
C. Any change of use shall be subject to Planning Department approval in the future.
D. A final site plan illustrating compliance with site requirements for parking, signage, landscaping, fencing, buffering, outdoor storage, dumpster enclosure, sidewalks etc. shall be submitted to the Planning Department prior to any redevelopment.
E. The Rezoning will have to comply with all the Planned Development District Standards.
F. The Rezoning will comply with the amended Development Guidelines approved by the Metropolitan Area Planning Commission on August 12, 2025.

SECTION III: THE CITY CLERK IS HEREBY DIRECTED TO AMEND THE OFFICIAL ZONING DISTRICT BOUNDARY MAP OF THE CITY OF JONESBORO, ARKANSAS, INSOFAR AS IT RELATES TO THE LANDS DESCRIBED HEREINABOVE SO THAT THE ZONING CLASSIFICATION OF SAID LANDS SHALL BE IN ACCORDANCE WITH

THE PROVISIONS OF THIS ORDINANCE.

Application for a Zoning Ordinance Map Amendment

METROPOLITAN AREA PLANNING COMMISSION
Jonesboro, Arkansas

Meeting Date: _____ Date Received: _____

Meeting Deadline: _____ Case Number: _____

LOCATION:

Site Address: 3412 Southwest Drive

Side of Street: East between Jaxon Drive and Kellers Chapel Road

Quarter: SE Section: 36 Township: 14N Range: 3E

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: PD-M Mult-family & Office/Senior Living Proposed Zoning: PD- M Commercial

Size of site (square feet and acres): 7 Acres +/- Street frontage (feet): 1,100'

Existing Use of the Site: Vacant

Character and adequacy of adjoining streets: Southwest Drive (Principal Arterial) is 5-lane Hwy

Does public water serve the site? Yes 8" Water main is on property.

If not, how would water service be provided? N/A

Does public sanitary sewer serve the site? Yes, existing sewer is in-place.

If not, how would sewer service be provided? N/A

Use of adjoining properties:

North Vacant

South Vacant & Convenience Store

East Vacant

West Vacant

Physical characteristics of the site: Land sloping east.

Characteristics of the neighborhood: Commercial

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?
Mixed Zoning, RS-1, C-3

(2). What is the purpose of the proposed rezoning? Why is the rezoning necessary?
Highest & best use of the property.

(3). If rezoned, how would the property be developed and used?
Commercial Development.

(4). What would be the density or intensity of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)?
Square footage of commercial is estimated at 80,000.

(5). Is the proposed rezoning consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan?*
Yes, this portion of Southwest Drive is High Intensity.

(6). How would the proposed rezoning be the public interest and benefit the community?
Yes, retail and commercial businesses.

(7). How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area?
The subject property is adjacent to commercial and multi-family zoning.

(8). Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Current housing demands.

(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.
The rezoning and future development should have a positive impact on adjacent properties.

(10). How long has the property remained vacant?
Lots are vacant. The land has been developed into a commercial subdivision recently

(11). What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services?
Impacts, if any, can be mitigated through the design phase.

(12). If the rezoning is approved, when would development or redevelopment begin?
Within 1 month.

(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.*
Adjacent properties are vacant.

(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: Southern Hills Real Estate, LLC
Address: 2704 S. Culberhouse
City, State: Jonesboro, AR ZIP 72401
Telephone: 870-935-7800
Facsimile: N/A
Signature: Peter Owen

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

Name: Jeremy Bevill, PE
Address: 2520 Alexander Dr, Ste C
City, State: Jonesboro, AR ZIP 72401
Telephone: 870-203-7876
Facsimile: N/A
Signature: Jeremy Bevill

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.

Southern Hills

Planned Development - Major Modification (ORD-20:018, v. 1)
Development Guidelines

Submitted to:
City of Jonesboro
Planning & Zoning Department
300 S. Church St
Jonesboro, AR 72401

Job No. 24902900

Prepared by:

Crafton Tull

Prepared for:
Southern Hills Real Estate, LLC
2505 Southwest Square
Jonesboro, AR 72401

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Site and Project Information

Owner Information:

Name:	Southern Hills Real Estate, LLC
Address:	2110 Fair Park Boulevard, Suite E, Jonesboro, AR 72401

Project Information:

Parcels:	01-143362-17100, 01-143362-17000, 01-143362-17120, 01-143362-17110, 01-143362-17200, 01-143362-06500, 01-143362-06600, 01-143362-16600, 01-143362-16500, 01-143362-16400, 01-143362-16700, 01-143362-16800, 01-143362-16900, 01-143362-17300, 01-143362-05700, 01-143362-05620, 01-143362-05610, 01-143362-05600, 01-143362-05500, 01-143362-06000, 01-143362-05900, 01-143362-05800, 01-143362-06100, 01-143362-06200, 01-143362-06400, 01-143362-06300, 01-143362-05400, 01-143362-05300, 01-143362-05210
Address:	3412 Southwest Dr, Jonesboro, AR
Acreage:	±118.34 acres
Existing Zoning:	PD-M
Existing Use:	Mixed-Use
Proposed Zoning:	PD-M
Proposed Use:	Mixed-Use

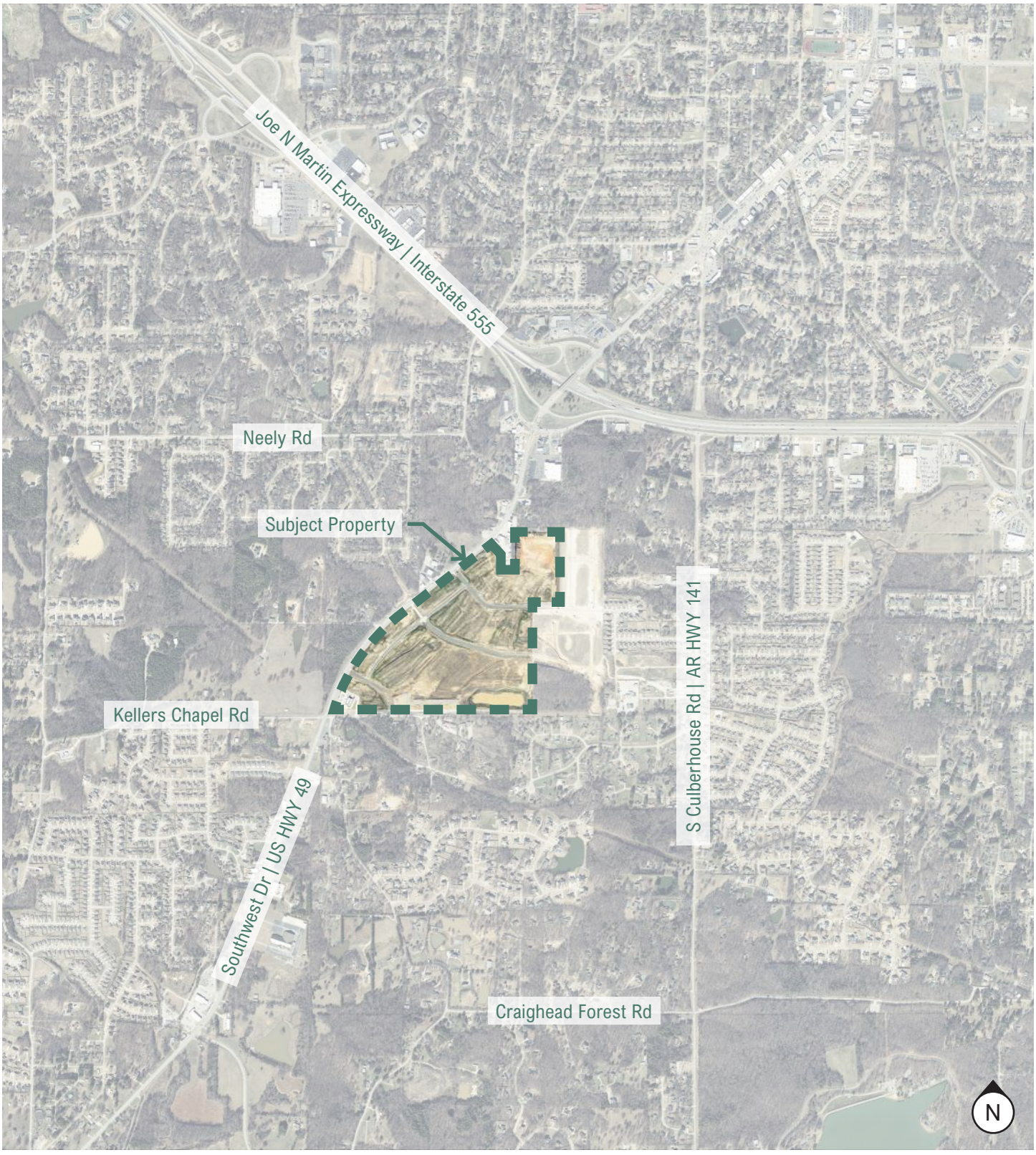
Project Narrative

The Southern Hills is an approved Planned Development District (PD-M, ORD-20:018 v. 1) that allows for a variety of residential, commercial and related uses. Many lots in the district are being designed, under construction, or fully constructed. Crafton Tull has helped design many of the various lots in the PD and seeks a modification to the previously approved Final Development Plan.

The proposed modifications to the Final Development Plan will expand the boundaries of Area A (retail/small lot use) and reduce the size of Area B (Office/Senior Living Uses). Area K (condominiums, townhomes, multi-family uses) will also be modified so the lots fronting Southern Ridge Blvd are commercial and the lots fronting Jaxon Dr. are remaining condos, townhomes, and multi-family. All the proposed changes align with the intent of the existing ordinance and permitted uses.

All other development guidelines as approved in the ordinance will remain unchanged.

Vicinity Map



Legal Description

A part of the Southwest Quarter of the Northwest Quarter , a part of the Southeast Quarter of the Northwest Quarter, & a part of the Southwest Quarter of the Northeast Quarter & a part of the Northwest Quarter of the Southwest Quarter & a part of the Northeast Quarter of the Southwest Quarter, & a part of the Northwest Quarter of the Southeast Quarter, and all being in Section 36, Township 14 North, Range 3 East, Craighead County, Arkansas and being more particularly described as follows:

COMMENCING at the Southwest corner of the Northwest Quarter of the Southwest Quarter of said Section 36; thence North 88°56’51” East, 181.29 feet to the POINT OF BEGINNING; Thence North 00°44’51” West, 24.89 feet; Thence North 87°12’05” West, 68.02 feet; Thence North 16°47’37” West, 24.92 feet; Thence North 19°52’49” East, 148.99 feet; Thence North 21°32’46” East, 163.36 feet; Thence North 23°49’52” East, 197.11 feet; Thence with a curve to the right, with a radius of 2864.79 feet, 92.83 feet, to a point which bears North 28°11’21” East, 92.83 feet from the last said point; Thence South 61°02’05” East, 9.95 feet; Thence with a curve to the right, with a radius of 2878.33 feet, 307.41 feet, to a point which bears North 32°07’04” East, 307.27 feet from the last said point; Thence North 37°17’30” East, 129.76 feet; Thence North 37°24’18” East, 59.69 feet; Thence North 41°11’15” East, 196.50 feet; Thence North 45°10’17” East, 196.38 feet; Thence North 49°17’02” East, 202.12 feet; Thence North 51°19’12” East, 568.98 feet; Thence North 56°40’44” East, 113.17 feet; Thence North 56°38’48” East, 209.43 feet; Thence North 40°22’27” East, 156.89 feet; Thence North 51°36’11” East, 247.58 feet; Thence North 38°23’54” West, 10.00 feet; Thence North 51°36’06” East, 171.70 feet; Thence with a curve to the left, with a radius of 1733.51 feet, 175.32 feet, to a point which bears North 48°19’18” East, 175.25 feet from the last said point; Thence South 37°12’39” East, 110.56 feet; Thence South 37°01’48” East, 143.79 feet; Thence South 89°00’31” West, 35.43 feet; Thence South 00°04’39” West, 208.81 feet; Thence North 89°05’10” East, 209.73 feet; Thence North 00°10’04” West, 629.18 feet; Thence North 88°59’44” East, 656.02 feet; Thence South 00°00’17” East, 1074.26 feet; Thence South 89°59’48” West, 319.95 feet; Thence South 00°39’38” West, 250.80 feet; Thence South 00°39’38” West, 1320.06 feet; Thence South 88°56’31” West, 329.96 feet; Thence South 88°48’06” West, 1314.89 feet; Thence South 88°56’51” West, 1135.34 feet to the POINT OF BEGINNING, containing 118.34 acres more of less and being subject to all rights of way and easements of record.

Approved PD Master Development Plan

Areas A, B, and K from the approved PD are proposed to be amended. No modifications are requested for the remaining areas in the PD.



Figure 1: Previously Approved PD Final Development Plan

Proposed PD Master Development Plan

Modifications to the ordinance are necessary as lots are being developed. Eight lots have been developed with more under design. The majority of the PD will remain as approved. The two proposed changes are highlighted below.



Figure 2: Proposed Modifications to the PD

Area A-B Approved & Proposed

The modifications to Areas A & B are as follows:

	Approved	Proposed
Area A	± 4.06 acres	± 4.32 acres
Area B	± 3.86 acres	± 2.69 acres

The uses of each area will not be modified. Area A will be slightly expanded and Area B will be reduced. The expansion of Area A will allow for expanded retail/commercial development on the Southwest Drive corridor. Total acreages differ from approved due to minor shifts in road alignments during site planning and construction.

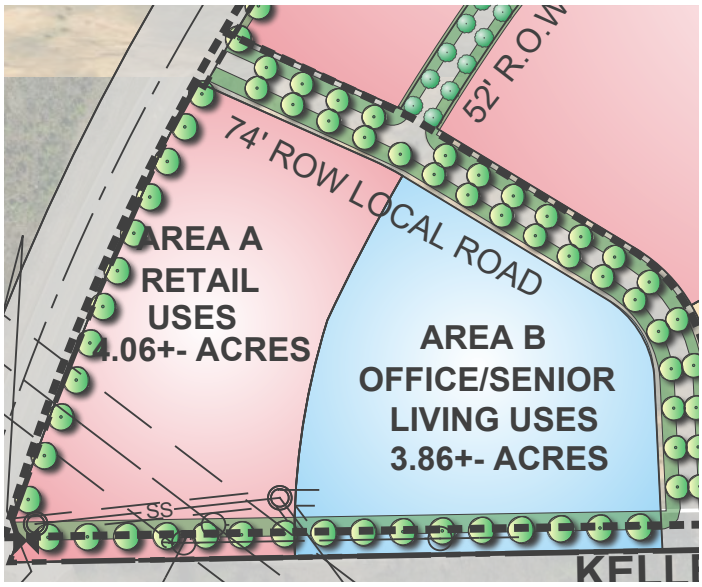


Figure 3: Approved Areas A & B

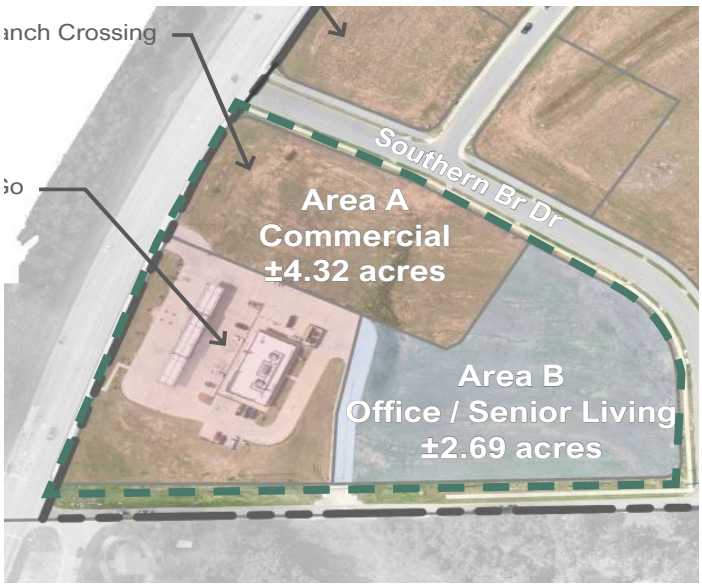


Figure 4: Proposed Areas A & B

Area K Approved & Proposed

The modification to Area K are shown in the table below:

	Approved		Proposed	
Area K	Condos, Townhomes, Multi-Family	Commercial	Condos, Townhomes, Multi-Family	Commercial
	± 12.14 acres	± 0.00 acres	± 4.08 acres	± 6.94 acres

The proposed commercial lots will front Southern Ridge Blvd, a new collector street that connects Southwest Drive, the PD site, and future development. These lots, located in Area K, will be governed by the same C-3 base zoning as other areas within the approved PD, which permits uses such as grocery stores. The largest of these lots is planned for a grocery store, providing a much-needed service to both the PD's residential areas and the broader community. Adjacent lots along Jaxon Dr. will remain designated for condos, townhomes, and multi-family housing. Minor shifts in road alignments during site planning and construction have resulted in slight changes to total acreages compared to the original approval.

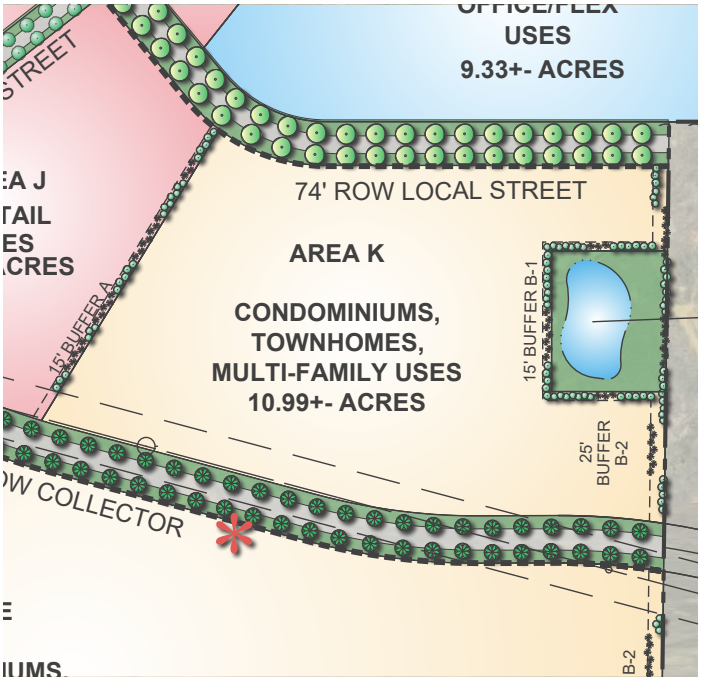


Figure 5: Approved Area K

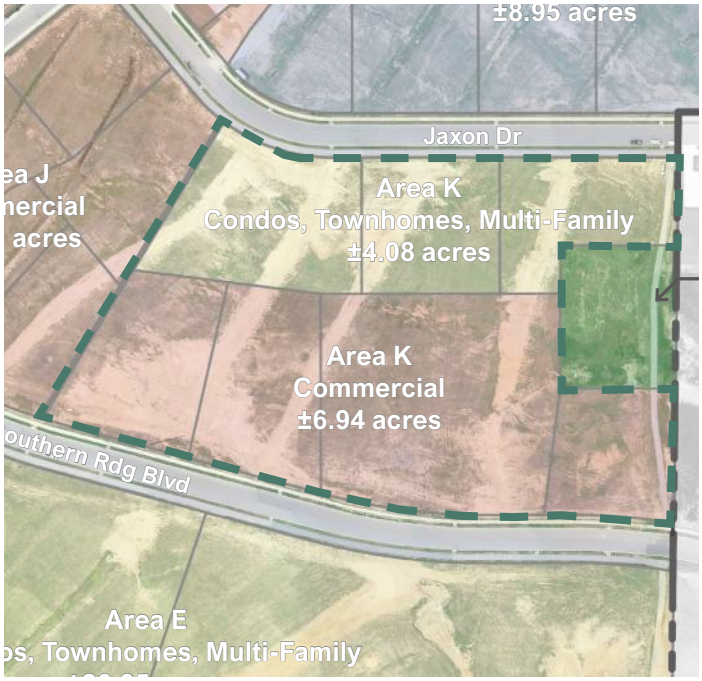


Figure 6: Proposed Area K

Modified Development Guidelines

I. GENERAL

Proposed modifications to the PD are written below and marked in **red**. All other permitted uses, dimensional regulations, access and circulation, design criteria, etc for the project will remain the same as approved. The approved development guidelines have been listed below for reference.

A. **Areas A, C, D, H, J, K, and L - The planned uses are limited to commercial and retail services arranged on separate lots, as regulated by the C-3 General Commercial District as modified herein.**
B. Area B - The planned uses are limited to office and assisted living services as regulated by the CR-1 Commercial Residence Mixed Use District.
C. Areas E and K - The planned uses are limited to multi-family residential as regulated by the RM-16 Residential Multifamily District, including condominiums, townhouses, and multi-family.
D. Area F - The planned uses are limited to self-storage facilities as regulated by the C-3 General Commercial District.
E. Area G, N and O - The planned uses are limited to common open space.
F. Area M - The planned uses are limited to office flex space.
G. All areas - Quasi-public facilities are allowed in all development areas. These uses may include churches, public or quasi-public amenity areas, schools, and public or quasi-public governmental facilities.

II. USES PERMITTED

A. **Commercial Uses shall be permitted in Areas A, C, D, H, K, and L as permitted and regulated in the C-3, General Commercial District as modified herein. The following uses are excluded:**
   1. Adult entertainment
   2. Auto wrecking yards, salvage yards, and junkyards
   3. Cemetery
   4. Columbarium
   5. Funeral home
   6. Manufactured housing units
   7. Pawn shop
   8. Recreational vehicle park

B. Office and Assisted Living Uses shall be permitted in Area B, as permitted and regulated in the CR-1 Commercial Residence Mixed Use District, as modified herein.
C. Commercial Uses shall be permitted in Areas D and J, as permitted and regulated in the C-3 General Commercial District, as modified herein.
D. Multi-family Residential Uses shall be permitted in Areas E and K, as permitted and regulated in the RM-16 Multifamily Residential District, as modified herein. Such uses include condominiums, townhouses, and multi-family.
E. Office and Commercial Uses shall be permitted in Area M as permitted and regulated in the C-4 Neighborhood Commercial District, as modified herein.
F. Common Open Spaces shall be provided in Areas G, N, and P as regulated herein.
G. Commercial Self-Storage Use shall be permitted in Area F, as permitted and regulated in the C-3 General Commercial District, as modified herein.
H. A Declaration of Covenants, Conditions and Restrictions, hereinafter the “Declaration” shall be applicable to all properties within the development and an Owner’s Association shall be maintained to assure that development is completed to assure that all

features and amenities of the community which are considered to be common assets are continuously maintained in a quality manner. Multiple declarations will be allowed within different areas.

III. BULK REQUIREMENTS

Development will be generally guided by the Outline Plan, Site Plan and Master Plan, and the area use descriptions provided above. Development of individual parcels will be specifically in compliance with the provisions for dimensional regulations, and access and circulation conditions provided below.

Each area is also designated with a Referenced District, referring to zoning districts in the Jonesboro Zoning Ordinance. Other restrictions not specifically addressed here, including but not limited to, setbacks, side and rear yards, minimum lot area, accessory uses and parking and loading shall be as defined in the Jonesboro Zoning Ordinance as applicable to the Reference District for the particular parcel in question. Where provisions of this agreement are in conflict with the above referenced Ordinance, these provisions shall apply. Where two (2) or more provisions of this agreement are in conflict, the more stringent of these provisions shall apply, unless an alternative is approved by the Planning Commission.

A. Maximum densities: Dwelling Units per Acre (DUA) and floor area ratio (FAR) for Areas and uses shall be as follows:
    1. 0.25 FAR - Commercial Uses
    2. 0.40 FAR - Office Uses
    3. 0.50 FAR - Office/Distribution Use
    4. 0.70 FAR - Hotel, Motel, or Hospital Uses
    5. 16 DUA - Condominium, Townhouse, Multi-Family Residential, or Assisted Living Use

B. Minimum Setbacks for Non-Residential Uses (Areas A, C, D, H, J, **K,** and L)
    1. For buildings greater than 15 feet or one story in height, the minimum side and rear building setbacks as set forth below shall be increased 8 feet for each additional 15-foot increase in building height.
    2. Minimum building setback from Southwest Drive shall be 25 feet.
    3. Minimum building setback from Kellers Chapel Road shall be 25 feet.
    4. Minimum building setback from minor collector streets shall be 25 feet.
    5. Minimum building setback from all other public and private rights-of-way shall be 20 feet.
    6. Minimum side yard shall be 10 feet unless adjacent to residential use, which shall be 15 feet.
    7. Minimum rear yard shall be 20 feet unless adjacent to residential use, which shall have a rear yard of 25 feet.

