



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Council Agenda City Council

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Tuesday, June 17, 2025

5:30 PM

Municipal Center, 300 S. Church

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### **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-25:046** MINUTES FOR THE CITY COUNCIL MEETING ON JUNE 3, 2025

**Attachments:** [CC Minutes 06032025.pdf](#)

**RES-25:057** A RESOLUTION TO CONTRACT WITH EAST ARKANSAS BROADCASTERS FOR RENTAL OF JOE MACK CAMPBELL SPORTS COMPLEX

**Sponsors:** Parks & Recreation and Finance

**Attachments:** [July 4th 2025 - EAB Signed Contract.pdf](#)

[JULY 4TH 2025 EAB 1.pdf](#)

**Legislative History**

6/10/25	Finance & Administration	Recommended to Council
	Council Committee	

**RES-25:058** A RESOLUTION TO CONTRACT WITH SAGA COMMUNICATIONS OF ARKANSAS LLC D/B/A JONESBORO RADIO GROUP FOR RENTAL OF SOUTHSIDE SPORTS COMPLEX

**Sponsors:** Parks & Recreation and Finance

**Attachments:** [JULY 4TH 2025 JRG.pdf](#)

**Legislative History**

6/10/25 Finance & Administration Recommended to Council  
Council Committee

**RES-25:059** A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH TRAC-WORK, INC. FOR THE CRAIGHEAD TECHNOLOGY PARK INDUSTRIAL LEAD - SWITCH POINT PROTECTION & GRADE CROSSING MAINTENANCE PROJECT (2025:17)

**Sponsors:** Engineering

**Attachments:** [Bid Tab.pdf](#)  
[Contract 2025 17.pdf](#)

**Legislative History**

6/3/25 Public Works Council Recommended to Council  
Committee

**RES-25:060** A RESOLUTION TO CONTRACT WITH DAIRY QUEEN FOR SPONSORSHIP OF ONE SOFTBALL FIELD AT THE SOUTH SIDE SOFTBALL COMPLEX

**Sponsors:** Parks & Recreation and Finance

**Attachments:** [Dairy Queen-Southside Softball 2025.pdf](#)

**Legislative History**

6/10/25 Finance & Administration Recommended to Council  
Council Committee

**RES-25:061** A RESOLUTION REQUESTING FREE UTILITY SERVICES FROM CITY WATER AND LIGHT FOR TRAIL LIGHTING PEDESTALS ALONG CREATH AVENUE

**Sponsors:** Engineering

**Legislative History**

6/3/25 Public Works Council Recommended to Council  
Committee

**RES-25:064** A RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY2026 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) FROM THE ARKANSAS STATE POLICE

**Sponsors:** Grants and Police Department

**Legislative History**

6/10/25 Finance & Administration Recommended to Council  
Council Committee

**RES-25:066** 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)

**Sponsors:** JETS, Grants and Finance

**Attachments:** [2025 Annual Cert & Assurances.pdf](#)

**Legislative History**

6/10/25 Finance & Administration Recommended to Council  
Council Committee

**RES-25:067** RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS, GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY26 GREAT STRIDES/TRAILS FOR LIFE GRANT FROM THE ARKANSAS DEPARTMENT OF PARKS, HERITAGE AND TOURISM

**Sponsors:** Grants and Parks & Recreation

**Legislative History**

6/10/25 Finance & Administration Recommended to Council  
Council Committee

**6. NEW BUSINESS**

*ORDINANCES ON FIRST READING*

**ORD-25:019** AN ORDINANCE FOR A PRIVATE CLUB PERMIT FOR SHJ HOLDINGS DBA THE DEN-ZONE OF JONESBORO

**Attachments:** [SHJ Holdings dba The Den-Zone of Jonesboro Private Club Application Redacted Publication Receipt](#)

**ORD-25:020** AN ORDINANCE AMENDING CHAPTER 117, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FOR PROPERTY LOCATED AT 4700 INDUSTRIAL DRIVE

**Attachments:** [Application](#)  
[Certified Mail](#)  
[Deed](#)  
[Rezoning Plat](#)  
[Rezoning Signs](#)  
[Staff Summary](#)  
[Publication Receipt](#)  
[Staff Summary - CC Minutes](#)

**ORD-25:021** AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2025 FOR THE PURPOSE OF FINANCING VARIOUS CAPITAL IMPROVEMENTS; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY.

**Sponsors:** Mayor's Office and Finance

**Attachments:** [jonesboro-25-capimp-or.docx](#)  
[jonesboro-25-capimp-or-Ex-A.docx](#)

**ORD-25:022** AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO TC-O FOR PROPERTY LOCATED AT 2800 & 2809 GREENSBORO ROAD

**Attachments:** [Application](#)  
[Certified Mail Receipts](#)  
[Deed](#)  
[Greensboro Road Letter](#)  
[Notification Letter](#)  
[Plat](#)  
[Site Layout](#)  
[Staff Summary](#)  
[Publication Receipt](#)

## **7. UNFINISHED BUSINESS**

### *ORDINANCES ON SECOND READING*

**ORD-25:012** AN ORDINANCE TO THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS

**Sponsors:** Engineering

**Legislative History**

5/20/25	Public Safety Council Committee	Recommended to Council
6/3/25	City Council	Held at one reading

**ORD-25:015** AN ORDINANCE TO THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE

**Sponsors:** Engineering

**Legislative History**

5/20/25	Public Safety Council Committee	Recommended to Council
6/3/25	City Council	Held at one reading

**ORD-25:017** AN ORDINANCE TO VACATE AND ABANDON AN ALLEY LOCATED IN BLOCK 3 OF KNIGHT'S FIRST ADDITION TO THE CITY OF JONESBORO, ARKANSAS

**Attachments:** [2025.04.28.ATT - abandonment.pdf](#)  
[2025.04.28.Release - Summit Utilities.pdf](#)  
[2025.04.28.response from Craighead Electric-Empower.pdf](#)  
[2025.05.02.let from Engineering Dept. .pdf](#)  
[2025.05.15.let from Ritter approving abandonment.pdf](#)  
[CWL\\_20250515\\_100615.pdf](#)  
[Gibson.pdf](#)  
[Petition to Abandon an Alley \(FUMCJ\).pdf](#)  
[Plat Depicting Alley.pdf](#)  
[2025.05.15.Optimum consent.pdf](#)  
[2025.05.15.CWL - UPDATED1.pdf](#)  
[2025.05.15.CWL - UPDATED2.pdf](#)

**Legislative History**

6/3/25	City Council	Held at one reading
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**ORDINANCES ON THIRD READING**

**ORD-25:016** AN ORDINANCE DESIGNATING A DOWNTOWN JONESBORO ALTERNATIVE TRUCK ROUTE

**Sponsors:** Engineering, Streets and Mayor's Office

**Legislative History**

5/6/25	Public Works Council Committee	Recommended to Council
5/20/25	City Council	Held at one reading
6/3/25	City Council	Held at second reading

**8. MAYOR'S REPORTS**

**COM-25:019** APRIL 2025 FINANCIAL STATEMENTS

**Sponsors:** Finance

**Attachments:** [April 2025 Financials.pdf](#)

**9. CITY COUNCIL REPORTS****10. PUBLIC COMMENTS**

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

**11. ADJOURNMENT**



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: MIN-25:046

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**Agenda Date:**

**Version:** 1

**Status:** To Be Introduced

**In Control:** City Council

**File Type:** Minutes

MINUTES FOR THE CITY COUNCIL MEETING ON JUNE 3, 2025



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Minutes City Council

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Tuesday, June 3, 2025

5:30 PM

Municipal Center, 300 S. Church

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

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

*PUBLIC HEARING REGARDING THE ABANDONMENT OF AN ALLEY IN BLOCK 3 OF KNIGHT'S FIRST ADDITION TO THE CITY OF JONESBORO, ARKANSAS, AS REQUESTED BY FIRST UNITED METHODIST CHURCH, JONESBORO, ARKANSAS*

*No one spoke for or against the public hearing.*

### 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** 11 - Brian Emison;Chris Moore;Chris Gibson;David McClain;Joe Hafner;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams  
**Absent** 1 - Kevin Miller

### 4. SPECIAL PRESENTATIONS

### 5. CONSENT AGENDA

#### *Approval of the Consent Agenda*

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

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

**Absent:** 1 - Kevin Miller

[MIN-25:042](#)

MINUTES FOR THE CITY COUNCIL MEETING ON MAY 20, 2025

**Attachments:** [CC Minutes 05202025.pdf](#)

**This item was passed on the Consent Agenda.**

[RES-25:048](#)

A RESOLUTION OF THE CITY OF JONESBORO, AR TO CONTRACT WITH MIRACLE KIDS UNLIMITED FOR SPONSORSHIP OF ONE ATHLETIC FIELD AT THE SOUTHSIDE SPORTS COMPLEX

**Attachments:** [Miracle Kids Unlimited - Signed Contract.pdf](#)

**This item was passed on the Consent Agenda.**

Enactment No: R-EN-064-2025

[RES-25:049](#)

A RESOLUTION OF THE CITY OF JONESBORO, AR TO CONTRACT WITH ALL SCAPES IRRIGATION AND LAWN CARE, LLC FOR SPONSORSHIP OF ONE DOOR AT THE SOUTHSIDE SPORTS COMPLEX

**Attachments:** [All Scapes - Door Sponsorship Contract and Resolution.pdf](#)

**This item was passed on the Consent Agenda.**

Enactment No: R-EN-065-2025

[RES-25:050](#)

A RESOLUTION OF THE CITY OF JONESBORO, AR TO CONTRACT WITH CLINE ENVIRONMENTAL, INC. FOR SPONSORSHIP OF ONE DOOR AT THE SOUTHSIDE SPORTS COMPLEX

**Attachments:** [Cline Environmental - Door Sponsorship Contract and Resolution.pdf](#)

**This item was passed on the Consent Agenda.**

Enactment No: R-EN-066-2025

[RES-25:051](#)

A RESOLUTION OF THE CITY OF JONESBORO, AR TO CONTRACT WITH XPT-EXTREME PERFORMANCE TRAINING FOR SPONSORSHIP OF ONE DOOR AT THE SOUTHSIDE SPORTS COMPLEX

**Attachments:** [XPT - Door Sponsorship and Resolution.pdf](#)

**This item was passed on the Consent Agenda.**

Enactment No: R-EN-067-2025

[RES-25:053](#)

RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO A JOINT AGREEMENT OF UNDERSTANDING WITH THE TRAINFO CORPORATION AND THE ARKANSAS DEPARTMENT OF TRANSPORTATION (ARDOT) FOR THE TRAINFO MOBILITY IMPLEMENTATION PROJECT (JOB 101237)

**Attachments:** [TRAINFO AOU Execute 050925.pdf](#)

**This item was passed on the Consent Agenda.**

Enactment No: R-EN-068-2025

[RES-25:054](#)

A RESOLUTION TO EXECUTE A TRAFFIC CONTROL DEVICE AGREEMENT TO

MAINTAIN A CONTROL DEVICE AT THE INTERSECTION OF HIGHWAY 49 AND PARKER ROAD

**Attachments:** [Traffic Control Device Agreement - 100879.pdf](#)

**This item was passed on the Consent Agenda.**

Enactment No: R-EN-069-2025

[RES-25:055](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1411 CURTIS RD, PARCEL 01-143363-03200, OWNED BY WINFORD VAIL IN THE AMOUNT OF \$3,146.60

**Attachments:** [01. 1411 Curtis Rd Notice of Violation.pdf](#)  
[02. 1411 Curtis Billing Request.docx](#)  
[03. 1411 Curtis Rd Invoice Notice.pdf](#)  
[04. 1411 Curtis Rd Council Notice.pdf](#)

**This item was passed on the Consent Agenda.**

Enactment No: R-EN-070-2025

[RES-25:056](#)

A RESOLUTION TO APPROVE A CONTRACT WITH TRIPSPARK TECHNOLOGIES FOR JONESBORO ECONOMIC TRANSIT SYSTEM ROUTING SOFTWARE AND SERVICES

**Attachments:** [Jonesboro Transit System Supply and Support Agreement Streets 22 05 25.r](#)

**This item was passed on the Consent Agenda.**

Enactment No: R-EN-071-2025

## **RESOLUTIONS TO BE INTRODUCED**

[RES-25:062](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO ENTER INTO A CONTRACT TO ACQUIRE PROPERTY LOCATED AT 911 MAGNOLIA ROAD FROM THE PROPERTY OWNER, MAGNOLIA ROAD BAPTIST CHURCH

**Attachments:** [Organiazations.pdf](#)

*Councilmember David McClain said, I had one question Mayor. Are there still activities going on here, and if so, what do we plan to do? Councilmember Ann Williams said, there are three nonprofits that are functioning there. Well, one has been the diaper bank, but Brianna Palmer has started a nonprofit diaper, the diaper storehouse in partnership with Crowley's Ridge and would hope to be located there because of their needed space. So, we're working out and have met with Jeremy Woolridge, representative, who is CEO of Crowley's Ridge, about the possibility of working out a lease agreement with Crowley's Ridge. A triple net lease is being proposed where they take care and maintain the property, pay utilities and insurance, in return for being able to use that building and the organizations that are operating there will be a credit to them for the purpose of them listing those as being under their auspices. And, so, the three, the Friends and Neighbors Network, a food co-op, and North Jonesboro Community Development, the diaper Bank, all of those, Crowley's Ridge Development*

*Council can take credit for sponsoring and assisting those programs, and there's enough space there for them to have some further programs of their own as well. One thing that Representative Wooldridge was real excited about was 100 family initiative which CRDC is starting, which has the objective of helping and assisting families that are struggling and to help avoid homelessness and you know destitution. And, so, by offering or connecting them the services they need. So, it's called the 100 Family Initiative and they were needing a big space for that to function. So, I think they are pleased to have an opportunity and this type of space for not only the ongoing programs that have been there, but programs of their own including the 100 Family Initiative and some other programs they were talking about, sponsoring some scout groups, for example there.*

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

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

**Absent:** 1 - Kevin Miller

Enactment No: R-EN-072-2025

## **6. NEW BUSINESS**

### *ORDINANCES ON FIRST READING*

#### [ORD-25:012](#)

AN ORDINANCE TO THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS

*Councilmember John Street motioned, seconded by Councilmember Chris Gibson to suspend the rules and offer ORD-25:012 by title only. All voted aye.*

**Held at one reading**

#### [ORD-25:015](#)

AN ORDINANCE TO 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 Brian Emison to suspend the rules and offer ORD-25:015 by title only. All voted aye.*

**Held at one reading**

#### [ORD-25:017](#)

AN ORDINANCE TO VACATE AND ABANDON AN ALLEY LOCATED IN BLOCK 3 OF KNIGHT'S FIRST ADDITION TO THE CITY OF JONESBORO, ARKANSAS

**Attachments:** [2025.04.28.ATT - abandonment.pdf](#)  
[2025.04.28.Release - Summit Utilities.pdf](#)  
[2025.04.28.response from Craighead Electric-Empower.pdf](#)  
[2025.05.02.let from Engineering Dept. .pdf](#)  
[2025.05.15.let from Ritter approving abandonment.pdf](#)  
[CWL 20250515 100615.pdf](#)  
[Gibson.pdf](#)  
[Petition to Abandon an Alley \(FUMCJ\).pdf](#)  
[Plat Depicting Alley.pdf](#)  
[2025.05.15.Optimum consent.pdf](#)  
[2025.05.15.CWL - UPDATED1.pdf](#)  
[2025.05.15.CWL - UPDATED2.pdf](#)

*Councilmember John Street motioned, seconded by Councilmember Dr. Anthony Coleman to suspend the rules and offer ORD-25:017 by title only. All voted aye.*

**Held at one reading**

## **7. UNFINISHED BUSINESS**

### ORDINANCES ON SECOND READING

#### ORD-25:016

AN ORDINANCE DESIGNATING A DOWNTOWN JONESBORO ALTERNATIVE TRUCK ROUTE

*George Gotcher, 308 S. Main Street, said, on the trucks, we have noticed that a lot of them are using the center or they are driving down the middle of the road. They're not stopping at Huntington. There was a cement truck that came through the other day with my wife walking and it just blew right through Huntington, the red light. I don't know if the electric cop is seeing any of this or recognizing these vehicles go through, but they do have the possibility to see those plates and take these individuals that are blowing through these lights. Another issue is I know that the routing, we talked about routing them differently after the last meeting, we talked about. I don't know if their GPS systems still follow the navigation systems that haven't been updated yet, so they're still probably following that old highway route on there and not following the detour signs. But, we're seeing a lot of just blowing through pedestrian areas. They're not seeing it. The left lane sees the pedestrian, the right person and the opposite lane is not, and we've almost been hit multiple times. Other people have passed on the same thing. And, also, I'm thinking maybe we need to lower the speed limit, maybe to 15 mph and maybe get another speed table or so and some flashing lights in the pedestrian areas. They're just not stopping for pedestrians and it's just a matter of time, you know. I think I'll leave it at that and we will go from there. City Attorney Carol Duncan noted, just as a quick point of clarification. Arkansas state law doesn't let us do tickets based upon those traffic cameras. Mr. Gotcher replied, oh, I can understand that. Ms. Duncan said, so, I mean, that's not an option. Mr. Gotch said, I think a presence down there would maybe be. Ms. Duncan said, I just wanted to clarify that because that is confusing to people, but we're not allowed to do that under Arkansas state law. Mr. Gotcher said, I thought that they seen that happening, then they might be bringing somebody out to monitor the situation. Mayor Harold Copenhaver said, and with the mapping, George on that as well, then the communication between us and ARDOT, the approval process for some of that is their state highways as well. Some of rerouting of these vehicles on state highways. So anyway, we're going through the right*

channels to get it done, but thank you for your input. Mr. Gotcher replied, I appreciate it. Thank you. Mayor Copenhaver said, you bet.

Denise Gotcher, 308 S. Main Street, said, my question is, how long would it take to reroute the trucks? We are hoping this is approved. Is it a six week phase, couple of months phase? Mayor Copenhaver replied, that is why we're starting the process. We already have started the process with ARDOT. If I understand it correctly, once that approval's in place and they get it in, it'll be automatically updated in the GPS system, so the trucks will then at that point have the capability and know where the new route is. Ms. Gotcher said, the peace downtown has been disturbed from these trucks. These semi's, they take up both lanes, whenever they drive down Main. And, of course, we have a huge balcony, so we see all of it. But they just, whiz down Main Street, 30 miles an hour at least. They don't stop at the crosswalks. And, like George said, if they are allowed to continue, the trucks, cement trucks, dump trucks, CWL trucks, I mean they just barrel down Main. And most of the time, it's those trucks that don't stop for pedestrians at the crosswalks. And, so, we suggest at least flashing lights at the crosswalks. Detouring the trucks is a start, but for more safety, we need flashing lights at all the crosswalks, possibly more speed tables and dropping the speed limit down to at least 15 mph, a minimum. And, I think that would help maintain more safety downtown for all of us. Thank you. Mayor Copenhaver replied, if you would do me a favor as well, go ahead and write the recommendations and we will present it to the Public Safety Committee for their recommendation moving forward. Ms. Gotcher said, okay, sure will. Thank you. Mayor Copenhaver said, alright, thank you.

**Held at second reading**

#### ORDINANCES ON THIRD READING

[ORD-25:010](#)

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

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

**Abstain:** 1 - Kevin Miller

Enactment No: O-EN-015-2025

[ORD-25:013](#)

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO C-3 FOR PROPERTY LOCATED AT 3305 DAN AVENUE AS REQUESTED BY HORIZON LAND SURVEYING, LLC

**Attachments:** [Application](#)  
[Certified mail receipts](#)  
[Plat](#)  
[Rezoning Signs Posted](#)  
[Staff Summary](#)  
[MAPC Minutes](#)  
[Publication Receipt](#)

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

**Absent:** 1 - Kevin Miller

Enactment No: O-EN-016-2025

[ORD-25:014](#)

AN ORDINANCE FOR A PRIVATE CLUB PERMIT FOR IMPROVING OTHERS, INC., D/B/A ABE'S PLACE, INC. TO BE LOCATED AT THE VILLAGE COMMONS, JONESBORO, ARKANSAS

**Attachments:** [Application Redacted](#)  
[Publication Receipt](#)  
[James Elwyn Hinds Handout for 06032025 ORD-25-014.pdf](#)

*James Elwyn Hinds, 508 Ridgecrest, said, I hope all of you looked at this thing called we have a crisis. It gives quite a bit of statistics about the effects and all of alcohol. If you haven't looked at it, you really need to. I do want to point out that despite all of this bad, it doesn't even include the Surgeon General's report that was released earlier this year that shows that there are 100,000 new cases of cancer each year caused by drinking alcohol and 20,000 deaths from cancer related to alcoholic drinks. That ought to stagger anybody. I didn't happen to notice this in Thursday's Jonesboro Sun. I don't know if you saw this. Not very far from here, there was an eleven year old girl who was stomped, had her face stomped and received injuries from it. Why would anybody stomp an eleven year old girl's face? Well, I wasn't surprised to find a couple of things in this article, for example, when it says, we use the word about the person who did it, the word intoxicated. I think we know what that means. And, a couple of paragraphs later, it mentions that he was drinking heavily. Now, it doesn't mention whether it was Coke or Pepsi. I doubt that it was either one, I think it was probably something else. Alcohol causes a lot of problems. I was a teenager and my early 20's was back in the 1970's and there was an expression heard quite often back then. If you're not part of the solution, you're part of the problem. Folks, you're fixing to get to be, to make a decision. Are you going to be part of the solution or part of the problem? Mayor Harold Copenhagen said, thank you for comments.*

*Jim Lyons, with Lyons & Cone, said, I represent Dr. Robert Abraham. He is seated on the front row on my far left when I turn around facing that direction. Dr. Abraham is a neurosurgeon at one of our local hospitals. He is about to retire. He's semi-retired now. He's operating, I believe two days a week. He is not going to be part of the problem. He is putting in a very nice restaurant, and yes, he is going to serve alcohol, but is not going to be part of the problem of that that Mr. James has referred to in this case. And, so, I urge you all to vote in favor of it. He's worked his entire life helping people*

*rather than injuring people and it is not his intent to start doing that at this point in time. Thank you. Mayor Harold Copenhaver said, thank you for your comments.*

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

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

**Absent:** 1 - Kevin Miller

Enactment No: O-EN-017-2025

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

*Mayor Harold Copenhaver reported on the following:*

*I want to congratulate our employee of the month sponsored by First Security Bank. That's Juliana Truitt. She works at JETS and so congratulations, Juliana. She does a wonderful job in transporting and takes firsthand notice of the individuals that she takes care of through the transportation system that we provide here in Jonesboro.*

*Also help me congratulate Fire Captain Barry Riggs. He officially retired last week after 34 years of service, I believe. Thursday was his last day. Was that correct Chief, 34 years? It was just a few years ago, but it goes by in a hurry. We appreciate his service.*

*I'm pleased to announce that Melrose Street Walkway is very near completion. Melrose Street now has a sidewalk from Cedar Heights to Marshall Street.*

*Also on the pedestrian front, you might notice some additional pavement markings popping up around downtown. Now, these are meant to raise awareness for pedestrians and cyclist activity.*

*As summer kicks into full gear, I just want to take a moment and emphasize that we all need to keep an extra eye out for kids, adults, who are enjoying the summer and the weather.*

*This weather is certainly an improvement over the last few months, as well, due to flooding and tornadoes in northeast Arkansas. The Arkansas Red Cross and FEMA headquartered several hundred workers right here in Jonesboro. Our Parks Department, along with Danny Kapales, was able to assist in that mission. And by the way, it's important to remember that our community centers were equipped to be Red Cross shelters whenever needed. I think the Red Cross fed over 33,000 meals. Most of the individuals came to our community were from Indiana and Wisconsin. They really appreciated the kindness and the overwhelming hearts of our community. And, so, that was really nice to hear people from other parts of the country talk about our fine community.*

*This past weekend was extra ordinarily busy. The A&P Commission held its first annual Skirmish Event. Now, who participated on council on the skirmish event? Councilmember Joe Hafner said, I came in the first on council. Mayor Copenhaver asked, how many miles, Joe? Councilmember Hafner said, 65. Mayor Copenhaver replied, 65, okay. I think the longest route was, what, 100 or 130. Councilmember Hafner said, it ended up being like 107. Mayor Copenhaver replied, 107. But, so, we*

had approximately 210 riders from all over. We had 16 different states, I believe, were represented, one as far as Wisconsin. So hopefully they enjoyed our community and got a lot of positive response back. It started downtown, and the event was featured for two days, and it had various race links. So, as you heard, Joe participated in one, and there were many others for all ages of family. So, we appreciate the vendors and music that happened on Main Street that weekend.