C. Minimum Building Setbacks for Multi-Family Residential Uses (Areas E and K)
    1. Minimum building setback from public rights-of-way shall be 25 feet.
    2. Minimum building setback from private drives shall be 20 feet.
    3. Maximum building height shall be 45 feet.
    4. Minimum side yard adjacent to non-residential uses shall be 15 for single-story structures, 20 feet for two-story structures, and 30 feet for three-story or greater structures. Where adjacent to single-family residential use, the minimum side yard shall be 30 feet.
    5. Minimum rear yard shall be 20 feet unless adjacent to single-family residential use, which shall have a rear yard of 35 feet.
    6. Buildings with balconies and / or porticos are allowed to infringe into the setback zone with the balcony and / or portico no more than 10 feet.

D. Maximum building heights shall be as follows:

1. All Commercial uses: 35 feet
2. Office uses: 60 feet *
3. Hotel / Motel: 60 feet *
4. Hospitals: 60 feet *
5. All distribution or showroom uses: 50 feet
6. Multi-Family Residential uses: 45 feet

* For every one foot of additional setback from site perimeter and public roads, a gain of one-half foot in building height shall be allowed with a maximum height of 70 feet for non-residential structures.

E. Minimum required site area for each non-residential use shall be in conformance with the Zoning Ordinance requirements and shall conform to the density requirements set forth in Condition III. A.
F. Air conditioning, heating, electrical, and other mechanical and utility equipment shall be screened using architectural features, planting, fences, or other means from motorists on public rights-of-way and the site perimeter.
G. Outdoor storage on Areas A, C, D, H, J, **K,** L, and M shall be buffered m public rights-of-way or adjacent residential properties.

IV. ROADS, ACCESS, AND CIRCULATION

A. Southwest Drive shall be full improved 50 feet from the centerline. Improvements shall include sidewalks (or an alternative pedestrian system), street lighting, and relocation of utilities (if necessary).
B. Kellers Chapel Road shall be dedicated and fully improved 40 feet from the centerline. Improvements shall include curb and gutter, sidewalks (or an alternative pedestrian system), street lighting, and relocation of utilities (if necessary).
C. All internal public streets shall be dedicated and improved in accordance with the Street Sections.
D. The maximum number of curb cuts to Southwest Drive shall be eight (8), distributed as follows, with no curb cut located closer than 300 feet from the intersection with Kellers Chapel Road:

   1. Area A: 1
   2. Area C: 3
   3. Area H: 2
   4. Area L: 2

E. The maximum number of curb cuts to Kellers Chapel Road shall be five (5), distributed as follows:

   1. Area A: 1
   2. Area B: 1
   3. Area F: 2
   4. Area G: 1

F. For all other streets, the number and location of curb cuts to parcels shall be subject to the approval of the City Engineer.
G. Parking and loading spaces shall be in accordance with the Zoning Ordinance requirements. Except that common parking areas may be approved on Final Plans serving several uses which have variations in the accumulation of vehicles and have relationships between land uses that result in multiple visits to different uses in the same trip, based on the Urban Land Institute's Shared Parking formula. Common loading space(s) shall be in accordance with the anticipated intensity of use of the loading space(s) for the various uses. Both parking and loading requirements shall be subject to the approval of the Planning Commission.
H. All public improvements required herein shall be made to the specifications of the City of Jonesboro.
I. All private drives shall be constructed to meet applicable Subdivision Regulations and shall provide a minimum pavement width of twenty-four (24) feet, exclusive of curb and gutter

except where modified herein.

J. All private drives and alleys shall remain private and maintained by the Owner's Association in perpetuity. Full Disclosure shall be made through the private covenants regarding the private status, and maintenance responsibilities, of all alleys and private drives.

K. All development within Areas A, C, D, F, H, J, **K,** and L shall interconnect in such a manner that interchange between parcels will not require access on Southwest Drive or Kellers Chapel Road.

L. All utility and pedestrian easements shall be delineated on the Final Plan.

M. A five-foot utility easement shall be placed along property lines as needed to service development.

N. The placement and location of utilities within the development, excepting those along Southwest Drive and Kellers Chapel Road, shall be underground.

V. LANDSCAPING, SCREENING, OPEN SPACE

A. Streetscape areas along Southwest Drive shall be a minimum of 25 feet in width, which includes a green buffer, 6-foot sidewalk, and utility corridor within the right-of-way.

B. Streetscape areas along Kellers Chapel Road shall be a minimum of 20.5 feet in width (see streetscape plate).

C. Streetscape areas along internal drives shall adhere to the Streetscape Plates indicated on the Outline Plan, (see plates).

D. A minimum 15-foot wide Buffer Yard A shall be provided between all commercial and residential uses.

E. A minimum 15-foot wide Buffer Yard B-1 shall be provided where multi-family residential use adjoins single-family and common open space uses. Where shared use paths are indicated in the buffer yard separating single-family residential and multi-family residential uses, a minimum 25-foot wide Buffer Yard B-2 shall be provided.

F. All parking shall be screened from public and private streets with low-growing shrubs and / or berms in conformance with the Street Plates. Landscaping internal to the parking lots shall be provided at a minimum ratio of three hundred (300) square feet of landscaping area and one (1) shade tree per every twenty (20) parking spaces. Landscape areas with twenty (20) or more parking spaces should not be less than two hundred (200) square feet in area in any single location and should be located so that no parking space is further than seventy-five (75) feet from a shade tree. Modifications may be approved by the Planning Commission. Area O is exempt from this requirement.

G. All construction and improvements within the development shall be in compliance with erosion and sediment control guidelines and ordinances of the City of Jonesboro.

H. All required landscaping shall not conflict with any existing easements.

I. Refuse containers and loading areas shall be screened from view of adjacent public roadways and residential properties.

VI. SIGNS

A. All signs shall be designed, located, and constructed in accordance with a comprehensive sign plan submitted to and approved by the Planning Commission.

B. The minimum sign setback from any public right-of-way shall be 15 feet, excluding directional and stop signs.

C. Portable and temporary signs shall not be permitted except temporary construction signs approved by the City of Jonesboro.

D. Off-premise, advertising, and billboard signs shall not be permitted.

VII. Stipulations

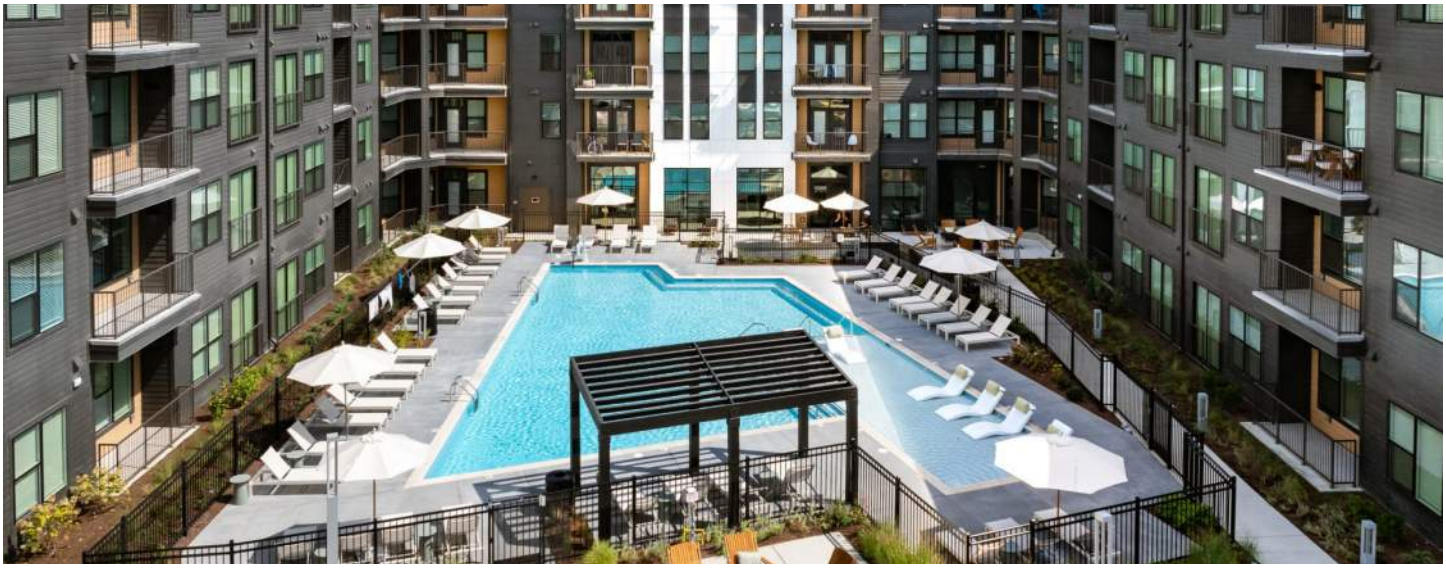
A. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.
B. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.
C. Any change of use shall be subject to Planning Department approval in the future.
D. A final site plan illustrating compliance with site requirements for parking, signage, landscaping, fencing, buffering, outdoor storage, dumpster enclosure, sidewalks etc. shall be submitted to the Planning Department prior to any redevelopment.
E. The Rezoning will have to comply with all the Planned Development District Standards.
F. The City will allow three permanent roads and up to five temporary driveways along Southwest Drive until such time as a traffic signal is installed by the developer at Drive "E". At that time, any driveway in conflict with the traffic signal shall be removed by the developer. All such, permanent and temporary drives shall meet the spacing and other requirements set forth in the City's Access Management Ordinance, including the need for deceleration lanes or tapers.

Street Sections and Buffer Yards

No modifications are proposed to the approved street sections and buffer yards. Parking on streets will not be allowed.

Character Images

Multi-Family Uses





Retail / Commercial





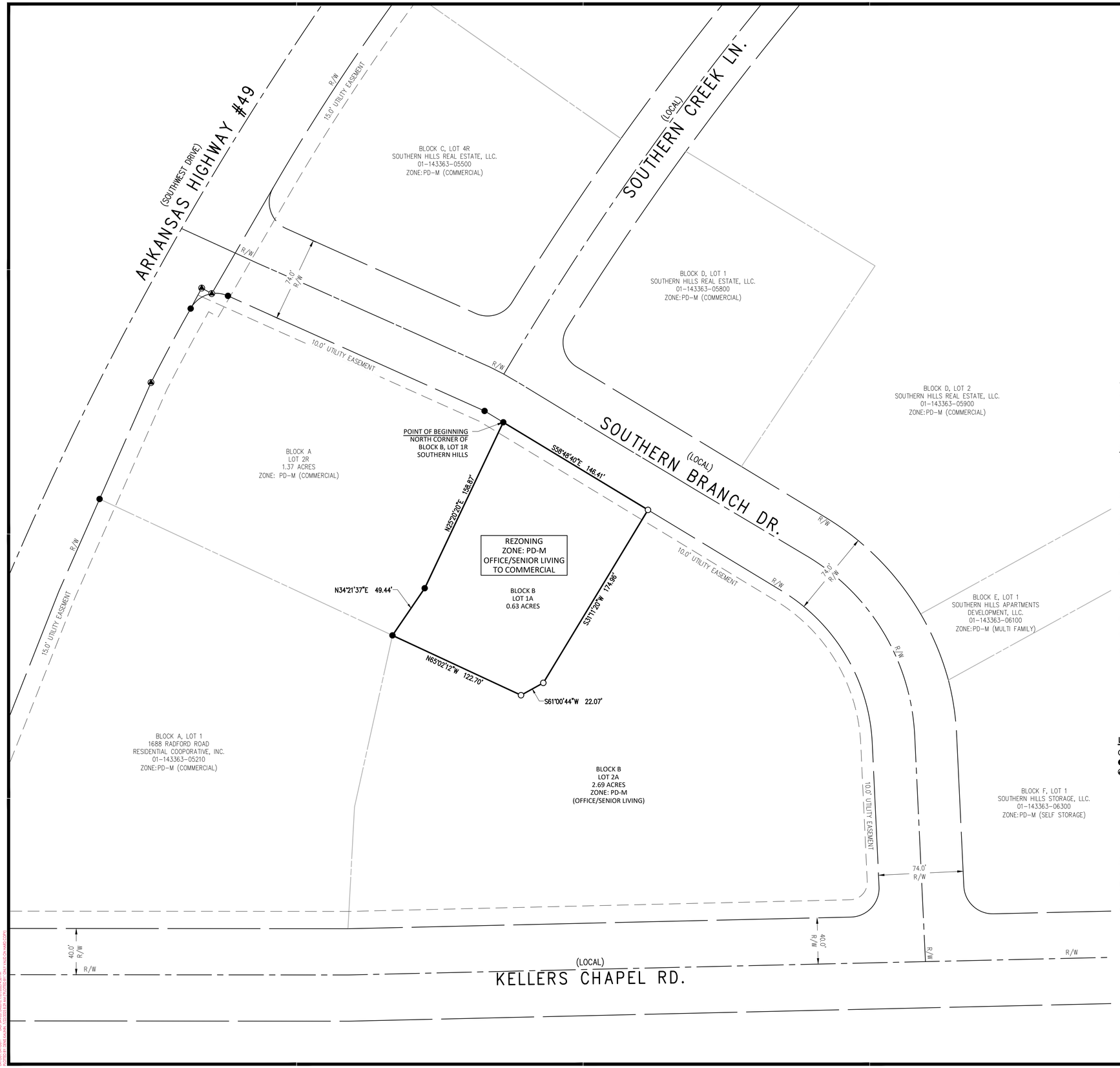


Office

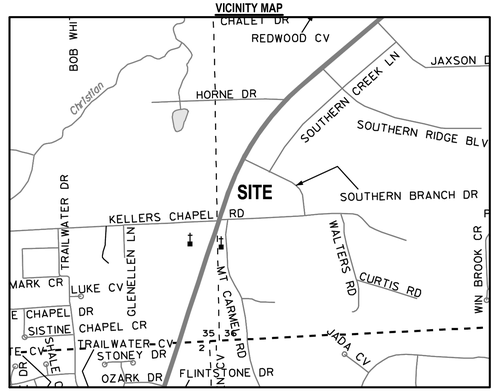








VICINITY MAP



BLOCK B
SOUTHERN HILLS, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS

THE FOLLOWING DOCUMENTS WERE USED IN CONSTRUCTION OF THIS SURVEY

A. Arkansas State Highway Commission Right of Way map, Job # 100454. Dated 5/03/2001. obtained from Arkansas Department of Transportation.
B. Survey by Daniels land Surveying, LLC. Dated 5/05/2021. Filed for record in Plat Book C, Page 362 of Craighead County records.
C. Survey by Daniels land Surveying, LLC. Dated 8/23/2022. Filed for record in Plat Book C, Page 378 of Craighead County records.

SURVEYOR'S NOTES

1. Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject real estate: easements, other than possible easements which were visible at the time of making this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land use regulations, and any other facts which an accurate and current title search may disclose.
2. Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts which an accurate and current title search may disclose.
3. Plat represents a boundary survey of a parcel described in Craighead County Deed Records at Book C, Page 378.
4. Survey is valid only if print has original seal and signature of surveyor present.
5. This survey meets current "Arkansas Minimum Standards for Property Surveys and Plats." Field work for this survey was completed on 03/26/2025.
6. Every document of record reviewed and considered as a part of this survey is noted hereon. No abstract of title, nor title commitment nor results of title searches were furnished to the surveyor. There may exist other documents of record which would affect this parcel.
7. The subject properties designated as Parcel 01-143363-05300 and Parcel 01-143363-05400 by the Craighead County, Arkansas, Assessor's Office.
8. All buildings, surface and subsurface improvements on and adjacent to the site are not necessarily shown.
9. The location and/or existence of utility service lines to the property surveyed are unknown and are not shown.
10. No attempt has been made as a part of this boundary survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or municipal/public service facility. For information regarding these utilities or facilities, please contact the appropriate agencies or other surveys.

LEGEND

- SET 5/8" REBAR P.S. 1563
- FOUND REBAR P.S. 1563
- FOUND RIGHT-OF-WAY 5/8" REBAR (AS NOTED)
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTERLINE ROAD
- EXISTING EASEMENT
- EXISTING RIGHT-OF-WAY

SURVEY DESCRIPTION:

A part of Block B, lot 1R of Southern Hills, Jonesboro, Craighead County, Arkansas, being more particularly described as follows:

BEGINNING at the North corner of Block B, lot 1R; Thence South 58°48'40" East, a distance of 146.41 feet; Thence South 31°11'20" West, a distance of 174.96 feet; Thence South 61°00'44" West, a distance of 22.07 feet; Thence North 65°02'12" West, a distance of 122.70 feet; Thence North 34°21'37" East, a distance of 49.44 feet; Thence North 25°20'20" East, a distance of 158.87 feet to a POINT OF BEGINNING, containing 0.63 acres, more or less, and being subject to all Rights-of Way- and easements of record.

RECORD INFORMATION

BASIS OF BEARINGS:
RECORD PLAT BOOK C, PAGE 378 OF CRAIGHEAD COUNTY CIRCUIT CLERK OFFICE

GRAPHIC SCALE IN FEET
40' 0 40'

STATE PLAT CODE:
500-14N-03E-0-36-401-16-1563

SEAL

REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF ARKANSAS
NO. 1563
SIGNATURE
ADAMES
PRELIMINARY

REZONING PLAT
BLOCK B
SOUTHERN HILLS, JONESBORO,
CRAIGHEAD COUNTY, ARKANSAS
PREPARED FOR:
SOUTHERN HILLS REAL ESTATE, LLC.

ISSUE DATE:	07/21/2025
PROJECT NO:	24902900
CONTACT:	SAM / MAD

2520 Alexander Drive Suite C
Jonesboro, AR 72401-7194
Crafton Tull
870.203.7876 t
www.craftontull.com

CERTIFICATE OF AUTHORIZATION:
CERTIFICATE OF AUTHORIZATION
CRAFTON, TULL & ASSOCIATES, INC.
No. 109
ARKANSAS ENGINEER

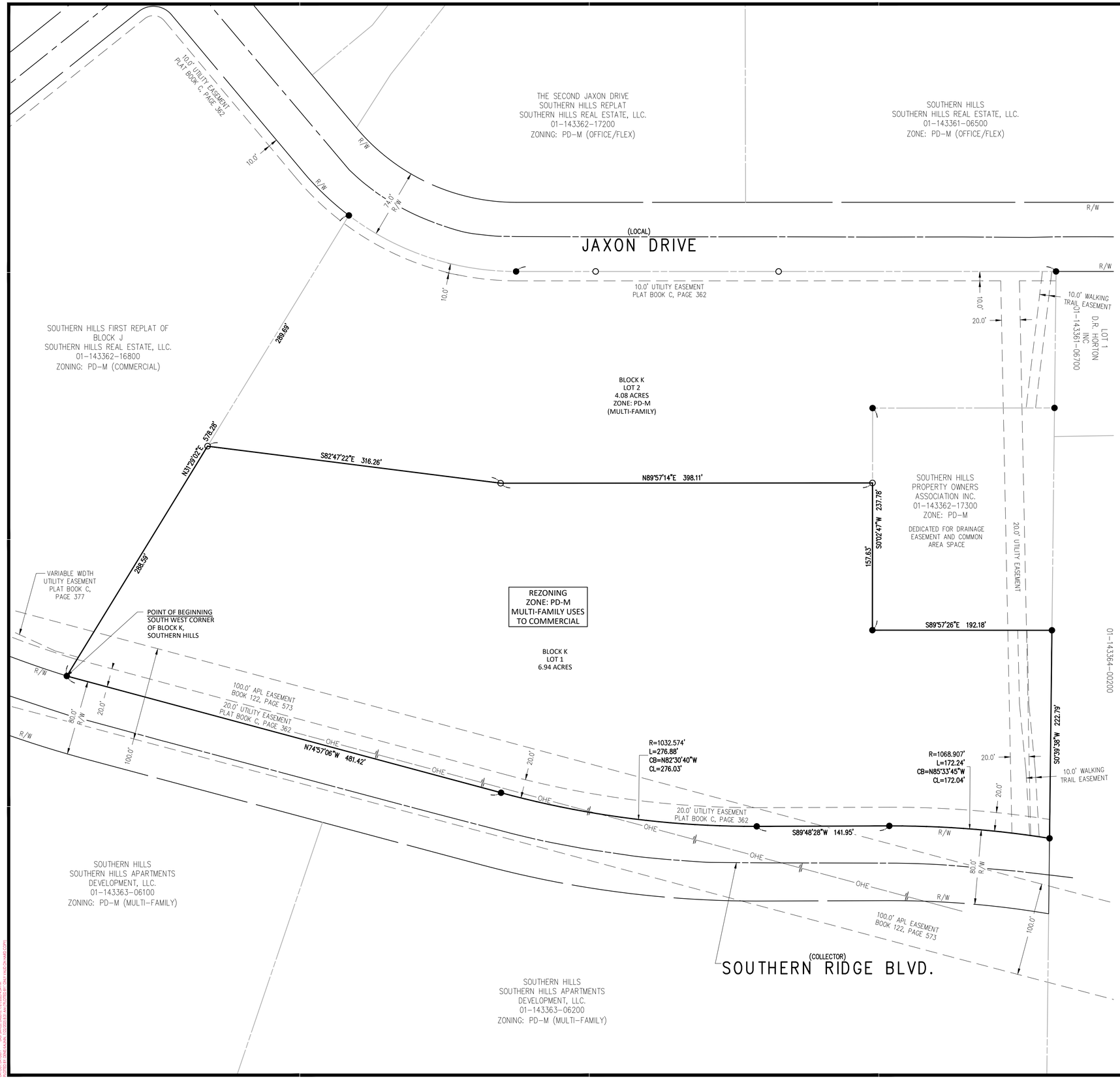
© 2025 Crafton, Tull & Associates, Inc.

DELTA	DESCRIPTION	DATE

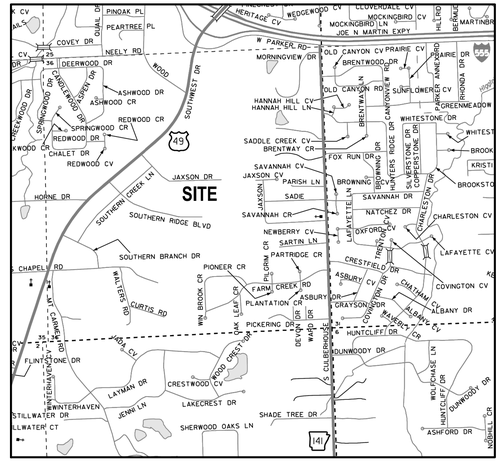
SHEET NO.:

1 OF 1

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PLOTTED BY: DANIEL ADAMES - 7/21/2025 2:57:49 PM (CENTRAL STANDARD TIME)



VICINITY MAP



BLOCK K
SOUTHERN HILLS,
JONESBORO, CRAIGHEAD COUNTY, ARKANSAS

SURVEYOR'S NOTES:

1. Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject real estate: easements, other than possible easements which were visible at the time of making this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land use regulations, and any other facts which an accurate and current title search may disclose.
2. Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts which an accurate and current title search may disclose.
3. Survey is valid only if print has original seal and signature of surveyor present.
4. This survey meets current "Arkansas Minimum Standards for Property Surveys and Plats." Field work for this survey was completed on 05/30/2025.
5. Every document of record reviewed and considered as a part of this survey is noted hereon. No abstract of title, nor title commitment, nor results of title searches were furnished to the surveyor. There may exist other documents of record which would affect this parcel.
6. The subject properties designated as Parcel 01-143362-16900 by the Craighead County, Arkansas, Assessor's Office.
7. All buildings, surface and subsurface improvements on and adjacent to the site are not necessarily shown.
8. The location and/or existence of utility service lines to the property surveyed are unknown and are not shown.
9. No attempt has been made as a part of this boundary survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or municipal/public service facility. For information regarding these utilities or facilities, please contact the appropriate agencies or other surveys.

THE FOLLOWING DOCUMENT WAS USED IN THE CONSTRUCTION OF THIS SURVEY:

A. Final Subdivision Plat Southern Hills. Filed for record in Plat Book C, Page 362, in the Circuit Clerk's office of Craighead County, Arkansas.

LEGEND

- SET 5/8" REBAR (P.S. 1563)
- FOUND REBAR (AS NOTED)
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTERLINE ROAD
- EXISTING EASEMENT
- EXISTING RIGHT-OF-WAY

SURVEY DESCRIPTION:

A part of Block K of Southern Hills, Jonesboro, Craighead County, Arkansas, being more particularly described as follows:

BEGINNING at the South West Corner of Block K; Thence North 31° 29'02" East, a distance of 288.59 feet; Thence South 82°47'22" East, a distance of 316.26 feet; Thence North 89°57'14" East, a distance of 398.11 feet; Thence South 00°02'47" West, a distance of 157.63 feet; Thence South 89°57'26" East, a distance of 192.18 feet; Thence South 00°39'38" West, a distance of 222.79 feet to the beginning of a curve, Said curve turning to the left, having a radius of 1,068.907 feet, whose long chord bears North 85°33'45" West a distance of 172.04 feet; Thence South 89°48'24" West, a distance of 141.95 feet to the beginning of a curve, Said curve turning right, having a radius of 1,032.574 feet, whose long chord bears North 82°30'40" West a distance of 276.03 feet; Thence North 74°57'06 West, a distance of 481.42 feet to a POINT OF BEGINNING, containing 6.94 acres, more or less, and being subject to all Rights-of Way- and easements of record.

RECORD INFORMATION

BASIS OF BEARINGS:
RECORD PLAT BOOK C, PAGE 362 OF CRAIGHEAD COUNTY CIRCUIT CLERK OFFICE

GRAPHIC SCALE IN FEET
50' 0 50'

STATE PLAT CODE:
500-14N-03E-0-36-000-16-1563

SEAL

REGISTERED
STATE OF
ARKANSAS
NO.
SIGNATURE
PROFESSIONAL LAND SURVEYOR
PRELIMINARY

REZONING PLAT
BLOCK K, SOUTHERN HILLS, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS
PREPARED FOR:
SOUTHERN HILLS REAL ESTATE, LLC.

ISSUE DATE:	07/21/2025
PROJECT NO.:	24902900
CONTACT:	SAM / MAD

2520 Alexander Drive Suite C
Jonesboro, AR 72401-7194
Crafton Tull
870.203.7876 t
www.craftontull.com

CERTIFICATE OF AUTHORIZATION:
CERTIFICATE OF AUTHORIZATION
CRAFTON, TULL & ASSOCIATES, INC.
No. 109
ARKANSAS ENGINEER

© 2025 Crafton, Tull & Associates, Inc.

DELTA	DESCRIPTION	DATE

SHEET NO.:
1 OF 1

DRAWING C:\JAPROJ\900_SOUTHERN HILLS\PLOTS\BLOCK K\DWG\JAROB\SOUTHERN HILL BLOCK K REZONING.DWG
PLOTTED BY: MAD ON: 07/21/25 8:41 AM PLOTTED AT: 1"=40' XREFS ON:

OFFICIAL RECEIPT

Receipt Date 08/13/2025 03:00 PM
Receipt Print Date 08/13/2025

Receipt # 00264698
Batch # 00113.08.2025

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	482.30
Detail:	
01-000-0150-00	
Proof of Publication RZ-25-14	482.30
Total	482.30

Payment Information:

Credit Car 3374	482.30
Change	0.00

Southern Hills
Customer #: 000000

,

Cashier: ALCooksey
Station: ALCOOKSEY

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

08/13/25 2:59 PM

TERM ID: *****705 ***1
CHIP READ INSERT
CARD TYPE: VISA
AID LABEL: VISA CREDIT
AID: A0000000031010
ACCT #: ************3374

CREDIT SALE

REF #: 776001023 TRAN #: 2170
AUTH #: 064077

DESCRIPTION: _____

AMOUNT USD $482.30

APPROVED

X _____
BEVILL/JEREMY

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

ARQC: 87EC984DC40A928F
TVR : 8080008000
TSI : 6800

MERCHANT COPY

Text File

File Number: ORD-25:025

Agenda Date: **Version:** 1 **Status:** Second 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 CHANGES AS RECOMMENDED BY THE TRAFFIC CONTROL COMMITTEE:

Establish speed limit 25 MPH on Flint Street from Thomas Avenue to Dogwood Lane

Establish speed limit 35MPH on Race Street from Caraway Road to Browns Lane

Text File

File Number: ORD-25:028

Agenda Date: **Version:** 1 **Status:** Second Reading

In Control: Public Safety Council Committee **File Type:** Ordinance

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF JONESBORO TO ADD SECTION 50-40 ENTITLED PARK RANGERS

WHEREAS, the City of Jonesboro has added positions of Park Rangers to the City to educate and promote the city parks and to provide for safety, patrol and enforcement of the city codes and ordinances within the park system and the City of Jonesboro as needed; and

WHEREAS, the City Council of the City of Jonesboro, Arkansas desires to amend the code as follows.

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

SECTION ONE: That the Code of Ordinances shall be amended to read as follows:

Sec. 50-40 Park Rangers

a) The duty of a Park Ranger is to maintain a presence in city parks and to preserve and protect park property, ensure proper use of park equipment and resources, provide customer service to the public and educate the public about the history of city parks and perform all other duties as assigned by their supervisor.
b) That Park Rangers are to enforce all park rules in the City and to write citations or warnings where necessary to accomplish this duty.
c) The Park Rangers are under the authority of the Code Enforcement Division of the City of Jonesboro and shall have all authority to enforce the codes of the City of Jonesboro that are authorized to be enforced by any Code Enforcement or Animal Control Officer.

Text File

File Number: ORD-25:029

Agenda Date: **Version:** 1 **Status:** Second Reading

In Control: City Council **File Type:** Ordinance

AN ORDINANCE FOR THE APPROVAL OF AN APPLICATION FOR A PRIVATE CLUB PERMIT FOR SHJ CONCEPTS, INC. DBA BRIDGE STREET BREWERY OF JONESBORO.

WHEREAS, SHJ Concepts, Inc., DBA Bridge Street Brewery of Jonesboro has applied for a private club permit to be located at 516 Cate Avenue, Jonesboro, AR 72401: and

WHEREAS, SHJ Concepts, Inc., desires to receive approval for a private club to be located at 516 Cate Avenue, Jonesboro, AR 72401: and

WHEREAS, all applicable laws, rules and regulations have been complied with in presenting this Ordinance to the City Council.

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

SHJ Concepts, Inc., DBA Bridge Street Brewery of Jonesboro's application for a private club permit is approved and SHJ Concepts shall be and is entitled to apply to the Alcoholic Beverage Control Division of Arkansas for a private club license to be located at 516 Cate Avenue, Jonesboro, AR 72401.

City of Jonesboro
Private Club Review and Conditions Form

Date 7-30-25 Non-Profit Corp. SHJ Concepts dba: Bridge Street Brewery

Address 516 Cate

Applicant on Behalf of Club Kalpesh R. Das

Home Address 3904 Teal Drive Jonesboro, AR

Business Name Bridge Street Brewery

Business Address 516 Cate Ave Jonesboro, AR

City of Jonesboro official use below this:

Police Department: Copy of membership list Yes X No _____
Has any member been convicted of a felony? Yes _____ No X
If yes, How many years since conviction? _____
Has Non-Profit complied with City of Jonesboro laws? Yes X No _____

Comments: _____

Approve? Yes Y No _____ Signature Chief of Police Chief Rick Elliott

Planning and Zoning Department:

Type of Private Club: Restaurant X Hotel/Motel _____
Hours of Operation? _____
Copy of menu for food service? Yes ✓ No _____
Zoning Com. Mixed Use
Approve? Yes X No _____ Signature Planning Director _____

City Clerk:

Date received _____
Date entered in Legistar _____

City Council Action

Approve _____ Deny _____

APPLICATION FOR PRIVATE CLUB PERMIT

MUST BE NON-PROFIT CORPORATION

On file at Arkansas Secretary of State's Office

INSTRUCTIONS

1. Answer all questions correctly and in full. **PLEASE PRINT IN INK OR TYPE.**
   NOTE: FORMS MUST BE NOTARIZED.

   APPLICATION MUST BE ACCOMPANIED BY CRIMINAL BACKGROUND INVESTIGATION RESULTS OF THE APPLICANT (FORMS AND INSTRUCTIONS ENCLOSED).

2. Application fee is $250 and must be submitted with this application.

3. Applicant must be a citizen of the United States or a permanent resident alien (must provide a copy of green card), and a resident of Arkansas.

4. The following additional materials must be submitted with your application:

   a. A current list of names and addresses of all board members, and a signed "authority to release information form" from each board member.

   b. The address where the business will be located. If the non-profit corporation does not own the property, a copy of the lease, option to lease, option to purchase, or buy-sell agreement in **favor of the non-profit corporation** must be attached.

MAIL OR DELIVER DIRECTLY TO:

Chief of Police
Jonesboro Police Department
1001 S. Caraway Road
Jonesboro, Arkansas 72401

CITY OF JONESBORO

APPLICATION FOR PRIVATE CLUB PERMIT

We hereby make an application for a permit to serve alcoholic beverages on our premises to the club's adult members, members of their families over the age of 21, and duly qualified guests.

SHJ Concepts dba Bridge Street Brewery
Non-Profit Corporation FEIN #

APPLICANT ON BEHALF OF CLUB: Kalpesh (First) R. (Middle) Das (Last)

HOME ADDRESS: 3904 Teal drive (Street) Jonesboro (City) 72404 (Zip) Craighead (County)

BUSINESS NAME: Bridge Street Brewery

BUSINESS ADDRESS: 516 Cate Ave. (Street) Jonesboro (City) AR 72401 (Zip) Craighead (County)

Does the club own the premises? No If leased, give name and address of owner:
Bridge Street Investments, LLC 516 Cate Avenue, Jonesboro, AR 72403

Is your establishment primarily engaged in the business of serving food for consumption on the premises?
Yes

If the answer to the above question is no, then what type of business will you be engaged in on the premises? Please list all activities to be offered.
Micro-brewery - Restaurant

Does anyone now hold an alcoholic beverage permit at this location? No If so, give name, address and permit no(s).

Give names and addresses of all officers/directors of the non-profit organization:

NAME	TITLE	ADDRESS
Davy Carter	President	803 Fairway Circle Jonesboro, AR 72401
Ted Herget	Vice-President	1305 South Main Jonesboro, AR 72401
Kalpesh Das	Sec/Treas	3904 Teal Drive Jonesboro, AR 72401

Has any member of the club's board of directors or other governing body, or any club officer, been under the sentence, whether suspended or otherwise, of any court for the conviction of a felony within two (2) years preceding the date of this application? YES (NO) ***If yes, please explain -***

Signed this 19 day of September, 2024.

Kalpesh Das
Signature of Applicant/Managing Agent

Applicant
Official Title

Subscribed and sworn to before me this 19 day of September, 2024.

Anita McGhee
Notary Public

My Commission Expires: September 26, 2033

ANITA MCGHEE
Notary Public-Arkansas
Craighead County
My Commission Expires 09-26-2033
Commission # 12725035

SCHEDULE A – INDIVIDUAL'S PERSONAL HISTORY

I submit answers to the following questions under oath:

1. Name Kalpesh R. Das Sex _ Date of Bir

2. Home Address 3904 Teal Dr. Jonesboro 72404 Phone No. 870-530-9733
   Street City Zip

3. Are you a person of good moral character and reputation in your community? Yes

4. Are you a (CITIZEN) or (PERMANENT RESIDENT ALIEN) of the United States? **CIRCLE ONE**
   Social Security No. _ Green Card No. _____

5. Are you a resident of Craighead county? Yes
   If not, do you live within 35 miles of the premises to be permitted? Yes

6. Have you ever been convicted of a felony? **YES** _____ **NO** ✓ If so, give full information
   _____
   _____

7. Have you been convicted of any violation of any law relating to alcoholic beverages within the five (5) years preceeding this application? YES (NO) If so, give full information. _____
   _____

8. Have you had any alcoholic beverage permit issued to you revoked within the five (5) years preceeding this application? **YES** _____ **NO** ✓ If so, give full information _____
   _____

9. Do you presently hold or have you ever held an alcoholic beverage permit(s)? No If so, give name, place, and permit number(s)
   _____

10. Have you applied and been refused a permit at the applied for location within the last 12 months? No
    If so, give full information _____
    _____

11. Marital Status: Single ( ) Married (✓) Divorced ( ) Separated ( ) Other ( )

12. Furnish complete information regarding members of immediate family:

Relationship	Full Name	Address	Occupation
Wife	Jaimi Das	3904 Teal Dr.	Housewife
Daughter	Nicole Das	3904 Teal Dr.	Dental Hygenist
Son	Sam Das	3904 Teal Dr.	Engineer
Brother	Dharmesh Das	803 E. Lakeshore Dr.	Self employed

(a) Are any of the above to be connected with the operation of the outlet? No

(b) If so, who and in what capacity? _____

13. Give your home address (city or town) and dates at each for the past five (5) years:
3914 Teal Drive Jonesboro AR 72404
2108 Fieldstone Cove Jonesboro AR 72404

14. Covering the past five (5) years, give in detail the following:

Your Business or Occupation	Name & Address of Employer	Dates of Employment
Dairy Queen	4100 E. Johnson Jonesboro	Jan 2011 - Current
Smoothie King	2215 A E. Highland Jonesboro	2018 - 2023

I hereby state on oath that I will not violate any law of this State or any regulation of the Alcoholic Beverage Control Division, nor will any agent or employee be allowed to violate any law or regulation. It is hereby consented that the licensed premises and its books and records shall be open at all times to all law enforcement officials without warrant or other legal process.

Kalpesh Patel
Applicant's Signature

STATE OF ARKANSAS

COUNTY OF Craighead

Anita McGhee, being first duly sworn on oath deposes and says that he/she has read each of the questions to which he/she has made answer, and that his/her said answers in each instance are true and correct.

Subscribed and sworn to before me this 19 day of September, 2024.

Notary Public

My Commission Expires: September 26, 2033

ANITA MCGHEE
Notary Public-Arkansas
Craighead County
My Commission Expires 09-26-2033
Commission # 12725035

ARKANSAS STATE POLICE

Arkansas Criminal History Report

This report is based on a name search. There is no guarantee that it relates to the person you are interested in without fingerprint verification. This report includes a check of Arkansas files only. Inquiries into FBI files are not permitted for non-criminal justice or employment purposes without specific statutory authority.

Subject of Record

Last: **Das** First: **Kalpesh** Middle:

Date of Birth: Sex: Race: **A**

Social Security Number: *(not verified, supplied at time of request)*

Home/Mailing Address: **3904 Teal Dr Jonesboro, AR 72404**

State of Arkansas Arkansas KR State Police Identification Bureau

- NO CRIMINAL HISTORY FOUND FOR THIS SUBJECT -

Requestor Information

Transaction Number: **ABC004520436**

Date: **03/27/2025** Agency Reporting: **Arkansas State Police**

Purpose: **ABC Mandated pursuant to Arkansas Code §3-2-103 regarding applicants for alcohol permits issued by the Alcoholic Beverage Control Division.**

Released To: **Kimmie Rudley On Behalf of Alcohol Beverage Commission**

Representing: **ABC**

Mailing Address: **101 East Capitol Suite 401 Little Rock Arkansas 72201**

This Arkansas criminal history record report should only be used for the purpose that it was requested. A request that is posed for a different purpose may result in more or less information being reported.

This report does not preclude the possible existence of additional records on this person which may not have been reported to the State Identification Bureau and Central Repository. Changes in a criminal history record can occur at any time due to new arrests and/or ongoing legal proceedings.

This Arkansas criminal background check report is for non-criminal justice purposes and may only reflect if a person has any Arkansas felony and misdemeanor conviction(s), any Arkansas felony arrest that occurred in the last five (5) years that has not been to court and whether the person is a registered sex offender or required to register as a sex offender. Juvenile arrest and/or court information will not be released on this report.

AUTHORITY TO RELEASE INFORMATION

Application filled by Applicant -A, Stockholder/Partner - S : A

TO WHOM IT MAY CONCERN:

I understand that the City of Jonesboro will conduct an investigation before a final decision this alcoholic beverage permit. This investigation may include inquiries as to my character, reputation, and the location and feasibility of a permit being issued at the applied for location.

To facilitate this investigation, I do hereby give my consent and authority for any public utility or police agency to furnish information from their records to the City of Jonesboro.

Kalpesh R. Das

Kalpesh Das
Signature – Full Name

9/19/24
Date

3904 Teal Drive
Home Address

Jonesboro AR 72404
City State Zip

3904 Teal Drive
Mailing Address

Jonesboro AR 72404
City State Zip

(870) 530-9733
Contact Phone Business Phone

juniordas@yahoo.com
Email Address

Subscribed and sworn to before me this 19 day of September, 2024.

Notary Public

My Commission Expires: September 26, 2033

ANITA MCGHEE
Notary Public-Arkansas
Craighead County
My Commission Expires 09-26-2033
Commission # 12725035

AUTHORITY TO RELEASE INFORMATION

Application filled by Applicant -A, Stockholder/Partner - S : P

TO WHOM IT MAY CONCERN:

I understand that the City of Jonesboro will conduct an investigation before a final decision this alcoholic beverage permit. This investigation may include inquiries as to my character, reputation, and the location and feasibility of a permit being issued at the applied for location.

To facilitate this investigation, I do hereby give my consent and authority for any public utility or police agency to furnish information from their records to the City of Jonesboro.

Davy Carter

Signature – Full Name

May 28, 2025
Date

803 Fairway Drive
Home Address

Jonesboro AR 72401
City State Zip

SAME
Mailing Address

SAME
City State Zip

501-941-8946 870-268-2353
Contact Phone Business Phone

davy.carter@gmail.com
Email Address

Subscribed and sworn to before me this 28th day of May, 2025.

Tina Elder
Notary Public

My Commission Expires: 6-19-2033.

TINA ELDER
Comm. No. 12394260
NOTARY PUBLIC
My Comm. Exp. 06-19-2033
CRAIGHEAD CO., ARKANSAS

AUTHORITY TO RELEASE INFORMATION

Application filled by Applicant -A, Stockholder/Partner - S : P

TO WHOM IT MAY CONCERN:

I understand that the City of Jonesboro will conduct an investigation before a final decision this alcoholic beverage permit. This investigation may include inquiries as to my character, reputation, and the location and feasibility of a permit being issued at the applied for location.

To facilitate this investigation, I do hereby give my consent and authority for any public utility or police agency to furnish information from their records to the City of Jonesboro.

Ted Herget

Ted Herget
Signature - Full Name

7.11.25
Date

1305 S Main St
Home Address

Jonesboro AR 72401
City State Zip

—
Mailing Address

—
City State Zip

870.926.5569 —
Contact Phone Business Phone

tedherget@gmail.com
Email Address

Subscribed and sworn to before me this 11 day of July, 2025.

Kim Finley
Notary Public

My Commission Expires: 10-14-26 :

OFFICIAL SEAL - #12357651
KIM FINLEY
NOTARY PUBLIC-ARKANSAS
CRAIGHEAD COUNTY
MY COMMISSION EXPIRES: 10-14-26

SHJ Concepts, Inc. dba Bridge Street Brewery of Jonesboro is a non- profit private club and exists for the purpose of common recreational, social, community hospitality and benevolent purposes including but not limited to supporting 501(C) (3) entities and conducting charitable activities in and around Jonesboro, Craighead County, Arkansas.

SHJ Concepts will support the Arkansas State Red Wolves Foundation as well as the Downtown Jonesboro Association. The non-profit will focus support on other charities in Jonesboro and Northeast Arkansas.

The private club will benefit these and other entities both financially and with in-kind food donations. The private club will serve food and provide dining for its members and guests. On occasion live music and dancing will be provided for members and guests.

Last Name	First Name	Address
Adams	Morgan	36 CR 7450, Jonesboro, AR 72401
Andrews	Andrea	3603 Lacoste Dr, Jonesboro, AR 72404
Baugher	Jimmy Paul	4909 Reserve Blvd, Jonesboro, AR 72405
Berryhill	Johnna	1610 Stone Street, Apt. B4, Jonesboro AR 72401
Bowers	Katie	4305 Bekah Drive #6, Jonesboro, AR 72401
Boyd	Coy	1106 Thrush Rd., Jonesboro, AR 72401
Breland	John	241 S. Church St, Jonesboro, AR 72401
Brown	Wayne	3522 Cheshier Lane, Jonesboro, AR 72405
Brown	Cor'Darius	3111 Rhonda Drive, Jonesboro, AR 72401
Brown	Matt	208 E. Johnson Ave., Jonesboro, AR 72401
Brown	Gavin	1500 Kathleen Street, Jonesboro, AR 72401
Brownhill	Victoria	4303 Aggie Road 36, Jonesboro, AR 72405
Cain	Ethan	100 Canera Drive, Apt. 342, Jonesboro, AR 72401
Carmack	Jon	4499 CR 160, Jonesboro AR 72401
Carter	Brandon	411 W. Poplar Street, Jonesboro, AR 72401
Carter	Davy and Cara	803 Fairway Circle, Jonesboro, AR 72401
Castro	Justin	1207 S. Culberhouse, Jonesboro, AR 72401
Cooper	Timothy	416 Melton Circle, Jonesboro, AR 72401
Cunningham	Ben	2519 Forest Home Rd., Apt. 50, Jonesboro, AR 72401
Das	Kalpesh	3904 Teal Drive, Jonesboro, AR 72401
Davis	Brent	312 W. Strawn Avenue, Jonesboro AR 72401
Dorsey	Adrian	1610 Stone Street, Jonesboro, AR 72401
Ernes	Sarah	6 Willow Creek, Jonesboro, AR 72401
Falcon-Santana	James	1324 Pardew Street Apt. H, Jonesboro, AR 72401
Farmer	Anssa Rose	1809 Aggie Road, Bldg. #4, Jonesboro, AR 72401
Fortson	Sydney	735 Brody Ct., Jonesboro, AR 72401
Foster	Stephanie	4200 Villa Cove, Jonesboro, AR 72401
Fox	Charles	807 Hester Place, Jonesboro, AR 72401
French	Makayla	1202 Belwood Ct., Jonesboro, AR 72401
Gage	Shelly	2103 Tanglewood Drive, Joensboro, AR 72401
Gallentine	Chase	SE 2nd Street 2513, Jonesboro, AR 72401
Garcia III	Osraldo	2611 Covey Drive, Jonesboro, AR 72401
Garland	Nathaniel	1500 Kathleen Street Unit 45, Jonesboro, AR 72401
Gentzel	Brian	3719 Stadium Blvd., Apt. B4, Jonesboro, AR 72401
Guemen	Guellemo	2104 Turtle Creek Rd., Jonesboro, AR 72401
Hahn	Jace	2201 Hurst Lane, APT B2, Jonesboro, AR 72404
Hahn	Olin	2209 Hurst Lane, Apt. B2, Jonesboro, AR 72404
Hall	Katie	501 E. Oak Ave, Jonesboro, AR 72401
Hanks	Samantha	593 County Road 7285, Jonesboro, AR 72404
Hansen	Gregory	611 Walnut, Jonesboro, AR 72401
Harlen	Trista	801 University Loop E., #1, Jonesboro, AR 72401
Harlove	Sara	158 CR 306 Jonesboro, AR 72401
Harlow	Sari	158 CR 306, Jonesboro, AR 72401