In addition, Joe Mac Campbell Park hosted a baseball tournament that brought in 78 teams and we had 70 soccer teams in town for a three versus three tournament. Obviously, there are a lot of kids. That means there are a lot of parents. There were a lot of family members. They came along with them to Jonesboro this past Saturday and Sunday. They mainly stayed the night. They shopped and supported at our local businesses. Joe Mack looked great. I've got to say, I called Danny today. I was very impressed. I was out there last night for a baseball game and got a lot of compliments as well on the conditions of the facility. So, congrats to the park staff and all their hard work on what they're doing out there Danny, good job.

Coming up this weekend, it's the Mountain Dew Classic Softball Tournament at Southside. This is a big one. It's been around for a lot of years. That's also this Saturday and Sunday. So, let's keep those visitors coming. Obviously, that's going to be the focus of the sports complex and I'm looking forward to that, hopefully in 18 months, that we can open those doors.

So, if you're more interested in getting some more chores done this weekend, our monthly neighborhood cleanup is this Saturday at Fisher Street United Methodist Church from 8:00 a.m. to noon. So, read all about it on Facebook and get all your junk out and clean up the community.

Now I want to turn your attention to a matter we've been discussing for quite some time, and most important issue. It's important tonight because I want to emphasize the transparency in which this administration is approaching the mission critical issue of funding improvement projects. Several of these projects have been discussed for almost 15 years. On September 2024, the council authorized a resolution to move forward with the revenue bond proceedings. And to make sure we were all clear about the details of the revenue bonds, we brought in two experts, several weeks ago, including our bond counsel from the Friday Firm, Ryan Bowman and our financial advisor from Crews and Associates, Paul Phillips. Realizing a couple of councilmembers were not present then, I'm going to go ahead and ask that we replay what Paul had to say, two weeks ago. (Partial video of the Public Hearing on Capital Improvement Revenue Bonds that was held on Tuesday, May 20, 2025 was played at this point in the City Council meeting on Tuesday, June 3, 2025.)

Mayor Harold Copenhaver said, we do have in the room with us, Paul Phillips, our financial advisor from Crews and Associates. We have Ryan Bowman, who is legal bond counsel from the Friday Firm, and we also have Michael McBride from Stephens, who is the bond underwriter. So, I would like them to come up at this present time, if you would, Paul, please give us a summary again of the process of the revenue bond and where we are at this point. Thank you, Paul. Paul Phillips of Crews and Associates, said, glad to be before you again. I thought I would take a couple of minutes and kind of start this off with an overview of the timeline and kind of our goals and objectives for execution here. And then, if there are additional questions or comments or if there is anything that I need to address, I would be glad to do that too. So, obviously, there is a public hearing here tonight. Hopefully these aren't all here to speak for it, but if they are, bring them on I guess. So, anyway, our goal in this

transaction is to start working the documents, getting the documents together, and dealing with the bond insuring rating agencies, similar to the discussions we've had before in terms of trying to get the appropriate credit rating. I've already initiated some of those discussions. I feel real confident that we'll will get a AA credit rating by virtue of a credit enhancement from assured guarantee. So, that will allow for a very efficient and effective transaction. And, then what we're going to ask for the commitment on the insurance to get that by June 3rd assuming they can meet that timeline which I have been given some assurance that they will. Then on June 9th, what we'll do is we'll have an offering document. It'll be the final document that we'll utilize and distribute to potential investors, solicit feedback for roughly a week or so regarding structure, potential interest rates, any type of feedback we can get that helps us deliver the city the best deal we can do. And, so, then our goal will be to be back before this body on June 17th with a bond ordinance that will have the final terms and conditions, interest rates, call provisions, everything in the bond ordinance. And, that will result from the sale of the bonds by Stephens that morning. So, just to kind of frame that a little bit, we might have an order period if you will for the bonds from 9:00 to 10:30. At that particular point in time, we kind of assess where we're at, maybe we've got more sales than we do bonds. We'll ratchet down interest rates, if that's the case, we restructure. You never know. We're just trying to deliver the best deal we can. Once that's put in place and those numbers are finalized, we'll then place those numbers into the final bond ordinance. So, backtracking just a little bit. So, when you get your council packet for the meeting on the 7th, I think that goes out the Thursday prior to the meeting, right? In that packet will be the bond ordinance as drafted, but it will have blanks everywhere there is a reference to an interest rate or a number or anything else. We can't fill that in until the sale of the bonds has been made official. So, historically, what Ryan Bowman has done is, you'll have, like I said, you'll have the blank one, he'll provide you with a black line copy and address the additions that have been made, and we'll be here, of course. I'll give an overview of the sale of the bonds. He'll go through the changes to the ordinance, so that's very transparent to everyone. So, then what would you be asked to do on that evening? Because clearly the volatility in the market, we can't sell bonds and then wait multiple weeks to finalize the terms. We've got to finalize the terms that day. The only way to do that is to ask this body to do all three readings plus an emergency clause on the evening of the 17th. Backtracking again, we just talked a little bit about this in the past. That's customary, that's common. That's virtually whatever every other city does to lock in the rates that they do that. Now, it's up to you, whether y'all read the whole ordinance. It'll be 30 pages probably, or you just want to discuss or you want to have Ryan discuss the blanks and take it from there. But, we will need three readings and the emergency clause. And, so, with that, we can then publish that ordinance. We'll have to get some closing documents and insert the final numbers and provisions in every one of the bond documents. And, all that being said, then we would close the transaction on July 22nd. And, at that particular point in time, you've got a construction fund with the monies in it and you're ready to move forward with each of these projects. I'll pause to see if there are any questions. Mayor Copenhaver asked, do you have any questions for Mr. Phillips? I don't see any. Well, thank you Paul very much. I appreciate that.

After the partial video was played, Mayor Copenhaver said, okay, Council, I thought that was very important to play that again, especially for the two members that were not present. I hope that was helpful. And I, you know, this is about protecting lives and saving lives in the community, and it is a priority. And as I've said it before, it's a moral responsibility that we have prioritized these projects, because it will save lives. And again, we've also done at a level of transparencies you've seen over here by the board. More than mandated by public meetings. I was very pleased with the last public meeting that we had, which full council was there outside of two members. So, again, that's the end of my comments. Thank you.

[COM-25:017](#) MARCH 2025 FINANCIAL STATEMENTS

**Attachments:** [March 2025 Financials.pdf](#)

Filed

## **9. CITY COUNCIL REPORTS**

*Councilmember Brian Emison said, yes, I just wanted to let everybody know that earlier this evening, the Capital Improvement Bond Task Force met for their initial meeting and I just wanted to let everybody know that we were going to be coming back with more information at a meeting that's going to be scheduled in the future once we're able to gather some more information and compile a list of additional experts that we're going to bring in for questions and answers once we've had time to review that information. Also, I just wanted as a point of clarification to remind everybody that the Capital Improvement Bond Task Force, we are simply making a decision on where the future E-911, the proposed E-911 Center, will be going and that no decisions that are made by that committee is necessarily a referendum or an action item voting upon the bond itself. Thank you, and that's all that I have this evening. Mayor Copenhaver said, thank you councilman.*

*Councilmember Chris Moore said, Mr. Mayor, have we got the final figures on what the cleanup on the Citizen's Bank building will be or do we have an idea? Mayor Copenhaver replied, we are about two-thirds home on that. So, as soon as we have those figures in, I'll immediately put them out to City Council as well. And, then, also on the rest of that project, we have been looking judiciously on the value of the property in hand. And, so, we have asked for an appraisal, the downtown property, as well as, I've got open communication with one of the owners and we are negotiating where we might be, and so I'll bring that forward to City Council as well.*

*Councilmember Moore said, good deal and that would lead me to my second point. I'd like to see a presentation by your office on what our options would be. I mean, obviously, we have the option of paying the bill and doing nothing and moving on or we have the option to purchase the property, and we also have an option to litigate for the cleanup charge. So, I'll be interested in seeing your presentation. Mayor Copenhaver said, I'd be happy to do that, thank you councilman. Councilmember Moore said, thank you Mayor, that's all.*

*Councilmember Chris Gibson said, yes, just one thing. I'm sure there are announcements coming in the next few days, but on the 14th of this month, the Anheuser Busch Clydesdales will be in town and there will be several activities around that. Councilmember Moore asked, where would that be? Councilmember Gibson stated, I know that there are going to be some activities downtown. They will be here for a week is my understanding. Mayor Copenhaver said, thank you for your comments.*

*Councilmember Joe Hafner said, I will say, thank you for getting the share rows down. That's really cool to see. As far as the Skirmish, I was very proud of our city. You know, all the city staff that participated, the vendors, the citizens that came downtown, everybody, and the police department was first class getting us in and out of town. So, this is pretty big to me, but it was really neat seeing a first class race in our city. So, I'm looking forward to next year and how much it grows. So, Jonesboro should be proud. So, thank you. Mayor Copenhaver said, thank you for your participation.*

Councilmember John Street said, we had three firemen who placed nationally, who broke some records in competition in Louisiana I believe. You'd know better than that. I don't have their names in front of me, but I was very pleased to see it. I think it's a big plus and speaks well for the department. Mayor Copenhaver joked, I showed them the technique, I believe, Chief. Councilmember Hafner asked, can you show us? Mayor Copenhaver said, sure, come on out. Again, thank you Council for your comments.

#### **10. PUBLIC COMMENTS**

George Gotcher, 308 S. Main Street said, I would like to second Mr. Hafner's comments. It was an outstanding event. We enjoyed it. The last three events were spectacular. Officers have been great. Everything downtown has been awesome. I would like to find out how do I find out the ordinance for downtown? like for sidewalks and such? Is there a way that there's ordinance that I can look up. Mayor Copenhaver replied, you just contact us, George and we will help you through that process. Mr. Gotcher said, well, I noticed that the FOA has signage that there's no skateboards, no motorbikes, nothing motorized in that area that where people are walking, but on our sidewalks, we're having tractors, lawn mowers, motorcycles, motorbikes, motorized bicycles, skateboards, the whole gauntlet. And, I don't want to make anybody mad. I know the young guys like to get out there and scoot around, but our elderly likes to walk down the sidewalks as well. It's just a matter of time before one of them gets hit. I have customers coming out all of the time. I mean there's a bike flying by or a lawnmower or a minibike. It's just not safe. It's not a safe area for them to be riding. So, if there is an ordinance, how would we go about enforcing it, you know? I would like to see something about that if possible and I thank you for your time. Mayor Copenhaver replied, thank you, sir.

#### **11. ADJOURNMENT**

**A motion was made by Councilperson Chris Gibson and seconded by Councilperson Brian Emison that this meeting be Adjourned. The motion PASSED with the following vote.**

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

**Absent:** 1 - Kevin Miller

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

**Harold Copenhaver, Mayor**

**Attest:**

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

**April Leggett, City Clerk**



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-25:057

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

**In Control:** Finance & Administration Council Committee

**File Type:** Resolution

### A RESOLUTION TO CONTRACT WITH EAST ARKANSAS BROADCASTERS FOR RENTAL OF JOE MACK CAMPBELL SPORTS COMPLEX

WHEREAS, the City of Jonesboro owns and maintains Joe Mack Campbell Sports Complex located at 3021 Dan Avenue;

WHEREAS, East Arkansas Broadcasters is seeking rental for Fourth of July fireworks at Joe Mack Campbell Sports Complex; and

WHEREAS East Arkansas Broadcasters is renting the complex for the sum of \$1,000.00;

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with East Arkansas Broadcasters for the rental of Joe Mack Campbell Sports Complex. A copy of said contract is attached as Exhibit A.

SECTION 2: The Mayor, Harold Copenhaver and City Clerk, April Leggett are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate the agreement.

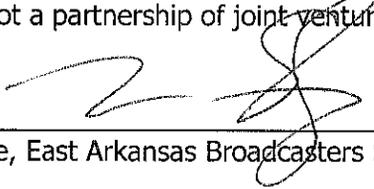
## RENTAL AGREEMENT

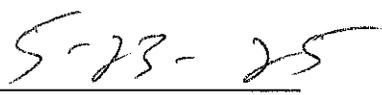
This agreement is made between the City of Jonesboro, hereinafter called Lessor and East Arkansas Broadcasters hereinafter called Lessee.

Lessor leases to Lessee, property at 3021 Dan Avenue, Jonesboro, Arkansas commonly known as Joe Mack Campbell Park in Jonesboro, Arkansas in the following conditions:

1. **TERM:** The term of this lease shall be for three (3) days, beginning July 2, 2025, and ending at midnight on July 4, 2025.
2. **RENT:** Rent is payable in advance, no later than July 1st, 2025 and shall be made in a single payment of one thousand dollars (\$1,000.00). Said payment shall be delivered to the Lessor at 300 South Church Street, Jonesboro, Arkansas 72401.
3. **USE:** Lessee agrees to use said premises for the purpose of a July 4<sup>th</sup> Fireworks Display, Color Run and for no other purpose.
4. **SUBLET:** Lessee **may-not** sublet the property or assign this lease without written consent of lessor.
5. **USE:** The property shall be used for a July 4<sup>th</sup> Fireworks Display. Lessee shall be responsible for the following:
  - (a) Supplying and removing portable toilets to be placed on the premises for the use of the public during the activities on the property.
  - (b) Cleaning up the property following the event, to include trash pick-up and repair of any damages caused by the public or the Lessee to the property during their use. Property must be left in the same condition as it was in prior to the event hosted by the lessee.
  - (c) Lessee is responsible for providing for the smooth flow of traffic into and out of the event. In addition, Lessee will provide traffic control to ensure that no persons are parking in areas on the property which are restricted and not designed of parking vehicles.
  - (d) Lessee will barricade restricted access areas to prevent the public from entering.
  - (e) Lessee will coordinate with Fire and Police and follow all safety requirements determined by them.
  - (f) Lessee will not charge an admission or parking fee to the public of this event.
6. **CONCESSIONS:** The parties agree that the Lessor will open, operate or contract concession stand(s) during this event for the public.
7. **RISK OF LOSS:** Lessee shall be solely responsible for losses including but not limited to any losses caused by fire on the premises during the rental period. In addition, Lessee shall be responsible for any damages caused by the public to the premises during the rental period. Lessee shall be required to maintain insurance to cover any losses caused by fire, damage, or otherwise to existing structures or to the premises as a whole.

8. **INDEMNIFICATION:** Lessee releases Lessor from liability for and agrees to indemnify lessor against all losses incurred by lessor as a result of:
- (a) Lessee's failure to fulfill any condition of this agreement;
  - (b) Any damage or injury happening in or about the house or premises to lessee's invitees or licensees or such person's property; and
  - (c) Lessee's failure to comply with any requirements imposed by any governmental authority.
9. **FAILURE OF LESSOR TO ACT:** Failure of lessor to insist upon strict compliance with the terms of this agreement shall not constitute a waiver of lessor's right to act on any violation.
10. **REMEDIES CUMULATIVE:** All remedies under this agreement or by law or equity shall be cumulative. If a suit for any breach of this agreement established a breach by lessee, lessee shall pay to lessor all expenses incurred in connection therewith.
11. **NOTICES:** Any notices required by this agreement shall be in writing and shall be deemed to be given if delivered personally or mailed by registered or certified mail.
12. **COMPLIANCES WITH LAW:** Lessee agrees not to violate any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the leased premises. There shall be no alcoholic beverages allowed on the premises.
13. **SEVERABILITY:** Each paragraph of this lease agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or sub-paragraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.
14. **ENTIRE AGREEMENT:** This agreement and any attached addendum constitute the entire agreement and any attached addendum constitute the entire agreement between the parties and no oral statements shall be binding.
15. **INTERPRETATION:** This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.
16. **RELATIONSHIP:** Lessor and Lessee agree that their relationship is that of independent contractors and not a partnership or joint venture.

  
 \_\_\_\_\_  
 Lessee, East Arkansas Broadcasters Signature

  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Lessor, City of Jonesboro Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Attest Signature

\_\_\_\_\_  
 Date

## **RENTAL AGREEMENT**

This agreement is made between the City of Jonesboro, hereinafter called Lessor and East Arkansas Broadcasters hereinafter called Lessee.

Lessor leases to Lessee, property at 3021 Dan Avenue, Jonesboro, Arkansas commonly known as Joe Mack Campbell Park in Jonesboro, Arkansas in the following conditions:

1. **TERM:** The term of this lease shall be for three (3) days, beginning July 2, 2025, and ending at midnight on July 4, 2025.
2. **RENT:** Rent is payable in advance, no later than July 1st, 2025 and shall be made in a single payment of one thousand dollars (\$1,000.00). Said payment shall be delivered to the Lessor at 300 South Church Street, Jonesboro, Arkansas 72401.
3. **USE:** Lessee agrees to use said premises for the purpose of a July 4<sup>th</sup> Fireworks Display, Color Run and for no other purpose.
4. **SUBLET:** Lessee **may-not** sublet the property or assign this lease without written consent of lessor.
5. **USE:** The property shall be used for a July 4<sup>th</sup> Fireworks Display. Lessee shall be responsible for the following:
  - (a) Supplying and removing portable toilets to be placed on the premises for the use of the public during the activities on the property.
  - (b) Cleaning up the property following the event, to include trash pick-up and repair of any damages caused by the public or the Lessee to the property during their use. Property must be left in the same condition as it was in prior to the event hosted by the lessee.
  - (c) Lessee is responsible for providing for the smooth flow of traffic into and out of the event. In addition, Lessee will provide traffic control to ensure that no persons are parking in areas on the property which are restricted and not designed of parking vehicles.
  - (d) Lessee will barricade restricted access areas to prevent the public from entering.
  - (e) Lessee will coordinate with Fire and Police and follow all safety requirements determined by them.
  - (f) Lessee will not charge an admission or parking fee to the public of this event.
6. **CONCESSIONS:** The parties agree that the Lessor will open, operate or contract concession stand(s) during this event for the public.
7. **RISK OF LOSS:** Lessee shall be solely responsible for losses including but not limited to any losses caused by fire on the premises during the rental period. In addition, Lessee shall be responsible for any damages caused by the public to the premises during the rental period. Lessee shall be required to maintain insurance to cover any losses caused by fire, damage, or otherwise to existing structures or to the premises as a whole.

8. **INDEMNIFICATION:** Lessee releases Lessor from liability for and agrees to indemnify lessor against all losses incurred by lessor as a result of:
- (a) Lessee’s failure to fulfill any condition of this agreement;
  - (b) Any damage or injury happening in or about the house or premises to lessee’s invitees or licensees or such person’s property; and
  - (c) Lessee’s failure to comply with any requirements imposed by any governmental authority.
9. **FAILURE OF LESSOR TO ACT:** Failure of lessor to insist upon strict compliance with the terms of this agreement shall not constitute a waiver of lessor’s right to act on any violation.
10. **REMEDIES CUMULATIVE:** All remedies under this agreement or by law or equity shall be cumulative. If a suit for any breach of this agreement established a breach by lessee, lessee shall pay to lessor all expenses incurred in connection therewith.
11. **NOTICES:** Any notices required by this agreement shall be in writing and shall be deemed to be given if delivered personally or mailed by registered or certified mail.
12. **COMPLIANCES WITH LAW:** Lessee agrees not to violate any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the leased premises. There shall be no alcoholic beverages allowed on the premises.
13. **SEVERABILITY:** Each paragraph of this lease agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or sub-paragraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.
14. **ENTIRE AGREEMENT:** This agreement and any attached addendum constitute the entire agreement and any attached addendum constitute the entire agreement between the parties and no oral statements shall be binding.
15. **INTERPRETATION:** This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.
16. **RELATIONSHIP:** Lessor and Lessee agree that their relationship is that of independent contractors and not a partnership of joint venture.

\_\_\_\_\_  
 Lessee, East Arkansas Broadcasters Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Lessor, City of Jonesboro Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Attest Signature

\_\_\_\_\_  
 Date



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-25:058

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

**In Control:** Finance & Administration Council Committee

**File Type:** Resolution

A RESOLUTION TO CONTRACT WITH SAGA COMMUNICATIONS OF ARKANSAS  
LLC D/B/A JONESBORO RADIO GROUP FOR RENTAL OF SOUTHSIDE SPORTS  
COMPLEX

WHEREAS, the City of Jonesboro owns and maintains Southside Sports Complex located at 5301 Stadium Blvd;

WHEREAS, Jonesboro Radio Group is seeking rental for Fourth of July fireworks at Southside Sports Complex; and

WHEREAS Jonesboro Radio Group is renting the complex for the sum of \$1,000.00;

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Jonesboro Radio Group for the rental of Southside Sports Complex. A copy of said contract is attached as Exhibit A.

SECTION 2: The Mayor, Harold Copenhaver and City Clerk, April Leggett are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate the agreement.

## **RENTAL AGREEMENT**

This agreement between The City of Jonesboro, hereinafter called Lessor and Saga Communications of Arkansas, LLC, dba Jonesboro Radio Group hereinafter called Lessee.

Lessor leases to Lessee, property at 5003 Stadium Boulevard, Jonesboro, Arkansas commonly known as the Southside Softball Complex in Jonesboro, Arkansas in the following conditions:

1. **TERM:** The term of this lease shall be for three (3) days, beginning July 3, 2025, and ending at midnight on July 5, 2025.
2. **RENT:** Rent is payable in advance, no later than July 1st, 2025 and shall be made in a single payment of one thousand dollars (\$1,000.00). Said payment shall be delivered to the Lessor at 300 South Church Street, Jonesboro, Arkansas 72401.
3. **USE:** Lessee agrees to use said premises for the purpose of a July 4<sup>th</sup> Fireworks Display, and for no other purpose.
4. **SUBLET:** Lessee **may-not** sublet the property or assign this lease without written consent of lessor.
5. **USE:** The property shall be used for a July 4<sup>th</sup> Fireworks Display. Lessee shall be responsible for the following:
  - (a) Supplying and removing portable toilets to be placed on the premises for the use of the public during the activities on the property.
  - (b) Cleaning up the property following the event, to include trash pick-up and repair of any damages caused by the public or the Lessee to the property during their use. Property must be left in the same condition as it was in prior to the event hosted by the lessee.
  - (c) Lessee is responsible for providing for the smooth flow of traffic into and out of the event. In addition, Lessee will provide traffic control to ensure that no persons are parking in areas on the property which are restricted and not designed of parking vehicles.
  - (d) Lessee will barricade restricted access areas to prevent the public from entering.
  - (e) Lessee will coordinate with Fire and Police and follow all safety requirements determined by them.
  - (f) Lessee will not charge an admission or parking fee to the public of this event.
6. **CONCESSIONS:** The parties agree that the Lessor will open, operate or contract concession stand(s) during this event for the public. All monies made at the concession stand will go to the City of Jonesboro, Arkansas.
7. **RISK OF LOSS:** Lessee shall be solely responsible for losses including but not limited to any losses caused by fire on the premises during the rental period. In addition, Lessee shall be responsible for any damages caused by the public to the premises during the rental period. Lessee shall be required to maintain insurance to cover any losses caused by fire, damage, or otherwise to existing structures or to the premises as a whole.