Haydt	Natalie	4201 Lynnfield Road, Jonesboro, AR 72401
Herget	Ted and Aman	1305 South Main, Jonesboro, AR 72401
Hogan	Lacy A.	203 Greenmeadow Lane, Jonesboro, AR 72401
Hogue	Taylor	1300 Country Club Terrance, Jonesboro, AR 72401
Hopkins	Lauren	103 S. Cate Street, Brookland, AR
Imboden	Hollis Kim	2621 Rosewood Circle, Joneboro, AR 72401
Islas	Abraham	219 Cherry St, Lake City, AR 72437
Johnson	Lance	211 East Street, Jonesboro, AR 72407
Johnson	William	1524 Charles Drive, Jonesboro, AR 72401
Jones	Rebekah	181 County Road 917, Brookland, AR 72417
Leone	Megan	1606 S. Main, Apt. A, Jonesboro, AR 72401
Long	Parker	1500 Kathleen Street, Apt. 69, Jonesboro, AR 72401
McAvoy	David	1524 Charles Drive., Jonesboro, AR 72405
McClard	Daniel	120 Leggett Street, Jonesboro, AR 72401
Mcltenry	Phllip	4800 Reserve Blvd. Apartment A3, Jonesboro AR 72405
Melder	Tristan	3718 Glitterman Drive, Jonesboro, AR 72401
Miller	Gabriel	2508 E. Johnson B-25, Joneboro, AR 72401
Mixon	John	1230 Flint St, Jonesboro, AR 72401
Myers	Ramey	305 South Main, Jonesboro, AR 72401
Myers	John	305 South Main St, Jonesboro, AR 72401
Niell	Chad	4200 Friendly Hope Road, Jonesboro, AR 72401
Nobles	Brian	1300 S., Church Street #E6, Jonesboro, AR 72401
Orrick	Nick	3921 Towering Oaks Drive, Jonesboro, AR 72401
Parcell	Larry	2104 Indial Trails, Jonesboro, AR 72401
Peguignat	Alex	1115 University Loop East Bldg. 4, Jonesboro, AR 72401
Poleet	Bruce	601 Stonebridge Dr, Jonesboro, AR 72401
Poleet	Patricia	601 Stonebridge Dr, Joneboro, AR 72401
Polk	Katy	821 Oriole Ct., Jonesboro, AR 72405
Powell	Belinda	1212 Hester, Jonesboro, AR 72401
Rack	Shalauna	1720 Scenic Blvd., Jonesboro, AR 72401
Rawls	Jayme	4800 Reserve Blvd., Apt. N6, Jonesboro AR 72405
Rayevskiy	Richard	314 Mallory Ct., Jonesboro, AR 72401
Richardson	Bailey	505 Fox Run Drive, Jonesboro, AR 72404
Roberts	Rebecca	472 CR 744, Jonesboro, AR 72401
Robinson	Robert	630 W. Oak Ave., Jonesbor, AR 72404
Ross	Dewayne	621 E. Oak Ave, Jonesboro, AR 72401
Rush	Lauren	2515 Danner Ave., #4, Jonesboro, AR 72401
Schreyer	Caleb	2004 Cotton Street, Apt. 7, Jonesboro, AR 72401
Scurlock	Ethan	1515 Aggie Rd., Jonesboro, AR 72401
Shawn	Madi	4107 Cornerstone Drive, Jonesboro AR 72405
Sherman	Michael	2305 Rusher Lane, Jonesboro, AR 72404
Sheroubi	Youssef	1801 Greensboro Rd, Jonesboro, AR 72401
Simmermon	Cameron	1706 W. Oak Ave, Jonesboro, AR 72401
Simmeron	Taylor	1706 W. Oak Ave, Jonesboro, AR 72401

Smith	Brad	706 Catfish Drive, Lake City, AR 72437
Smith	Christina	3316 Caraway Commons Drive, F7, Jonesboro, AR 72401
Smith	Kimberlee	1521 Charles Drive, Jonesboro, AR 72401
Smock	Zachary	1606 S. Main, Apt. A, Jonesboro, AR 72401
Spartis	Samantha	203 Emma Drive, Brookland, AR 72417
Spencer	Jackson	1301 W. Matthews Ave., Jonesboro, AR 72401
Spencer	Lindsey	1301 West Matthews Ave, Jonesboro, AR 72401
Stephens	Becca	2100 Flatrock Trail, Jonesboro, AR 72404
Stevens	Brandon	230 South Main St, Jonesboro, AR 72401
Sullivan	Christoper	1925 W. Nettleton Ave., Joneboro AR 72401
Troutt	Robert	458 CR 372, Bono, AR 72416
Troutt	Pamela	2917 Patricia Cove, Jonesboro, AR 72404
Wade	Allyson	223 County Road 7182, Jonesboro, AR 72401
Wagner	Faith	3516 Limestone Drive, Jonesboro, AR 72401
Walker	Drew	823 Gloucester Drive, Jonesboro, AR 72401
Watson	Sara	717 Flint Street, Jonesboro, AR 72401
Wilcox	Jon	1617 Shady Grove, Jonesboro, AR 72401
Willett	Jason and LaW	1804 Starling, Jonesboro, AR 72401
Williamson	Ethan	1203 University Loop East, Jonesboro, AR 72405
Woodard	Staci	5109 Reserve Blvd., Apt A-300, Jonesoboro, AR 72405
Wooley	Charles	4416 Sweetspiers Cove, Jonesboro, AR 72405
Ziegler	Levera	1604 Aggie Road, Apt. 2, Jonesboro, AR 72401

LEASE AGREEMENT

STATE OF ARKANSAS – COUNTY OF CRAIGHEAD

THIS AGREEMENT made in multiple copies and entered between **Bridge Street Investments, LLC., 516 Cate Avenue, Jonesboro, Arkansas, 72403** herein designated as Landlord, and **SHJ Concepts, Inc dba Bridge Street Brewery of Jonesboro, Arkansas, 516 Cate Avenue, Jonesboro, Arkansas, 72401** herein designated as Tenant.

WTTNESSETH: That Landlord in consideration of the covenants and agreements to be performed by Tenant and upon the terms and conditions herein after stated does hereby lease, demise, and let unto Tenant the following described space:

Approximately 10,377 square feet referred to as SHJ Concepts, INC. dba Bridge Street Brewery of Jonesboro, 516 Cate Avenue, Jonesboro, AR., 72401 (herein after referred to as the "demised premises").

The said building referred to as the "Building."

TO HAVE AND **TO HOLD** the same for a term of 60 months.

Commencing on April 1, 2025, and ending on April 1, 2030.

By occupying the demised premises the Tenant shall be deemed to have accepted the same as suitable for the purpose herein intended and to have acknowledged that the same comply fully with the Landlord's covenants and obligations hereunder. If this lease is executed before the demised premises become vacant, or if any present tenant or occupant of the premises holds over, and Property Owner cannot acquire possession of the demised premises prior to the date above recited as the commencement date of this lease. Property owner shall not be deemed to be in default hereunder, and Tenant agrees to accept possession of the demised premises at such time as Property Owner is able to tender the same, Property Owner hereby waives payment of rent covering any period prior to the tendering of possession to Tenant hereunder.

1. **RENT.** In consideration of this lease. Tenant promises and agrees to pay Property Owner rent for said premises at the rates as follows:

Year one: $10,000.00 monthly, $120,000.00 per year.

Years two through five: $120,000.00 per year.

One such monthly installment together with a security deposit equal to $10,000.00 shall be payable by Tenant to Landlord in advance, without demand, upon Tenant's Execution of his lease, and a like monthly installment shall be due and payable on or before the first day of each succeeding calendar month during the term hereof. Rent for any fractional month at the beginning or end of the lease term shall be prorated daily. All rent is due in the office of Property Owner on or before the first day of each month. If any installment of rent is not received by Property Owner by the fifth (5th) day of the month. Tenant agrees to pay Property Owner in additional rent, a late charge of $15.00 per day retroactive to the first day of the month. If rent remains unpaid for thirty (30) days, Tenant agrees to pay interest at the rate of 1-1/2% per month on the unpaid balance, including late charges. The security deposit shall be held by Property Owner as security for the performance by Tenant of Tenant's covenant, and obligations under this lease, it being expressly understood that such deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Upon the occurrence of any event of default by Tenant, Landlord may at Landlord's sole option, from time to time, without prejudice to any other remedy, apply such deposit to the extent necessary to any arrearages of rent and any other damage, injury expense, or liability caused to Property Owner by such event of default. Following any such application of the security deposit, Tenant shall pay to Property Owner

on demand the amount so applied to restore the security deposit to its original amount. If Tenant is not then in default hereunder, any remaining balance of such deposit shall be returned by Landlord to Tenant upon termination of lease upon delivery of the demised premises in good condition as hereinafter provided. If Property Owner transfers its interest in the demised premises during the lease term, Property Owner shall assign the security deposit to the transferee and hereafter shall have no further liability for the return of such security deposit.

2. **USE.** The demised premises shall be used and occupied by Tenant as a full-service restaurant, brewery, and private club. Tenant shall not use, or permit to be used, the demised premises for any other purpose. Tenant will not occupy or use, nor permit to be occupied or used any portion of the demised premises for any business or purpose which is unlawful in part or in whole or deemed to be disreputable in any manner, or extra hazardous on account of fire, nor permit anything to be done which will in any way increase the rate of any insurance on the Building or its contents, and in the event that, by reason of acts of Tenant, there shall be any increase in the rate of insurance on the Building or contents created by Tenant's acts or conduct of business then such acts shall be deemed to be an event of default hereunder and Tenant hereby agrees to pay the amount of such increase on demand, and acceptance of such payment shall not constitute a waiver of any of Landlord's rights hereunder. Tenant shall not engage in any use or activity, which violates any provision of Landlord's ground lease of the premises on which the building is located.

3. **LANDLORD'S OBLIGATIONS.** Property owner agrees to furnish Tenant while occupying the demised premises water, hot and cold at those points of supply provided for routine use of tenant of the building. Heat, air, and electric service in the manner and to the extent deemed by Landlord to be standard; but failure to any extent to furnish or any stoppage of these defined services, resulting from causes beyond control of Landlord or from any cause, shall not render Landlord liable in any respect for damages to person, property or business, nor be construed as an eviction of Tenant or work an abatement of rent, nor relieve Tenant from fulfillment of any covenant of agreement hereof. Should any equipment or machinery furnished by Property Owner break down, or for any cause cease to function properly. Property owner shall use reasonable diligence to repair same promptly, but Tenant shall have no claim for rebate of rent or damages on account of any interruptions in service occasioned thereby or resulting there from. Tenant shall pay to Property Owner on demand such charges as Property Owner may prescribe for any electric service required by Tenant for computers and other electrical equipment or other electric service deemed by Property Owner not to be standard. Tenant shall not use excessive amounts of utilities without Landlord's written consent on conditions set by Landlord.

4. **TENANT'S REPAIRS AND ALTERATIONS.** Tenant will not in any manner deface, damage, or injure the building, and will pay the cost of repairing any damage or injury done to the building or any part thereof by Tenant or Tenant's agents, employees, and invitees. Tenant shall throughout the term of this lease take diligent care of the demised premises and keep them free from waste and nuisance of any kind. Tenant agrees to keep the demised premises, including all fixtures installed by Tenant and any plate glass, in good condition and make all necessary repairs. At the end or termination of this lease, Tenant shall deliver up the demised premises with all improvements located thereon, except as provided in this paragraph, in good repair and condition, reasonable wear and tear exempted. Tenant shall not make or allow to be made any alterations or physical additions in or to the demised area without the prior written consent of Property Owner. At the termination of this lease Tenant shall, if Property Owner so elects, remove all alterations, physical additions or improvements erected by Tenant and restore the demised premises to their original condition, otherwise such improvements shall be delivered up to Property Owner with the demised premises. All furniture and moveable trade fixtures installed by Tenant may be removed by Tenant at the termination of this lease if Tenant so elects and shall be removed if Property Owner so elects. All such removals and restoration shall be accomplished in a good skillful manner so as not to damage the building. Tenant has inspected the demised premises and accepts them in their existing condition.

5. **ASSIGNMENT AND SUBLETTING.** Tenant will not assign this lease or allow same to be assigned by operation of law or otherwise or sublet the demised premises or any part thereof without the prior written consent of Property Owner. Property owner shall have the right to transfer and assign, in whole or in part, any of its rights under this lease, and in the building and property referred to herein; and, to the extent that such assignee assumes Landlord's obligations hereunder. Property owner shall by virtue of such assignment be released from such obligations.

6. **MAINTENANCE.** Tenant will maintain the demised premises in a clean and healthful condition, and comply with all laws, ordinances, orders, rules, and regulations (state, federal, municipal, and other agencies or bodies having any jurisdiction thereof) with reference to use, condition, or occupancy of the demised premises.

7. **INDEMNITY.** Property owner shall not be liable for, and Tenant will indemnify and save harmless Property Owner from all fines, suits, claims, demands, and actions of any kind (including attorney's fees) by reason of any negligence, misconduct, or any breach, violation, or non-performance of any covenant hereof on the part of Tenant or Tenant's agents, employees, or invitees. Landlord shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority or other matter beyond the reasonable control of Landlord, or for any damage or inconvenience which may arise through repair or alteration of any part of the Building, or failure to make repairs, or from any cause whatever except Landlord's negligence.

8. **RULES AND REGULATIONS.** Tenant and Tenant's agents, employees, and invitees, will comply fully with all requirements of the rules of the building which are attached and made a part hereof as though fully set out herein. Landlord shall at all times have the right to change such rules and regulations or to amend them in such reasonable manner as may be deemed advisable for safety, care, and cleanliness of the building and for preservation of good order therein, all of which rules and regulations, changes and amendments, will be forwarded to Tenant in writing and shall be carried out and observed by Tenant. Tenant shall further be responsible for the compliance with such rules and regulations by the employees, servants, agents, visitors, and invitees of Tenant

9. **INSPECTION.** Landlord, or its officers, agents, and representatives shall have the right to enter into and upon any and all parts of the demised premise (a) at all reasonable hours to inspect same or clean or make repairs or alteration, or additions as Landlord may deem necessary, or (b) during business hours to show the demised premises to prospective tenants, purchasers or lenders, and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof.

10. **CONDUCT OF BUSINESS.** Tenant will conduct his business, and control his agents, employees, and invitees in such a manner as not to create any nuisance, or interfere with, annoy, or disturb other tenants or Landlord in the management of the Building, Tenant will, during the term of this lease, continually and fully occupy the premises and conduct active business operations therein.

11. **CONDEMNATION.** If the Building or the demised premises shall be taken or condemned in whole or part for public purposes, then the term of this lease shall at the option of Property Owner forthwith cease and terminate.

12. **FIRE AND OTHER CASUALTY.** In the event that the Building should be damaged or destroyed by fire, tornado, or other casualty, landlord may at its option terminate this lease in which event the rent shall be abated during the unexpired portion of this lease effective with the date of such damage, or Landlord may proceed to rebuild and repair the Building and the demised premises whereupon Landlord shall proceed with reasonable diligence to restore the Building to substantially the same condition in which it was immediately prior to the happening of the casualty, except that Landlord shall not be required to rebuild, repair or replace any part of the partitions, fixtures, and other improvement, which may have been placed by Tenant or other tenants within the Building Landlord shall allow Tenant a fair diminution of rent during the time the demised premises are unfit for occupancy. In the event any mortgagee under a deed of trust, security agreement or mortgage on the building should require that the insurance proceeds be used to retire the mortgage debt. Property owner shall have no obligation to rebuild, and this lease shall terminate upon notice to Tenant. Any insurance which may be carried by Landlord or Tenant against loss or damage to the building or to the demised premises shall be for the sole benefit of the party carrying such insurance and under its sole control.

13. **HOLDING OVER.** Should Tenant, or any of its successors in interest, hold over the demised premises, or any part thereof, after the expiration of the terms of this lease unless otherwise agreed in writing, such holding over shall constitute and be construed as a tenancy from month to month only, at a rental equal to the rent paid for the last month of the term of this lease plus fifty percent (50%) of such amount. The inclusion of the preceding sentence shall not be construed as Landlord's consent for the Tenant to hold over.

14. **TAXES ON TENANT'S PROPERTY.** Tenant shall be liable for all taxes levied or assessed against personal property, furniture or fixtures placed by Tenant in the demised premises. If any such taxes for which Tenant are liable are levied or assessed against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property, furniture or fixtures placed by Tenant in the demised premises, and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable hereunder.

15. **INCREASED EXPENSES.** Tenant is quoted a gross lease and shall receive no increased expenses. The term "operating expenses" as used herein, means all direct costs of operation and maintenance of the Building, as determined by standard accounting practices, and includes the following costs by way of illustration but not limitation; ad valorem taxes and assessments and personal property taxes (except those payable by the Tenant under the provisions of this lease), insurance premiums, licenses, permit and inspection fees utility charges, heating and air conditioning expenses, repairs, garbage and waste disposal expenses, salaries, labor, materials and supplies, maintenance contracts management and leasing expenses janitor services and supplies, security and alarm systems, pest control. The term "operating expenses," as used herein, shall not include depreciation on the building or equipment, interest, or capital expenditures.

16. **EVENTS OF DEFAULT.** The following events shall be deemed to be events of default

(a) Tenant shall fail to pay any installment of the rent hereby reserved on or before the 5th of each month.

(b) Tenant shall fail to comply with any term, provision, or covenant of this lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Tenant.

(c) Tenant shall make an assignment for the benefit of creditors.

(d) Tenant shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof; or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder.

(e) A receiver or Trustee shall be appointed for all or substantially all the assets of Tenant

(f) Tenant shall desert or vacate any substantial portion of the demised premises for a period of fifteen (15) days or more.

(g) The assignment by Tenant of all or any part of its property or assets for the benefit of creditors of the levy of execution, attachment or taking of property, assets, or the leasehold interest of Tenant by process of law or otherwise in satisfaction of any judgment, debt, or claim.

17. **REMEDIES.** Upon the occurrence of any event of default specified in Paragraph 16 hereof, Property Owner shall have the Option to pursue any one or more of the following remedies without any Notice or demand whatsoever:

(a) Terminate this lease in which event Tenant shall immediately surrender the demised premise to Landlord and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession and expel or remove Tenant and any other person who may be occupying the demised premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefore; and Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the demised premises on satisfactory terms or otherwise.

(b) Enter upon and take possession of the demised premises and expel or remove Tenant and any other person who may be occupying the demised premises or any part thereof, by force, if necessary, without being liable for prosecution or any claim for damages therefore, said if Landlord so elect relet the demised premises and receive the rent therefore; and Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such reletting and all expenses Landlord may incur in reletting the premises.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies Provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Property Owner hereunder or of any damages occurring to Property Owner by reason of the violation of any of the terms, provisions and covenants herein contained. Landlord's acceptance of rent following an event of default hereunder shall not be construed as Landlord's waiver of such event of default. No waiver by Property Owner of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by Property Owner to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Tenant acknowledges that any payments received by Property Owner while Tenant is in default are accepted with full reservation of all rights hereunder by Property Owner

18. **SURRENDER OF PREMISES.** No act or thing done by the Property Owner or its agents during the term hereby granted shall be deemed an acceptance of a surrender of the demised premises, and no agreement to accept a surrender of the demised premises shall be valid unless the same be made in writing and subscribed by the Property Owner.

19. **ATTORNEY'S FEES.** In case Property Owner brings any act on under this lease or consults with or places said lease or any amount payable by Tenant thereunder with an attorney concerning or for the enforcement of any of Landlord's rights hereunder, then Tenant agrees in each and any such case to pay to Property Owner a reasonable attorney's fee.

20. **RECEIPTS FROM ASSIGNEE OR SUBTENANT.** The receipt by the Landlord of rent from any assignee, subtenant or occupant of the demised premises shall not be deemed a waiver of the covenant in this lease contained against assignment and subletting or an acceptance of the assignee, subtenant or occupant as Tenant or a release of the Tenant from further observance or performance by the Tenant of the covenants in this lease contained, on the part of the Tenant to be observed and performed. No provision of this lease shall be deemed to have been waived by the Property Owner unless such waiver be in writing signed by the Property Owner.

21. **LANDLORD'S LIEN.** Landlord shall have, at all times, a valid security interest to secure payment of all rentals and other sums of money becoming due hereunder from Tenant, and to secure payment of any damage or lose which Landlord may suffer by reason of the breach by Tenant of any covenant, agreement, or condition contained herein, upon all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant presently, or which may hereafter be situated on the demised premises, and all proceeds there from, and such property shall not be removed there from without the consent of Landlord until all arrearages in rent as well as any and all other sums of money then due to Landlord hereunder shall first have been paid and discharged and all the covenants, agreements and conditions hereof have been fully complied with and performed by Tenant. Upon the occurrence of an event of default by Tenant, Landlord may, in addition to any other remedies provided herein enter upon the demised premises and take possession of any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant situated on the premises, without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving Tenant reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, at which sale the Landlord or its assigns may purchase unless otherwise prohibited by law. Unless otherwise provided by law, and without intending to exclude any other manner of giving Tenant reasonable notice, the requirement of reasonable notice shall be met if such notice is given in the manner prescribed in Paragraph 23 of this lease at least ten (10) days before the time of sale. Any sale made pursuant to the provisions hereof shall be deemed to have been a public sale conducted in a commercially reasonable manner if held in the demised premises or where the property is located after the time, place and method of sale and a general description of the types of property to be sold have been advertised in a local daily newspaper for five (5) consecutive days before the date of the sale. The proceeds from any such disposition, less any and all expenses connected with the taking of possession, holding, and selling of the property (including reasonable attorney's fees and legal expenses), shall be applied as a credit against the indebtedness secured by the security interest granted in this paragraph. Any surplus shall be paid to Tenant or as otherwise required by law, and the Tenant shall pay any deficiencies forthwith. Upon request by Landlord, Tenant agrees to execute and deliver to Property Owner a financing statement in form sufficient to perfect the security interest of Property Owner in the aforementioned property and proceeds thereof under the provisions of the Uniform Commercial Code in force in this state. Any statutory lien for rent is not hereby waived, the security interest herein granted being in addition and

supplementary thereto.

22. **QUIET ENJOYMENT.** Landlord represents and covenants that it has full right, power, and authority to make this lease and that Tenant, upon the payment of the rentals and performing the covenants on Tenant's part to be performed hereunder, shall and may peaceably and quietly have, hold arid enjoy the demised premises during the term hereof and any extensions thereof, free from interference or disturbance from Landlord, but subject to the terms and conditions of this lease. Property owner agrees to make reasonable efforts to protect Tenant from interference or disturbance by other tenants or third persons; however. Property owner shall not be liable for any such interference or disturbance, nor shall Tenant be released from any of the obligations of this lease because of such interference or disturbance.

23. **NOTICES.** Each provision of this lease, or of any applicable governmental law's ordinances, regulations, and other requirements with reference to the sending, mailing, or delivery of any notice, or with reference to the making of any payment by Tenant to Landlord, shall be deemed to be complied with when and if the following steps are taken:

(a) All rent and other payments required to be made by Tenant to Landlord shall be received by Property Owner at the address herein below set forth, or at such other address as Property Owner may specify from time to time by written notice delivered in accordance herewith.

(b) Any notice or document required to be delivered hereunder shall be deemed to be delivered when deposited in the United States mail, postage pre-paid, certified, or registered mail, (with or without return receipt requested), addressed to the parties hereto at the respective addresses set out opposite their names below or at such other address as they have theretofore specified by written notice delivered in accordance herewith:

24. **FORCE MAJEURE.** In the event the Landlord shall be delayed, hindered in, or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, unavailability of utility service, restrictive governmental laws or regulations, riots, insurrections the act, the failure to act, or default of another party, war, or any other reason beyond Landlord's control, then performance of such act shall be excused for the period of the delay, and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay.

25. **SEPARABILITY.** If any clause or provision of this lease is illegal, invalid or unenforceable under present or future laws effective during the term of this lease, then and in that event, it is the intention of the parties hereto that the remainder of this lease shall not be affected thereby, and it is also the intention of the parties to this lease that in lieu of each clause or provision of this lease that is illegal, invalid or unenforceable, there be added as a part of this lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

26. **NO PERSONAL LIABILITY.** Anything in this lease to the contrary notwithstanding, Tenant agrees it will look solely to the estate and property of the Landlord in the Building of which the demised premises are a part, for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Landlord, and no other property or assets of the Landlord shall be subject to levy, execution or other procedures for the satisfaction of Tenants remedies.

27. **AMENDMENTS; BINDING EFFECT.** This lease may not be altered, changed, or amended, except by instrument in writing signed by both parties hereto. The terms, provisions, covenants, and conditions contained in this lease shall apply to, insure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided.

28. **GENDER.** Words of any gender used in this lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

29. **CAPTIONS.** The captions contained in this lease are for convenience of reference only, and in no way limit or enlarge the terms and conditions of this lease.

30. **SUBORDINATION.** This lease shall be subject and subordinate at all times to the lien of existing mortgages deeds of trust and financing statements on the demised premises or the building and of mortgages, deeds of trust and financing statements which hereinafter may be made a lien on such property, also any renewal, modification, consolidation, or replacement or extension of any such existing or future mortgages, deeds of trust and financing statements.

31. **MECHANICS LIENS.** In no event shall Tenant allow any mechanics or other lien to exist against the demised premises. Tenant shall discharge or remove any such lien by bonding or otherwise promptly on notice by the Property Owner to do so. No provisions of this lease shell be construed as to constitute Tenant as the agent of or authorized to act for Landlord in doing any repairs, alterations, construction or any other kind of work on the demised premises and any person doing work upon or furnishing materials to or for such work shall look only to Tenant and the Tenant's interest in the demised premises for payment, therefore.

32. **WAIVER OF SUBROGATION.** Landlord and Tenant mutually agree to waive any right of subrogation which they may have against one another for any losses paid to them on any insurance policy or policies continued or in Connection with the demised premises or the building to the extent permitted by the terms of such policy or policies.

33. **RELOCATION.** If the Landlord should have need of the demised premises during the term of this lease, it is understood and agreed that the Landlord, at the Landlord's expense, may relocate the Tenant elsewhere in the building. In the event of such relocation the premises provided the Tenant shall be finished out in a condition reasonably comparable with the original space.

34. **RECORDING.** This lease shall not be recorded without Landlord's written consent.

WITNESS, the signature of the parties hereto in multiple copies, this 1st day of

April, AD 2025.

TENANT: Davy Carter

By: _____

President

SHJ Concepts dba Bridge Street Brewery of Jonesboro

LANDLORD:

By: _____

Bridge Street Investments, LLC

STATE OF ARKANSAS

SECRETARY OF STATE

Cole Jester
ARKANSAS SECRETARY OF STATE

To All to Whom These Presents Shall Come, Greetings:

I, Cole Jester, Arkansas Secretary of State of Arkansas, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

Application for Fictitious Name

of

BRIDGE STREET BREWERY OF JONESBORO

for

SHJ CONCEPTS

filed in this office
May 06, 2025

In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 6th day of May 2025.

Cole Jester
Secretary of State

Online Certificate Authorization Code: 854964682b6b4a1ff42
To verify the Authorization Code, visit sos.arkansas.gov

FILED - Arkansas Secretary of State - Cole Jester - Doc#: 19618116001 - Filing#: 811245102 - Filed On: 5/6/2025 - Page(s): 1

App. for Fictitious Name for Domestic Nonprofit

Filing Information

Entity File Number: 811245102
Alt Entity Type: DomNonProfitNewCode
Entity Name: SHJ CONCEPTS
Fictitious Name: BRIDGE STREET BREWERY OF JONESBORO
File Date: 2025-05-06 15:58:48
Alt Tax Type: NonProfitCorporation
Filing Signature: JASON WILLETT

The character of the business being, or to be conducted under such fictitious name:
MicroBrewery-Restuarant Private Club

Principal

Address 1: 516 CATE AVENUE
City: JONESBORO
State: AR
Zip: 72401
Country: USA

Bridge Street Brewery

Shared Plates

BLIND TIGER SALSA
Fresh tortilla chips *8*

POTSTICKERS
choice of:
chicken teriyaki | kale & vegetable
Served with jala mango dipping sauce *10*

CRAZY CAULIFLOWER BITES
Roasted cauliflower, carrots,
buffalo sauce, ranch *10*

ROSADA WHIPPED FETA
Chips, cauliflower, edamame,
fried jalapeños, carrot sticks,
cucumber sticks, green onions,
pistachios, sesame seeds *12*

CHICKEN FUNDIDO QUESADILLAS
Smoked chicken, brisket queso, cheddar,
mushroom & onion piperade, salsa, crema *15*

OVEN-BAKED BRISKET QUESO
Fresh tortilla chips *11*

SMOKED WANGS
1 lbs of smoked wings, carrots *16*
choice of:
house buffalo | prohibition secret sauce
street core sauce | nashville hot sauce

SHRIMP LETTUCE WRAP
Blackened shrimp, lettuce, onion sticks,
pickled onions, pickled carrots,
prohibition secret sauce *16*

PORK BAO BUNS
Smoked pork belly, quick pickled cucumbers,
green onions, prohibition secret sauce,
side of quick pickled cucumbers *13*

PORK BELLY BURNT ENDS
Pork belly burnt ends, quick pickled
cucumbers, pickled carrots, street core
sauce, sesame seeds *14*

VERDE SMOKED PORK NACHOS
Pork, brisket queso, fried jalapeños,
green onions,street core sauce,
aji verde sauce *15*

HUNTSVILLE PORK CHILI CHEESE FRIES
Huntsville pork chili, cheese, fries,
crema, green onions *12*



Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of food borne illness.

Entrees

PORK BELLY & CAULIFLOWER BOWL
Pork belly, roasted cauliflower,
roasted edamame, crispy potatoes, lettuce,
green onions, blind tiger salsa,
street core sauce, sesame seeds *18*

FUNDIDO BRISKET BOWL
Sliced smoked brisket, brisket queso,
crispy potatoes, blind tiger salsa,
green onions, street core sauce,
sesame seeds *18*

GINGER SCALLION NOODLES
Pork belly, blackened shrimp, bacon dashi,
fuku noodles, bok choy, quick pickled cucumbers,
scallions, pickled onions, sambal,
sesame seeds *19*

HOMEMADE MEATBALLS & SPAGHETTI
homemade meatballs,spaghetti sauce, pasta,
parmesan, garlic bread *18*

STREETCORE PORK BELLY TACOS
Corn tortilla, pork belly, cheese, slaw,
street core sauce *14*
sub: chicken +2 | brisket +6 | turkey +4

SMASHED POTATO
Queso, cheddar, green onions, crema, butter,
gypsy seasoning *14*
add-on: bacon 2 | pork 3 | pork belly 4
huntsville pork chili 4 | turkey 4
chicken 4 | brisket 6

BEEF SKEWER
Beef skewer, couscous blend,
malaysian flatbreads, grilled tomato *16*

MOTA'S CHICKEN TIKKA
Grilled indian spiced chicken, couscous blend,
malaysian flatbreads, grilled tomato *16*

Soups and Salads

GREEK GODDESS SALAD
Couscous blend, cheddar, greens blueberries,
strawberries, tomato, pickled onions, pickled
carrots, chow chow, green goddess dressing *14*

CAULIFLOWER & EDAMAME SALAD
Roasted cauliflower & edamame, greens,
onion sticks, tallulah gremolata,
simple lime vinaigrette, parmesan,
sesame seeds *14*

BLACKENED SHRIMP BOK CHOY SALAD
Blackened shrimp, couscous blend, greens,
bok choy, roasted edamame, onion sticks,
aji verde, simple lime vinaigrette, parmesan *17*

JOSEPHINE'S CAESAR SALAD
Smoked chicken, greens, onion sticks,
caesar dressing, parmesan,
cornbread croutons *16*

HUNTSVILLE STYLE PORK CHILI
Cup *7* | Bowl *12*

BRUNSWICK STEW
Classic southern-style stew with smoked meats &
vegetables, sweet cornbread. savory yet sweet
Cup *7* | Bowl *12*

Handhelds

served with parmesan fries
sub: wrap | lettuce wrap | gluten free bread +2

BBQ TOFU BAHN MI
Marinated BBQ tofu, fresh herbs, pickled carrots, chow chow, tallulah gremolata, street core sauce *14*

SMOKED BRISKET SANDWICH
Sliced smoked brisket, smoked gouda, mushroom & onion piperade, quick pickled cucumbers, garlic butter, bacon dashi, buttermilk ranch, prohibition secret sauce *17*

PROHIBITION BURGER
Short rib & brisket grind, cheddar, lettuce, tomato, quick pickled cucumbers, pickled onions, garlic butter, mayo, ketchup *18*

PROHIBITION BEYOND BURGER
prohibition beyond burger, cheddar, lettuce, tomato, quick pickled cucumbers, pickled onions, garlic butter, mayo, ketchup *20*

GRAND SLAM BURGER
double short rib & brisket grind, conecuh sausage, pork belly, brisket, cheddar, street core sauce *25*

GYPSY DOG CHICKEN SANDWICH
Smoked chicken, bacon, smoked gouda, parmesan, pickled onions, garlic butter, prohibition secret sauce, buttermilk ranch *14*

CHILI CHEESE AND SLAW DOG
Crispy conecuh sausage, homemade huntsville style pork BBQ chili, cheese, coconut slaw, streetcore *15*

UP IN THE CLUB
Smoked turkey, bacon, cheddar, lettuce, tomato, aji verde *14*

NASHVILLE HOT CHICKEN SANDWICH
Chicken fried crispy, coconut slaw, quick pickled cucumbers, nashville hot chicken sauce, brioche bun *15*

PHILLY CHEESESTEAK
Choice of: **shredded chicken or steak**
peppers, onions and mushrooms, provolone, hoagie roll *14*

HOMEMADE MEATBALL SUB
homemade meatballs, marinara, cheese, hoagie roll *15*

SIDE SUBSTITUTIONS
Sweet Potato Tots *+3*
Side House Salad *+4*
Side Caesar Salad *+4*
Side of Stew *+5*
Crispy Potatoes *+3*

Sides

PARMESAN FRIES 5
COCONUT SLAW 4
SWEET CORN BREAD & LOCAL JAM 5
SWEET POTATO TOTS 6
CRISPY POTATOES WITH AJI VERDE 5
CAESAR SALAD 5
HOUSE SALAD 5
cucumbers, tomatoes, croutons, parm

Kids

served with fries & Cheese-its

CHICKEN NUGGETS 8
GRILLED CHEESE 8
KIDS BURGER 8
CHEESE QUESADILLA 8

Dessert

CHEF'S CAKE
Rotation of cakes *9*

PROHIBITION BREAD PUDDING
Topped with seasonal jam and whipped cream *9*

A 20% gratuity will be added for parties of six or more.

FOLLOW US
& tag us in your photos!
@bridgestreetbrewery

2025.1.25

Mail body: Bridge Street Brewery Photos

Sent from my iPad

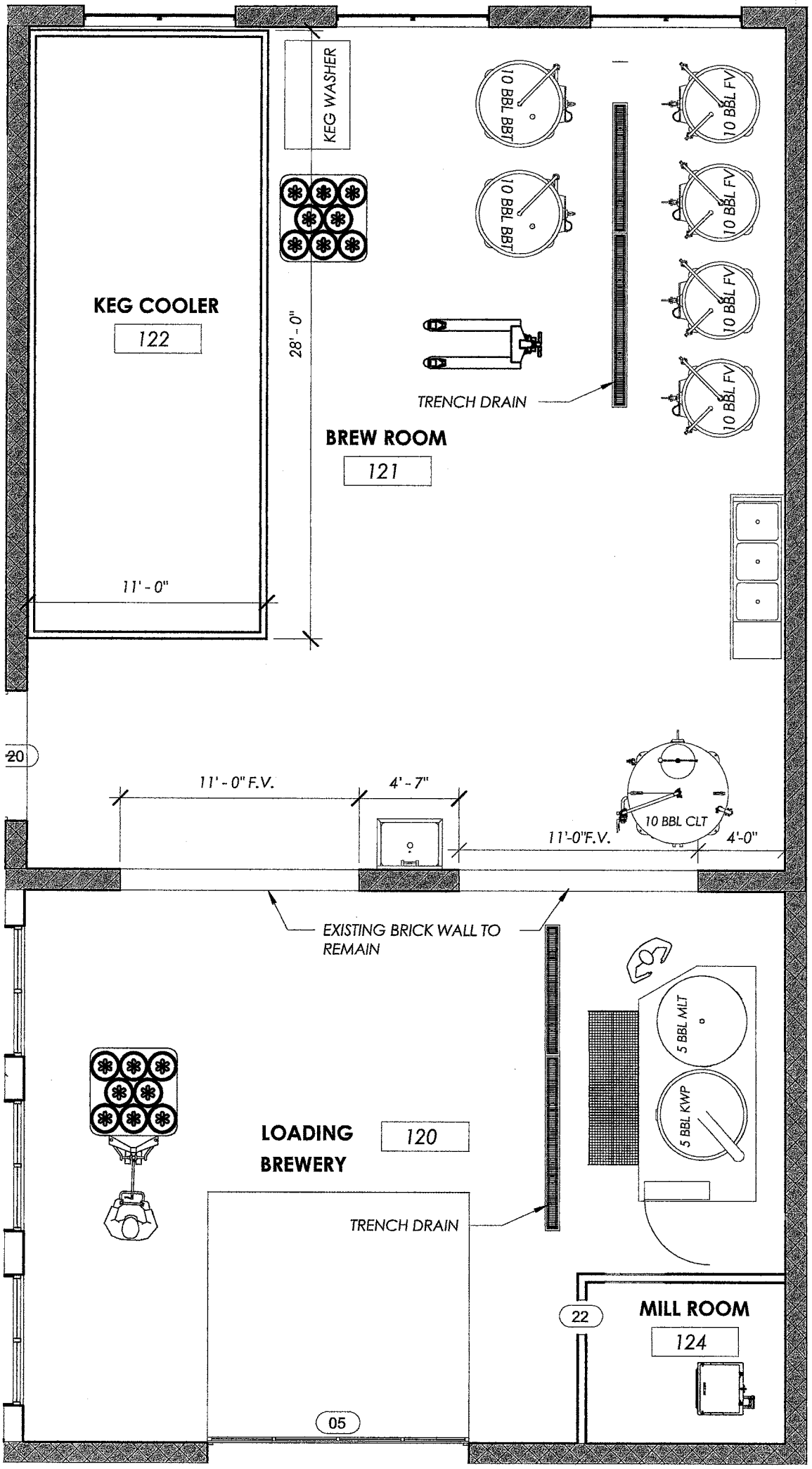
Begin forwarded message:

From: Jason Willett <jasonwillett@icloud.com>
Date: July 28, 2025 at 3:06:28 PM CDT
To: Jason Willett <jason@willettgroup.com>
Subject: Bridge Street Brewery Photos



STOP

Sent from my iPhone


KEG WASHER
10 BBL BBT
10 BBL BBT
10 BBL FV
10 BBL FV
10 BBL FV
10 BBL FV
KEG COOLER
122
28' - 0"
TRENCH DRAIN
BREW ROOM
121
11' - 0"
20
11' - 0" F.V.
4' - 7"
10 BBL CLT
11'-0"F.V.
4'-0"
EXISTING BRICK WALL TO REMAIN
5 BBL MLT
5 BBL KWP
LOADING
BREWERY
120
TRENCH DRAIN
22
MILL ROOM
124
05

OFFICIAL RECEIPT

Receipt Date 07/30/2025 03:51 PM
Receipt Print Date 07/30/2025

Receipt # 00264344
Batch # 00030.07.2025

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	250.00
Detail:	
01-134-0517-00	
Alcohol Application Fee 516 C	
ate Ave	250.00
Total	250.00

Payment Information:

Check	110014	250.00
Change		0.00

Bridge Street Brewery
Customer #: 000000

,

Cashier: tmmoss
Station: COLLECTIONSWIND

OFFICIAL RECEIPT

Receipt Date 07/31/2025 08:37 AM
Receipt Print Date 07/31/2025

Receipt # 00264374
Batch # 00131.07.2025

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 116.35

Detail:
01-000-0150-00
Proof of Publication 116.35

Total 116.35

Payment Information:
Credit Car 8210 116.35
Change 0.00

SHJ Concepts
Customer #: 000000
dba Bridge Street Brewery

,

Cashier: ALCooksey
Station: ALCOOKSEY

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

07/31/25 8:36 AM

TERM ID: *****705 ***1
MANUAL KEYED
CARD TYPE: MASTERCARD
ACCT #: **********8210

CREDIT SALE

REF #: 614816101 TRAN #: 2115
AUTH #: 916173
AVS: Z

DESCRIPTION: _____

AMOUNT USD $116.35

APPROVED

X_____

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

MERCHANT COPY

Text File

File Number: ORD-25:026

Agenda Date: **Version:** 1 **Status:** Third Reading

In Control: City Council **File Type:** Ordinance

AN ORDINANCE FOR THE APPROVAL OF A PRIVATE CLUB PERMIT FOR SLATE ASSOCIATION DBA ROCK N ROLL SUSHI

WHEREAS, Slate Association DBA Rock N Roll Sushi has applied for a private club permit to be located at 2411 Race Street, Suite A, Jonesboro, Arkansas; and

WHEREAS, Slate Association DBA Rock N Roll Sushi desires to receive approval for a private club to be located at 2411 Race Street, Suite A, Jonesboro, Arkansas; and

WHEREAS, all applicable laws, rules and regulations have been complied with in presenting this Ordinance to the City Council.

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

Slate Association DBA Rock N Roll Sushi's application for a private club permit is hereby approved and it shall be and is entitled to apply to the Alcoholic Beverage Control Division of Arkansas for a private club license or permit to be located at 2411 Race Street, Suite A, Jonesboro, Arkansas.

City of Jonesboro
Private Club Review and Conditions Form

Date 7-9-25 Non-Profit Corp. Slate Association

Address 500 Elm

Applicant on Behalf of Club Sidney F. Duty

Home Address 500 Elm Jonesboro, AR 72401

Business Name Rock N Roll Sushi

Business Address 2411 Race St

City of Jonesboro official use below this:

Police Department: Copy of membership list Yes ✓ No _____
Has any member been convicted of a felony? Yes _____ No ✓
If yes, How many years since conviction? _____
Has Non-Profit complied with City of Jonesboro laws? Yes ✓ No _____

Comments: _____

Approve? Yes ✓ No _____ Signature Chief of Police Rick Elliott

Planning and Zoning Department:

Type of Private Club: Restaurant ✓ Hotel/Motel _____
Hours of Operation? _____
Copy of menu for food service? Yes _____ No ✓
Zoning C-3

Approve? Yes ✓ No _____ Signature Planning Director _____

City Clerk:
Date received 7-9-25 AR
Date entered in Legistar _____

City Council Action
Approve _____ Deny _____

BAKER FIRM, P.A.

Zac Baker, J.D., CPA, MBA
zbaker@jonesborocpalawyer.com

Law and Accounting
110 W. Huntington Ave., Suite A
Jonesboro, AR 72401

p: (870) 203-0075
www.jonesborocpalawyer.com

July 8, 2025

VIA HAND DELIVERY

Chief of Police
Jonesboro Police Department
1001 S. Caraway Road
Jonesboro, AR 72401

Re: Slate Association - Private Club Permit Application

Dear Chief Elliott:

Please find enclosed the following documents regarding the above-referenced matter:

1. Application for Private Club Permit;
2. Schedule A – Individual's Personal History;
3. An Authority to Release Information for Each Board Member (3);
4. The Original Arkansas Criminal History Report for the Applicant;
5. A copy of the entity's lease agreement; and
6. The organization's member list, in alphabetical order.

All of these documents have been executed where required and notarized.

Also enclosed is a check made payable to the City of Jonesboro in the amount of Two Hundred Fifty and 00/100 Dollars ($250.00) for the application fee.

If you have any questions or concerns, or require any additional information or documentation, then please do not hesitate to contact me. Thank you.

Sincerely,

Zac Baker

Enclosures

CITY OF JONESBORO

APPLICATION FOR PRIVATE CLUB PERMIT

We hereby make an application for a permit to serve alcoholic beverages on our premises to the club's adult members, members of their families over the age of 21, and duly qualified guests.

Slate Association — [redacted]
Non-Profit Corporation — FEIN #

APPLICANT ON BEHALF OF CLUB: Sidney (First) Fitz (Middle) Duty (Last)

HOME ADDRESS: 500 Elm Ave (Street) Jonesboro (City) 72401 (Zip) Craighead (County)

BUSINESS NAME: Rock N Roll Sushi

BUSINESS ADDRESS: 2411 Race St Suite A (Street) Jonesboro (City) 72401 (Zip) Craighead (County)

Does the club own the premises? no If leased, give name and address of owner:

Prattco Gora + Carroll ~~Caldwell~~ Caldwell (Fair Park Crossing, LLC) 2505 Southwest Square Jonesboro AR 72401

Is your establishment primarily engaged in the business of serving food for consumption on the premises?

Yes

If the answer to the above question is no, then what type of business will you be engaged in on the premises? Please list all activities to be offered.

Does anyone now hold an alcoholic beverage permit at this location? no If so, give name, address and permit no(s).

Give names and addresses of all officers/directors of the non-profit organization:

NAME	TITLE	ADDRESS
Sidney Duty	Director	500 Elm Ave Jonesboro AR 72401
Aaron Duty	Director	500 Elm Ave Jonesboro AR 72401
Cody McPherson	Director	214 Gulley Dr Brookland AR 72417

Has any member of the club's board of directors or other governing body, or any club officer, been under the sentence, whether suspended or otherwise, of any court for the conviction of a felony within two (2) years preceding the date of this application? YES (NO) ***If yes, please explain -***

Signed this 24 day of March, 2025.

Sidney Duty
Signature of Applicant/Managing Agent

Owner
Official Title

Subscribed and sworn to before me this 24th day of March, 2025.

Notary Public

My Commission Expires: 12-6-34:

CHAD SHURLEY
MY COMMISSION EXPIRES
12-06-2034
NOTARY PUBLIC
COMM. # 00004232
CRAIGHEAD COUNTY - ARKANSAS

SCHEDULE A – INDIVIDUAL'S PERSONAL HISTORY

I submit answers to the following questions under oath:

1. Name Sidney Fritz Duty Sex [redacted] Date of Birth [redacted]

2. Home Address 500 Elm Ave Jonesboro 72401 Phone No. 972-832-1875
   Street City Zip

3. Are you a person of good moral character and reputation in your community? Yes

4. Are you a **(CITIZEN)** or **(PERMANENT RESIDENT ALIEN)** of the United States? **CIRCLE ONE**
   Social Security No. [redacted] Green Card No. _____

5. Are you a resident of Craighead county? Yes

   If not, do you live within 35 miles of the premises to be permitted? _____

6. Have you ever been convicted of a felony? **YES** _____ **NO** ✓ If so, give full information
   _____
   _____

7. Have you been convicted of any violation of any law relating to alcoholic beverages within the five (5) years preceeding this application? YES (NO) If so, give full information. _____
   _____

8. Have you had any alcoholic beverage permit issued to you revoked within the five (5) years preceeding this application? **YES** _____ **NO** ✓ If so, give full information _____
   _____

9. Do you presently hold or have you ever held an alcoholic beverage permit(s)? NO If so, give name, place, and permit number(s)
   _____

10. Have you applied and been refused a permit at the applied for location within the last 12 months? NO
    If so, give full information _____
    _____

11. Marital Status: Single ( ) (Married ( )) Divorced ( ) Separated ( ) Other ( )

12. Furnish complete information regarding members of immediate family:

Relationship	Full Name	Address	Occupation
Husband	Aaron Duty	500 Elm Ave Jonesboro AR 72401	Self employed
Mom	Brenda Beaver	4980 Letona Rd Searcy AR 72143	Self employed

(a) Are any of the above to be connected with the operation of the outlet? yes

(b) If so, who and in what capacity? Aaron Duty - Mgmt

13. Give your home address (city or town) and dates at each for the past five (5) years:
500 Elm Ave Jonesboro Ar 72401 DCC 2020 - current

14. Covering the past five (5) years, give in detail the following:

Your Business or Occupation	Name & Address of Employer	Dates of Employment
Self employed - Owner Fox's Pizza Den + 2 Crumbl franchises		Feb 2022 - current
PTA at NEA Baptist	Oct ~~202~~ 2019 - Feb 2022 → NEA Baptist Hospital Jonesboro Ar	

I hereby state on oath that I will not violate any law of this State or any regulation of the Alcoholic Beverage Control Division, nor will any agent or employee be allowed to violate any law or regulation. It is hereby consented that the licensed premises and its books and records shall be open at all times to all law enforcement officials without warrant or other legal process.

Sidney Duty
Applicant's Signature

STATE OF ARKANSAS

COUNTY OF craighead

Sidney Duty, being first duly sworn on oath deposes and says that he/she has read each of the questions to which he/she has made answer, and that his/her said answers in each instance are true and correct.

Subscribed and sworn to before me this 24 day of March.

Notary Public

My Commission Expires: 12/6/34:

CHAD SHURLEY
MY COMMISSION EXPIRES 12-06-2034
NOTARY PUBLIC
COMM. # 00004232
CRAIGHEAD COUNTY - ARKANSAS

AUTHORITY TO RELEASE INFORMATION

Application filled by Applicant -A, Stockholder/Partner - S : A

TO WHOM IT MAY CONCERN:

I understand that the City of Jonesboro will conduct an investigation before a final decision this alcoholic beverage permit. This investigation may include inquiries as to my character, reputation, and the location and feasibility of a permit being issued at the applied for location.

To facilitate this investigation, I do hereby give my consent and authority for any public utility or police agency to furnish information from their records to the City of Jonesboro.

Sidney Fritz Duty
Signature – Full Name

3/17/2025
Date

500 Elm Ave
Home Address

Jonesboro AR 72401
City State Zip

500 Elm Ave
Mailing Address

Jonesboro AR 72401
City State Zip

972-832-1875
Contact Phone Business Phone

Sidney.Fritz17@gmail.com
Email Address

Subscribed and sworn to before me this 24 day of March, 2025.

Notary Public

My Commission Expires: 12/6/34:

CHAD SHURLEY
MY COMMISSION EXPIRES
12-06-2034
NOTARY PUBLIC
COMM. # 00004232
CRAIGHEAD COUNTY - ARKANSAS

AUTHORITY TO RELEASE INFORMATION

Application filled by Applicant -A, Stockholder/Partner - $: _____

TO WHOM IT MAY CONCERN:

I understand that the City of Jonesboro will conduct an investigation before a final decision this alcoholic beverage permit. This investigation may include inquiries as to my character, reputation, and the location and feasibility of a permit being issued at the applied for location.