- 8. **INDEMNIFICATION:** Lessee releases Lessor from liability for and agrees to indemnify lessor against all losses incurred by lessor as a result of:
  - (a) Lessee’s failure to fulfill any condition of this agreement;
  - (b) Any damage or injury happening in or about the house or premises to lessee’s invitees or licensees or such person’s property; and
  - (c) Lessee’s failure to comply with any requirements imposed by any governmental authority.
  
- 9. **FAILURE OF LESSOR TO ACT:** Failure of lessor to insist upon strict compliance with the terms of this agreement shall not constitute a waiver of lessor’s right to act on any violation.
  
- 10. **REMEDIES CUMULATIVE:** All remedies under this agreement or by law or equity shall be cumulative. If a suit for any breach of this agreement established a breach by lessee, lessee shall pay to lessor all expenses incurred in connection therewith.
  
- 11. **NOTICES:** Any notices required by this agreement shall be in writing and shall be deemed to be given if delivered personally or mailed by registered or certified mail.
  
- 12. **COMPLIANCES WITH LAW:** Lessee agrees not to violate any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the leased premises. There shall be no alcoholic beverages allowed on the premises.
  
- 13. **SEVERABILITY:** Each paragraph of this lease agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or sub-paragraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.
  
- 14. **ENTIRE AGREEMENT:** This agreement and any attached addendum constitute the entire agreement and any attached addendum constitute the entire agreement between the parties and no oral statements shall be binding.
  
- 15. **INTERPRETATION:** This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.
  
- 16. **RELATIONSHIP:** Lessor and Lessee agree that their relationship is that of independent contractors and not a partnership of joint venture.

\_\_\_\_\_  
 Lessee, Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Lessor, City of Jonesboro Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Attest Signature

\_\_\_\_\_  
 Date



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-25:059

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

**In Control:** Public Works Council Committee

**File Type:** Resolution

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH TRAC-WORK, INC. FOR THE CRAIGHEAD TECHNOLOGY PARK INDUSTRIAL LEAD - SWITCH POINT PROTECTION & GRADE CROSSING MAINTENANCE PROJECT (2025:17)

WHEREAS, the City of Jonesboro has desires to accept the low bid and enter into a contract for the Craighead Technology Park Industrial Lead - Switch Point Protection & Grade Crossing Maintenance project;

WHEREAS, the low bidder and the firm selected for the project is Trac-Work, Inc.; and

WHEREAS, the funding for the execution of the contract shall come from the capital improvement budget and compensation shall be paid in accordance with the agreement.

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 Trac-Work, Inc. for the Craighead Technology Park Industrial Rail Lead - Switch Point Protection & Grade Crossing Maintenance project.

Section 2. The funding for the execution of the contract shall come from the capital improvement budget and compensation shall be paid in accordance with the agreement.

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 the agreement.

W. WILLIAM GRAHAM JR., INC.  
 CONSULTING ENGINEERS  
 100 N. Rodney Priham Rd (Suite 2B)  
 Little Rock, AR 72205  
 (501)227-0078

CITY OF JONESBORO  
 300 S. Church Street  
 Jonesboro, AR 72401  
 CTP Lead Switch Point Protection X-ing Maint  
 (Bid #2025:17)

Item	Description of Item	CTP IND LEAD-NESTLE IND LEAD - Maintenance & Grade Crossing Improvements		TRAC-WORK, INC.		AMERICAN SERVICES, LLC.		RAILWORKS SERVICES, LLC.	
		Qty	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Surface, Regulate, Line and Tamp Ex. Trackage	500	Ea.	\$249.50	\$124,750.00	\$225.00	\$112,500.00	\$249.50	\$124,750.00
2	Ballast Aggregate Material (BNSF Specifications)	8	Ea.	\$5,669.07	\$45,352.56	\$6,450.00	\$51,600.00	\$6,000.00	\$48,000.00
3	Furnish & Install New 7"x9"x8.5' Cross ties (wood)	100%	LS	\$65,710.63	\$65,710.63	\$54,000.00	\$54,000.00	\$99,500.00	\$99,500.00
4	Quality Way Grade Crossing rebuild (Incl. Conc. Panels, 7"x9"x10' crossties, etc.)	100%	LS	\$2,825.49	\$2,825.49	\$32,400.00	\$32,400.00	\$4,250.00	\$4,250.00
5	Final Inspection	100%	LS	\$5,367.14	\$5,367.14	\$20,000.00	\$20,000.00	\$2,500.00	\$2,500.00
<b>TOTAL BID</b>					<b>\$244,005.82</b>		<b>\$270,500.00</b>		<b>\$279,000.00</b>

This is a certified copy of the tabulation of bids on the captioned work as submitted by the Contractors listed above.

W. WILLIAM GRAHAM JR., INC. CONSULTING ENGINEERS

BY: *Robert B. Graham*  
 DATE: 5/22/25





# Specifications For

## Craighead Technology Park Industrial Lead – Switch Point Protection & Grade Crossing Maintenance Project

(Bid #2025:17)

Jonesboro, Arkansas



City of Jonesboro ■ Engineering Department

5/1/25

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 **Craighead Technology Park Industrial Lead – Switch Point Protection & Grade Crossing Maintenance Project** 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 **WEDNESDAY, MAY 21, 2025** and then publicly opened and read aloud in the Third Floor Conference Room for furnishing all labor, material, and equipment, and all work required to furnish and construct the industrial rail grade crossing complete. All Submissions shall be annotated on the outside of the envelope with the bid number **2025:17**.

The Project consists of replacing 500 cross-ties and installing switch protection assemblies on existing turnouts. The Project also includes the removal of the existing Nestle Rd. concrete at-grade crossing and reconstruction of the at-grade crossing with new 7"x9"x10' crossties, aggregate, the salvageable concrete panels, new concrete panels (if required), and associated asphalt paving to complete the crossing replacement. The Contractor shall also remove one panel in the Frito Lay Dr. grade crossing and replace it with an existing salvaged panel in the yard.

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 printing per set from the Jonesboro Blueprint, 222 Madison Street, Jonesboro, Arkansas 72401, ph. (870)932-4349. No partial sets will be issued. No refunds will be made. Any addendum to this bid will be posted no later than 7 days before bid opening by clicking on "Purchasing" at [www.jonesboro.org](http://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.

Each bid must be submitted in a sealed envelope clearly marked on the outside that it contains a bid for the **Craighead Technology Park Industrial Lead – Switch Point Protection & Grade Crossing Maintenance Project**, Bid Number **2025:17** 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 re-advertise 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**

CONSTRUCTION SURVEY STAKING (*IF NEEDED*) TO BE PROVIDED BY CONTRACTORS.

**III. BID PROPOSAL FOR UNIT PRICES**

①

**Bid Proposal for Unit Price "Line Item" Contract**

City of Jonesboro, Arkansas (City/County), Arkansas

Craighead Technology Park Industrial Lead – Switch Point Protection & Grade Crossing Maintenance

Project Type of Project

Craighead Technology Park Ind Lead, Nestle Rd. & Frito Lay Rd. (Jonesboro) Project Location

Bid # 2025:17

As bidder, Trac-Work, Inc. (Insert name of corporation, partnership or individual), in accordance with your invitation for bids for the construction of the above-identified project, having examined all contract documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices as stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

**TO: CITY OF JONESBORO  
Attn: Mayor Harold Copenhaver  
c/o City of Jonesboro  
300 S. Church Street  
Jonesboro, AR 72401**

Gentlemen:

The undersigned do hereby declare:

1. That they have been regularly engaged in contract work of the class required by the drawings, specifications, and contract for 39 years, and respectfully invites your attention to the following similar improvements that have been constructed by them:

<u>Place</u>	<u>Character of Work</u>	<u>Year</u>	<u>Owner</u>
See Attachments			

2. That they have carefully examined the nature and the location of the work, the contract and specifications governing the same and hereby agree to complete the work covered in this proposal in strict conformity with all documents appended.

3. That they have examined and familiarized themselves with the laws of Arkansas governing work of this class and safeguarding the public construction will conform to such laws.

4. That if awarded a contract, to commence the work within 10 days of receipt of the Notice to Proceed from the Owner and to fully complete it on or before the expiration of   \*   days after the date of the Notice to Proceed. The bidder further agrees to pay as liquidated damaged, the sum of \$   \*\*   for each consecutive calendar day thereafter as provided in the General Conditions.

\*Section I - 60 Days; \*\*see SC.6.4

5. That if awarded a contract, to furnish the Owner within 10 days of the date of the Award, an approved Performance Bond and Payment Bond in the amount of 100% of the contract with an approved surety company authorized to do business in Arkansas, which bonds shall particularly provide for the performance of the contractor and payment of all material and labor claims arising from the work. In addition, that in order to comply fully with the statutes of the State of Arkansas, the originals of the Performance Bond and Payment Bond will be filed with the Circuit Clerk of Craighead County by the Owner.

6. That the undersigned also acknowledges receipt and inclusion in this proposal of the following addendum or addenda:

None \_\_\_\_\_

\_\_\_\_\_

7. That the undersigned does hereby offer to perform the whole of the work and to furnish all appurtenances, labor tools, machinery and equipment necessary for the work contemplated under these contracts in accordance with the specifications for roadbed and industrial spur tracks contained herein, as applicable, for the following unit prices and lump sum prices:

**CTP IND LEAD-NESTLE IND LEAD – Maintenance & Grade Crossing Improvements**

<u>Item No.</u>	<u>Description of Item</u>	<u>Approx. Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1.	New 7"x9"x8.5' Crossties (wood)	500	EA		
			Dollars	(\$ 249.50)	\$ 124,750.00 ✓
2.	Switch Point Protection Guard Assembly (W-C-H Model STFM)	8	EA		
			Dollars	(\$ 5,669.07)	\$ 45,352.56 ✓
3.	Nestle Rd. Grade Crossing Rebuild Incl. Conc Panels, 7"x9"x10' Crossties	100%	LS		
			Dollars	(\$ 65,710.63)	\$ 65,710.63 ✓
4.	Frito Lay Rd. Grade Crossing Maint. (Conc Panel Removal/Replacement)	100%	LS		
			Dollars	(\$ 2,825.49)	\$ 2,825.49 ✓
5.	Final Inspection	100%	LS		
			Dollars	(\$ 5,367.14)	\$ 5,367.14 ✓
				<b>TOTAL \$</b>	<b>244,005.82 ✓</b>

\* \* \* \* \*

8. The bidder proposes to use the following equipment or material on the construction of TRACK:

A. RAIL  
Supplier's Name: None

B. BALLAST  
Supplier's Name: Ballou Pavement Solutions, Inc

C. SWITCHES  
Manufacturer's or Supplier's Name: None

D. TIES  
Supplier's Name: Stella Jones

9. The bidder, at his expense, will supply the Owner with Certification of Authenticity certificates that all rails (if supplied) will be Number One relay (min.) according to BNSF RR Standards. The rail may be measured again once shipped to the site. Rail not meeting the standards will be rejected.

10. The bidder proposes to use the following subcontractors to construct a portion of the project:

A. Name: None  
Address: \_\_\_\_\_  
Brief List of Work: \_\_\_\_\_  
Approximate Amount of Subcontract: \$ \_\_\_\_\_

B. Name: None  
Address: \_\_\_\_\_  
Brief List of Work: \_\_\_\_\_  
Approximate Amount of Subcontract \$ \_\_\_\_\_

C. Name: None  
Address: \_\_\_\_\_  
Brief List of Work: \_\_\_\_\_  
Approximate Amount of Subcontract \$ \_\_\_\_\_

11. The contractor receiving the award of contract shall post a Performance and Payment Bonds in the amount of the contract for the Section being bid on.

12. Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding. The Owner reserves the right to award the contract to the bidder that is deemed to have presented the proposal that is in the best interest of the Owner.

13. The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

RESPECTFULLY SUBMITTED

\_\_\_\_\_  
By Bruno Garcia  
Title Area Manager  
Address 7700 Jamison Rd  
Little Rock, AR 72209

Arkansas License Number #0035070426

**IV. BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT we the undersigned, Trac-Work, Inc., as PRINCIPAL, and

Fidelity and Deposit Company of Maryland, as SURETY, are held and firmly bound unto the

City of Jonesboro, hereinafter called the OWNER in the penal sum of \_\_\_\_\_

Five Percent of the Greatest Amount Bid

(\$ 5% GAB), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these Presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS, the Principal has submitted the accompanying Proposal, dated May 21, 2025, for the Craighead Technology Park Industrial Lead – Switch Point Protection & Grade Crossing Maintenance Project.  
(Bid Number **2025:17**)

NOW, THEREFORE, if the Principal shall not withdraw said Proposal within sixty (60) days after the opening of same, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the Proposal as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument, under their several seals this 21st day of May, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

Trac-Work, Inc. \_\_\_\_\_

(Principal)

By Ericka Allen \_\_\_\_\_

Sec. / Treas.  
(Title)

P.O. Box 550 \_\_\_\_\_

Ennis, TX 75120  
(Address)

[Signature]  
(Witness)

P.O. Box 550 \_\_\_\_\_

Ennis, TX 75120 \_\_\_\_\_

SEAL

Fidelity and Deposit Company of Maryland \_\_\_\_\_

(Corporate Surety)

By Troy Russell Key \_\_\_\_\_  
Troy Russell Key, Attorney in Fact

1299 Zurich Way 5th Floor \_\_\_\_\_

Schaumburg, IL 60196-1056  
(Address)

Jandra Roney \_\_\_\_\_

NOTE: Power-of-attorney for person signing  
for surety company must be attached  
to bond.

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint to o John R. WARD, Monica Ruby VEAZEY, John William NEWBY, Thomas Douglas MOORE, Sandra Lee RONEY, Debra Lee MOON, Andrea Rose CRAWFORD, Troy Russell KEY, Emily Allison MIKESKA, Allyson W. DEAN, Colin E. CONLY, Andrew Gareth ADDISON, Patrick Thomas COYLE, Michael Donald HENDERICKSON, Bryan Kelly MOORE, Elizabeth ORTIZ Ana OWENS, Betty J. REEH, Andrew CLARK, Faith Ann HILTY of Addison, Texas, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 31st day of January, A.D. 2024.



**ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 31st day of January, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Genevieve M. Maison*

**Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790**

GENEVIEVE M. MAISON  
NOTARY PUBLIC  
BALTIMORE COUNTY, MD  
My Commission Expires JANUARY 27, 2025



**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 21st day of May, 2025.



Thomas O. McClellan  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

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### V. 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. Trac-Work, Inc.
2. Permanent main office address. 3801 North I-45 Ennis, TX 75119
3. When organized. 08/22/1968
4. If a corporation, where incorporated. Texas
5. How many years have been engaged in the contracting business under your present firm or trade name? 57 years
6. Arkansas Contractor's License Number # 003507
7. DUNS # 04-462-9020
8. System of Award Management (SAM) expiration date 01/13/2026
9. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion). See attached
10. General character of work performed by your company. Railroad track construction
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. See attached.
15. List your major equipment available for this Contract. See attached.
16. Experience in construction work similar in importance to this project. See attached.

- 17. Background & experience of the principal members of your organization, including the officers.
- 18. Credit available: \$ 500,000
- 19. Give Bank reference: Ennis State Bank
- 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 Trac-Work, Inc this 15  
 day of May, 20 25.

Trac-Work, Inc.  
 (Name of Bidder)  
 By Ericka Allen  
 Title Secretary/Treasurer

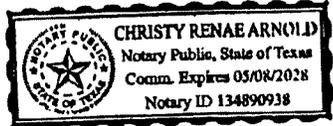
STATE OF Texas )  
 ) SS.  
 COUNTY OF Ellis )

Ericka Allen being duly sworn deposes and says that  
 He/she is Secretary/Treasurer of Trac-Work, 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 15 day of May, 20 25.

Christy Renae Arnold  
 (Notary Public)

My Commission Expires:  
05/08/2028



TRAC-WORK, INC.  
LARGEST JOBS COMPLETED IN LAST 3 YEARS  
MARCH 31, 2025

<u>JOB NO.</u>	<u>JOB DESCRIPTION</u>	<u>CITY</u>	<u>ST</u>	<u>CONTRACT DATE</u>	<u>COMPLETE DATE</u>	<u>CONTRACT AMOUNT</u>
2223033	BASF CORP	GEISMAR	LA	8/7/23	1/1/25	4,383,466.95
2322016	SHINTECH LOUISIANA	PLAQUEMINE	LA	3/16/22	1/1/24	4,309,876.15
2422034	BALDWIN COUNTY MEGA SITE	BAY MINETTE	AL	4/11/22	1/31/24	3,761,036.10
2323015	SHINTECH LOUISIANA	PLAQUEMINE	LA	2/10/23	5/30/24	3,413,912.50
260017	TURNER INDUSTRIES (EXXON MOBII	BATON ROUGE	LA	4/20/20	1/1/23	3,174,969.52
3323007	DOLESE BROS-BIG CANYON SIDE	SULPHUR	OK	1/1/23	10/31/24	3,045,912.81
2123021	FORMOSA 62 RAILCAR FACILITY	POINT COMFORT	TX	4/5/23	5/31/24	2,939,424.05
3423060	SUNNY SIDE MATERIALS	FORT WORTH	TX	7/12/23	10/15/24	2,839,515.31
240026	TOYOTA-TRANSDEVELOPMENT	MADISON	AL	3/2/20	1/1/23	2,809,791.14
2623020	SKM-GEISMAR	GEISMAR	LA	6/27/23	1/1/25	2,769,017.97
2321067	BEARD CONSTRUCTION - SHINTECH	ADDIS	LA	10/11/21	9/30/22	2,593,644.00
1121038	TYSON FOODS, INC.	FULTON	AR	3/2/21	7/2/22	1,932,257.73
1122039	CITY OF JONESBORO	JONESBORO	AR	2/28/22	2/13/23	1,903,777.96
3222038	CARLISLE-NEW MANUFACTURING F.	SIKESTON	MO	6/1/22	3/5/23	1,789,674.00
260025	BROWN INDUSTRIAL CONST	ST. GABRIEL	LA	9/1/20	1/1/23	1,740,885.25
1323036	PROJECT CARDINAL	JACKSON	TN	7/1/23	10/21/24	1,638,302.74
2422047	TOYOTA INDIANA	PRINCETON	IN	6/30/22	5/31/24	1,554,892.00
1121043	CITY OF JONESBORO	JONESBORO	AR	6/3/21	7/2/22	1,537,136.21
1122064	GRANITE MOUNTAIN QUARRIES	LITTLE ROCK	AR	2/19/23	4/29/24	1,464,842.49
2323011	BIG RIVER STEEL	OSCEOLA	AR	2/2/23	2/28/25	1,397,814.65
2621026	WESTLAKE VINYL-S-PVC PHASE III EX	GEISMAR	LA	11/15/21	2/1/24	1,387,865.00
3221018	KOCH FERTILIZER RAIL YARD & LOOI ENID		OK	4/21/21	11/30/22	1,356,186.81
3121085	MARS WRIGLEY CONFECTIONERY U: WACO		TX	9/1/21	11/2/22	1,344,031.09
3221024	MEMPHIS & SHELBY COUNTY PORT	MEMPHIS	TN	5/7/21	11/30/22	1,288,131.56
340033	AUSTIN BRIDGE AND ROAD	ROANOKE	TX	4/8/20	1/22/24	1,092,413.61
2222010	KINDER MORGAN TRACK 797A NEW HARVEY		LA	8/15/22	4/28/23	1,046,635.00
1223041	GEORGIA PACIFIC PASSPORT (CELLU	MEMPHIS	TN	7/1/23	10/30/24	1,006,469.16
260026	WESTLAKE VINYL-S CO.	GEISMAR	LA	9/28/20	4/30/22	963,069.86
2121043	CLEAN HARBORS	LAPORTE	TX	11/15/21	4/4/23	962,386.86
3424013	CONAGRA	FORT WORTH	TX	1/18/24	2/5/25	957,527.12
3222020	VULCAN MATERIALS COMPANY	MILLCREEK	OK	3/31/22	11/30/22	900,380.57
2423041	PEAK PELLET MILL	DOTHAN	AL	10/31/23	5/31/24	860,989.00
3121001	VIA RAIL ENGINEERING INC	ARLINGTON	TX	1/7/21	1/1/24	855,997.61
3421047	KINDER MORGAN DFW ETHANOL F/	EULESS	TX	5/17/21	1/1/24	821,461.60
2422055	SKM TURNKEY - NATIONAL CEMENT	RAGLAND	AL	9/12/22	7/1/23	779,669.30
2422038	PEANUT FARM	ATMORE	AL	5/9/22	3/20/23	775,480.00
2421037	MAR-JAC POULTRY	MAYSVILLE	GA	7/12/21	5/31/22	761,428.50
2223007	SHINTECH PLAQUEMINE	PLAQUEMINE	LA	1/23/23	2/28/24	754,402.00
310065	F.A. PEINADO, LLC	HILLSBORO	TX	12/1/20	4/30/22	748,245.08
2421047	CEMEX	BUFORD	GA	11/15/21	6/15/22	743,619.50
3122050	GRAY CONSTRUCTION	HUTCHINS	TX	8/1/22	1/15/24	740,666.27
3123011	GORDAN HIGHLANDER	LANCASTER	TX	8/25/23	10/31/24	731,800.00
1322037	CERTAINTTEED	SHREVEPORT	LA	6/8/22	3/5/23	724,643.21
2322021	SHINTECH	ADDIS	LA	4/5/22	11/1/22	718,420.24
1223044	MACROSOURCE TRACK REHABILITA	MEMPHIS	TN	8/28/23	3/31/24	718,355.07
3223038	CLEAN HARBORS-BUILD NEW TURN	WAYNOKA	OK	6/30/23	3/31/24	688,674.50
2323050	SKM-GEISMAR	GEISMAR	LA	10/16/23	1/1/25	678,234.24
3322025	AITX NORTH EXPANSION	BROOKHAVEN	MS	5/25/22	7/8/23	673,185.88
2121020	STROBEL ENERGY GROUP LLC	LAPORTE	TX	6/11/21	4/28/22	666,320.40