To facilitate this investigation, I do hereby give my consent and authority for any public utility or police agency to furnish information from their records to the City of Jonesboro.

Cody McPherson
Signature – Full Name

6/11/25
Date

214 Gulley Drive
Home Address

Brookland | AR | 72417
City | State | Zip

214 Gulley Drive
Mailing Address

Brookland | AR | 72417
City | State | Zip

501-650-0993
Contact Phone | Business Phone

cmcpherson23@yahoo.com
Email Address

Subscribed and sworn to before me this 11 day of June, 2025.

Notary Public

My Commission Expires: 12/4/34 :

CHAD SHURLEY
MY COMMISSION EXPIRES
12-04-2034
NOTARY PUBLIC
COMM. #00004232
CRAIGHEAD COUNTY - ARKANSAS

AUTHORITY TO RELEASE INFORMATION

Application filled by Applicant -A, Stockholder/Partner - S : _____

TO WHOM IT MAY CONCERN:

I understand that the City of Jonesboro will conduct an investigation before a final decision this alcoholic beverage permit. This investigation may include inquiries as to my character, reputation, and the location and feasibility of a permit being issued at the applied for location.

To facilitate this investigation, I do hereby give my consent and authority for any public utility or police agency to furnish information from their records to the City of Jonesboro.

Alamon Duty
Signature – Full Name

6/11/2025
Date

500 Elm Ave
Home Address

Jonesboro AR 72401
City State Zip

500 Elm Ave
Mailing Address

Jonesboro AR 72401
City State Zip

870-565-2388
Contact Phone Business Phone

as_duty@gmail.com
Email Address

Subscribed and sworn to before me this 11 day of June, 2025.

Notary Public

My Commission Expires: 12/6/34

CHAD SHURLEY
NOTARY PUBLIC
COMMISSION EXPIRES 12-06-2034
COMM. # 00004292
CRAIGHEAD COUNTY - ARKANSAS

ARKANSAS STATE POLICE

Arkansas Criminal History Report

This report is based on a name search. There is no guarantee that it relates to the person you are interested in without fingerprint verification. This report includes a check of Arkansas files only. Inquiries into FBI files are not permitted for non-criminal justice or employment purposes without specific statutory authority.

Subject of Record

Last: **Duty** First: **Sidney** Middle: **Fritz**

Date of Birth: [redacted] Sex: [redacted] Race: [redacted]

Social Security Number: [redacted] *(not verified, supplied at time of request)*

Home/Mailing Address: **500 Elm Ave Jonesboro, AR 72401**

State of Arkansas Arkansas State Police Identification Bureau

- NO CRIMINAL HISTORY FOUND FOR THIS SUBJECT -

Requestor Information

Transaction Number: **ABC004589426**

Date: **06/23/2025** Agency Reporting: **Arkansas State Police**

Purpose: **ABC Mandated pursuant to Arkansas Code §3-2-103 regarding applicants for alcohol permits issued by the Alcoholic Beverage Control Division.**

Released To: **Alice Ford On Behalf of Alcoholic Beverage Control**

Representing: **Alcoholic Beverage Control**

Mailing Address: **101 East Capitol, Suite 401 Little Rock, AR 72201**

This Arkansas criminal history record report should only be used for the purpose that it was requested. A request that is posed for a different purpose may result in more or less information being reported.

This report does not preclude the possible existence of additional records on this person which may not have been reported to the State Identification Bureau and Central Repository. Changes in a criminal history record can occur at any time due to new arrests and/or ongoing legal proceedings.

This Arkansas criminal background check report is for non-criminal justice purposes and may only reflect if a person has any Arkansas felony and misdemeanor conviction(s), any Arkansas felony arrest that occurred in the last five (5) years that has not been to court and whether the person is a registered sex offender or required to register as a sex offender. Juvenile arrest and/or court information will not be released on this report.

Docusign Envelope ID: 561E608F-E36C-42D0-AF83-7E11136A988D

SUBLEASE AGREEMENT

This Sublease Agreement ("Sublease") is made this 16th day of May, 2025, by and between **C & A Holdings Jboro, LLC**, an Arkansas limited liability company, with a principal business address at 216 Gulley Dr., Brookland, AR 72417 ("Sublessor"), and **Slate Association**, an Arkansas nonprofit corporation, with its principal place of business at 2411 Race Street, Suite A, Jonesboro, Arkansas 72401 ("Sublessee").

1. Premises

Sublessor hereby subleases to Sublessee, and Sublessee hereby rents from Sublessor, the premises located at **2411 Race Street, Suite A, Jonesboro, Arkansas 72401**, consisting of approximately **1,639 square feet**, together with all improvements and fixtures therein (the "Premises").

2. Term

The term of this Sublease shall commence on May 16, 2025, and run concurrent with the master lease with options to renew.

3. Use of Premises

Sublessee shall use the Premises exclusively for the operation of a restaurant, including but not limited to the sale of food and beverages, including alcoholic beverages subject to proper licensure by the Arkansas Alcoholic Beverage Control Board. Sublessee agrees to maintain compliance with all applicable state and local laws, and any rules of the Arkansas ABC Board.

4. Rent

Sublessee shall pay to Sublessor rent in the amount of **$5,000.00 per month** for years 1-5 and **$5,250.00 per month** for years 6-10, payable on or before the 5th of each month. Rent shall be paid to:

C & A Holdings Jboro, LLC
216 Gulley Dr.
Brookland, AR 72417

5. Acceptance of Premises

Sublessee acknowledges that it has inspected the Premises and accepts them in their current "AS IS" condition.

6. Compliance with Master Lease

This Sublease is subject to all terms and conditions of the Master Lease between Fair Park Crossing, LLC and Sublessor dated February 1, 2025. Sublessee agrees to assume and be bound

Docusign Envelope ID: 561E608F-E36C-42D0-AF83-7E11136A988D

by all applicable obligations of Sublessor under the Master Lease, except for payment of rent to Lessor. Sublessee shall not do anything which would constitute a breach of the Master Lease.

7. Insurance

Sublessee shall maintain public liability insurance in the amount of at least $1,000,000 per occurrence, naming both Sublessor and Lessor as additional insureds.

8. Alterations

Sublessee shall not make any structural alterations without prior written consent of Sublessor and Lessor. All alterations must comply with local codes and ABC regulations.

9. Liquor License Purpose

This Sublease is being executed for the purpose of facilitating Sublessee's application for a liquor license from the Arkansas Alcoholic Beverage Control Board. Sublessor acknowledges and consents to Sublessee's application and use of the Premises for the lawful sale and service of alcohol under a nonprofit permit.

10. Default

In the event of default by Sublessee, Sublessor may terminate this Sublease upon written notice and pursue all remedies available under Arkansas law.

11. Consent by Lessor

This Sublease is contingent upon the written consent of Fair Park Crossing, LLC, the Lessor under the Master Lease. Sublessor shall be responsible for obtaining such consent and attaching it as **Exhibit A.**

12. Miscellaneous

- **Governing Law**: This agreement shall be governed by the laws of the State of Arkansas.
- **Entire Agreement**: This Sublease contains the entire agreement between the parties.
- **Notices**: All notices shall be sent by certified mail to the addresses listed above.

Sublessor:
C & A Holdings Jboro, LLC
By: _____ Aaron Duty 5/16/2025
Name: Aaron Duty
Title: Managing Member

Docusign Envelope ID: 561E608F-E36C-42D0-AF83-7E11136A988D

Sublessee:
Slate Association
By: Aaron Duty 5/16/2025
Name: Aaron Duty
Title: Managing Member

Docusign Envelope ID: 561E608F-E36C-42D0-AF83-7E11136A988D

Exhibit A

Lessor Consent to Sublease

This Lessor Consent ("Consent") is attached to and made part of that certain **Sublease Agreement** dated May 16, 2025 (the "Sublease"), by and between **C & A Holdings Jboro, LLC**, as Sublessor, and **Slate Association**, an Arkansas nonprofit corporation, as Sublessee, for the Premises located at **2411 Race Street, Suite A, Jonesboro, Arkansas 72401.**

The undersigned, **Fair Park Crossing, LLC**, as Landlord under that certain Lease Agreement dated February 1, 2025 (the "Master Lease"), by and between Fair Park Crossing, LLC ("Lessor") and C & A Holdings Jboro, LLC ("Lessee"), hereby:

1. **Acknowledges and consents** to the Sublease of the Premises by Lessee to Sublessee.
2. **Agrees** that the Sublease does not constitute a default under the Master Lease, provided Sublessor and Sublessee comply with its terms.
3. **Acknowledges** that Sublessee shall have the right to operate the Premises, including the sale and service of alcoholic beverages upon approval of a license by the Arkansas Alcoholic Beverage Control Board, and use the Premises in accordance with the Sublease and applicable law.
4. **Confirms** that Lessor has received a fully executed copy of the Sublease.

Nothing herein shall be construed as a modification of the Master Lease, and all terms and conditions therein remain in full force and effect.

LESSOR:
Fair Park Crossing, LLC

By: _____
Name: Prateek Gera
Title: Member

Date: 5/16/2025

Sublessor:
C & A Holdings Jboro, LLC
By: _____ Aaron Duty 5/16/2025
Name: Aaron Duty
Title: Managing Member

Sublessee:
Slate Association
By: _____ Aaron Duty 5/16/2025
Name: Aaron Duty
Title: Managing Member

Docusign Envelope ID: 561E608F-E36C-42D0-AF83-7E11136A988D

docusign

Certificate Of Completion

Envelope Id: 561E608F-E36C-42D0-AF83-7E11136A988D
Status: Completed
Subject: 2411 Race St, Suite A - Sublease
Source Envelope:
Document Pages: 5
Signatures: 5
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Aaron Duty
aduty@mcdonaldins.net
IP Address: 173.218.151.81

Record Tracking

Status: Original
5/16/2025 10:05:21 AM
Holder: Aaron Duty
aduty@mcdonaldins.net
Location: DocuSign

Signer Events	Signature	Timestamp
Aaron Duty aduty@mcdonaldins.net Owner C & A Holdings HS LLC Security Level: Email, Account Authentication (None)	Aaron Duty Signature Adoption: Pre-selected Style Using IP Address: 173.218.151.81	Sent: 5/16/2025 10:09:40 AM Viewed: 5/16/2025 10:09:50 AM Signed: 5/16/2025 10:09:59 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Prateek Gera prateekgera93@yahoo.com President Security Level: Email, Account Authentication (None)	Prateek Gera Signature Adoption: Drawn on Device Using IP Address: 67.231.42.4 Signed using mobile	Sent: 5/16/2025 10:09:40 AM Viewed: 5/16/2025 10:25:09 AM Signed: 5/16/2025 10:25:58 AM
Electronic Record and Signature Disclosure: Accepted: 5/16/2025 10:25:09 AM ID: 346067ae-2bbd-4d7d-8f33-d91d6e660381		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/16/2025 10:09:40 AM
Certified Delivered	Security Checked	5/16/2025 10:25:09 AM
Signing Complete	Security Checked	5/16/2025 10:25:58 AM
Completed	Security Checked	5/16/2025 10:25:58 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, High Street Insurance (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact High Street Insurance:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: mvigil@highstreetpartners.com

To advise High Street Insurance of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mvigil@highstreetpartners.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from High Street Insurance

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mvigil@highstreetpartners.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with High Street Insurance

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to mvigil@highstreetpartners.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify High Street Insurance as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by High Street Insurance during the course of your relationship with High Street Insurance.

Rock & Roll Sushi – Member List

No.	Last Name	First Name	Address
1	Agudelo	Hannah	920 Park Ave, Jonesboro, AR 72401
2	Bailey	Mark	229 Greene 767 Rd., Paragould, AR 72450
3	Baker	Darby	4805 Prospector Dr, Jonesboro, AR 72405
4	Barrett	Stephen	480 Greene 333 Rd, Jonesboro, AR 72401
5	Beaugez	Neely	19 39th St, Gulfport,MS 39507
6	Beaver	Rick	1480 Letona Rd, Searcy, AR 72143
7	Becker	Kristie	1203 Terrace Ct, Jonesboro, AR 72401
8	Besharse	John	321 Crestfield Dr, Jonesboro, AR 72404
9	Blackshare	Rachael	2664 Clayburne Dr, Jonesboro, AR 72405
10	Blankenship	Luke	848 Greene 707 Road, Paragould, AR
11	Brown	Colton	5507 Cordova Ln., Jonesboro, AR 72404
12	Buchan	Brayden	110 Reinhart Lane, Manila, AR 72442
13	Buhrmester	Diana	203 Hall St., Bay, AR 72411
14	Buhrmester	Skip	203 Hall St., Bay, AR 72411
15	Burcham	Terry	2916 Ridgepointe Dr., Jonesboro, AR 72404
16	Burcham	Tarah	2916 Ridgepointe Dr., Jonesboro, AR 72404
17	Butler	Brandon	2006 Westwood Dr., Jonesboro, AR 72401
18	Butler	Logan	5739 Brookshire Dr., Jonesboro, AR 72401
19	Carmer	Zac	1002 Brown St., Bay, AR 72411
20	Carmer	Hannah	1002 Brown St., Bay, AR 72411
21	Carner	Sydney	110 Logan St., Brookland, AR 72417
22	Casebier	Skyler	15995 Hwy 214 E., Harrisburg, AR 72432
23	Cavazos	Anthony	102 Summer Leigh Cove, Bay, AR 72411
24	Chapell	Cassie	244 CR 500 Lake City, AR 72437
25	Coleman	Robert	1818 Wood St., Jonesboro, AR 72401
26	Collins	J.	5704 Wendy St., Paragould, AR 72450
27	Coots	Tina	2300 Kellers Chapel Rd, Jonesboro, AR 72401
28	Cox	Natalie	1709 Crepe Myrtle Dr., Jonesboro, AR 72405
29	Coy	Martin	71 Conner Drive, Perkinston, MS. 39573
30	Crain	Ronnie	4202 Sandstone Dr., Jonesboro, AR 72405
31	Crawford	Melissa	110 Reinhart Lane, Manila, AR 72442
32	Crawford	Rickie	110 Reinhart Lane, Manila, AR 72442
33	Crigler	Trina	605 Candis Dr., Jonesboro, AR 72404
34	Dalton	Britney	1022 Villa, Jonesboro, AR 72405
35	Dalton Jr.	Terry	1022 Villa Dr., Jonesboro, AR 72405
36	Daniel	LaCasia	304 Cole Drive, Brookland, AR 72417
37	Dickey	Josh	2006 Lion Heart Ln, Jonesboro, AR 72404
38	Dickey	Candice	2006 Lion Heart Ln, Jonesboro, AR 72404
39	Dixon	Matthew	1904 Kenwood St., Jonesboro, AR 72401
40	Dobbs	Madison	814 CR 307, Jonesboro, AR 72401
41	Duty	Karen	2716 N. Rockingchair Rd, Paragould, AR 72450
42	Eaves	Huntor	5119 Kara Dr, Jonesboro, AR 72405
43	Edwards	Erik	1617 S. Church St., Jonesboro, AR 72401
44	Espenson	Kassandra	7686 AR 351, Jonesboro, AR 72405
45	Farley	Sandy	3213 Sage Oaks Cove, Jonesboro, AR 72405
46	Flores	Amy	222 CR 358, Bono, AR 72416
47	Fritz	John	3511 CR 935 Anna, TX 75409
48	Fritz	Geoff	803 N Morris St, McKinney, TX 75069
49	Fritz	Sedona	1488 Letona Rd, Searcy, AR 72143
50	Fritz	Carleen	1328 Swiss Ct., Plano, TX 75023
51	Gairhan	Emily	460 Southwest Dr. Ste B, Jonesboro, AR 72401
52	Gellert	Connie	295 CR 460., Jonesboro, AR 72404
53	Gomer	Lisa	1506 Fairview Rd, Paragould, AR 72450
54	Gomer	Logan	1009 Canera Dr., Apt 110, Jonesboro, AR 72405
55	Griffith	Brian	40 Greene 330 Rd, Jonesboro, AR 72401
56	Griswold	Darion	4701 Highland Park Circle, Jonesboro, AR 72401
57	Guy	Theresa	1709 Overhill Rd, Jonesboro, AR 72401
58	Hays	Kelly	304 CR 781, Jonesboro, AR 72405
59	Hays	Donna	278 CR 779, Jonesboro, AR 72405
60	Hernandez	Josh	5010 Koala Dr., Jonesboro, AR 72404
61	Higgins	Charles	109 Leawood Ct. Jonesboro, AR 72401
62	Hogard	Chad	1208 Ryan Lane., Paragould, AR 72450
63	Holder	Michael	4705 Prospect Farm Rd, Jonesboro, AR 72405
64	Inman	Erin	4703 Edgemont Dr, Jonesboro, AR 72401
65	Jackson	Pierce	408 Olivia Dr, Newport, AR 72112

66	Jones	Donna	749 Craighead Rd, Jonesboro, AR 72401
67	Jones	Morgan	4104 Aggie Rd., Jonesboro, AR 72405
68	Kastner	Tierra	5555 Macedonia Rd Apt P57, Jonesboro, AR 72405
69	Kelley	Baylee	209 S. Main Unit C, Jonesboro, AR 72401
70	Lane	Luke	5820 New Castle Dr., Jonesboro, AR 72405
71	Lehman	Kalyn	1323 CR 304., Jonesboro, AR 72401
72	Lehman	Eric	1323 CR 304., Jonesboro, AR 72401
73	Little	Hannah	3321 CR 751, Jonesboro, AR 72405
74	McAdams	Tabitha	4710 Antosh Cir., Jonesboro, AR 72404
75	McGarity	Mallory	203 N. Bernis., Brookland, AR 72417
76	McGaughey	Kenzie	11493 E. Apple Hill Rd, Prairie Grove, AR 72753
77	McPherson	Cody	216 Gulley Dr., Brookland, AR 72417
78	McPherson	Kristen	216 Gulley Dr., Brookland, AR 72417
79	Mendoza	Lisbet	752 White Dove Cr., Jonesboro, AR 72401
80	Messer	Beth	6102 W. Kingshighway, Paragould, AR 72450
81	Monte	Josh	26217 Via del San Francesco, Daphne, AL 36526
82	Morgan	Madison	408 Joy Ln, Jonesboro, AR 72401
83	Myers	Jason	129 Greene 726 Rd, Paragould, AR 72450
84	Nelson	Skyla	112 N Rockingchair, Paragould, AR 72450
85	Nichols	Carly	71 Conner Drive, Perkinston, MS. 39573
86	Nichols	Lori	3000 SW. Satinwood Ave, Bentonville, AR 72713
87	Oldham	Karen	1115 Hwy 168 W. Jonesboro, AR 72401
88	Oliver	Mary	175 CR 375, Bono, AR 72416
89	Osment	Sasha	118 Delle Ln, Brookland, AR 72417
90	Owens	Grayson	3257 Morgan Ford Rd, St Louis, MO 63114
91	Parsons	Ashley	111 Greene 7502 Rd, Paragould, AR 72450
92	Patin	Tyler	1610 Bienville Blvd, Ocean Springs, MS 39564
93	Patin	Caleb	117 Brentwood Blvd, Gulfport, MS 39503
94	Patin	Lauren	12537 Alphabet Rd, Gulfport, MS 39503
95	Pemberton	Tyler	1604 S 28 ½ St., Paragould, AR
96	Pemberton	Savanna	1604 S 28 ½ St., Paragould, AR
97	Perrin	Samantha	102 Summer Leigh Cove, Bay, AR 72411
98	Phipps	Ryan	2119 Spring Lake Rd, Paragould, AR 72450
99	Pigg	Samantha	217 County Road 416., Jonesboro, AR 72404
100	Pigg	Chris	217 County Road 416., Jonesboro, AR 72404
101	Prince	Jamyra	5000 Yukon Dr., Jonesboro, AR 72401
102	Ray	Kasan	2404 Greenbriar Dr., Jonesboro, AR 72401
103	Reynolds	Claire	742 Crest Dr., Jonesboro, AR 72401
104	Richardson	Reagan	828 S. Caraway Rd Apt 214A. Jonesboro, AR 72401
105	Richardson	Demario	1000 Tony Dr. Jonesboro, AR 72401
106	Risher	Chrissy	9056 Ridge Rd, Gulfport, MS 39503
107	Russell	Chelsie	601 W. Cherry Ave., Jonesboro, AR 72401
108	Ryles	Lindsey	201 Stacy Dr., Paragould, AR
109	Sahuc	John	6 Willow Creek Lane, Jonesboro, AR 72404
110	Scott	Ira	80 Skylark Lane, Lake City, AR 72437
111	Scruggs	Logan	2708 Cozy Ln., Paragould, AR
112	Sharp	Jami	174 CR 7291, Jonesboro, AR 72405
113	Shoffstall	Joe	1116 Apt 1 Commerce, Jonesboro, AR
114	Shurley	Chad	922 W. Washington, Jonesboro, AR 72401
115	Sluder	Martina	76 Sundale Circle., Paragould, AR 72450
116	Smith	David	1997 County Road 741, Brookland, AR 72417
117	Snyder	Cody	1215 Greene 510 Rd., Paragould, AR
118	Socha	Holly	41 CR 762 Apt B., Brookland, AR
119	Stakes	Bubba	432 Henderson , Lepanton, AR 72354
120	Stallcup	Elizabeth	1812 S. 54th St, Paragould, AR 72450
121	Steer	Jordyn	1210 Hunstville Dr., Wylie, TX 75098
122	Stewart	Holly	280 Greene 7140 Rd, Paragould, AR 72450
123	Taggart	Jeremy	4828 Gregory Dr., Jonesboro, AR 72405
124	Tonyman	Sierra	3811 S. Weller Ave A417, Springfield, MO 65804
125	Treadway	Meridith	723 CR 353., Bono, AR 72416
126	Treadway	Johnny	203 Hall St., Bay, AR 72411
127	Treadway	Scott	203 Hall St., Bay, AR 72411
128	Verse	Devonye	3821 Remington Dr., Jonesboro, AR 72404
129	Vinson	Emily	303 W. Concord St. Jonesboro, AR 72401
130	W.	Jarrett	311 Stella Dr., Bono, AR 72416
131	Walker	Morgan	6401 Julia Ln, Jonesboro, AR 72404
132	Watson	William	206 N. Hickory St., Bald Knob, AR 72010
133	Weaver	Ashlyn	4608 Oak park Drive, Jonesboro, AR 72404

134	White	Dan	5708 Aberdeen Rd, Jonesboro, AR 72405
135	White	Taegan	1709 Crepe Myrtle Dr., Jonesboro, AR 72405
136	Wilk	Eva	2508 E. Johnson Ave E22, Jonesboro, AR 72401
137	Williams	Alan	3301 Derby, Jonesboro, AR 72404
138	Wineland	Chad	2508 E. Johnson Ave B32, Jonesboro, AR 72401
139	Winters	Terrance	3719 Stadium Blvd Apt #9, Jonesboro, AR 72404
140	Woods	Caitlin	728 Madeline Ct., Jonesboro, AR 72405
141	Woods	Sheniece	5015 Yukon Dr. Jonesboro, AR 72405
142	Word	Jeffrey	1506 Fairview Rd, Paragould, AR 72450
143	Young	Kristin	614 Sarazen Drive, Gulfport,MS 39507
144	Zamora	Javier	2212 Thorn St. Jonesboro, AR 72401

Details

For service of process contact the Secretary of State's office.

LLC Member information is now confidential per Act 865 of 2007

For access to our corporations bulk data download service click here.

Corporation Name
SLATE ASSOCIATION

Fictitious Names
ROCK N ROLL SUSHI

Filing #
811278391

Filing Type
Nonprofit Corporation

Filed Under Act
Dom Nonprofit Corp; 1147 of 1993

Status
Good Standing

Principal Address
2411 RACE STREET JONESBORO, AR 72401

Reg. Agent
ZAC BAKER

Agent Address
110 W. HUNTINGTON AVE., SUITE A JONESBORO, AR 72401

Date Filed
12/11/2020

Officers

OFFICIAL RECEIPT

Receipt Date 07/09/2025 03:10 PM — Receipt # 00263713
Receipt Print Date 07/09/2025 . — Batch # 00009.07.2025

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	250.00
Detail:	
01-134-0517-00	
Alcohol Application Fee - Roc k n Roll Sushi	250.00
Total	250.00

Payment Information:

Check	2166	250.00
Change		0.00

Baker Firm, PA
Customer #: 000000

,

Cashier: ALCooksey
Station: ALCOOKSEY

OFFICIAL RECEIPT

Receipt Date 07/09/2025 04:56 PM — Receipt # 00263716
Receipt Print Date 07/09/2025 — Batch # 00010.07.2025

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	116.35
Detail:	
01-000-0150-00	
Proof of Publication Rock N R	
oll Sushi	116.35
Total	116.35

Payment Information:

Check	2167	116.35
Change		0.00

Baker Firm, PA
Customer #: 000000
Rock N Roll Sushi

,

Cashier: ALCooksey
Station: ALCOOKSEY

Text File

File Number: ORD-25:027

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 I-2 TO C-3 FOR PROPERTY LOCATED AT 500. N. CULBERHOUSE ST. AS REQUESTED BY 1ST PRODUCE AND FOODS.

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: **Industrial R-1**
TO: **Commercial C-3**

THE FOLLOWING DESCRIBED PROPERTY:
LEGAL DESCRIPTION:
That part of the Northeast Quarter of the Northeast Quarter of Section 13, Township 14 North, Range 3 East, and that part of the Northwest Quarter or the Northwest Quarter of Section 18, Township 14 North, Range 4 East, described as follows: Beginning at the Northwest corner of said Section 18; thence S89°56'00"W, 2.90 feet; thence S12°47'00", 215.67 feet to the true point of beginning; thence N89°56'00"E, 180.04 feet; thence S00°34'00"W, 235.72 feet; thence N89°58'00"W, 206.47 feet; thence N03°23'00"E, 25.00 feet; thence N06°34'00"E, 184.20 feet, thence N12°47'00"E, 28.13 feet to the true point of beginning , containing 1.06 acres more or less. Subject to a Road easement along the West side of Culberhouse Street and along the South side for Allen Avenue and any other easements that may affect said lands.
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 storm water 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: 500 N Culberhouse St

Side of Street: East between Allen St and Woodrow St.

Quarter: NW Section: 18 Township: 14 Range: 04

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: Industrial Proposed Zoning: C3

Size of site (square feet and acres): 1.06 Acres Street frontage (feet): 184.20'

Existing Use of the Site: Personal STORAGE

Character and adequacy of adjoining streets: Industrial/commercial nature; adequate for business operations. well maintained streets

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 Wrecker Service

South Small meeting hall; that meet occassionally

East Vacant | mini STORAGES

West Vacant | Abandoned

Physical characteristics of the site: Concrete block building with concrete drive at West side, gravel lot at South.

Characteristics of the neighborhood: Some vacant properties, Wrecker Servic at North Small building @ South Mini Storages at East and a vacant property @ West.

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: See attached →

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. 1st Produce Inc.

Name: Sanjuana & Jose Garza

Address: 2901 Beanie Dr.

City, State: Jonesboro, AR ZIP 72401

Telephone: 870-824-8248

Facsimile: 870-253-9183

Signature:

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: _____

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 FOR
500 N. Culberhouse Jonesboro, AR 72401

1- Zoned I-1
2- Looking to convert building into an 800+- Sq Ft store front office and warehouse / storage space. Currently zoned I-1 and seeking rezoning to C-3.
3- Warehouse space and a small office at front door.
4- Actual footage of building is 5000 Sq Ft. No additions planned at this moment.
5- Unknown.
6- Property would be usable for other intentions rather than it sitting vacant.
7- We believe if rezoned the property could attract a small business that would require warehouse space.
8- Zoned I-2. To be converted into a mixed office warehouse space this process was requested.
9- No impacts have been identified as of now. Property sits unused.
10- Building has been without use other than personal storage for 7 yrs.
11- No impacts have been identified as of now. Egress for city streets will remain unaffected by rezoning this property.
12- Exterior face lift and interior work will begin when a final business plan is obtained and authorized via permits form city.
13- No buildings surrounding property are occupied. Only property being utilized now is north of the property and it's a wrecker service which we feel will not be impacted by rezoning our property.
14- None intended.

9589 0710 5270 2938 3796 06

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Jonesboro, AR 72403

OFFICIAL USE

Certified Mail Fee $4.85	0408 69
Extra Services & Fees (check box, add fee as appropriate) $4.10	
☐ Return Receipt (hardcopy) $0.00	
☐ Return Receipt (electronic) $0.00	Postmark Here
☐ Certified Mail Restricted Delivery $0.00	
☐ Adult Signature Required $0.00	
☐ Adult Signature Restricted Delivery $	
Postage $0.73	06/25/2025
Total Postage and Fees $9.68	

Sent To: Slurlock Industries
Street and Apt. No., or PO Box No.: PO Box 1500
City, State, ZIP+4®: Jonesboro AR 72403

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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Jonesboro, AR 72401

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Extra Services & Fees (check box, add fee as appropriate) $4.10	
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☐ Return Receipt (electronic) $0.00	Postmark Here
☐ Certified Mail Restricted Delivery $0.00	
☐ Adult Signature Required $0.00	
☐ Adult Signature Restricted Delivery $	
Postage $0.73	06/25/2025
Total Postage and Fees $9.68	

Sent To: Carlos & Mirna Alberto
Street and Apt. No., or PO Box No.: 1225 Olive st
City, State, ZIP+4®: Jonesboro AR 72401-3941

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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Extra Services & Fees (check box, add fee as appropriate) $4.10	
☐ Return Receipt (hardcopy) $0.00	
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☐ Certified Mail Restricted Delivery $0.00	
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☐ Adult Signature Restricted Delivery $	
Postage $1.01	06/25/2025
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Street and Apt. No., or PO Box No.: PO Box 1717
City, State, ZIP+4®: Jonesboro AR 72403

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For delivery information, visit our website at *www.usps.com®*.

Bono, AR 72416

OFFICIAL USE

Certified Mail Fee $4.85	0408 69
Extra Services & Fees (check box, add fee as appropriate) $4.10	
☐ Return Receipt (hardcopy) $0.00	
☐ Return Receipt (electronic) $0.00	Postmark Here
☐ Certified Mail Restricted Delivery $0.00	
☐ Adult Signature Required $0.00	
☐ Adult Signature Restricted Delivery $	
Postage $0.73	06/25/2025
Total Postage and Fees $9.68	

Sent To: Harold & Karen Watson
Street and Apt. No., or PO Box No.: 1298 CR 323
City, State, ZIP+4®: Bono AR 72416-8249

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

REDEMPTION DEED NO. 381521

JOHN THURSTON
COMMISSIONER OF STATE LANDS
STATE OF ARKANSAS
Issued under the provisions of Act 151 of 1891,
Act 626 of 1983 and Act 814 of 1987

2018R-010122
FILED
JONESBORO DISTRICT
CRAIGHEAD COUNTY, ARKANSAS
CANDACE EDWARDS, CLERK & RECORDER
05/21/2018 2:47:47 PM
FEE: 15.00
PAGES: 1
JAMIE HUNNICUTT

THE STATE OF ARKANSAS:
To All Whom these Presents Shall Come ~ GREETINGS:
KNOW YE THAT, WHEREAS: The following described lands situated in the County of **CRAIGHEAD** in the State of Arkansas, to Wit:

Description: Acres PT NW NW 18-14-04 PT NE NE 13-14-03 Section: 18 Township: 14N Range: 04E Acreage: 1.17 Lot: Block: City: Addition: SD: J JB

Parcel Number: **01-144182-01600** Year Forfeited: **7-5 2014** Receipt #: **463074**

were certified to the Commissioner of State Lands, by the County Collector for the non-payment of taxes for the years hereinbelow set forth; and that the taxes, penalties, interest and cost outline below have been paid to the Commissioner of State Lands;

AND WHEREAS **1ST PRODUCE INC**
500 N CULBERHOUSE
JONESBORO, AR 72401

claiming to be the owner(s) of said real property, filed a petition to redeem duly verified according to the law, showing such ownership.

NOW THEREFORE, I, JOHN THURSTON, Commissioner of State Lands within the State of Arkansas, for and in consideration of **$492.81** so paid and by virtue of the authority in me vested by law, do hereby release and quitclaim unto the said **1ST PRODUCE INC** and their heirs and assigns forever all right, title and interest the State of Arkansas acquired under any forfeiture, sale or condemnation for taxes.

WITNESS MY HAND AND OFFICIAL SEAL **05/16/2018**

John Thurston
Commissioner of State Lands

kkelly
Deputy Commissioner of State Lands

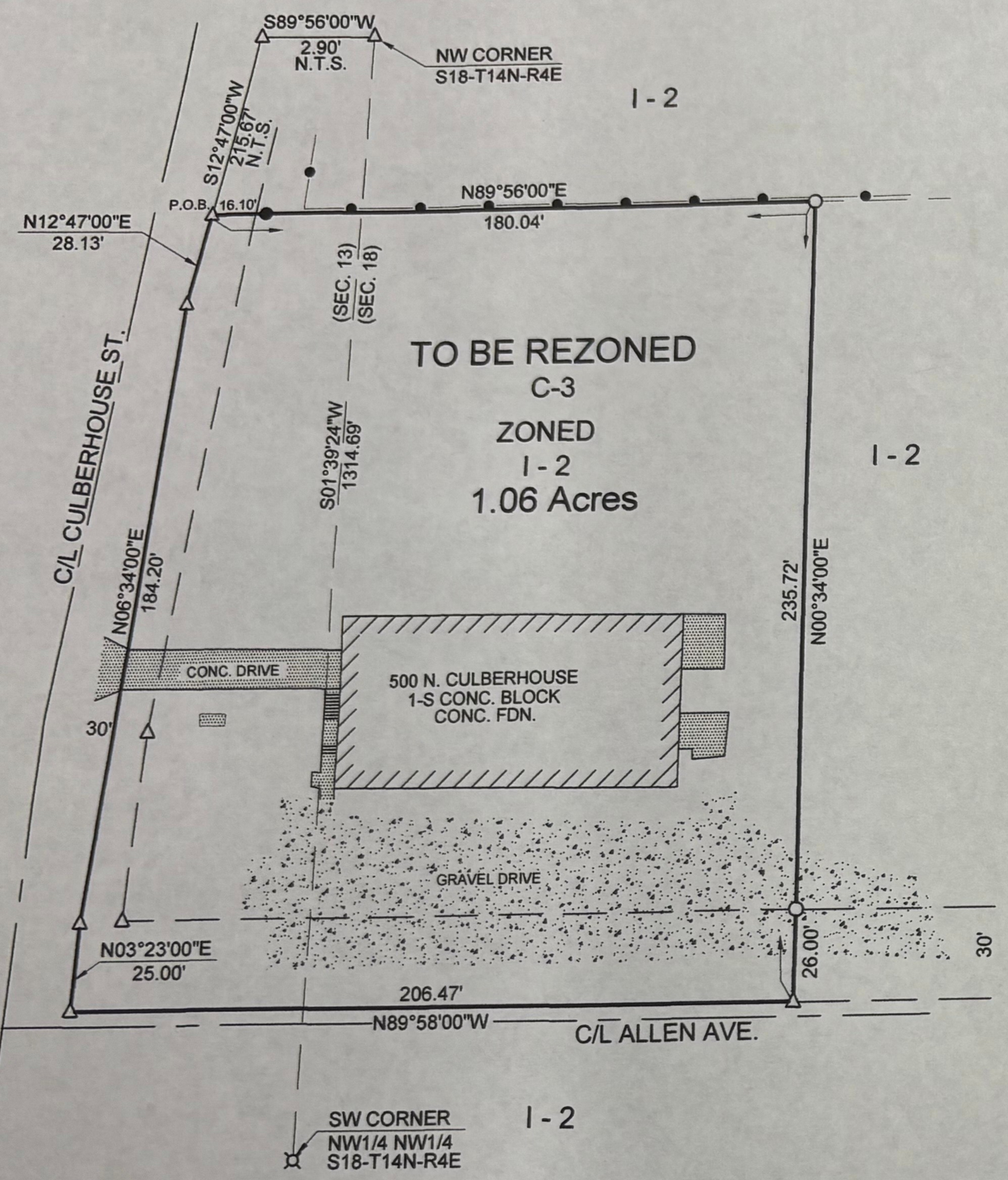
Taxes	**2014 - 2016**	**$349.85**
Improv Or Timber tax		**$0.00**
Interest		**$53.02**
Penalty		**$34.99**
County Costs		**$18.00**
State Costs		**$36.95**
Total Paid:		**$492.81**

Deed Mailed to:

PROFESSIONAL TITLE SERVICES
740 SOUTHWEST DRIVE
JONESBORO, AR 72401

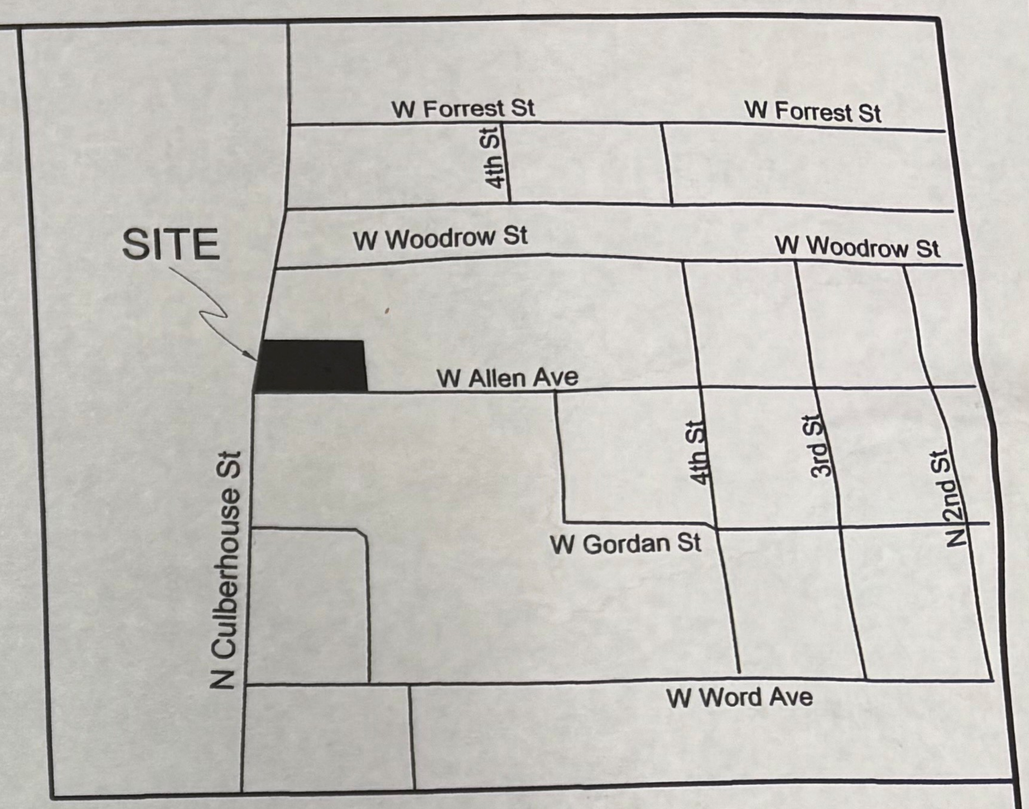
8003894 6
Tx:4002616 2

REZONING PLAT



DESCRIPTION:

The following lands in Craighead County, Arkansas to-wit: That part of the Northeast Quarter of the Northeast Quarter of Section 13, Township 14 North, Range 3 East, and that Part of the Northwest Quarter of the Northwest Quarter of Section 18, Township 14 North, Range 4 East, described as follows: Beginning at the Northwest corner of said Section 18; thence S89°56'00"W, 2.90 feet; thence S12°47'00"W, 215.67 feet to the true point of beginning; thence N89°56'00"E, 180.04 feet; thence S00°34'00"W, 235.72 feet; thence N89°58'00"W, 206.47 feet; thence N03°23'00"E, 25.00 feet; thence N06°34'00"E, 184.20 feet; thence N12°47'00"E, 28.13 feet to the true point of beginning, containing 1.06 acres more or less. Subject to a Road easement along the West side for Culberhouse Street and along the South side for Allen Avenue and any other easements that may affect said lands.



Vacinity Map

BEARINGS ARE BASED ON RECORD DESCRIPITON.

OWNER'S CERTIFICATION

WE HERE BY CERTIFY THAT WE ARE THE OWNERS OF THIS PROPERTY AS DESCRIBED, AND THAT WE DEDICATE THE PERPETUAL USE OF ALL STREETS AND EASEMENTS AS NOTED ON THIS PLAT.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE HEREON PLATTED AND DESCRIBED SURVEY WAS COMPLETED UNDER MY SUPERVISION ON THE 12TH DAY OF MARCH, 2025 AND THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN TO THE BEST OF MY KNOWLEDGE AND ABILILITY.

TERENCE D. MOORE PLS No. 1293

REGISTERED STATE OF ARKANSAS No. 1293 SIGNATURE TERRENCE D. MOORE PROFESSIONAL LAND SURVEYOR

0' 50' 100' 150'

LEGEND

- ● FOUND IRON PIN
- ⌧ FOUND COTTON PICKER SPINDLE
- ○ SET IRON PIN
- △ COMPUTED POINT
- N.T.S. NOT TO SCALE
- P.O.B. POINT OF BEGINNING
- —●— CHAINLINK FENCE

REV.	DATE	REVISION	BY

M² Surveying

Doug Moore, Licensed Surveyor
741 Greene Co. Rd. 710
Paragould, Ar. 72450
Cell: 870-240-3589 Office: 870-240-6995

CLIENT: DUSTIN WHITE			
SCALE: 1" = 50'	DRAWN: TDM	CHECKED: VMM	DATE: 5-20-2025
JOB#: 25038	CRD#: 15069	DWG#: 25038-1	REV.#


REZONING REQUESTED
FOR THIS
PROPERTY
Public Hearings to be held
2nd & 4th Tuesday of Each Month
Municipal Center
300 S. CHURCH ST.
1st Floor
CALL 870-932-0406
FOR FURTHER INFORMATION
CITY OF JONESBORO


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FOR FURTHER INFORMATION
CITY OF JONESBORO

JB2015R-007795 3
JB2015R-007795
CANDACE EDWARDS
CRAIGHEAD COUNTY
RECORDED ON:
05/26/2015 03:26PM
BY D. C.

CLERK OF CIRCUIT COURT SEAL CRAIGHEAD COUNTY ARKANSAS

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That Bruce Broadaway and Mona Broadaway, husband and wife, Grantors, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration paid by 1st Produce, Inc., an Arkansas Incorporation, Grantee, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said Grantee, and unto its successors and assigns forever, the following described lands situated in Craighead County, Arkansas:

> The following lands in Craighead County, Arkansas to-wit: That part of the Northeast Quarter of the Northeast Quarter of Section 13, Township 14 North, Range 3 East, and that Part of the Northwest Quarter of the Northwest Quarter of Section 18, Township 14 North, Range 4 East, described as follows: Beginning at the Northwest corner of said Section 18; thence S 89° 56' 00" W, 2.90 feet; thence S 12° 47' 00" W, 215.67 feet to the true point of beginning; thence N 89° 56' 00" E, 180.04 feet; thence S 00° 34' 00" W, 235.72 feet; thence N 89° 58' 00" W, 206.47 feet; thence N 03° 23' 00" E, 25.00 feet; thence N 06° 34' 00" E, 184.20 feet; thence N 12° 47' 00" E, 28.13 feet to the true point of beginning, containing 1.06 acres more or less. Subject to a Road easement along the West side for Culberhouse Street and along the South side for Allen Avenue and any other easements that may affect said lands.

Subject to existing assessments, building lines, easements, mineral reservations and/or conveyances and restrictions of record, if any.

To have and to hold the same unto the said Grantee, and unto its successors and assigns forever, with all tenements, appurtenances and hereditaments thereunto belonging.

And we hereby covenant with said Grantee that we will forever warrant and defend the title to said lands against all lawful claims whatsoever.

And we, the Grantors, for and in consideration of said sum of money, do hereby release and relinquish unto said Grantee all of our rights of dower, curtesy and possibility of homestead in and to said lands.

WITNESS my hand this 22nd day of May, 2015.

Bruce Broadaway, Grantor

Mona Broadaway, Grantor

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)
COUNTY OF CRAIGHEAD)

On this day before the undersigned, a Notary Public duly qualified and acting in and for the county and state aforesaid, personally appeared Bruce Broadaway and Mona Broadaway, husband and wife, satisfactorily proven to be the persons whose names appear as Grantors in the foregoing instrument, and stated that they have executed the same for the consideration, uses and purposes therein stated.

And on the same day also voluntarily and personally appeared before me each Grantor separately, and in the absence of such Grantor's spouse declared that they had executed the foregoing instrument of their own free will and had signed and sealed the relinquishment of dower and homestead therein expressed, for the purposes and consideration therein stated.

In witness whereof I hereunto set my hand and official seal this 22nd day of May, 2015.

Amy L Johnson
Notary Public

My Commission Expires:

10/10/20

AMY L JOHNSON
No. 12376929
NOTARY PUBLIC
EXPIRES 06-10-2020
RANDOLPH COUNTY - ARKANSAS

Certificate

We 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: _____

Grantee's Address: 5016 Wakefield dr
Jonesboro, Ar 72404

This instrument prepared by:

Owens, Mixon, & Gramling P.A.
P.O. Box 4015
Jonesboro, Arkansas 72403
(870) 336-6505

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: 2015030004

Grantee:	1ST PRODUCE, INC.
Mailing Address:	5016 WAKEFIELD DRIVE JONESBORO AR 724040000
Grantor:	BRUCE BROADAWAY AND MONA BROADAWAY
Mailing Address:	2206 AUTUMN DRIVE JONESBORO AR 724040000
Property Purchase Price:	$165,000.00
Tax Amount:	$544.50
County:	CRAIGHEAD
Date Issued:	05/26/2015
Stamp ID:	625221632

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): Amy L. Johnson

Grantee or Agent Name (signature): _____ Date: 5/22/15

Address: 5016 Wakefield Dr.

City/State/Zip: Jonesboro, AR 72404

City of Jonesboro Metropolitan Area Planning Commission

Staff Report – RZ 25-12 500 N Culberhouse Street

300 S. Church Street/Municipal Center

For Consideration by Planning Commission on July 8, 2025

REQUEST: To consider a rezoning of one tract of land containing 1.06 +/- acres

PURPOSE: A request to consider recommendation to Council for a rezoning from "I-2", general industrial district, to "C-3", general commercial district.

APPLICANT: 1st Produce Inc., 2901 Beanie Dr., Jonesboro, AR 72401
OWNER: Same

LOCATION: 500 N Culberhouse Street

SITE DESCRIPTION: **Total Size:** Approx. 1.06 acres
Street Frontage: Approx. 184 feet along Culberhouse Street and approx. 206 feet along Allen Avenue

Existing Development: Personal storage

SURROUNDING CONDITIONS:

ZONE	LAND USE
North	I-2 – Wrecker service
South	I-2 – Meeting hall
East	I-2 – Vacant & ministorage
West	I-2 - Vacant

HISTORY: Building has been utilized as personal storage for over seven years.

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** Growth Sector.

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 the appropriate locations of transit stops.