TRAC-WORK, INC.  
LARGEST JOBS IN PROGRESS  
MARCH 31, 2025

<u>JOB NO.</u>	<u>JOB DESCRIPTION</u>	<u>CITY</u>	<u>ST</u>	<u>CONTRACT DATE</u>	<u>CONTRACT AMOUNT</u>
2124032	FORMOSA-PHASE 1-PHASE 7 J7 NOI	POINT COMFORT	TX	09/01/24	7,773,548.80
2424014	HYUNDAI ELLABELL	ELLABELL	GA	01/31/24	5,818,654.00
2224028	DUPONT PROJECT	LAPLACE	LA	05/23/24	5,247,796.83
1324016	HUBER OSB MILL 6	SHUQUALAK	MS	03/11/24	4,296,991.65
3425012	FWWR	FORT WORTH	TX	01/01/25	4,112,763.60
1124059	HYBAR - OSCEOLA	OSCEOLA	AR	07/26/24	3,998,330.00
3125002	GRAPHIC PACKAGING	WACO	TX	02/01/25	3,896,811.00
2424054	LHOIST MONTEVALLO RAIL EXPANSI	CALERA	AL	08/13/24	3,478,131.00
2124008	FORMOSA-PHASE 1-PHASE 4	POINT COMFORT	TX	12/28/23	2,930,805.27
2424056	PLANT BARRY	BUCKS	AL	09/06/24	2,883,032.50
3124090	MARTIN MARIETTA	MIDLOTHIAN	TX	11/25/24	2,822,071.94
3224087	ARDMORE DEVELOPMENT AUTHO	ARDMORE	OK	08/05/24	2,788,391.49
3222078	PORT OF MUSKOGEE RAIL ACCESS 8	MUSKOGEE	OK	12/05/22	2,271,028.10
2424048	PLASMINE	BAY MINETTE	AL	06/17/24	2,141,956.00
1124067	EL DORADO CHEMICAL	EL DORADO	AR	11/01/24	2,104,232.09
2424053	MEGA NOVELIS RAIL SPUR	BAY MINNETTE	AL	08/09/24	2,060,359.60
3125010	BURNCO TEXAS	TRENTON	TX	02/06/25	2,003,381.13
2425012	HOLLINGSHEAD CEMENT RAIL TERM	COWAN	TN	02/24/25	1,906,692.40
3224102	PROJECT TIDE	HOPE HULL	AL	11/11/24	1,698,797.75
2324007	BIG RIVER STEEL	OSCEOLA	AR	01/26/24	1,540,251.66
1124052	TREX @ LITTLE ROCK PORT AUTHO	LITTLE ROCK	AR	07/01/24	1,532,848.45
3423040	PROJECT RODEO	MCGREGOR	TX	04/04/23	1,527,809.56
3225001	FWWR	FORT WORTH	TX	01/01/25	1,505,533.45
3122012	MERRICK ENGINEERING (RAILEX)	WACO	TX	03/28/22	1,495,539.33
1325027	PMCI	MOUNT PLEASANT	TX	04/14/25	1,438,064.36
3122031	PMCI PROPERTIES II, LP	MOUNT PLEASANT	TX	04/28/22	1,319,125.45
1324039	DIATOM-GEORGETOWN COUNTY	ANDREWS	SC	07/31/24	1,204,102.39
2624017	LACASSINE	IOWA	LA	09/30/24	1,183,496.08
3124050	MARTIN MARIETTA	GREEN COVE SPRINGS	FL	06/13/24	1,106,206.61
3225003	KORR-MAIZE KS	MAIZE	KS	01/01/25	1,067,779.04
3224013	AM/NS CALVERT	CALVERT	AL	02/05/24	1,063,974.66
2424024	INFRA-METALS	BUCHANAN	GA	09/16/24	987,208.00
3424047	JAMES HARDIE	PRATTVILLE	AL	05/27/24	981,205.58
3324025	PURINA ANIMAL NUTRITION-RAIL A	HENDERSON	CO	05/31/24	914,817.45
1324032	TURK POWER PLANT	FULTON	AR	03/25/24	914,565.60
2324018	HUBER OSB MILL 6	SHUQUALAK	MS	04/22/24	870,627.35
3224089	KOCH-TRACK #3 REHAB	ENID	OK	08/21/24	808,264.82
1125037	MCGEORGE @ TREEHOUSE	LITTLE ROCK	AR	01/16/25	802,659.14
3423051	RAGLE-TXDOT	FORT WORTH	TX	05/31/23	800,983.69
1125039	NEW MILL @ CITY OF HOPE	HOPE	AR	01/16/25	768,881.42
2123050	FORMOSA GVC20 NEW CONSTRUCT	POINT COMFORT	TX	10/25/23	766,911.23
1124065	GREENBRIER CENTRAL	MARMADUKE	AR	09/18/24	761,420.20
3425022	HILLWOOD	ROANOKE	TX	03/10/25	723,060.69
2424043	MISS EXPORT RR	MOSS POINT	MS	05/21/24	717,612.08
2525009	CITGO PROJECT	WESTLAKE	LA	03/12/25	652,527.00
2125003	FORMOSA PLASTICS-MARSHALLING	POINT COMFORT	TX	01/01/25	629,991.63
2423040	NEXUS CIRCULAR	MCDONOUGH	GA	10/02/23	583,130.70
2325024	JAMES HARDIE	PRATTVILLE	AL	04/16/25	576,569.41
1125042	LRPA-ELOPAK-PROJ DARIUS	LITTLE ROCK	AR	01/22/25	565,930.00

TRAC-WORK, INC.  
EQUIPMENT LIST

**Description**

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2700 TAMPER  
6700 TAMPER  
900 TAMPER  
AIR COMPRESSOR  
BACKHOE  
8.5 TON CRANE  
CHERRY PICKER  
FORKLIFT  
GENERATOR  
JACKSON HAND TAMPER  
35-TON JACK  
RAIL BENDER  
RAIL DRILL  
BALLAST REGULATOR  
RAIL HEATER  
RAIL PULLER  
ATLANTIC RAIL SAW  
WELDER

**JIMMY SIMS**  
**President**  
**Trac-Work, Inc.**

**Trac-Work, Inc. – 1984 to Present**

Jimmy joined Trac-Work, Inc. in 1984 as a laborer and worked his way through the ranks as equipment operator, truck driver, track foremen, area superintendent and area manager of the Schriever, LA office. Jimmy is also a certified track inspector as per FRA Rule 213.7(a) since October 1992.

Jimmy was elected to serve on the Board of Directors in 1997.

In 2018 Jimmy was promoted to Regional Manager overseeing several Trac-Work, Inc. offices and assisting the Area Managers at the Shreveport, Memphis, Baton Rouge, Schriever, Houston and Sulphur offices. As Regional Manager, he assisted with daily operations in estimating, office operations and on-site projects.

Jimmy has overseen minimal jobs from a few hundred dollars to multi-million-dollar projects.

In 2019, Jimmy was elected to serve as Senior Vice-President of Trac-Work, Inc. In 2023, Jimmy was elected to serve as President.

**41 Years Experience**

# ROBLEY OUBRE

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## EXPERIENCE

### **JANUARY 2023 - PRESENT**

#### **SENIOR VICE PRESIDENT, TRAC-WORK, INC.**

Reporting daily to the President - Oversee Safety Department – Review Financial Statements company wide - Review contracts and subcontracts - Day to day communication with thirteen offices and sub-companies - Evaluate yearly revenues and profits for each office.

### **MARCH 2022 – JANUARY 2023**

#### **REGIONAL MANAGER, TRAC-WORK, INC.**

Reporting daily to Senior Vice President - Day to day communication with five offices addressing issues – Reviewing bids over \$100k to maximize profits – Travel bi-weekly to offices to help support training of new managers and establish efficient flow of daily operations – Review of monthly financials for each of the five offices – Attend social meetings throughout the year to promote the company to potential customers.

### **MARCH 2018 – MARCH 2022**

#### **AREA MANAGER, TRAC-WORK, INC.**

Reporting bi-weekly to Regional Manager and Senior Vice President – Started and built clientele for the Baton Rouge office – Responsible for building three to four crews of five employees each to perform work – Bid, scheduled and managed jobs ranging from five thousand dollars to multimillion dollar jobs – Responsible for overhead cost and managing inventories – Negotiated purchase price of materials for jobs – Performed railroad inspections for clients to keep them in compliance with FRA standards – Managed daily employee matters – Performed job site audits to ensure safe work practices – Managed office site and one Office Manager.

### **JANUARY 2017 – FEBRUARY 2018**

#### **BUSINESS DEVELOPMENT, PLANT-N-POWER SERVICES**

Reported weekly to the President – Responsible for creating new accounts – Account Manager for fifteen or more existing key accounts – Established and met first year goal of obtaining \$5m in revenue through new accounts – Attended LCIA, golf tournaments and marketing events to promote the company.

### **FEBRUARY 2013 – JANUARY 2017**

#### **GENERAL MANAGER, U.S. RAILROAD CONSTRUCTION, LLC**

Reported daily to the President – Responsible for starting and building the railroad division – Built a clientele base from existing customers – Responsible for hiring and firing of employees to build crews for obtained work – Established a new customer base – Built safety handbook and

daily JSA forms – Bid, scheduled and managed jobs ranging from five thousand dollars to multimillion dollars – Responsible for overhead cost and managing inventories – Negotiated purchase price of materials for jobs – Performed railroad inspections for clients to keep them in compliance with FRA standards – Managed daily employee matters – Managed office site and one Office Manager – Worked with Accounting Department on WIP reports.

**MAY 2010 – FEBRUARY 2013**

**SUPERINTENDENT, TRAC-WORK, INC.**

Reported daily to the Area Manager – Responsible for scheduling work for up to nine crews of five people each – Scheduled delivery of materials and equipment for jobs – Ensured employees were up to date on all safety trainings – Performed job site audits on employees and equipment – Maintained equipment and scheduled repairs – Managed daily employee matters and reported to Area Manager when needing support – Performed railroad inspections to job sites for customers.

License No. 0035070426

ID #4863

*State of Arkansas*  
**Commercial Contractors Licensing Board**

TRAC-WORK, INC.  
PO BOX 550  
ENNIS, TX 75120

TRAC-WORK, INC.

**This is to Certify That** \_\_\_\_\_

is duly licensed under the provisions of Ark. Code Ann. § 17-25-101 et. seq. as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

**HIGHWAY, RAILROAD, AIRPORT  
CONSTRUCTION**

**This contractor has an unlimited suggested bid limit.**

**from** April 11, 2025 **until** April 30, 2026 **when this Certificate expires.**

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



*[Handwritten signature]*

**CHAIRMAN**

*[Handwritten signature]*

**SECRETARY**

April 11, 2025 - dsa

*Rec'd 4-15-25*

*cc: 11, 12, 13, 23, 32, 50*



**City of Little Rock**  
**Treasury Management Division**

100 City Hall  
 500 West Markham St  
 Little Rock, Ar 72201  
 Phone: (501) 371-4566  
 Fax: (501) 371-4569

**2025**

**Business License**

**2025**

License is **ROBERT FAVORS**  
 Granted To: **TRAC-WORK INC**  
**7700 JAMISON RD**  
**LITTLE ROCK, AR 72209**

License **TRAC-WORK INC**  
 Address: **7700 JAMISON RD**  
**LITTLE ROCK, AR 72209**

Account Number: **BL113981**

Item	Description of Business	Amount
2720	GENERAL CONT. - CLASS 5-BASE	1600.00
2721	GENERAL CONT. - CLASS 5-EMP.	180.00
	Auto Assessment Charge	0.00
	<b>TOTAL PAID</b>	<b>\$1780.00</b>

In the City of Little Rock, County of Pulaski, State of Arkansas. For 12 months from the 1st day of **January, 2025**  
 Given under my hand this the **23rd** day of **October, 2024**

*Scott Massanelli* **Treasury Manager**

By: **Amanda McKinney**

**INFORMATION OF IMPORTANCE TO HOLDER OF THIS ORIGINAL LICENSE:**

- This License: 1. Does not authorize a business to operate in conflict with the laws of the City of Little Rock (inclusive of zoning regulations) or the State of Arkansas.  
 2. Must be posted in a conspicuous place at the business location being licensed.  
 3. Is **NOT** transferable with respect to location, business classification, or ownership. Change in location, classification or ownership will necessitate a new license.

Rec'd 10/23/24  
 cc: 11



AGENCY CUSTOMER ID: TRACINC-03

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Mullis Newby Hurst – Texas		NAMED INSURED Trac-Work, Inc Division #90 P.O. Box 550 Ennis, TX 75120	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

The General Liability, Auto, and Excess Liability policies contain an endorsement with primary and noncontributory wording that may apply only when there is a written contract between the named insured and the certificate holder that may require such status.

The General Liability, Auto, Excess Liability, and Workers Compensation policies include a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires this.

The Contractors Equipment policy includes a blanket Loss Payee endorsement that provides loss payee status to the certificate holder as their interest may appear.

The Automobile policy includes a Loss Payee endorsement that provides loss payee status to the certificate holder as their interest may appear.

Excess Liability follows form over Auto Liability, General Liability & Workers Compensation subject to policy forms, terms, conditions and exclusions.

General Liability - no XCU exclusion

Operations of Insured

**VI. CONTRACT**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and  
between Trac-Work, Inc.

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

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

**WITNESSETH:**

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 **Craighead Technology Park Industrial Lead – Switch Point Protection & Grade Crossing Maintenance Project** (Bid Number **2025:17**) 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

the time specified in the BID PROPOSAL FOR UNIT PRICES (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. Bid 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.



**VII. 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 **Craighead Technology Park Industrial Lead – Switch Point Protection & Grade Crossing Maintenance Project**. (Bid Number **2025:17**)

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.

**VIII. 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 and Property Damage)	- \$1,000,000/occurrence - \$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) and Physical Damage Liability	- \$1,000,000/occurrence
(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.

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

## **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.22 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.

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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)**

\*NOT APPLICABLE FOR THIS PROJECT

## **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.

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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 within the City of Jonesboro's Craighead Technology Park on the CTP Industrial Lead Railroad from the derail at Sta 2+05± to the EOT at Sta 238+82±. The Project will include replacing 500 cross-ties, improvements on the Nestle Rd. grade crossing at Sta 159+23, and the Frito Lay Dr. grade crossing at 235+00. A map showing the location of switches and rail layouts 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 & equipment necessary to complete site preparation and install switch point protection assemblies on the turnout locations as shown in the plan set. The Project includes the replacement of 500 cross-ties in the CTP Lead trackage. The Project also includes the removal of the existing Nestle Rd. concrete grade crossing and reconstruction of the grade crossing with new 7"x9"x10' cross-ties, aggregate, the salvageable concrete panels, new concrete panels as needed, and associated asphalt milling & paving. The Project shall also include the removal & replacement of one concrete panel in the Frito Lay Dr. grade crossing using a salvaged panel available in the storage yard.

## **SC.4 TIME ALLOTTED FOR COMPLETION**

The time allotted for completion of the work shall be the time as specified in the BID PROPOSAL FOR UNIT PRICES, 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 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 printing per set from the Jonesboro Blueprint, 222 Madison Street, Jonesboro, Arkansas 72401, ph. (870)932-4349. No partial sets will be issued. 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:

<u>Amount of Contract</u>	<u>Liquidated Damages Per Day</u>
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 have 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 (if required) 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.22 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. ***(NOT APPLICABLE FOR THIS CONTRACT)***

#### **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 APPLICABLE THIS PROJECT

**SC.27      RELEASE AND CONTRACTOR'S AFFIDAVIT**

At the project's completion, the Contractor shall execute the attached Release and Lien Waiver (see below) 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 (see below) 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 **Craighead Technology Park Industrial Lead – Switch Point Protection & Grade Crossing Maintenance Project** (Bid Number **2025:17**)

\_\_\_\_\_  
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 **Craighead Technology Park Industrial Lead – Switch Point Protection & Grade Crossing Maintenance Project** (Bid Number **2025:17**) 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 \_\_\_\_\_, 2025, agreed to construct the **Craighead Technology Park Industrial Lead – Switch Point Protection & Grade Crossing Maintenance Project** (Bid Number **2025:17**) 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

\_\_\_\_\_

**XI. DIVISION 1 – GENERAL REQUIREMENTS**

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**TITLE**  
01150

MEASUREMENT AND PAYMENT

## MEASUREMENT AND PAYMENT

### 1. GENERAL

- 1.01 Measurement of and payment for all new materials, supplies, services, equipment, tools, plant, and labor furnished and all work completed in accordance with these Contract Documents shall be as shown on the drawings and adhere to the Burlington Northern Santa Fe (BNSF) Railroad Technical specifications for Industrial Tracks.
- 1.02 The prices herein agreed to for the performance of the work shown and as specified shall be inclusive, that is, the said prices shall include not only the doing of the work; but also, all costs in connection with the work and payment therefore; including the furnishing of all materials, equipment, supplies, and appurtenances; all construction plant, tools, and other equipment; services; and the performance of all necessary labor, superintendence, and administration required to fully complete the work. No item of work that is required for the proper and successful completion of the work, whether shown or not, shall be paid for outside of or in addition to the prices submitted in the Proposal except as specifically provided for in the Contract Documents.
- 1.03 All incidental work required by the Contract Documents, for which no payment is specifically provided, and any work or materials not therein specified which are required to complete the work, and which may fairly be implied as included in the contract, and which the Engineer shall judge to be so included, shall be done or furnished by the contractor without extra compensation.

### 2. MEASUREMENTS

- 2.01 Measurement of all quantities shall be by the utilization of conventional methods and the standard units described.

### 3. PAYMENT

- 3.01 Payment to the Contractor of the prices bid in the Proposal shall be full compensation for the furnishing or the furnishing and installing of all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature necessary to execute, complete and deliver the work.

### 4. MEASUREMENT AND PAYMENT ITEMS

- 4.01 The items of work for which actual measurement and payment will be made are listed hereinafter by actual Proposal Item Number and general Proposal Item Description. Each item of work for measurement and payment shall define the method of measurement, the method of payment, and the general scope of work to be included.

#### 4.02 CTP IND LEAD – Switch Point Protection & Grade Crossing Maintenance

##### A. Item No. 1 – New 7”x9”x8.5’ Cross-ties (wood)

This item will be measured on a per unit basis. Payment will be made at the unit price per item as listed in the Proposal. The unit price shall include all labor, materials, tools, equipment, and incidentals necessary to furnish and install the new 7”x9”x8.5’ crossties into the existing CTP Industrial Lead track. The unit price also include any tie plates, bolts, anchors, angle bars, spikes, and any other items of work required by BNSF Railroad for the proper cross-tie installation. Any crossties that are found deficient during the tamping process are to be removed and these new crossties are to be installed. This item shall also include the collection, removal, and offsite disposal of deficient crossties by Contractor.

##### B. Item No. 2 – Switch Point Protection Assembly

This item will be measured on a per unit basis. Payment will be made at the unit price per item as listed in the Proposal. The unit price shall include all labor, materials, tools, equipment, and incidentals necessary to furnish and install the new Western-Cullen-Hayes switch point protection guard (Model STFM), or approved equal, according to manufacturer’s specifications complete and ready for service. The switch point guard shall be installed on 8 of the existing Turnouts as shown in the plan set (see sheets CTP11, 12, 13, and 15).

##### C. Item No. 3 – Nestle Rd. Concrete Grade Crossing Rebuild

This item will be measured on a lump sum basis and paid for at the lump sum price as listed in the Proposal. The bid price shall include all labor, material, tools, equipment, and incidentals necessary to remove the existing concrete grade crossing panels, remove & replace the crossties, tamp & dress track, reinstall unbroken panels & install new panels (if needed), mill & repave asphalt (25’ each side) for crossing to be complete and ready for service. All deficient concrete panels are to be replaced with new concrete panels. Any required screws, spikes, plates, or other incidentals to complete the installation are to be furnished by the Contractor. The new crossties installed shall be 7”x9”x10’ wooden crossties. The bid price shall also include all asphalt items and any additional ballast/subballast required to construct the crossing complete to grade according to BNSF specifications. Contractor shall also be responsible for any additional items damaged during the crossing rebuild process. This item shall also include proper off-site disposal of all of the removed items by the Contractor.

##### D. Item No. 4 – Frito Lay Dr. Concrete Grade Crossing Maintenance

This item will be measured on a lump sum basis and paid for at the lump sum price as listed in the Proposal. The bid price shall include all labor, material, tools, equipment, and incidentals necessary to remove the existing damaged interior concrete grade crossing panel, and install existing concrete panel from the storage yard (Nestle Rd.) for crossing to be complete and ready for service. Any required welds, screws, spikes, plates, or other incidentals to complete the installation are to be furnished by the Contractor. The bid price shall also include any additional ballast/subballast required to install the panel complete to grade according to BNSF specifications. Contractor shall also be responsible for any additional items

damaged during the crossing rebuild process. This item shall also include proper off-site disposal of all of the removed items by the Contractor.

E. Item No. 5 – Final Inspection

This item will be measured as a lump sum item and paid for at the lump sum price as listed in the Proposal. The lump sum price shall include the cost of any track elements that need to be addressed after the final inspection before final acceptance is granted. Once the track maintenance is complete, the Contractor shall inspect the complete trackage. All bolts shall be checked for meeting spec, or replaced if missing. Any anchors or spikes, missing or damaged, shall be replaced. All turnout's shall be inspected to ensure that bond wires and other items meet BNSF Railroad specifications for industry trackage.

\* \* \* \* \*

**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) if specified
DIV 17	Railroad Roadbed Construction
DIV 18	BNSF Railway – Guidelines for Industry Track Projects

## **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.

DIVISION 17  
RAILROAD ROADBED CONSTRUCTION

1. CLEARING AND GRUBBING

1.01 DESCRIPTION

This item shall consist of clearing and grubbing, including the disposal of materials, for all areas within the limits designated on the plans or as required by the Engineer.

Clearing and grubbing shall consist of clearing the surface of the ground of the designated areas of all trees, stumps, down timber, logs, snags, brush, undergrowth, hedges, heavy growth of weeds, fences, structures, old railroad including ties and rail, debris and rubbish of any nature, natural obstruction or such material which in the opinion of the Engineer is unsuitable for the foundation of strips or other requirements, including the grubbing of stumps, roots, matted roots, foundations and the disposal from the project of all spoil materials resulting from clearing and grubbing by burning.

2. CONSTRUCTIONS METHODS

2.01 GENERAL

The areas denoted on the drawings to be cleared shall be flagged on the ground by the Engineer. The clearing and grubbing shall be done at a satisfactory distance in advance of the removal of top soil operations.

All spoil materials removed by clearing and grubbing shall be disposed of by burning, when permitted by local laws. When burning of material is permitted, it shall be burned under the constant care of competent watchmen so that the surrounding vegetation and other adjacent property will not be jeopardized. Burning shall be done in accordance with all applicable laws, ordinances and regulations. Before starting any burning operations, the Contractor shall notify the agency having jurisdiction and acquire any necessary permits.

As far as practicable, waste concrete and masonry shall be placed on slopes of embankments. When embankments are constructed of such material, this material shall be placed in accordance with requirements for formation of embankments. Any broken concrete or masonry which cannot be used in construction and all other materials not considered suitable for use elsewhere, shall be disposed of by the Contractor. In no case shall any discarded materials be left in windrows or piles adjacent to or within the construction limits. The manner and location of disposal of materials shall be subject to the approval of the Engineer and shall not create an unsightly or objectionable view.

No blasting shall be permitted in the clearing and grubbing operation.

2.02 CLEARING AND GRUBBING

In areas designated to be cleared and grubbed, all stumps, roots, buried lots, brush, weeds and other unsatisfactory shall be removed. Where embankments are to be made, all unsatisfactory materials shall be removed.

Fences shall be removed and disposed of when directed by the Engineer. Fence wire shall be neatly rolled and wire and posts stored on the site and to remain the property of the Owner.

Any building and miscellaneous structures within the cleared and grubbed area shall be demolished or removed, and all materials there from shall be disposed of either by burning or removed from the site. The remaining or existing foundations, wells, cesspools, and all like structures shall be destroyed by breaking out or breaking down of at least 2 feet below the existing surrounding ground. Any broken concrete, blocks or other objectionable material which cannot be used in backfill shall be removed and disposed of. The holes or openings shall be backfilled with acceptable material and property compacted.