Typical Land Uses:

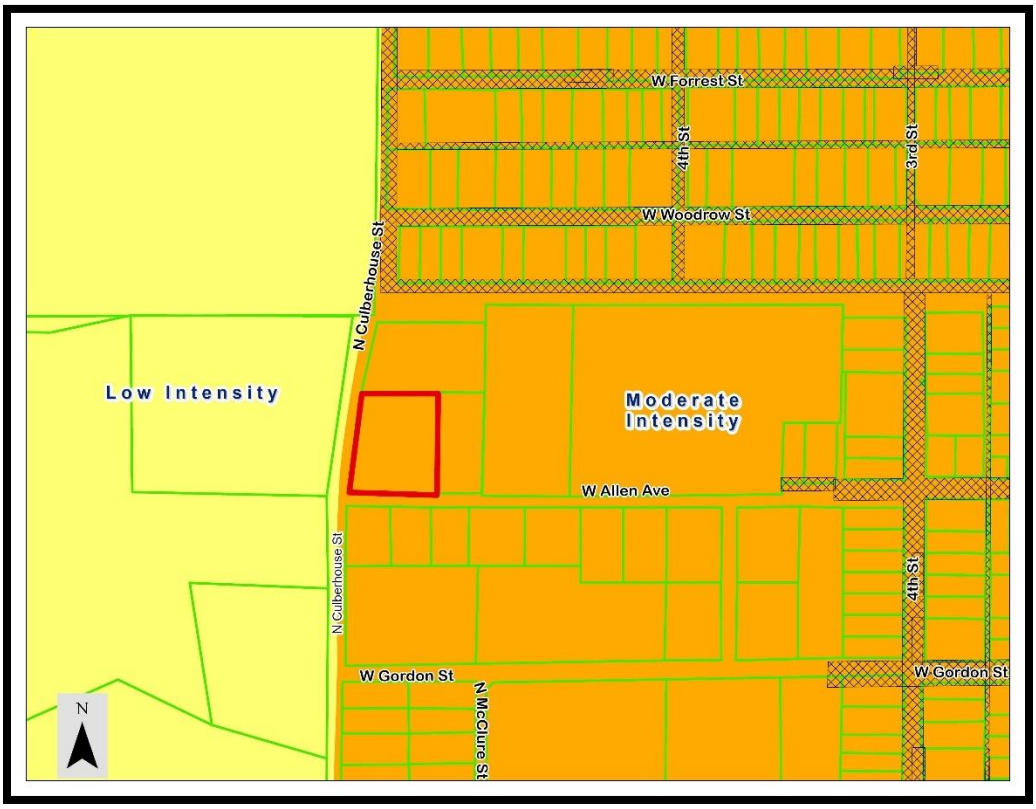
- Single Family Residential
- Attached Single Family, duplexes, triplexes and fourplexes
- Neighborhood retail, Neighborhood services
- Office parks
- Smaller medical offices
- Libraries, schools, other public facilities
- Senior living centers/nursing homes, etc.
- Community-serving retail
- Small supermarket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

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

No more than six dwelling units per acre for Multi-Family. Multi-Family should only be allowed on collector and above streets that have been improved or scheduled to be improved in the next construction cycle of city projects unless the developer is willing to build the roads to Master Street Plan stands that serve the development.

Height: 4 stories

Traffic: Approximately 300 peak hour trips (Commercial Only)



Land Use Map



Zoning Map

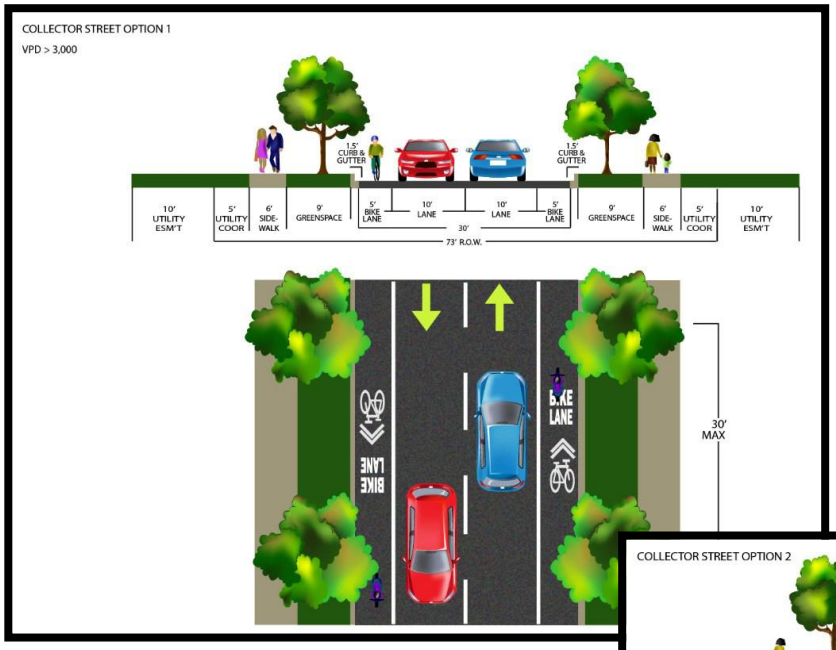
Master Street Plan/Transportation

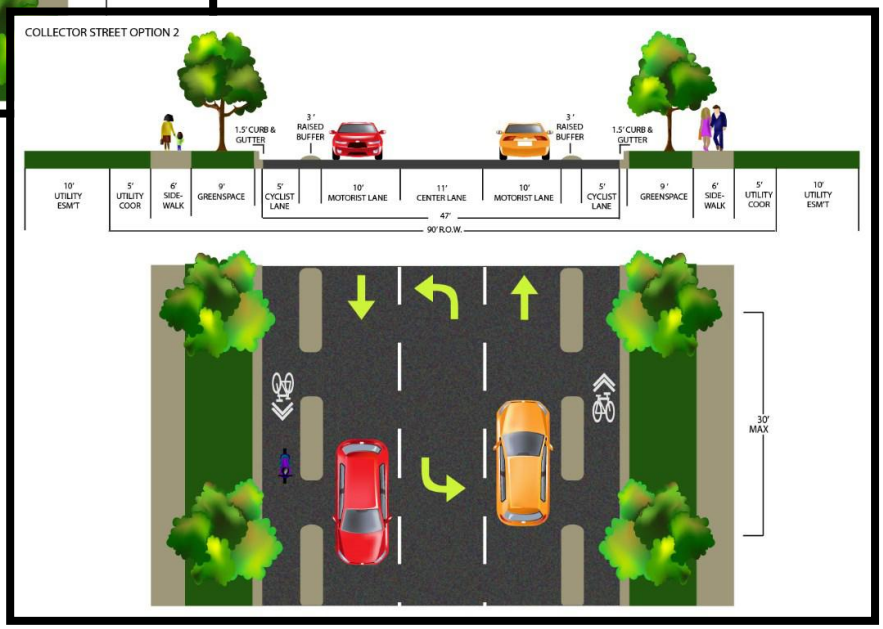
The subject property will be served by N. Culberhouse Street and W. Allen Avenue. The Master Street Plan classifies N. Culberhouse Street as a Collector and W. Allen Avenue as a Local Street.

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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).

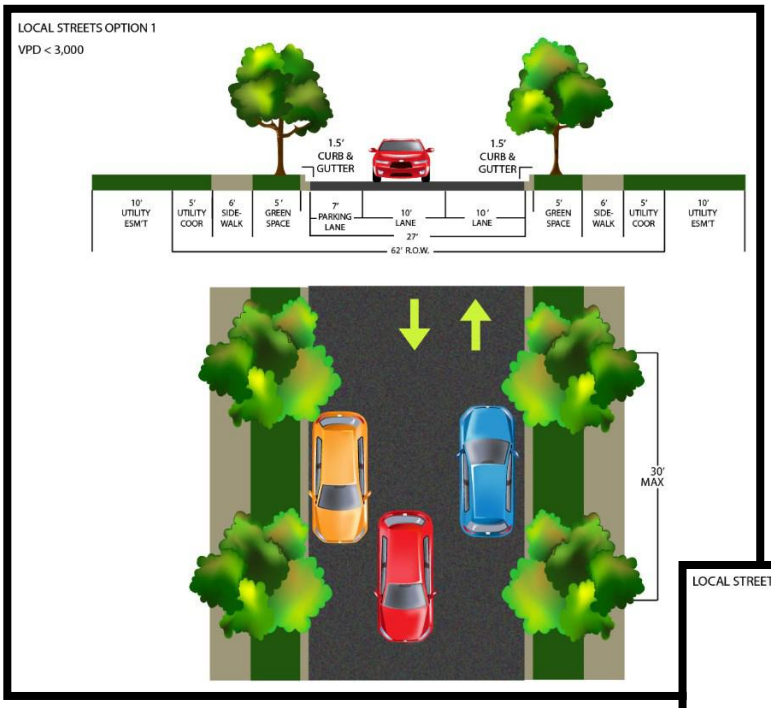


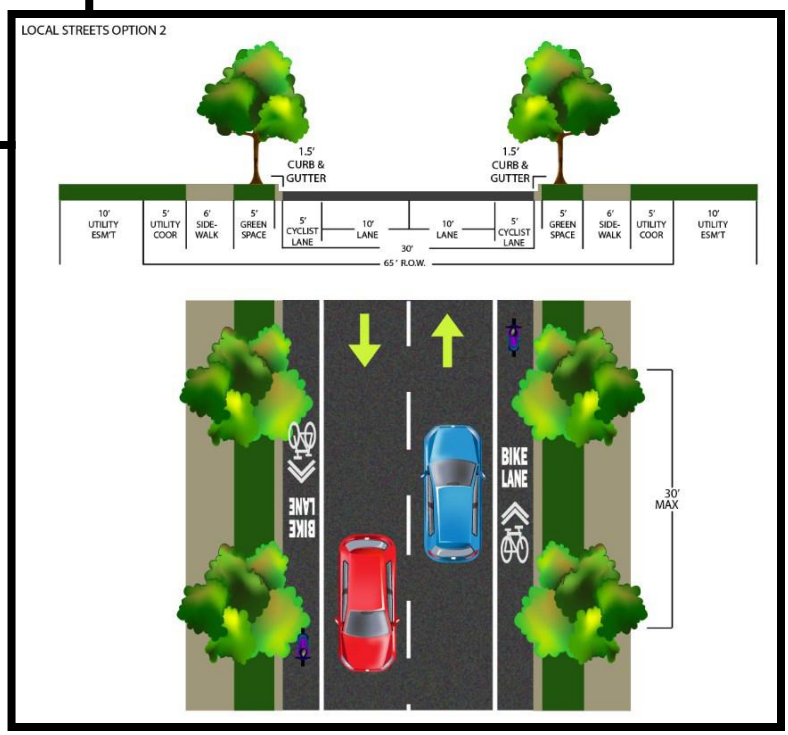


Local Streets serve the lowest traffic volumes. Low traffic volumes combined with slow travel speeds help to create a good residential setting. New developments should be reviewed to avoid creating cut-through streets that become commuter routes that generally lower quality of life for residents.

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
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map	The proposed district rezoning is not consistent with the Adopted Land Use Plan. General commercial is not included in the moderate intensity growth sector. The current zone is not consistent with the Land Use Plan either.	
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	The proposal will achieve consistency with the purpose of Chapter 117, with compliance of all District standards.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	Compatibility is achieved with this rezoning considering the surrounding area includes other commercial and industrial uses.	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;	Without the proposed zoning map amendment, this property cannot be utilized as commercial	
(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;	With proper planning there should not be any adverse effects caused by the property.	
(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	Minimal impact if rezoned.	

Staff Findings:

Applicant's Purpose

The proposed area is currently classified as "I-2", general industrial district. The applicant is applying for a rezoning to allow commercial uses at this location.

Rezoning this property is not consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*.

Chapter 117 of the City Code of Ordinances/Zoning defines C-3 as follows:

C-3, general commercial district. The purpose of this district is to provide appropriate locations for commercial and retail uses which are convenient and serve the needs of the traveling public. The district also provides locations for limited amounts of merchandise, equipment and material being offered for retail sale that are more suitable for storage and display outside the confines of an enclosed structure. Appropriate locations for this district are along heavily traveled arterial street. Development of groupings of facilities shall be encouraged, as opposed to less desirable strip commercial.

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
Engineering	No issues were reported	
Streets/Sanitation	No issues were reported	
Police	No issues were reported	
Fire Department	No issues were reported	
MPO	No issues were reported	
Jets	No issues were reported	
Utility Companies	No issues were reported	CWL
Code Enforcement	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 25-12; a request to rezone property "I-2", general industrial district, to "C-3", general commercial 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.

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

****

Sample Motion:
I move that we place Case: RZ 25-12 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 "I-2", general industrial district, to "C-3", general commercial district, will be compatible and suitable with the zoning, uses, and character of the surrounding area.

OFFICIAL RECEIPT

Receipt Date 07/10/2025 08:24 AM Receipt # 00263717
Receipt Print Date 07/10/2025 Batch # 00110.07.2025

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	234.65
Detail:	
01-000-0150-00	
Proof of Publication- 500 N C	
ulberhouse	234.65
Total	234.65

Payment Information:

Credit Car 2794	234.65
Change	0.00

Sanjuana Garza
Customer #: 000000

,

Cashier: tmmoss
Station: TMMOSS

City of Jonesboro Metropolitan Area Planning Commission

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300 S. Church Street/Municipal Center

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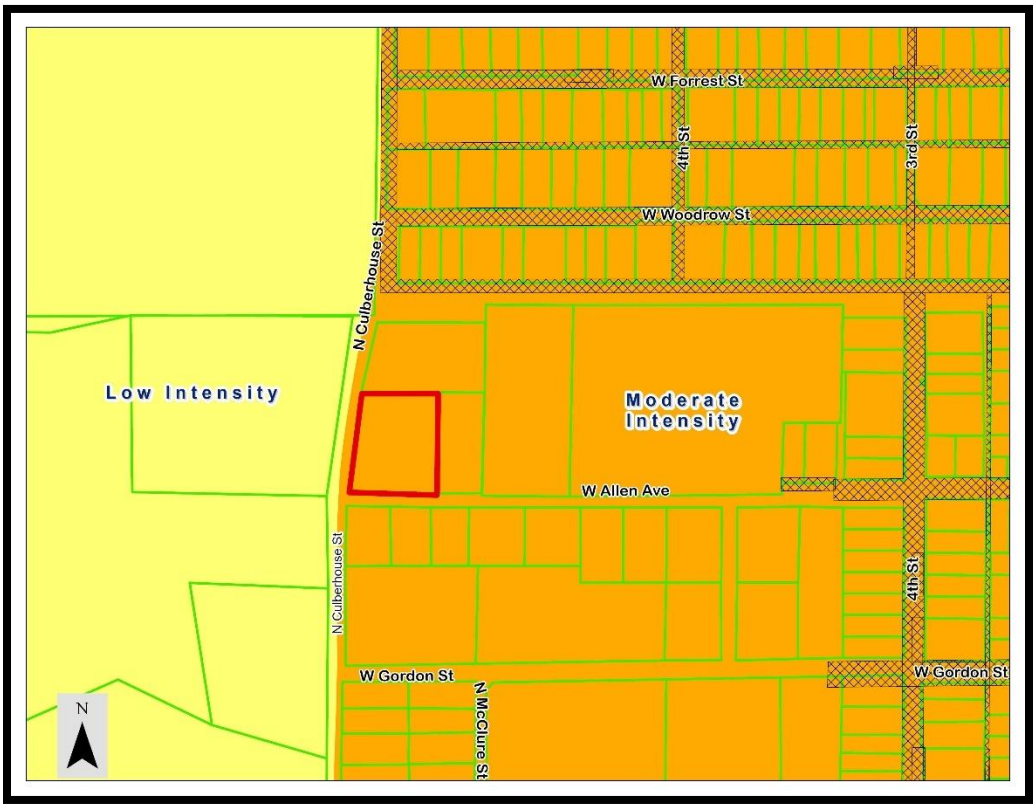
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Zoning Map

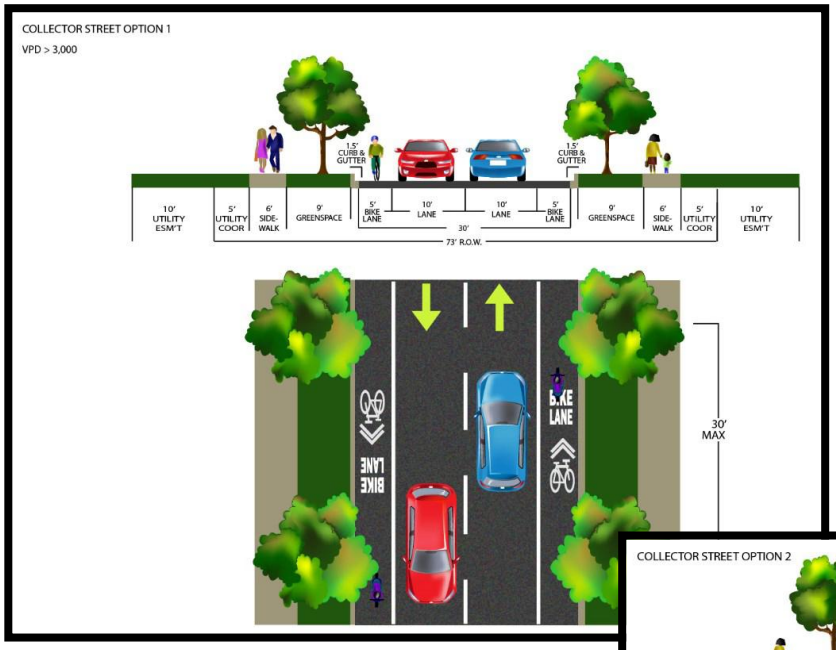
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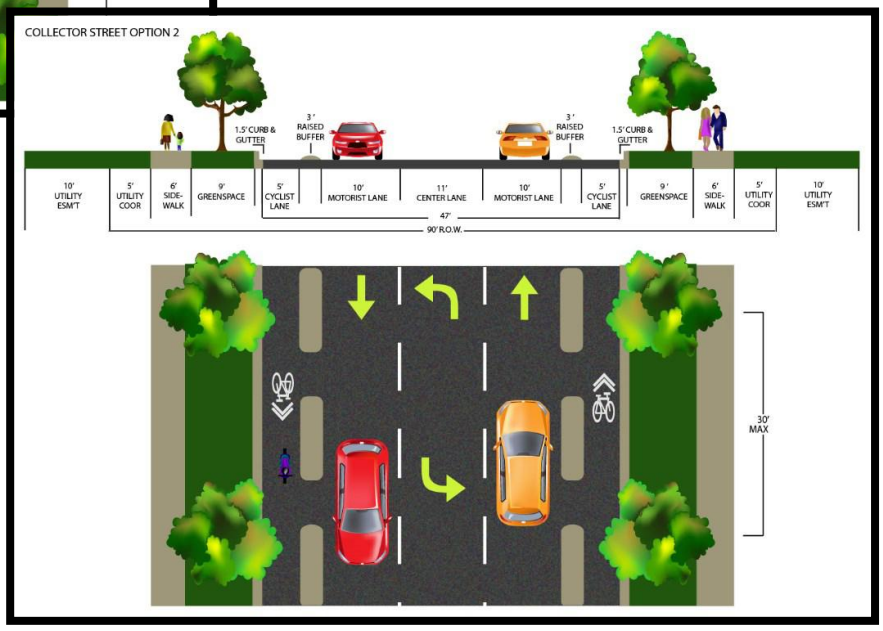
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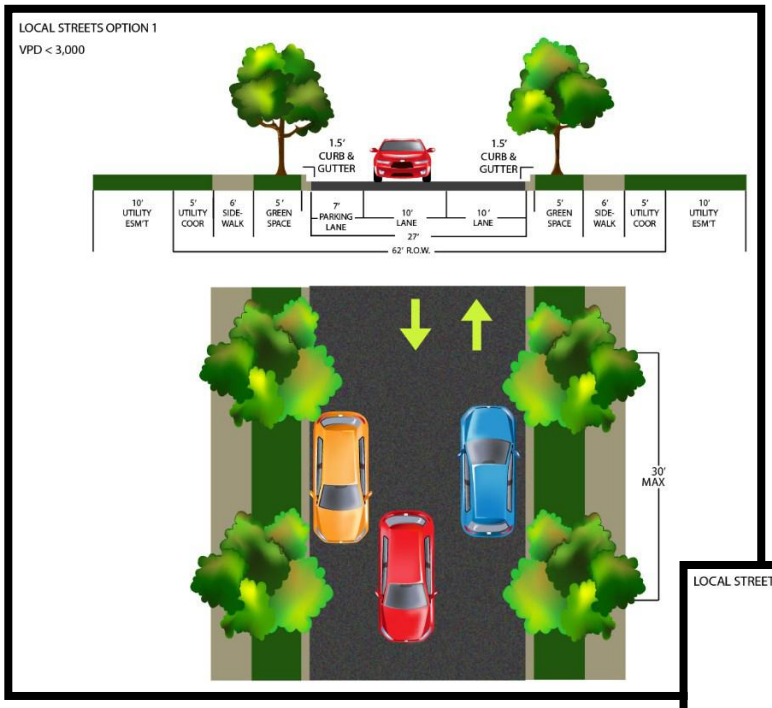


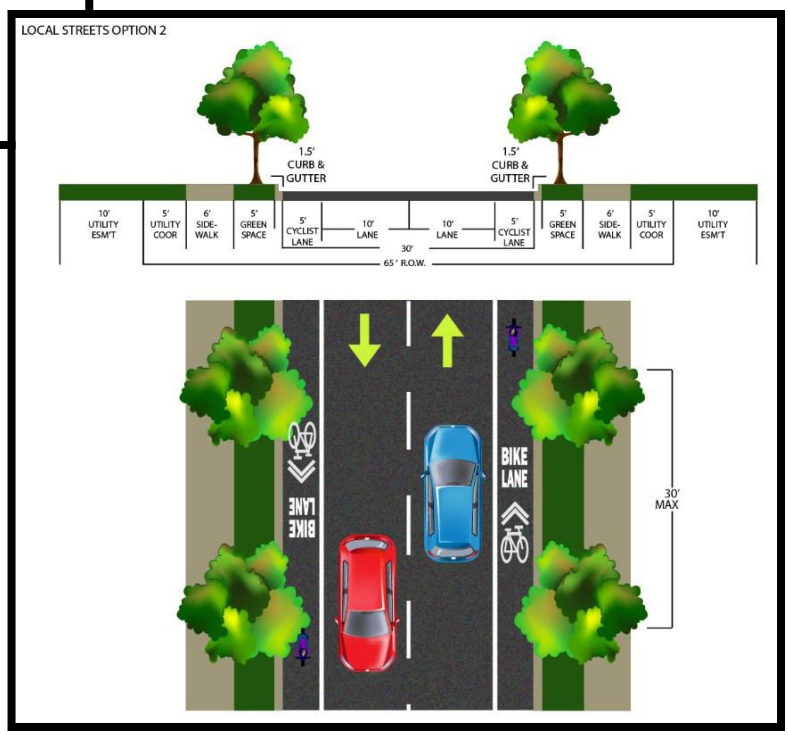


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(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;	Without the proposed zoning map amendment, this property cannot be utilized as commercial	
(e) Extent to which approval 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;	With proper planning there should not be any adverse effects caused by the property.	
(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	Minimal impact if rezoned.	

Staff Findings:

Applicant's Purpose

The proposed area is currently classified as "I-2", general industrial district. The applicant is applying for a rezoning to allow commercial uses at this location.

Rezoning this property is not consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*.

Chapter 117 of the City Code of Ordinances/Zoning defines C-3 as follows:

C-3, general commercial district. The purpose of this district is to provide appropriate locations for commercial and retail uses which are convenient and serve the needs of the traveling public. The district also provides locations for limited amounts of merchandise, equipment and material being offered for retail sale that are more suitable for storage and display outside the confines of an enclosed structure. Appropriate locations for this district are along heavily traveled arterial street. Development of groupings of facilities shall be encouraged, as opposed to less desirable strip commercial.

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
Engineering	No issues were reported	
Streets/Sanitation	No issues were reported	
Police	No issues were reported	
Fire Department	No issues were reported	
MPO	No issues were reported	
Jets	No issues were reported	
Utility Companies	No issues were reported	CWL
Code Enforcement	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 25-12; a request to rezone property "I-2", general industrial district, to "C-3", general commercial 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.

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

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Sample Motion:
I move that we place Case: RZ 25-12 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 "I-2", general industrial district, to "C-3", general commercial district, will be compatible and suitable with the zoning, uses, and character of the surrounding area.

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MAPC RECORD OF PROCEEDINGS: PUBLIC HEARING HELD ON JULY 8, 2025

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RZ-25-12 Rezoning: 500 North Culberhouse Street

1st Produce Inc. is seeking a rezoning for 1.06 acres located at 500 N Culberhouse Street. The current zoning is I-2, general industrial district and the requested zoning is C-3, general Commercial district.

Lonnie Roberts (Chair): Do we have the proponent here for this item? If you would come up here and introduce yourself.

Dustin White (Proponent): Dustin White.

Lonnie Roberts: Yes sir.

Dustin White: I don't have anything to add unless there's any specific questions that you guys have or.

Lonnie Roberts: Okay, City Planner, do you have staff comments on this?

Derrel Smith (City Planner): Yes, sir. We do, we reviewed it and we would recommend approval with the following three 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.

Lonnie Roberts: Okay and with this rezoning request, is there anyone here to give public input or ask questions? If not, then I'll open up for commissioner comments or questions for the applicant or the city staff.

COMMISSION ACTION:
Mr. Jimmy Cooper made a motion to approve Case RZ: 25-12, as submitted, to the City Council with the stipulations that were read by the Planning Department:
1. The proposed site shall satisfy all requirements of the city engineer, all requirements of the current storm water drainage design manual, and floodplain regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted to, 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.
The motion was seconded by Dennis Zolper.

Roll Call Vote:
Aye: 5 – Dennis Zolper, Jeff Steiling, Jim Little, Jimmy Cooper, Kevin Bailey
Nay: 0
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