All holes remaining after the grubbing operation in embankment areas shall have the sides broken down to flatten out the slopes and shall be filled with acceptable material, moistened and properly compacted in layers to the density required in Section 17050. The same construction procedure shall be applied to all holes remaining after grubbing in excavation areas where the depth of holes exceeds the depth of the proposed excavation.

\* \* \* \* \*

1. DESCRIPTION

1.01 GENERAL

This item covers excavation, disposal, placement and compaction of all materials within the limits of the work required to construct railroad roadbed, other areas for drainage or other purposes in accordance with these specifications and in conformity to the dimensions and typical section shown on the drawings.

A. Classification – All material excavated shall be unclassified. The excavation shall be used as a part of the embankment or removed from the site and disposed of at the Contractor's option. The excavation placed in the embankments shall be accomplished only with materials that are suitable and meet the requirements of these specifications.

1.02 STRIPPING

Any material containing vegetable or organic matter, organic silt or sod shall be considered unsuitable for use in embankment construction. A minimum of the top 6 inches of existing ground in both cut and embankment areas shall be stripped. Material, when approved by the Engineer as suitable to support vegetation, may be used on the embankment slopes and seed bed for side slopes.

2. CONSTRUCTION METHODS

2.01 GENERAL

Before beginning excavation, grading and embankment operations in any area, the area shall be completely cleared and grubbed in accordance with Section 17000.

The suitability of material to be placed in embankments shall be subject to approval by the Engineer. All unsuitable material shall be disposed of in waste areas shown on the drawings. All waste areas shall be graded to allow positive drainage of the area and of adjacent areas. The surface elevation of waste areas shall not extend above the surface elevation of adjacent usable areas of the roadbed, unless specified on the drawings or approved by the Engineer.

When the Contractor's excavation operations encounter artifacts of historical or archaeological significance, the operations shall excavate the site in such a manner as to preserve the artifacts encountered and allow for their removal. Such excavation will be paid for as extra work.

Those areas outside of the roadbed areas in which the top layer of soil material has become compacted, by hauling or other activities or the Contractor, shall be scarified and disked to a depth of 4 inches in order to loosen and pulverize the soil. These areas shall then have seeding and fertilization applied.

2.02 EXCAVATION

No excavation shall be started until the work has been staked out by the Contractor, and the Engineer has obtained elevations and measurements of the ground surface. All suitable

excavated material shall be used in the formation of embankment, subgrade or for other purposes shown on the drawings. All unsuitable material shall be disposed of as shown on the drawings.

When the volume of the excavation exceeds that required to construct the embankments to the grades indicated, the excess shall be used to grade the areas of ultimate development or disposed of as directed. When the volume of excavation is not sufficient for constructing the embankments to the grades indicated, the deficiency shall be obtained from off-site borrow pits of materials that are suitable and acceptable to the Engineer.

A. Undercutting – Rock, shale, hardpan, loose rock, boulders or other materials unsatisfactory for the roadbed shall be excavated to a minimum depth of 8 inches, or to the depth specified by the Engineer, below the subgrade. Muck, matted roots or other yielding material, unsatisfactory for subgrade foundation, shall be removed to the depth specified. Unsuitable materials shall be disposed of at locations shown on the drawings.

The excavated area shall be refilled with suitable material, obtained from the grading operations or borrow areas and thoroughly compacted by rolling. The necessary refilling will constitute a part of the embankment. Where rock cuts are made and refilled with selected material, any pockets created in the cuts are made and refilled with selected material, any pockets created in the rock surface shall be drained in accordance with the details shown on the drawings. Geo-grid use shall be determined in a case-by-case inspection.

B. Overbreak – Overbreak, including slides, is that portion of any material displaced or loosened beyond the finished work as planned or authorized by the Engineer. The Engineer shall determine if the displacement of such material was unavoidable and his decisions shall be final. All overbreak shall be graded or removed by the Contractor and disposed of as directed; however, payment will not be made for the removal and disposal of overbreak which the Engineer determines as avoidable. Unavoidable overbreak will be classified as “Unclassified Excavation”.

C. Compaction Requirements – the finished grades shall be compacted to a depth of 6 inches and to a density of not less than 95 percent of the maximum density and determined by ASTM D 1557 (Modified Proctor Test).

No payment will be made for suitable materials removed, manipulated and replaced in order to obtain the required depth of density.

The in-place field density shall be determined in accordance with ASTM D-2922 (Nuclear Method). Stones or rock fragments larger than 4 inches in their greatest dimension will not be permitted in the top 6 inches of the subgrade.

## 2.03 DRAINAGE EXCAVATION

Drainage excavation shall consist of excavating for drainage ditches along the roadbed, and as shown on the drawings. The work shall be performed in the proper sequence with the other construction. All satisfactory material shall be placed in fills; unsuitable material shall be placed in waste areas or as directed. Intercepting ditches shall be constructed prior to starting

adjacent excavation operations. All necessary work shall be performed to secure a finish true to line, elevation and cross section.

The Contractor shall maintain ditches constructed on the project to the required cross section and shall keep them free of debris or obstructions until the project is accepted.

#### 2.04 SURPLUS EXCAVATION

The material excavated and not required by the construction of the embankments shall be stockpiled separately from the top soil. The surplus matter shall be stockpiled at the locations shown on the drawings. The stockpile shall be such that rain water will not pocket on the surface. The crown of the stockpile shall be sloped to provide drainage.

#### 2.05 PREPARATION OF EMBANKMENT AREA

Where an embankment is to be constructed, all sod and vegetable matter shall be removed from the surface upon which the embankment is to be placed, and the cleared surface shall be completely broken up by plowing or scarifying to a minimum depth of 6 inches. This area shall then be compacted as indicated in paragraph 2.06.

No direct payment shall be made for the work performed under this paragraph.

#### 2.06 FORMATION OF EMBANKMENTS

Embankments shall be formed in successive horizontal layers of not more than 8 inches in loose depth for the full width of the cross section, unless otherwise approved by the Engineer.

The grading operations shall be conducted, and the various soil strata shall be placed, to produce a soil structure as shown on the typical cross section or as directed. Materials such as brush, hedge, roots, stumps, grass and other organic matter, shall not be incorporated or buried in the embankment.

Operations on earthwork shall be suspended at any time when satisfactory results cannot be obtained because of rain, freezing or other unsatisfactory conditions of the field. The Contractor shall drag, blade or slope the embankment to provide proper surface drainage.

The material in the layer shall be within  $\pm 2$  percent of optimum moisture content before rolling to obtain the prescribed compaction. In order to achieve uniform moisture content throughout the layer, wetting or drying of the material and manipulation shall be required when necessary. Should the material be too wet to permit proper compaction or rolling, all work on all of the affected portions of the embankment shall be delayed until the material has dried to the required moisture content. Sprinkling of dry material to obtain the proper moisture content shall be done with approved equipment that will sufficiently distribute the water. Sufficient equipment to furnish the required water shall be available at all times. Samples of all embankment materials for testing, both before and after placement and compaction, will be taken for each 100 cubic yards. Based on these tests, the Contractor shall make the necessary corrections and adjustments in methods, materials or moisture content in order to achieve the correct embankment density.

Rolling operations shall be continued until the embankment is compacted to not less than 95 percent of maximum density as determined by ASTM D 1557 (Modified Proctor Test).

On all areas outside of the roadbed areas, no compaction will be required on the top 4 inches.

The in-place field density shall be determined in accordance with ASTM D 1556 or ASTM D 2922.

Compaction areas shall be kept separate and no layer shall be covered by another until proper density is obtained.

During construction of the embankment, the Contractor shall route his equipment at all times, both when loaded and when empty, over the layers as they are placed and shall distribute the travel evenly over the entire width of the embankment. The equipment shall be operated in such a manner that hardpan, cemented gravel, clay or other chunky soil material will be broken up into small particles and become incorporated with other materials in the layer.

In the construction of embankments, layer placement shall begin in the deepest portion of the fill; as placement progresses, layers shall be constructed approximately parallel to the finished grade line.

When rock and other embankment material are excavated at approximately the same time, the rock shall be incorporated into the outer portion of the embankment and other material shall be incorporated under the roadbed areas. Stones or fragmentary rock larger than 4 inches in their greatest dimension will not be allowed in the top 6 inches of the subgrade. Rock fill shall be brought up in layers as specified or as directed and every effort shall be exerted to fill the voids with the finer material forming a dense, compact mass. Rock boulders shall not be disposed of outside the excavation or embankment areas, except at places and the manner designated by the Engineer.

When the excavated material consists predominately of rock fragments of such size that the material cannot be placed in layers of the prescribed thickness without crushing, pulverizing or further breaking down the pieces, such material may be placed in the embankment as directed in layers not exceeding 2 feet in thickness. Each layer shall be leveled and smoothed with suitable leveling equipment and by distribution of spalls and finer fragments of rock. These type lifts shall not be constructed above an elevation 4 feet below the finished subgrade. Density requirements will not apply to portions of embankments constructed of materials which cannot be tested in accordance with specified methods.

Frozen material shall not be placed in the embankment nor shall embankment be placed upon frozen material.

Separate measurement of payment for compacted embankment and all costs incidental to placing in layers, compacting, diskings, watering, mixing, sloping and other necessary operations for construction of embankments will be included in the unit price bid for the compacted embankment.

## 2.07 FINISHING AND PROTECTION OF SUBGRADE

After the subgrade has been substantially completed, the full width shall be conditioned by removing any soft or other unstable material which will not compact properly. The resulting areas and all other low areas, holes or depressions shall be brought to grade with suitable select material. Scarifying, blading, rolling and other methods shall be performed to provide a thoroughly compacted subgrade shaped to the lines and grades shown on the drawings.

Grading of the subgrade shall be performed so that it will drain readily. The Contractor shall take all precautions necessary to protect the subgrade from damage. He shall limit hauling over the finished subgrade to that which is essential for construction purposes.

All ruts or rough places that develop in a completed subgrade shall be smoothed and recompacted.

No top soil shall be placed on the subgrade side slopes until the subgrade has been accepted by the Engineer.

## 2.08 HAUL

All hauling will be considered a necessary and incidental part of the work. Its cost shall be considered by the Contractor and included in the contract lump sum price. No payment will be made separately or directly for hauling of any part of the work.

## 2.09 TOLERANCES

In those areas upon which a top soil is to be placed, the top of the subgrade shall be of such smoothness that when tested with a 16-foot straightedge applied parallel and at right angles to the centerline, it shall not show any deviation in excess of 1 inch, or shall not be more than 0.08-foot from the true grade as established by grade hubs or pins. Any deviation in excess of these amounts shall be corrected by loosening, adding or removing materials; reshaping; and recompacting by sprinkling and rolling.

## 2.10 TOP SOIL

The top soil shall be salvaged from stripping or other grading operations. The top soil is the surface soil containing grass and organic type materials. At the time of excavation or stripping, the top soil cannot be placed in its proper and final section or finished construction, the materials shall be stockpiled at designated locations. Stockpiles shall not be placed within the improvements area and shall not be placed on areas which subsequently will require any excavation or embankment. If, in the judgment of the Engineer, it is practical to place the salvaged top soil at the time of excavation or stripping, the material shall be placed in its final position without stockpiling or further rehandling. Upon completion of grading operations, stockpiled top soil shall be placed as required on the fore and back slopes of the roadbed.

No direct payment will be made for top soil as such under this Section. The quantity removed and placed directly or stockpiled shall be included in the unit price bid for the "Compacted Embankment".

\* \* \* \* \*

1. DESCRIPTION

A. General

This item shall consist of reinforced concrete drainage pipe to be located as shown on the drawings. All concrete culverts shall be in accordance with the American Railway Engineering and Maintenance of Way Association (AREMA) specifications chapter 1, part 4, Culverts.

B. Materials

a. Pipe – pipe shall be of the type, size, and class as shown on the plans.

b. Reinforced Concrete Culvert Pipe – reinforced concrete culvert pipe shall conform to the requirements of the specifications for reinforced concrete culvert pipe, ASTM C-76. Installation shall be made with circular pipe conforming to the requirements for class III, class IV, class V, R-wall or C-wall of the ASTM C-76 specification. All wall thickness to be used shall meet AREMA specifications.

c. All precast flared end sections shall conform to ASTM C-76. Toe walls required shall conform to AASHTO M-170.

1) All precast Bends, Wyes, and Tees shall comply with ASTM C-76, AASHTO M-170 or Federal Specification SS-P-375.

d. Fine and coarse aggregates for the concrete mixture shall comply with the requirements of ASTM specifications.

1) Cement shall comply with the requirements of ASTM C-150.

2) Steel shall comply with the requirements ASTM C-185.

3) Joint sealing material, plastic type, shall comply with ASTM C-990, AASHTO M-198, or Federal Specification SS-S-210A.

e. D-load design pipe shall conform to ASTM C-655.

f. Preform tape-type plastic compound shall be applied in accordance with the manufacturer's recommendations.

\* \* \* \* \*

1. DESCRIPTION

GENERAL

This item shall consist of temporary control measured as shown on the drawings or as ordered by the Engineer during the life of a contract to control water pollution, soil erosion, and siltation through the use of berms, dikes, dams, sediment basins, gravel, mulches grasses, slope drains and other erosion control devices or methods.

The temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measured for the Site to the extent practical to assure economical, effective and continuous erosion control throughout the construction period.

Temporary control may include work outside the construction limits such as equipment and material storage sites and waste areas.

The project will require a Construction Storm Water Permit from the Oklahoma Department of Pollution Control and Ecology. The permit will be secured by the Owner. The permit shall include the Contractor's methods of controlling the storm water discharges.

2. MATERIALS

2.01 GRASS

Grass which will not compete with the grasses sown later for permanent cover shall be a quick-growing species such as ryegrass, Italian ryegrass, or cereal grasses suitable to the area providing a temporary cover. The application method shall be by hydro-seeding.

2.02 MULCHES

Mulches may be hay, straw, netting, bark, wood chips or other suitable material reasonable clean and free of noxious weeds and deleterious materials.

2.03 FERTILIZER

Fertilizer shall be a standard commercial grade and shall conform to all Federal and State regulations and to the standards of the Association of Official Agricultural Chemists.

2.04 SLOPE DRAINS

Slope drains may be constructed of pipe, rubble or other materials that will adequately control erosion.

2.05 OTHER

All other materials shall meet commercial grade standards and shall be approved by the Engineer before incorporated into the project.

### 3. CONSTRUCTION REQUIREMENTS

#### 3.01 GENERAL

In the event of conflict between these requirements and pollution control laws, rules or regulations of other Federal, State or local agencies, the more restrictive laws, rules or regulations shall apply.

The Engineer shall be responsible for assuring compliance to the extent that construction practices, construction operations and construction work are involved.

#### 3.02 SCHEDULE

Prior to start of construction, the Contractor shall submit schedules for accomplishment of temporary and permanent erosion control work, as are applicable for clearing and grubbing; grading; construction; and ditches excavation/ The Contractor shall also submit a proposed method of erosion and dust control on haul roads and a plan for disposal of waste materials. Work shall not be started until the erosion control schedules and methods of operation for the applicable construction have been accepted by the Engineer.

#### 3.03 AUTHORITY OF ENGINEER

The Engineer has the authority to limit the surface area of erodible earth material exposed by clearing and grubbing, to limit the surface area of erodible earth material exposed by excavation and fill operations, and to direct the Contractor to provide immediate permanent or temporary pollution control measures to minimize containment or adjacent streams or other water courses, lakes and ponds.

#### 3.04 CONSTRUCTION DETAILS

The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in the accepted schedule. Except where future construction operations will damage slopes, the protection work in stages, as soon as substantial areas of exposed slopes can be made available. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction that are needed prior to installation of permanent control features or that are needed temporarily to control erosion that develops during normal construction practices but are not associated with permanent control features on the project.

Where erosion is likely to be a problem, clearing and grubbing operations should be scheduled and performed so that grading operations and permanent erosion control features can follow immediately thereafter if the project conditions permit; otherwise, temporary erosion control measures may be required between successive construction stages.

The Engineer may limit the area of clearing and grubbing, excavation, borrow and embankment operations in progress, commensurate with the Contractor's capability and progress in keeping the finish grading, mulching, seeding and other such permanent control measures current in

accordance with the accepted schedule. Should seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified.

In the event that temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness or failure to install permanent controls as a part of the work as scheduled or are ordered by the Engineer, such work shall be performed by the Contractor.

The Engineer may increase or decrease the area of erodible earth material to be exposed at one time as determined by analysis of project conditions.

The erosion control features installed by the Contractor shall be acceptable maintained by the Contractor during the construction period.

Whatever construction equipment must cross water courses at frequent intervals, and such crossings will adversely affect the sediment levels, temporary structures should be provided.

Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations and other harmful materials shall not be discharged into or near rivers, streams and impoundments or into natural or manmade channels leading thereto.

\* \* \* \* \*

1. INDUSTRY SUB-BALLAST

1.01 DESCRIPTION

Sub-ballast – This item shall consist of a foundation course for a typical railroad roadbed and shall be composed of either caliche, argillaceous limestone, granite, conglomerate, gravel, crushed slag or other granular materials.

1.02 MATERIAL REQUIREMENTS

The materials shall meet the requirements herein after specified. Aggregate retained on a No. 10 sieve shall consist of hard, durable particles or fragments of stone, gravel, sand or slag. Materials that break up when alternately frozen and thawed or soaked and dried shall not be used. Allowable wear, based on the Los Angeles abrasion test, shall not be greater than 50%. A higher or lower percentage of wear may be specified by the Engineer.

1.03 GRADATIONS

It is the intent of this specification that the sub-ballast shall consist of gradation as set forth in the following table:

SIEVE SIZE	2"	1"	¾"	No. 10	No. 40	No. 200
% Pass (optimum)	-100	95	67	38	21	7
% Pass (permitted)	-100	90-100	50-84	26-50	12-30	0-10

1.04 DESIGN REQUIREMENTS

Sub-ballast will be used as indicated by the following charts or as directed by the Engineer. The Contractor will furnish the Engineer with sieve results for the material to be used.

**SUB-BALLAST WILL NOT BE REQUIRED WHERE SUBGRADE MATERIAL SIZES ARE NOT SMALLER THAN THE FOLLOWING GRADATIONS.**

PERCENT PASSING (BY WEIGHT)	SIEVE SIZE NO. OF MESH PER/IN.	GRAIN SIZE IN MM
0 -----	200 -----	.08
20 -----	100 -----	.16
38 -----	60 -----	.26
64 -----	40 -----	.42
89 -----	20 -----	.85
100 -----	10 -----	1.08

8" OF SUB-BALLAST SHALL BE REQUIRED WHEN SUBGRADE MATERIAL SIZES ARE SMALLER THAN LISTED ABOVE, BUT NO FINER THAN THE GRADATIONS LISTED BELOW.

PERCENT PASSING (BY WEIGHT)	SIEVE SIZE NO. OF MESH PER/IN.	GRAIN SIZE IN MM
19 -----	200 -----	.08
74 -----	100 -----	.16
92 -----	60 -----	.26
100 -----	40 -----	.42

12" OF SUB-BALLAST SHALL BE REQUIRED WHEN SUBGRADE MATERIALS HAVE A GRADATION SMALLER THAN LISTED ABOVE.

#### 1.05 CONSTRUCTION METHODS

A. Preparation of Subgrade – The roadbed shall be shaped in conformity with the typical sections shown on drawings and to the line and grades provided by the Engineer. All unstable or otherwise objectionable material shall be in an acceptable condition to receive sub-ballast material. A minimum of 6" shall be stabilized and compacted prior to placing sub-ballast.

B. Lift Thickness – The sub-ballast shall be constructed in two or more lifts of approximate equal thickness. The maximum compacted thickness of any one lift shall not exceed 6 inches and shall be compacted to not less than 95% of the maximum density and to within  $\pm 2\%$  of the optimum moisture content as determined by ASTM D 1557.

C. Compaction – If the material is laid and compacted in more than one lift, the Contractor shall plan and coordinate his work in such a manner that the previously placed and compacted lifts be allowed ample time for curing and development of sufficient stability before vehicles hauling materials for the succeeding lifts or other heavy equipment are permitted on the sub-ballast. Prior to placing the succeeding lifts of materials, the surface of the lower lift shall be sufficiently moist to ensure a strong bond between the lifts. The edges and/or edge slopes of the sub-ballast shall be bladed or otherwise dressed to conform to the lines, grades and dimensions shown on the drawings.

\* \* \* \* \*

1. DESCRIPTION

1.01 GENERAL

This item shall consist of a woven (or non-woven as required), highly durable construction fabric installed on top of the compacted subgrade for track-bed stabilization, including the functions of separation, confinement, drainage and load distribution for the sub-ballast section.

1.02 MATERIALS

The stabilization fabric shall be a woven (or non-woven as required) fabric consisting only of long chain polymeric filaments such as polypropylene, polyethylene, polyester, polyamide or polyvinylidene-chloride formed into a stable weave such that the filaments retain their relative position to each other. The fabric shall be inert to commonly encountered chemicals in the environment. The fabric shall also be stabilized against sunlight deterioration and protected against raveling by mechanically sealed edges.

A. Fabric Properties – The fabric shall conform to the properties shown below:

<u>Fabric Property</u>	<u>Test Method</u>	<u>Fabric Requirements (Min. Shpt. Avgs.)</u>
I. Resistance to Installation Stresses		
a. Grab Tensile Strength, lbs.	ASTM-D-1682-64	300
b. Grab Tensile Elongation, %	ASTM-D-1682-64	15
c. Burst Strength, psi	ASTM-D-751-68 (Diaphragm Method)	650
d. Trapezoid Tear Strength, lbs.	ASTM-D-2263-68	120
II. Performance Criteria During Service Life		
a. Equivalent Opening Size, U.S. Standard Sieve	CW-02215-77*	30-60
b. Water Permeability, k, cm/sec	H, 20 cm to 10 CM*	0.01
c. Modulus (Load at 10% Elongation), lbs.	ASTM-D-1682-64	150
d. Abrasion Resistance, lbs.	CW-02215-77*	130
e. U.V. Resistance, %	ASTM D4355 @ 500 hrs.	90
*Corps of Engineers Methods		
III. Resistance to Environmental		
a. Mildew, Rot Resistance, % Strength Retention	AATCC-30-74	100
b. Insect, Rodent Resistance, % Strength Retention	AATCC-24-74	100

Geotextile woven fabric shall be CONTECH 300C, MIRAFLI 600X, or an approved equal. Non-woven shall be CONTECH C60 or approved equal. Contractor shall supply the Engineer with the appropriate submittals prior to placing final bid. Any material that failed to be received prior acceptance by the Engineer shall not be usable on the project.

#### 2.02 Grid Material

The geo-grid material shall be punched from polypropylene sheets. The pattern shall be such as to create three equilateral directions across the material. The material shall be resistant to chemical degradation, ultra-violet light, and weathering. The apertures shall be triangular.

The geo-grid shall be a Tensar Tri-Ax TX 160 geo-grid or an approved equal.

\* \* \* \* \*



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-25:060

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

**In Control:** Finance & Administration Council Committee

**File Type:** Resolution

### A RESOLUTION TO CONTRACT WITH DAIRY QUEEN FOR SPONSORSHIP OF ONE SOFTBALL FIELD AT THE SOUTH SIDE SOFTBALL COMPLEX

WHEREAS, the City of Jonesboro leases and maintains Southside Softball Complex located at 5003 S. Stadium BLVD;

WHEREAS, Dairy Queen of Jonesboro is seeking sponsorship recognition on one Softball Field at the Southside Softball Complex; and

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Dairy Queen of Jonesboro for the sponsorship of the field at Southside Sports Complex. A copy of said contract is attached as Exhibit A.

SECTION 2: The Mayor, Harold Copenhaver and City Clerk, April Leggett are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate the agreement.

# EXHIBIT A

## SPONSORSHIP AGREEMENT FOR SOFTBALL FIELD #5, LOCATED AT SOUTHSIDE SPORTS COMPLEX

This Agreement is made by and between **Dairy Queen - Jonesboro** ("SPONSOR") and the City of Jonesboro Parks and Recreation Department ("CITY"), on this 1<sup>st</sup> Day of **June 2025** ("Effective Date").

WHEREAS, the CITY is the owner of that certain public park amenities known as the "Southside Softball Complex", hereafter referred to as "Facilities"; and

WHEREAS, SPONSOR and the CITY desire to enter this agreement for the purpose of evidencing the agreement of the parties with regard to sponsorship of the Facilities by SPONSOR and the respective obligations of the parties regarding the sponsorship and maintenance of the Facilities;

NOW, THEREFORE in consideration of the promises and the reciprocated covenants and obligations contained herein, the parties agree as follows:

**I. Term**

- a. This agreement is for a period of **(5) years** commencing on the Effective Date and ending at midnight on the **31<sup>st</sup> of December, 2030**.

**II. Sponsorship of Facilities**

- a. It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR's name shall be put on a sign to be erected on a designated athletic field (**Softball Field #5**) at the FACILITY. The designated field, once SPONSOR enters into the Agreement, shall be known thereafter by the name to be designated by the SPONSOR, and said sign and name shall remain for **five years**.
- b. It is agreed between the parties that the SPONSOR shall pay over a period of **5 years** for the erected sign and sponsorship the total sum of **\$7,500**.

A sum of \$1,500 shall be paid on July 1, 2025

A sum of \$1,500 shall be paid on July 1, 2026

A sum of \$1,500 shall be paid on July 1, 2027

A sum of \$1,500 shall be paid on July 1, 2028

A sum of \$1,500 shall be paid on July 1, 2029

- c. It is agreed between the CITY and the SPONSOR that the SPONSOR shall have the option to renew this agreement for an additional five years.
- d. It agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove the SPONSOR's sign and obtain a new sponsor in the event of failure of payment on the part of the SPONSOR.
- e. It is agreed between the parties that the CITY will furnish a 2.5' x 14' sign to be erected for the SPONSOR's designated field (**Softball Field #5**). However, it shall be the responsibility of the SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.
- f. It is agreed by CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep on sponsored field and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might occur on the sponsored field.

**III. Assign Ability and Exclusivity**

- a. This agreement is a privilege for the benefit of SPONSOR only and may not be assigned in whole or in part by SPONSOR to any other person or entity.

**IV. Miscellaneous Provisions**

- a. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.
- b. This Agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, AR.
- c. Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
- d. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein.

- e. Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement of the day and year set forth below.

**Dairy Queen - Jonesboro**

By: \_\_\_\_\_

Name: Andy Patel

Title: Member

Phone: 7692266588

Email: 2266588@gmail.com

Date: 05/27/2025

CITY OF JONESBORO

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

ATTEST:

\_\_\_\_\_

April Leggett, City Clerk



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-25:061

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

**In Control:** Public Works Council Committee

**File Type:** Resolution

### A RESOLUTION REQUESTING FREE UTILITY SERVICES FROM CITY WATER AND LIGHT FOR TRAIL LIGHTING PEDESTALS ALONG CREATH AVENUE

WHEREAS, the City of Jonesboro is requesting that City Water and Light provide free utilities at the following locations:

406-1 Creath  
222-1 Vandyne  
227-1 Baker  
818-1 Creath  
1020-1 Creath  
1122-1 Hope

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

Section 1: That City Water and Light requested by this resolution to provide free utilities to the locations listed above.

Section 2: To permit such services to be provided without charge, the City of Jonesboro hereby affirms to City Water and Light that the ultimate use of CWL utilities so provided is now and shall remain a use or purpose which the City is engaged in as part of its governmental or proprietary functions under authority to it by state law.



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-25:064

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

**In Control:** Finance & Administration Council Committee

**File Type:** Resolution

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY2026 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) FROM THE ARKANSAS STATE POLICE

WHEREAS, applications are now being accepted for the FY2026 Selective Traffic Enforcement Program; and

WHEREAS, the total project cost is \$156,028.75, and the City of Jonesboro is requesting \$103,608.75 in Selective Traffic Enforcement Program (STEP) funding and will provide a local match of \$52,420 through in-kind services such as officers' salaries and fringe benefits, vehicle maintenance and child passenger clinics that are appropriated in the 2025 budget and will be appropriated in the 2026 budget; and

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

SECTION 1: The Jonesboro City Council supports the submission of the FY2026 application to the Selective Traffic Enforcement Program (STEP) for overtime pay for officers to enforce laws regarding seat belts, speed, DWI/DUI and distracted driving (cell phone use). In addition, the City will purchase 125 child safety seats; and

SECTION 2: The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro, Arkansas, to execute all necessary documents to effectuate the application; and

SECTION 3: The Grants and Community Development department is hereby authorized by the City Council for the City of Jonesboro, Arkansas, to submit all necessary documents for this grant.



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-25:066

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

**In Control:** Finance & Administration Council Committee

**File Type:** Resolution

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.

*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, “State 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:

<b>Category</b>	<b>Certification</b>
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: \_\_\_\_\_

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: \_\_\_\_\_

Name \_\_\_\_\_ Authorized Representative of Applicant

**AFFIRMATION OF APPLICANT’S ATTORNEY**

For (Name of Applicant): \_\_\_\_\_

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

Name \_\_\_\_\_ 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.*



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-25:067

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

**In Control:** Finance & Administration Council Committee

**File Type:** Resolution

RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS, GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY26 GREAT STRIDES/TRAILS FOR LIFE GRANT FROM THE ARKANSAS DEPARTMENT OF PARKS, HERITAGE AND TOURISM

WHEREAS, the City of Jonesboro, Arkansas, recognizes the importance of providing public recreational facilities for residents and visitors; and

WHEREAS, the City of Jonesboro seeks funding from the Great Strides/Trails for Life grant to build a smoke-free bicycle track at a city-owned park to be determined; and

WHEREAS, the Mayor and the City Council understands that if granted funds for park development, they must provide land, by lease or ownership, on which to develop park facilities; and

WHEREAS, the city pledges to sign a contract agreeing to provide the necessary resources to maintain the track for a minimum of 25 years, per grant stipulations; and

WHEREAS, the City will request the maximum grant of \$250,000 with no local match.

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

SECTION 1: The Jonesboro City Council authorizes the Grants and Community Development Department to apply for the FY26 Great Strides/Trails for Life grant for the construction of a new track at a city-owned park.

SECTION 2: The Mayor and the City Clerk are hereby authorized by the City Council to execute all necessary documents required to effectuate the application.

SECTION 3: The City Council does hereby authorize the Mayor and City Clerk to execute all agreements and contracts regarding any future grant award.



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: ORD-25:019

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**Agenda Date:** 6/17/2025

**Version:** 1

**Status:** First Reading

**In Control:** City Council

**File Type:** Ordinance

### AN ORDINANCE FOR A PRIVATE CLUB PERMIT FOR SHJ HOLDINGS DBA THE DEN-ZONE OF JONESBORO

WHEREAS SHJ Holdings, Inc., DBA THE DEN-ZONE of Jonesboro has applied for a private club permit to be located at 2605 A Street, Jonesboro, AR 72401: and

WHEREAS SHJ Holdings, Inc., desires to receive approval for a private club to be located at 2605 A Street, 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 Holdings, Inc., DBA, THE DEN-ZONE of Jonesboro's application for a private club permit is approved and SHJ Holdings shall be and is entitled to apply to the Alcoholic Beverage Control Division of Arkansas for a private club license to be located at 2605 A Street, Jonesboro, AR 72401.



# City of Jonesboro Private Club Review and Conditions Form

Date 5-27-2025 Non-Profit Corp. SHJ Holdings, Inc  
 Address 2008 Durango Cv Jonesboro d/b/a: The Den Zone  
 Applicant on Behalf of Club Jerry Lee Rapert  
 Home Address 2008 Durango Cv.  
 Business Name The Den Zone  
 Business Address 2605 A Street Jonesboro

### 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 R-1  
 Approve? Yes  No  Signature Planning Director [Signature]

### City Clerk:

Date received \_\_\_\_\_  
 Date entered in Legistar \_\_\_\_\_

### City Council Action

Approve \_\_\_\_\_ Deny \_\_\_\_\_



*BJP*

**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**

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: **Rapert**      First: **Jerry**      Middle: **Lee**  
Date of Birth: [REDACTED]      Sex: [REDACTED]      Race: [REDACTED]  
Social Security Number: [REDACTED] (not verified, supplied at time of request)  
Home/Mailing Address: **5517 Pacific Rd Jonesboro, AR 72401**



**- NO CRIMINAL HISTORY FOUND FOR THIS SUBJECT -**

### Requestor Information

Transaction Number: **ABC004448754**  
Date: **12/12/2024**      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: **Tiffany Brown On Behalf of Alcoholic Beverage Control**  
Representing: **Alcoholic Beverage Control**  
Mailing Address: **101 E 7th St Ste 204 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.

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 Holdings, Inc dba The Den-Zone  
Non-Profit Corporation

FEIN # \_\_\_\_\_

APPLICANT ON BEHALF OF CLUB  
Jerry Lee Rapert  
First Middle Last

HOME ADDRESS  
2208 Durango Ave Jonesboro 72404 Craighead  
Street City Zip County

BUSINESS NAME  
The Den-Zone

BUSINESS ADDRESS  
2605 A Street Jonesboro 72401 Craighead  
Street City Zip County

Does the club own the premises? No If leased, give name and address of owner:

Arkansas State University, PO Box 600, State University, 72467

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.  
Private Club 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
Jerry Lee Rapert	President	2008 Durango Cove Jonesboro, AR 72404
Jeb Witten Rapert	Vice-President	2500 Davis Dr., Jonesboro, AR 72401
Robin Quick	Sec/Treasurer	5517 Pacific Rd., 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 8 day of May, 2025.

Jerry Rapert  
Signature of Applicant/Managing Agent  
President  
Official Title

Subscribed and sworn to before me this 8 day of May, 2025.

[Signature]  
Notary Public

My Commission Expires: 10-26-2028

ANDREA D MCGOWAN  
NOTARY PUBLIC - STATE OF ARKANSAS  
CRAIGHEAD COUNTY  
MY COMMISSION EXPIRES 10-26-2028  
COMMISSION # 12705830

## SCHEDULE A – INDIVIDUAL'S PERSONAL HISTORY

I submit answers to the following questions under oath:

1. Name Jerry Lee Rapert Sex [REDACTED] Date of Birth [REDACTED]
2. Home Address 2008 Durango Court, Jonesboro 72404 Phone No (870) 838-4251  
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? 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 preceding 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 preceding 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
Daughter	Abigail Grace Rapert	11177 <sup>th</sup> Ave. South Nashville, TN 37203	Pharmacy Student
Son	Jeb Wilton Rapert	2500 Paris Dr. Jonesboro 72404	Real Estate
Son	Jude Edward Rapert	2500 Paris Dr. Jonesboro 72404	Student


(a) Are any of the above to be connected with the operation of the outlet? Yes

(b) If so, who and in what capacity? Jeb Rapert, Management

13. Give your home address (city or town) and dates at each for the past five (5) years:
- 907 Lakecrest Dr., Jonesboro, AR 72404 1/2016 - 7/2023
  - 500 Fairway Cr., Springdale, AR 72764 8/2023 - 2/2024
  - 5517 Parche Rd., Jonesboro, AR 72401 2/2024 - 5/2024
  - 2008 Durango Cove, Jonesboro, AR 72401 5/24 - Present

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	The Pill Peddler Pharmacy 1240 S. Hwy 61 Osceola, AR	7/2011 - 5/2023
Self-Employed	ONQ Real Estate & Property Mgmt. 1200 Falls St. Jonesboro AR	11/2017 - Current

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.

Jerry Rapert  
Applicant's Signature

STATE OF ARKANSAS  
COUNTY OF Craighead

\_\_\_\_\_ 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 8 day of May, 2025.

[Signature]  
Notary Public

My Commission Expires: 10-26-2028.

ANDREA D MCGOWAN  
NOTARY PUBLIC - STATE OF ARKANSAS  
CRAIGHEAD COUNTY  
MY COMMISSION EXPIRES 10-26-2028  
COMMISSION # 12705830

**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.

Jerry Lee Rapert

Jerry Lee Rapert  
Signature Full Name

5/8/25  
Date

2008 Durango Cove  
Home Address

Jonesboro AR 72404  
City State Zip

1200 Falls Street  
Mailing Address

Jonesboro AR 72401  
City State Zip

(872)-838-4251 (872) 520-6468  
Contact Phone Business Phone

jrapert@onqproperties.com  
Email Address

Subscribed and sworn to before me this 8 day of May, 2025.

[Signature]  
Notary Public

My Commission Expires: 10-26-2028 :

ANDREA D MCGOWAN  
NOTARY PUBLIC - STATE OF ARKANSAS  
CRAIGHEAD COUNTY  
MY COMMISSION EXPIRES 10-26-2028  
COMMISSION # 12705830

**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.

Jeb Rapert

*Jeb Rapert*

Signature – Full Name

03/18/2025

Date

2500 Davis Drive

Home Address

Jonesboro

City

AR

State

72401

Zip

2500 Davis Drive

Mailing Address

Jonesboro

City

AR

State

72401

Zip

870-549-0882

Contact Phone

Business Phone

jebrapert@me.com

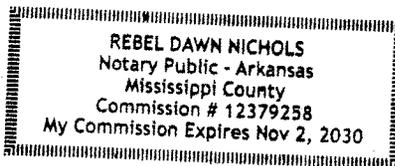
Email Address

Subscribed and sworn to before me this 18 day of March, 2025.

*Rebel Dawn Nichols*

Notary Public

My Commission Expires: Nov 02, 2030:



AUTHORITY TO RELEASE INFORMATION

Application filled by Applicant -A, Stockholder/Partner - S: 7

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.

*Robin Quick*

*Robin Lynn Quick*  
Signature - Full Name

03-18-2025  
Date

5517 PACIFIC RD.  
Home Address

JONESBORO AR 72401  
City State Zip

5517 PACIFIC RD  
Mailing Address

JONESBORO AR 72401  
City State Zip

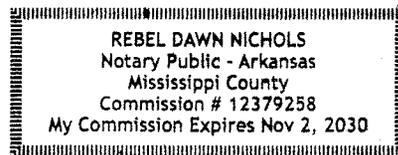
501-499-1526 870-520-6468  
Contact Phone Business Phone

RQUICK@ONQPROPERTIES.COM  
Email Address

Subscribed and sworn to before me this 18 day of March, 2025.

*Rebel Dawn Nichols*  
Notary Public

My Commission Expires: Nov. 02, 2030



SHJ Holdings, Inc. dba THE DEN-ZONE of Jonesboro

**SHJ Holdings, Inc. dba THE DEN-ZONE 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 Holdings** will support the Arkansas State University Red Wolves Foundation and the Arkansas State University System Foundation. **The non-profit will focus support on these and other charities associated with Arkansas State University.**

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.

NAME	ADDRESS	CITY	STATE
ABERNATHY, JENNIFER	250 CR 7953	JONESBORO	AR
AKIN, JANET	275 CR 111	BONO	AR
ANDERSON, TREVOR	3311 KINGSBURY ST	JONESBORO	AR
ANDREWS, CAREY	585 CR 354	WYNNE	AR
BARRETT, MARLANA	207 S. HOLMAN APT. 1	BROOKLAND	AR
BLACKBURN, RYAN	802 E. LAKESHORE DR	JONESBORO	AR
BRADSHER, ZACHARY	2026 LIONHEART LN	JONESBORO	AR
BRANNON, DEWIGHT	51 CR 7940	JONESBORO	AR
BRIGANCE, JOSEPH MATHEW	83 S. JEFFERSON	WILSON	AR
BROWN, HEATH	222 CRAIGHEAD RD 7612	BROOKLAND	AR
BROWN, JIMMY	54 JACKSON	WILSON	AR
CALDWELL, MITCHELL	4808 LONOKE LANE	JONESBORO	AR
CALDWELL, ROB	4712 IVERNESS RUN DR	JONESBORO	AR
CHAMBERLAIN, KRISTEN & BEAU	1035 CR 111	BONO	AR
CLARK, BILL	3619 VICKIE DR	JONESBORO	AR
CREECY, JOHNNY JEFF	1951 W.CR 1116	JOINER	AR
COCHRAN, JIM	3816 RIVIERA DR	JONESBORO	AR
COX, JOEL	1004 CARROLL RD	PARAGOULD	AR
CULLEN, TODD	2503 RIDGEPOINTE DR	JONESBORO	AR
DAVIS, SUSAN	1220 LAVETTE	TRUMANN	AR
DEAREN, EASON	3670 CR 745	JONESBORO	AR
DIORIO, ANTHONY	304 E. STROUD	JONESBORO	AR
ELDER, MATHEW	2224 W.CR 1020	JOINER	AR
FELTS, MICKEY	3607 OAKVIEW DR	JONESBORO	AR
FESMIRE, LEE	295 RIVER TRACE DR	MARION	AR
FINLEY, BILLY	115 HUNTCLIFF	JONESBORO	AR
FINLEY, JUDD & KELLY	3231 STRAWFLOOR DR	JONESBORO	AR
FISCHBACHER, ANGIE	200 DUNWOODY	JONESBORO	AR
FITE, CHAD	19743 HWY 158	HARRISBURG	AR
FLIPPO, JOHN	320 COLCHESTER DR	JONESBORO	AR
FRENCH, BRIAN	17 CR 201	JONESBORO	AR
GANN, DAVID	4021 SAGE MEADOWS	JONESBORO	AR
GARTMAN, ZACH	605 WEST LAWSON RD	JONESBORO	AR
GERA, PRATEEK	3524 LAKEPOINTE	JONESBORO	AR
HALSELL, JERRY	264 TWIN LAKE DR	PARAGOULD	AR
HAMILTON, LEAH	4308 CLUBHOUSE DR	JONESBORO	AR
HAMLETT, KEITH	101 HOLMES RD APT. 5	JONESBORO	AR
HATTENHAUER, JONATHAN	105 N. CARRUTHERS ST	MONETTE	AR
HAWKINS, NOAH	201 HUNTCLIFF DR	JONESBORO	AR
HAWKINS, AMBER	2011 WESTBROOK	JONESBORO	AR
HERINGER, AL	2404 RIDGEPOINTE DR	JONESBORO	AR
HOLT, RANCE & AMY	5617 HALLOW CREEK LN	JONESBORO	AR
HUNDLEY, DANIEL	3113 E. NETTLETON	JONESBORO	AR

HUNTER, THOMAS SCOTT	924 FAIRWAY COVE	JONESBORO	AR
JAMES, DAVID & JAIME	3821 PEBBLE BEACH	JONESBORO	AR
JOHNSTON, JEFF	434 DANNER COVE	MARION	AR
JONES, JACK	2414 RIDGEPOINTE DR	JONESBORO	AR
JONES, JEREMY	6001 FREDERRICKS DR	JONESBORO	AR
KENNEMORE, CHARLES, R III	128 BRIARCREST ST	BLYTHEVILLE	AR
LAGOMARCINO, CANDY	1003 EBBERT DR	JONESBORO	AR
LEGGETT, RUSSELL	337 BEVILL AVE	BLYTHEVILLE	AR
LUTES, CHRIS	1100 ROBIN RD	JONESBORO	AR
MCGLAUGHLIN, MIKE	1912 DURANGO CV	JONESBORO	AR
MCPHEARSON, CALLIE	34 GREENE RD 626	PARAGOULD	AR
MEARS, TRAVIS	802 SHERWOOD OAKS CV	JONESBORO	AR
MINTON, ANTHONY	2313 SEA ISLAND DR	JONESBORO	AR
MINTON, NOAH	2313 SEA ISLAND DR	JONESBORO	AR
MITCHELL, CHUCK & TINA	3807 SAWGRASS DR	JONESBORO	AR
MOERY, PETE	123 AARON DR	WYNNE	AR
MONTGOMERY, KALEB & JEESSICA	299 GREENE 719 RD	PARAGOULD	AR
MULLINS, LESLIE	5302 SOUTHWEST DR	JONESBORO	AR
NEILL, CHAD	4200 FRIENDLY HOPE RD	JONESBORO	AR
NICHOLS, BRIAN	26503 SULLIVAN RD	TRUMANN	AR
NICHOLS, REBEL	517 WEST JOHNSON	OSCEOLA	AR
OAKES, DAVID	297 CHIPMAN LN	MANILA	AR
OSMENT, RAY	1101 ROBIN RD	JONESBORO	AR
PARKER, BILLY	1007 VILLA DR	JONESBORO	AR
PERRY, KELLY	15 CR 7822	JONESBORO	AR
PERSON, BARRETT	2237 MASTERS DR	JONESBORO	AR
PRICE, TUCKER	4800 RESERVE BLVD APT. D	JONESBORO	AR
PURYEAR, CHRIS	1716 MURRY CREEK DR	JONESBORO	AR
RAPERT, ABIGAIL	2500 DAVIS DR	JONESBORO	AR
RAPERT, JEB	3071 W. CR 538	MANILA	AR
RAPERT, JERRY	1200 FALLS STREET	JONESBORO	AR
REES, MARK	3808 WOLFCHASE	JONESBORO	AR
RHODES, TODD	2110 GREENWOOD ST	JONESBORO	AR
ROBIN QUICK	5517 PACIFIC DR	JONESBORO	AR
ROGERS, BLAKE & SHANDA	3508 CEDARCREEK CV	JONESBORO	AR
ROME, SCOTT & TIFFANY	5227 PROVIDENCE CR	JONESBORO	AR
ROSS, BILL	4505 CLUBHOUSE DR	JONESBORO	AR
SHACKLEFORD, LANCE	3100 BARRINGTON CR	JONESBORO	AR
SHINALL, MISTY	4705 ANTOSH CR	JONESBORO	AR
SHULTE, BETH	1004 LAYMAN DR	JONESBORO	AR
SISK, LANCE	2200 PETERSON RD	WYNNE	AR
SKOOG, B'JORN	126 NORTH 7TH ST	PARAGOULD	AR
SMITH, BRIAN	512 MELTON CR	JONESBORO	AR
SMITH, CARMEN	3814 PEBBLE BEACH	JONESBORO	AR

SPENCER, HIDDA	3860 BRIDLEWOOD DR	JONESBORO	AR
STANLEY, BILL	1110 ROBIN RD	JONESBORO	AR
STARKES, TIM	3121 SOUTHERN HILLS LN	JONESBORO	AR
TAYLOR, JACKSON	3709 RIVEIERA DR	JONESBORO	AR
TAYLOR, SHANE & STEPHANIE	3709 RIVEIERA DR	JONESBORO	AR
TRICARICO, STEVE	1300 TERRACE CT	JONESBORO	AR
TURLEY, AARON	4201 LOCHMOOR COVE	JONESBORO	AR
MIKE TURLEY	4206 ROYAL OAK COVE	JONESBORO	AR
WEBB, MIKE	1108 OAK MEADOW BLVD	JONESBORO	AR
WHEELER, SONGA	223 SOUTH MAIN APT. C	JONESBORO	AR
WILLETT, JASON	1804 STARLING	JONESBORO	AR
WILLIE, MATT	2212 QUARRY CV	JONESBORO	AR
WINTERS, NASH	4310 MAKALA LN	JONESBORO	AR
WOODARD, RANDY	1209 E. COUNTRY CLUB RD	JONESBORO	AR

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
SHJ Holdings, INC., dba THE DEN-ZONE of  
Jonesboro, Arkansas**

I, the undersigned, under and pursuant to the provisions of the laws of the State of Arkansas, on **March 19th, 2025**, at a meeting duly called by the Members and the Board of Directors of SHJ Holdings Inc. and the Members and the Board voted to unanimously waive any and all notice requirements and voted unanimously to amend and restate the Articles of Incorporation in their entirety as follows:

FIRST: The name of this Corporation shall be SHJ Holdings, INC., dba, THE DEN-ZONE of Jonesboro, Arkansas.

SECOND: This Corporation is a mutual benefit corporation.

THIRD: The period of existence of this Corporation shall be perpetual.

FOURTH: The Corporation will have on (1) class of members and a nominal membership fee may be charged if desired by the Board of Directors.

FIFTH: This Corporation is organized as a nonprofit corporation 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 charitable activities in Craighead County, Arkansas and conducting all activities related thereto not otherwise prohibited by law.

SIXTH: The Corporation shall have and exercise all powers, privileges and rights conferred on corporations by the laws of the State of Arkansas and all powers and rights incidental to carrying out the purposes for which this Corporation is formed, except such as are inconsistent with the express provisions of the Act under which this Corporation is incorporated, and the enumeration of the foregoing purposes shall not be held to limit or restrict in any manner the general powers conferred on this Corporation by the laws of the State of Arkansas.

SEVENTH: The Corporation shall not have, or issue shares of stock and no dividends shall be paid, and no part of the income of the Corporation shall be distributed to its members, directors, or officers. The Corporation may pay reasonable compensation to its directors and officers. The Corporation may make reimbursement to its members, directors, officers, and employees for expenses incurred in attending to their authorized duties. All such expenses shall be evidenced by receipt or other proper documentation.

EIGHTH: Upon dissolution of the Corporation the Board of Directors shall, after paying or making provision for the payment of all liabilities of the Corporation, dispose of all assets exclusively and consistently with the purposes set forth in Paragraph FIFTH.

NINTH: The principal office or place of business of this Corporation shall be located at 2605 A Street, Jonesboro, AR 72401.

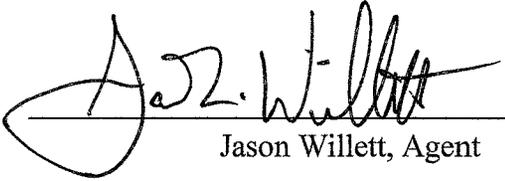
TENTH: The name and address of the registered agent of this Corporation is Jerry Rapert, 5517 Pacific Road, Jonesboro, Arkansas 72401.

ELEVENTH: The Board of Directors shall conduct the business of the Corporation. The number of the directors of the Corporation shall be not less than three (3) no more than five (5). Their terms of office shall be one (1) year. The Board of Directors shall have the direction of the affairs of this Corporation.

TWELFTH: The names and addresses of all the original incorporators and initial directors were set forth in the original Articles filed on the 27<sup>th</sup> of February 2018.

THIRTEENTH: The members and the Board of Directors of this Corporation may amend these articles. Unless notice is waived, the Corporation shall provide seven (7) days written notice of any meeting of the members and the Board of Directors at which an amendment is to be voted upon. The notice must state that a purpose of the meeting is to consider a proposed amendment to the Articles, and the notice must contain or be accompanied by a copy or summary of the amendment or state the general nature of the amendment. The amendment must be approved by the required members and directors in office at the time the amendment is adopted.

IN WITNESS WHEREOF, the undersigned has executed these Amended and Restated Articles of Incorporation on this 19th day of March 2025.



Jason Willett, Agent

**BYLAWS  
OF  
SHJ Holdings, INC., dba THE DEN-ZONE of  
Jonesboro, Arkansas**

**ARTICLE I. OFFICES**

The principal office of Corporation in the State of Arkansas shall be located at 2605 A Street in the City of Jonesboro, County of Craighead. The Corporation may have such other offices, within the State of Arkansas, as the Board of Directors may designate or as the business of the Corporation may require from time to time.

**ARTICLE II. MEMBERS**

SECTION 1. Number and Qualifications. The Corporation shall have one class of Members. Additional Members may be approved by any representative of the Corporation designated by the Board of Directors to do so.

SECTION 2. Annual Meeting. An annual meeting of the Members shall be held in March of each year. If the day is a legal holiday in the State of Arkansas, such meeting shall be held on the next succeeding business day. The purpose of the meeting shall be for the Members to elect Directors and for the transaction of such other business as may be necessary from time to time. If the election of Directors shall not be held on the day designated for any such meeting, or at any adjournment thereof, the Members shall cause the election of Directors to be held at a special meeting of the Members as soon thereafter as convenient. There shall be a minimum of one (1) regular meeting of the Members each year.

**ARTICLE III. BOARD OF DIRECTORS**

SECTION 1. General Powers. The affairs, activities and operation of the Corporation shall be managed by its Board of Directors.

SECTION 2. Number, Tenure and Qualifications. The number of Directors of the Corporation shall be not less than three (3) nor more than (5). The Directors shall be elected by the members of the Corporation at its annual meeting. Each Director shall hold office for a term of one (1) year.

SECTION 3. Regular Meetings. An annual meeting of the Board of Directors shall be held in November of each year, for the purpose of electing officers and for the transaction of

such other business as may come before the meeting. If the election of officers shall not be held on the day designated herein for any such meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Directors as soon thereafter as conveniently may be. The time and place of additional regular meetings may be fixed by resolution of the Board. If the day fixed for a regular meeting shall be a legal holiday in the State of Arkansas, such meeting shall be held on the next succeeding business day. There shall be a minimum of one (1) regular meeting of Board of Directors each year.

SECTION 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of any Director or the President. The person or persons authorized to call special meetings of the Board of such person or persons.

SECTION 5. Notice. Notice of any special meeting shall be given at least two (2) days previously thereto by written notice delivered personally or mailed to each Director at his business address, or by facsimile transmission. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by facsimile transmission, such notice shall be deemed to be delivered upon transmission. Any Director may waive notice of any meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

SECTION 6. Quorum. A majority number of Directors specified in Section 2 of this Article III shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such a majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

SECTION 7. Manner of Acting. The affirmative vote of a majority of the Directors present at a meeting when a quorum is present shall be the act of the Board of Directors.

SECTION 8. Action Without a Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if the action is taken by all members of the Board. The action must be evidenced by one or more written consents describing the action taken, signed by each Director, and included in the minutes filed with the corporate records reflecting the action taken. Any action taken under this Section 8 shall be effective when the last Director has signed the consent, unless the consent specifies a different effective date, which effective date shall control. A consent delivered by facsimile transmission shall constitute

a valid signed consent. A consent signed under this Section 8 has the effect of a meeting vote and may be described as such in any document.

SECTION 9. Telephonic and Zoom Meetings Permitted. Members of the Board of Directors, or any committee designated by the Board, may participate in a meeting of such Board of committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can simultaneously hear or see each other and participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

SECTION 10. Removal of Directors. A Director may be removed with or without cause by the vote of a majority of the Directors present at a meeting which is called for the purpose of removing a Director and for which the meeting notice states that the purpose or one of the purposes of the meeting is removal of a Director.

SECTION 11. Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office or until the selection, nomination, and confirmation of a successor Director in accordance with Article III, Section 2, whichever occurs first. Any directorship to be filled by reason of an increase in the number of Directors may be filled by election by the Board of Directors for a term of office continuing only until the next election by the Directors.

#### **ARTICLE IV. OFFICERS**

SECTION 1. Number. The officers of the Corporation may be President, a Vice-President, and a Secretary - Treasurer, each of whom shall be elected by the Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors.

SECTION 2. Election and Term of Office. The officers of the Corporation shall be elected annually by the Directors at the annual meeting of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until the officer's death, resignation, or removal in the manner hereinafter provided.

SECTION 3. Removal. Any officer or agent may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation will be served thereby.

SECTION 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. President. The President may be a Director and shall be the principal executive officer of the Corporation, subject to the control of the Board of Directors, shall in general supervise and control all the business and affairs of the Corporation. He may sign, with the Secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed, and the President shall in general perform all duties as may be prescribed by the Board of Directors from time to time.

SECTION 6. Vice-President. In the absence of the President or in event of his death, inability, or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 7. Secretary. The Secretary shall: (a) keep the minutes of the proceedings of the Directors and of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 8. Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds of the Corporation; (b) receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositories as shall be selected by the Board of Directors; (C) provide a report on the financial condition of the corporation at the annual meeting of the Directors and at such other times as may be requested by the Board of Directors; and (d) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine.

## **ARTICLE V. COMMITTEES**

SECTION 1. Establishment. The Board of Directors from time to time may establish, instruct, and discharge one or more committees of the board. A committee may be established either as a standing committee or as an ad hoc committee for a special purpose. Each committee established by the Board of Directors shall consist of one or more Directors each of whom shall serve at the pleasure of the Board of Directors. The creation of each committee and the appointment of members shall be approved by the Board of Directors acting in any manner permitted under Article III of these Bylaws.

SECTION 2. Powers. The board of Directors may delegate such of its powers as it deems necessary to such committees as it may from time to time establish; provided, however, that a committee of the Board may not (i) authorize distributions; (ii) approve the dissolution, merger or the sale, pledge or transfer of all or substantially all of the Corporations assets; or (iv) adopt, amend or repeal the articles or bylaws. Any committee may exercise such of the Board's authority as the committee is granted by the Board of Directors, subject to the restriction contained in the Articles of Incorporation or these bylaws.

SECTION 3. Meetings and Action. The provisions of Article III of these Bylaws shall apply to govern meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements of each committee and its members. Pursuant to those provisions, the chair of each committee shall fix the time and place of its meetings, shall provide for the recording of minutes of committee meetings, and shall promptly report the committee's actions and recommendations to the Board of Directors. If the committee chair is unable or otherwise fails to perform those duties, the Chairman of the Board of Directors may take such actions as are necessary to ensure that the committee's responsibilities are fulfilled, including without limitation the replacement of the committee chair.

SECTION 4. Executive Committee. There shall be a standing committee to be known as the Executive Committee. The members of the committee shall consist of the President of the Corporation and other members appointed by the Board of Directors of the Corporation. The Executive Committee may exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation as allowed under the Arkansas Nonprofit Corporation Act of 1993. The Executive Committee shall maintain regular minutes of their proceedings and report the same to the Board of Directors at each regular meeting of the Board.

## ARTICLE VI. INDEMNIFICATION OF DIRECTORS AND OFFICERS

SECTION 1. Mandatory Indemnification. In accordance with Ark. Code Ann. §§ 4-33-852 and 4-33-856, the Corporation shall indemnify any Director or officer and his or her estate or personal representative who is successful, on the merits or otherwise, in the defense of any proceeding to which the Director or officer is a party by virtue of his or her status as a Director or officer of the Corporation.

SECTION 2. Permissible Indemnification. Pursuant to A.C.A. § 4-33-851, and except as provided in Section 3 below, the Corporation may indemnify a Director or officer made a party to a proceeding by virtue of his or her status as a Director or officer, against liability incurred in the proceeding if the following conditions are met: (1) the Director or officer conducted himself or herself in good faith; (2) with respect to conduct in his or her official capacity, the Director or officer had reason to believe that his or her conduct was in the best interests of the corporation; and (3) in cases of conduct not in his or her official capacity, the Director or officer had reason to believe that his or her conduct was at least not opposed to the best interests of the Corporation.

SECTION 3. Prohibition of Indemnification in Certain Cases. The Corporation shall not indemnify a Director or officer in connection with any proceeding by or in the right of the Corporation in which the Director or officer was adjudged liable to the Corporation, or in connection with any other proceeding charging improper personal benefit to the Director or officer, whether or not involving action in his or her official capacity, in which the Director or officer was adjudged liable on the basis that personal benefit was improperly received by the Director or officer.

SECTION 4. Procedure for Authorizing Indemnification of Directors. Before the Corporation may indemnify any Director pursuant to Section 2 above, a determination must be made that indemnification of a Director is permissible because the Director has met the standards of conduct set forth in Section 2 of this Article. The Board of Directors shall make that determination by a majority vote of a quorum consisting of Directors who are not at the time parties to the proceeding; provided, however, that if such a quorum cannot be obtained, then the determination shall be made either by a committee designated by the Board of Directors or by special legal counsel in accordance with A.C.A. § 4-33-855(b)(2) and (3). Furthermore, the Corporation may not indemnify a director until twenty (20) days after the effective date of the written notice of the proposed indemnification to the Attorney General of the State of Arkansas. The Corporation may pay for or reimburse the reasonable expenses incurred by a Director or officer who is a party to a proceeding in advance of final disposition of the proceeding upon

authorization made in accordance with A.C.A. § 4-33-855 and upon satisfaction of all the conditions prescribed in § 4-33-853.

SECTION 5. Insurance. The Corporation may purchase and maintain insurance on behalf of its Directors and officers to insure against liabilities asserted against or incurred by the Corporation's Directors and officers in that capacity or arising from their status as Directors and officers, whether or not the Corporation would have the power to indemnify them against the same liability under the preceding sections of this Article.

SECTION 6. Definitions. The following definitions apply to the indemnification provisions of this Article:

(a) Proceeding. "Proceeding" means any threatened, pending or completed civil action, suit or proceeding, whether judicial, administrative, or investigative, and whether formal or informal.

(b) Liability. "Liability" means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses actually incurred with respect to a proceeding.

(c) Expenses. Indemnification against expenses which is mandated or permitted under this Article is limited to reasonable expenses, including attorneys' fees, incurred in connection with a proceeding.

(d) Ark. Code Ann. All citations in these Bylaws to "Ark. Code Ann." Or to "A.C.A." shall refer to the Arkansas Code of 1987 Annotated, as amended from time by the Arkansas Legislature.

## **ARTICLE VII. CONTRACTS, LOANS, CHECKS AND DEPOSITS**

SECTION 1. Contracts. The Board of Directors may authorize any officer or officers, agent, or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

SECTION 2. Loans. No loans shall be made by the Corporation to its Directors or officers. Any Directors who vote for or assent to the making of a loan to a Director or officer, and any officer or officers participating in the making of such loan, shall be jointly and severally liable to the Corporation for such loan until repayment thereof in accordance with the provisions of the Arkansas Nonprofit Corporation Act of 1993. No loans shall be contracted on behalf of the

Corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 3. Checks, Drafts, etc. All checks, drafts, or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent, or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 4. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

#### **ARTICLE VIII. FISCAL YEAR**

The fiscal year of the Corporation shall begin January 1 each year and end on December 31 of each year.

#### **ARTICLE IX. DIVIDENDS PROHIBITED**

The Corporation shall not have or issue shares of stock, and no dividend shall be paid and no part of the income of the Corporation shall be distributed to its Directors, officers or members. The Corporation may pay compensation in a reasonable amount to its Directors, officers or members for services rendered, and may reimburse its Directors, officers, members, and employees for expenses incurred in attending to their authorized duties; provided, however, that such expenses shall be evidenced by receipt or other proper document.

#### **ARTICLE X. AMENDMENTS**

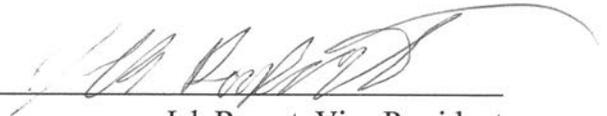
These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Board of Directors at any regular or special meeting of the Board of Directors; provided, however, that unless the amendments are unanimously adopted by action without a meeting pursuant to Section 8 of Article III hereof or unless notice is waived, the Corporation shall provide seven (7) days written notice to the Directors that the amendment will be voted upon at the meeting, and the notice must state that the purpose, or one of the purposes, of the meeting is to consider the proposed amendment of the Bylaws, and the notice shall also contain or be accompanied by a copy or a summary of the amendment or state the general nature of the amendment. Any amendment must be approved by a majority of the Directors in office at the time the amendment is adopted and as otherwise required by statute.

**CERTIFICATE**

We, the undersigned, hereby state and certify that the foregoing is a true, correct, and conformed copy of the Bylaws of SHJ Holdings, INC., dba THE DEN-ZONE of Jonesboro, Arkansas duly adopted by the Board of Directors of said organization on the **19th day of March 2025**, and that the same have not been altered, modified, amended, or repealed in any respect and remain in full force and effect on this date.

  
\_\_\_\_\_

Jerry Rapert, President

  
\_\_\_\_\_

Jeb Rapert, Vice President

  
\_\_\_\_\_

Robin Quick, Secretary/Treasurer

## 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  
SHJ HOLDINGS

Fictitious Names  
CURRY LEAF INDIAN CUISINE

Filing #  
811159454

Filing Type  
Nonprofit Corporation

Filed Under Act  
Dom Nonprofit Corp; 1147 of 1993

Status  
Good Standing

Principal Address  
2110 FAIRPARK BLVD., SUITE A JONESBORO, AR 72401

Reg. Agent  
JASON WILLETT

Agent Address  
1804 STARLING JONESBORO, AR 72401

Date Filed  
02/27/2018

Officers  
SCOTT HUNTER JR, Incorporator/Organizer  
RUCHIK PATEL, Director  
JERRY RAPERT, Director  
RONITH PATEL, Director  
JASON WILLETT, Director  
SURESH PATEL, Director

# STATE OF ARKANSAS



**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

**THE DEN-ZONE**

for

**SHJ HOLDINGS**

filed in this office  
March 14, 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 14th day of March 2025.

Cole Jester  
Secretary of State

Online Certificate Authorization Code: 83791567e58afd2419f  
To verify the Authorization Code, visit [sos.arkansas.gov](http://sos.arkansas.gov)





# App. for Fictitious Name for Domestic Nonprofit

## Filing Information

**Entity File Number:** 811159454  
**Alt Entity Type:** DomNonProfitNewCode  
**Entity Name:** SHJ HOLDINGS  
**Fictitious Name:** THE DEN-ZONE  
**File Date:** 2025-03-14 11:31:35  
**Alt Tax Type:** NonProfitCorporation  
**Filing Signature:** JASON WILLETT

**The character of the business being, or to be conducted under such fictitious name:**  
Restaurant private club

## Principal

**First Name:** JERRY  
**Middle Name:**  
**Last Name:** RAPERT  
**Address 1:** 2605 A STREET  
**City:** JONESBORO  
**State:** AR  
**Zip:** 72401  
**Country:** USA  
**Phone Number:** 870-838-4251  
**Email Address:** JRAPERT@ONQPROPERTIES.COM

# SHJ Holdings, INC.

## ANNUAL MEETING MINUTES

The following is an account of the minutes taken at the annual meeting held at 5:00 pm, March 18th, 2025, at 1804 Starling, Jonesboro, Arkansas.

1. Members decided to remove Ronith Patel, President; Ruchik Patel, Vice-President; and Suresh Patel, Secretary - Treasurer and elect, and replace with Jerry Rapert, President; Jeb Rapert, Vice-President; Robin Quick, Secretary-Treasurer; and have Jerry Rapert serve as applicant on a private club license to the ABC.

A motion was made by Ronith Patel to elect new officers and have Mr. Rapert apply as permittee. It was seconded by Suresh Patel and passed unanimously.

### 2. Attendees

The following members of SHJ Holdings, Inc. were present:

Ronith Patel, President  
Ruchik Patel, Vice-President  
Suresh Patel, Secretary- Treasurer

### 3. Purpose of Meeting

This meeting was held to:

Remove and replace current officers. Approve Jerry Rapert as an applicant on a private club license to the ABC.

Make a decision regarding the future of SHJ Holdings, Inc. of Jonesboro, Arkansas and make application for a private club permit to be located at 2605 A Street, Jonesboro, AR., 72401, Craighead County, Arkansas.

### 4. Approval of Agenda

The agenda was unanimously approved as distributed.

#### a. Review and Approval of Last Meeting's Minutes

A motion was made by Suresh Patel to approve previous minutes as read and was seconded by Ronith Patel. Motion passed unanimously.

**5. Announcement**

None

**6. Topics of discussion**

**a. Topics and Conclusions**

**b. Topic #1: Make a decision regarding the future of SHJ Holdings, Inc.**

Upon discussing this topic, the following conclusions were made:

Members of the board concluded that SHJ Holdings, INC. is to apply for a private club license to be located at 2605 A Street, Jonesboro, AR., 72401

A motion was made by Ruchik Patel to have SHJ Holdings, Inc. make an application for a private club permit dba The DEN-ZONE. The motion was seconded by Suresh Patel and the motion passed with unanimous approval.

**7. Key Decisions**

Based on the above conclusions the following decisions were made:

a. The decision was made to move forward with SHJ Holdings, Inc.'s application for a private club license dba THE DEN-ZONE.

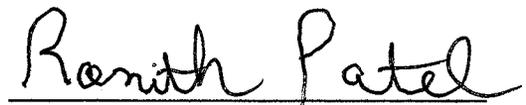
**8. Actions to Be Taken**

It has been unanimously decided to take the following actions:

Proper private club license application documents shall be completed by the board of directors.

**9. Adjournment**

The meeting was adjourned at 5:30pm by Ronith Patel.



Ronith Patel, PRESIDENT

# LEASE AGREEMENT

STATE OF ARKANSAS – COUNTY OF CRAIGHEAD

**THIS AGREEMENT** made in multiple copies and entered between **Arkansas State University, PO Box 600, State University, Arkansas, 72467** herein designated as Landlord, and **SHJ Holdings, Inc dba THE DEN-ZONE of Jonesboro, Arkansas, 2605 A Street, 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 2500 square feet referred to as SHJ Holdings, INC. dba THE DENZONE of Jonesboro, Arkansas, 2605 A Street, 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 May 1, 2025, and ending on May 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: \$2,500.00 monthly, \$30,000.00 per year.**

**Years two through five: \$30,000.00 per year.**

One such monthly installment together with a security deposit equal to \$2,500.00 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 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 5<sup>th</sup> 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 and 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 shall 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.

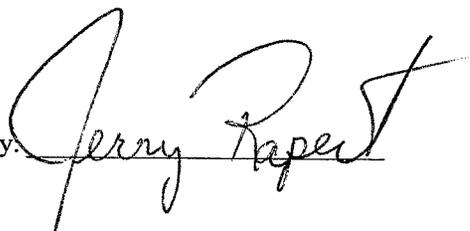
34. **RECORDING.** This lease shall not be recorded without Landlord's written consent.

35. **TERMINATION RIGHTS BY LANDLORD.** The Landlord has a right to terminate this Agreement for any reason with 30 days written notice to Tenant.

WITNESS, the signature of the parties hereto in multiple copies, this 1st day of  
May, AD 2025.

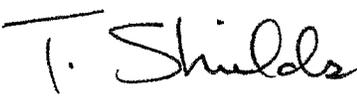
TENANT: Jerry Rapert

LANDLORD: Arkansas State University

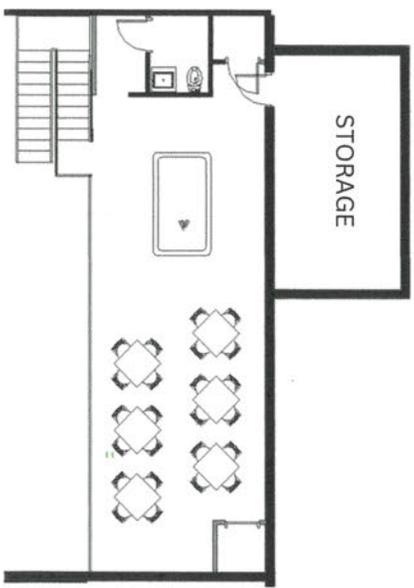
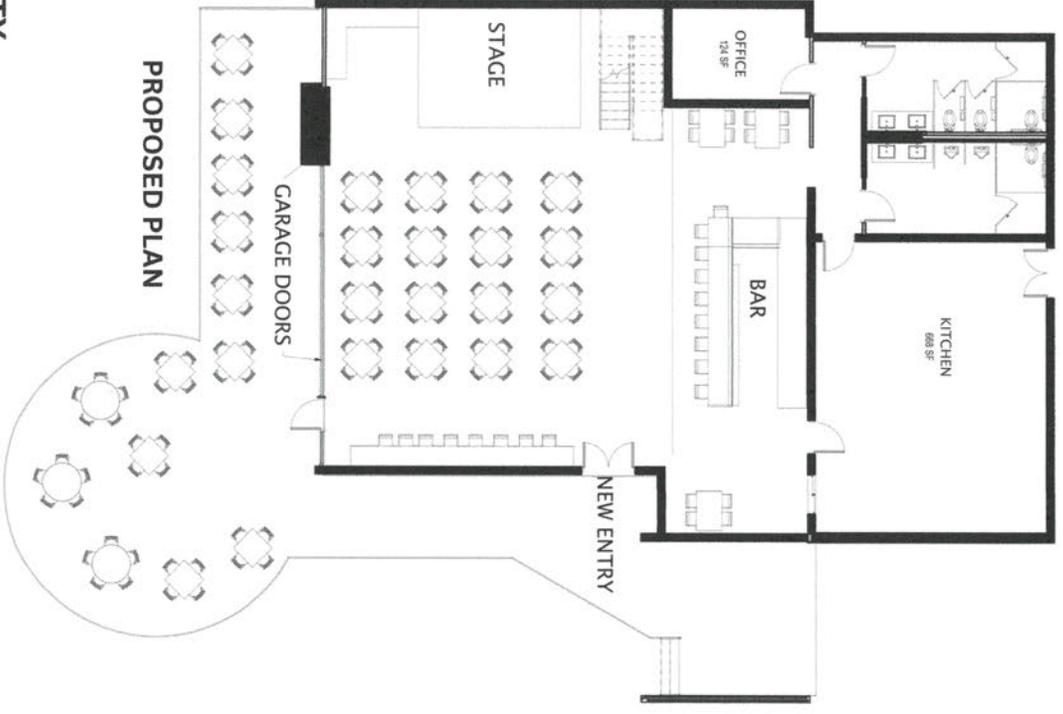
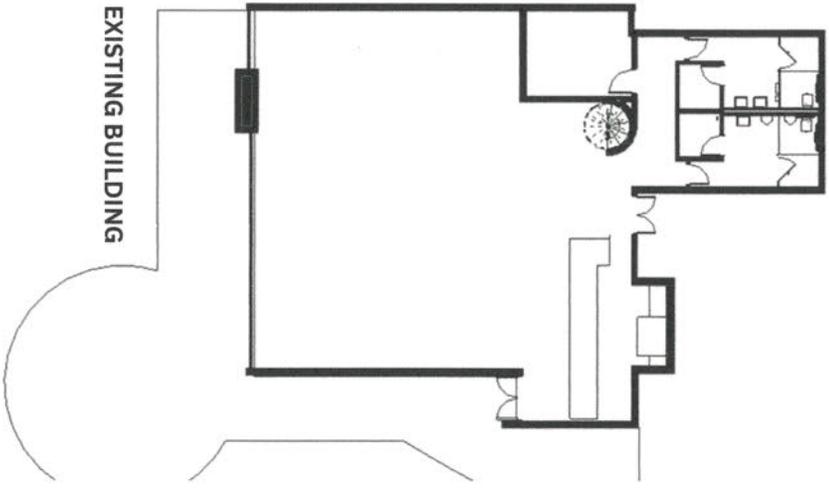
By: 

President

SHJ Holdings dba The Den-Zone of Jonesboro, Arkansas

By: 

Todd Shields, Chancellor



- 68-85 SEATS INSIDE
- 60-90 SEATS OUTSIDE
- KITCHEN SIZED TO EXCEED RED FEATHER EXAMPLE (505 SF)
- BAR SIZED TO RED FEATHER EXAMPLE PROVIDED
- WOMENS RESTROOM INCREASED FROM 1 TO 3 FIXTURES
- RESTROOM ADDED TO MEZZANINE



PAVILION FEASIBILITY



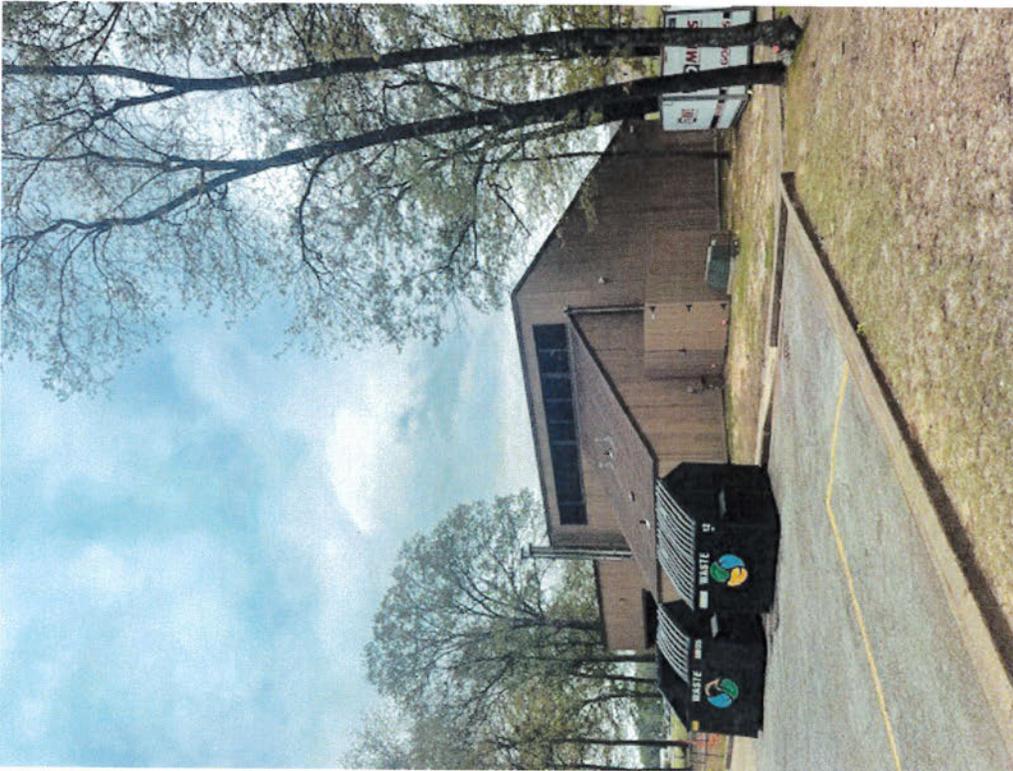
Mail body: Fwd: The Den-Zone Photos

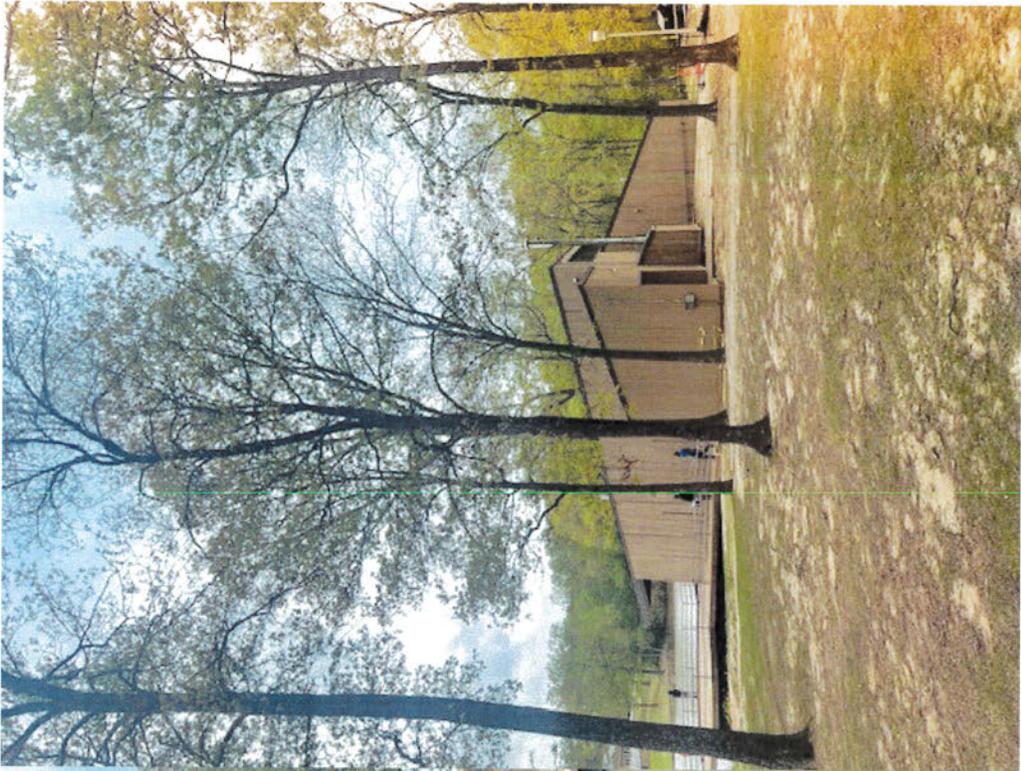
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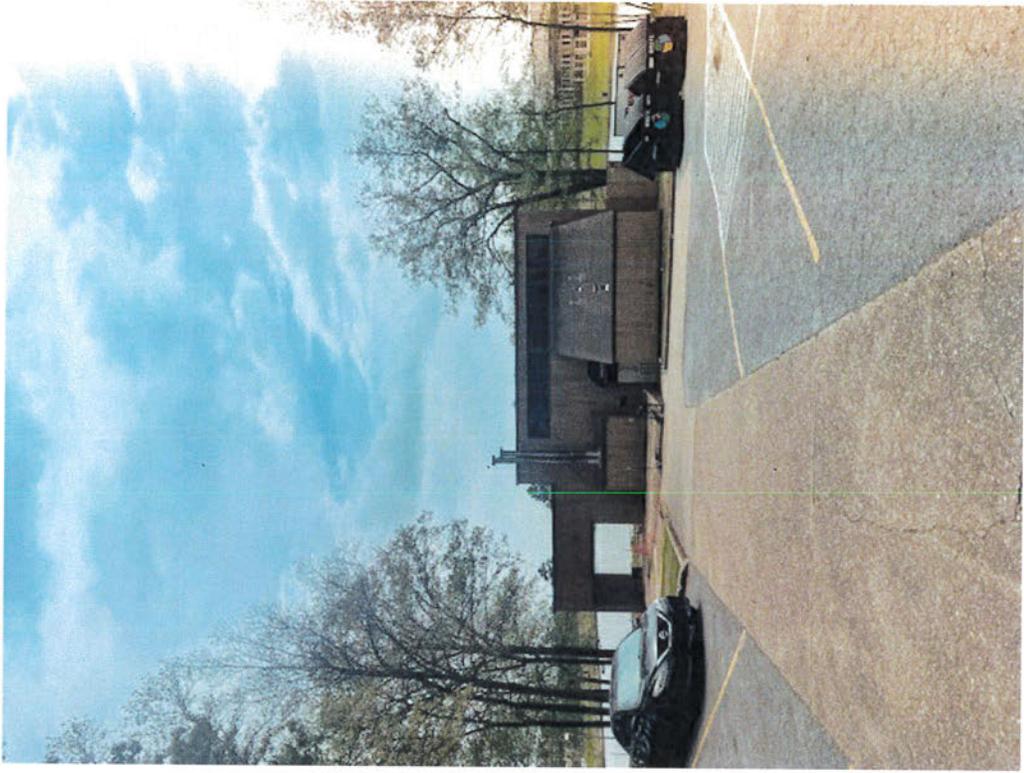
Sent from my iPad

Begin forwarded message:

**From:** jason@willettgroup.com  
**Date:** May 9, 2025 at 2:34:06 PM CDT  
**To:** Jason Willett <jason@willettgroup.com>  
**Subject: The Den-Zone Photos**







# THE DEN-ZONE



## ALL-DAY MENU

### STARTERS

#### **CHEESE FRIES** \$ 10.00 / \$7.50 HALF

Add Bacon \$2.50 | Jalapeños \$1.00 | Chorizo \$2.50

#### **CHICKEN NACHOS** \$ 12.50

Tortilla chips smothered in melted cheddar cheese, topped with marinated chicken breast, pico de gallo, guacamole, and sour cream.

#### **THREE OF A KIND** \$ 7.50

Crispy tortilla chips served with salsa, queso, and guacamole.

#### **WINGS** (6) \$10 / (12) \$15 / (18) \$21

Seasoned Ranch, Sweet Thai Spice, Signature Hot, All served with Ranch or Blue Cheese

#### **FRIED PICKLES/JALAPEÑOS** \$ 8.00

Hand-battered slices, seasoned to perfection.

### BURGERS

#### **THE DEN-ZONE** \$ 7.50

Green leaf lettuce, tomato, red onion, house pickles.

#### **THE FRESHMAN** \$ 8.50

White cheddar, chunky avocado, grilled onions, grilled jalapeños.

#### **THE HOWLER** \$ 9.95

Brisket burger topped with BBQ pork, cheddar-stuffed onion ring, bacon, leaf lettuce, house pickles.

#### **THE MORNING AFTER** \$ 12.50

White cheddar, chorizo, fried egg, grilled jalapeños.

### SANDWICHES & ENTRÉES

#### **CLUB SANDWICH** \$ 12.00

Grilled chicken breast, chunky avocado, bacon, tomato, leaf lettuce, white cheddar, challah bun.

#### **THE TENDERS** \$ 8.50

Crispy chicken tenders served with hand-cut fries. Choice of honey mustard, house BBQ, or ranch.

#### **BBQ PORK PO-BOY** \$ 11.00

Slow-cooked pork, crispy onion strings, garlic slaw, house pickles, chipotle BBQ sauce.

#### **FISH N' CHIPS** \$ 9.75

Beer-battered cod, hand-cut fries, jalapeño tartar sauce, spicy slaw.



### SIDES

#### **FRIES** \$ 4.00

#### **TOTS** \$ 4.00

#### **ONION RINGS** \$ 6.00

### BEVERAGES \$ 2.49

#### **FOUNTAIN DRINKS**

Coke, Diet Coke, Dr. Pepper, Sprite, Root Beer

#### **LEMONADE**

#### **ICED TEA**

#### **COFFEE**

# Annual Report for Domestic Nonprofit Corporation

## Filing Information

**State of Origin:** AR  
**Entity File Number:** 811159454  
**Alt Entity Type:** DomNonProfitNewCode  
**Entity Name:** SHJ HOLDINGS  
**File Date:** 2025-03-13 12:36:45  
**Alt Tax Type:** NonProfitCorporation  
**Tax Year:** 2025  
**Filing Signature:** JASON WILLETT

## Current Registered Agent

**First Name:** JASON  
**Last Name:** WILLETT  
**Address 1:** 1804 STARLING  
**City:** JONESBORO  
**State:** AR  
**Zip:** 72401  
**Country:** USA  
**Phone:** 501-200-2211

## Changing Registered Agent to:

**First Name:** JERRY  
**Last Name:** RAPERT  
**Address 1:** 5517 PACIFIC ROAD  
**City:** JONESBORO  
**State:** AR  
**Zip:** 72401  
**Country:** USA

## Officers

**First Name:** JASON  
**Last Name:** WILLETT  
**Title:** Director  
**Address 1:** 1804 STARLING  
**City:** JONESBORO  
**State:** AR  
**Zip:** 72401  
**Country:** USA

**First Name:** RONITH  
**Last Name:** PATEL  
**Title:** Director  
**Address 1:** 4201 DON KIRK DRIVE  
**City:** PARAGOULD  
**State:** AR  
**Zip:** 72450  
**Country:** USA

**First Name:** JERRY  
**Last Name:** RAPERT  
**Title:** Director  
**Address 1:** 1200 FALLS STREET  
**City:** JONESBORO  
**State:** AR  
**Zip:** 72401  
**Country:** USA

**First Name:** JEB

**Last Name:** RAPERT  
**Title:** Director  
**Address 1:** 2500 DAVIS STREET  
**City:** JONESBORO  
**State:** AR  
**Zip:** 72401  
**Country:** USA

**First Name:** ABIGAIL  
**Last Name:** RAPERT  
**Title:** Director  
**Address 1:** 2500 DAVIS DRIVE  
**City:** JONESBORO  
**State:** AR  
**Zip:** 72401  
**Country:** USA

**Principal**

**Entity Name:** THE DEN-ZONE  
**Address 1:** 2605 A STREET  
**City:** JONESBORO  
**State:** AR  
**Zip:** 72401  
**Country:** USA

OFFICIAL RECEIPT

Receipt Date 05/30/2025 09:49 AM  
Receipt Print Date 05/30/2025

Receipt # 00262257  
Batch # 00030.05.2025

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 Den z  
one 250.00

-----  
Total 250.00

Payment Information:  
Check 1124 250.00  
Change 0.00

Jerry Rapert  
Customer #: 000000

Cashier: ALCooksey  
Station: ALCOOKSEY

OFFICIAL RECEIPT

Receipt Date 06/06/2025 01:38 PM  
Receipt Print Date 06/06/2025

Receipt # 00262593  
Batch # 00106.06.2025

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 105.30

Detail:  
01-000-0150-00  
Proof of Publication 105.30

-----  
Total 105.30

Payment Information:  
Credit Car 8210 105.30  
Change 0.00

SHJ Holdings dba The Den Zone  
Customer #: 000000  
Jason Willett

Cashier: ALCooksey  
Station: ALCOOKSEY

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

06/06/25 1:31 PM  
TERM ID: \*\*\*\*\*705 \*\*\*1  
MANUAL KEYED  
CARD TYPE: MASTERCARD  
ACCT #: \*\*\*\*\*8210

**CREDIT SALE**

REF #: 1671928359 TRAN #: 1809  
AUTH #: 990834  
AVS: Z

DESCRIPTION: \_\_\_\_\_  
AMOUNT USD \$105.30

**APPROVED**

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

MERCHANT COPY



## Text File

File Number: ORD-25:020

**Agenda Date:** 6/17/2025

**Version:** 1

**Status:** First Reading

**In Control:** City Council

**File Type:** Ordinance

AN ORDINANCE AMENDING CHAPTER 117, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FOR PROPERTY LOCATED AT 4700 INDUSTRIAL DRIVE

BE IT ORDAINED by the City Council in the City 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: "R-1" - SINGLE FAMILY RESIDENTIAL

TO: "I-2" - GENERAL INDUSTRIAL

For the following described property:

THE NORTH HALF OF THE SOUTH HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 13 NORTH, RANGE 4 EAST, CONTAINING 5 ACRES, MORE OR LESS, SUBJECT TO PUBLIC ROAD ALONG THE WEST SIDE THEREOF. SUBJECT TO ASSESSMENTS, BUILDING LINES, EASEMENTS, MINERAL RESERVATIONS AND/OR CONVEYANCES, RESTRICTIONS, AND ANY OTHER MATTERS OF RECORD.

ARKANSAS FILED MAY 21ST, 2024

SECTION 2: The Rezoning of this property shall adhere to the following stipulations:

1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.
2. A final site plan illustration 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 of the property.
3. Any change of use shall be subject to Planning Commission approval in the future.
4. This development shall comply with all Planned Development District Standards.



# Application for a Zoning Ordinance Map Amendment

METROPOLITAN AREA  
PLANNING COMMISSION  
Jonesboro, Arkansas

Meeting Date: 6/10/25 Date Received: 5/15/25  
Meeting Deadline: 5/19/25 Case Number: R2-25-09

## LOCATION:

Site Address: 4700 Industrial Dr. Jonesboro, AR 72404

Side of Street: E between 4614 Industrial Dr. and 4800 Industrial Dr.

Quarter: NW 1/4 Section: 2 Township: 13N Range: 04E

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

## SITE INFORMATION:

Existing Zoning: R-1 Proposed Zoning: I-2

Size of site (square feet and acres): 216,884 sf 4.97ac Street frontage (feet): 323.38'

Existing Use of the Site: Vacant House and Shop

Character and adequacy of adjoining streets: Minor Arterial and County Road

Does public water serve the site? Yes

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

Does public sanitary sewer serve the site? No.

If not, how would sewer service be provided? Sewer extension connecting at Ingals Rd.

Use of adjoining properties:

North Residential / Automotive Business

South Waste water Treatment Facility

East Waste water Treatment Facility

West Waste water Treatment Facility

Physical characteristics of the site: 4.97 acre lot with vacant house and shop  
Flat topography open greenspace trees on boundary.

Characteristics of the neighborhood: Mostly farm land with some residential  
and Industrial

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

**REZONING INFORMATION:**

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

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

**OWNERSHIP INFORMATION:**

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

**Owner of Record:**

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

Name: Dale Koehn

Address: 1533 CR604

City, State: Jonesboro AR ZIP 72404

Telephone: 870-919-3077

Facsimile: \_\_\_\_\_

Signature: Dale Koehn

**Applicant:**

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

Name: M<sup>rs</sup> Alister Engineering

Address: 4508 Stadium Blvd. Ste. D

City, State: Jonesboro, AR ZIP 72404

Telephone: 870-931-1420

Facsimile: \_\_\_\_\_

Signature: Megan M<sup>rs</sup> Alister

**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.*

# McALISTER ENGINEERING, PLLC

## CIVIL ENGINEERING AND LAND SURVEYING

May 14<sup>th</sup>, 2025

Owner: Mr. Dale Koehn

Contact Information: via email [<koehncontracting@gmail.com>](mailto:koehncontracting@gmail.com)  
via phone [<+1 \(870\) 919-3077>](tel:+1(870)919-3077)

RE: Rezoning Property R-1 to I-2  
4700 Industrial Drive  
Jonesboro, AR 72404  
5.00 acres +/-

To the Metropolitan Area Planning Commission:

In accordance with your request, I am pleased to provide you with the following information for the referenced project.

### **Rezoning Information:**

1. The property was zoned R-1 (Single Family Residential) when it was purchased by the current Owner.
2. The purpose of rezoning the property to I-2 (Heavy Industrial) is to accommodate a shop to park heavy equipment in (dump truck, fork lift, skid steer, etc.) with an attached office. This change in land use will necessitate rezoning the property.
3. If rezoned, the property would be developed into a shop to house an estimated 3-5 construction vehicles with an attached office.
4. The density/intensity of the development would be an approximately 3,000 square foot shop with an attached office for a Construction Business.
5. The proposed rezoning is consistent with the Jonesboro Comprehensive Plan and the Future Land Use Plan in that the property is located off of a minor arterial drive and a rural intensity sector.
6. Public interest and community benefits from the proposed rezoning will be continued growth, not only to the area, but also to local businesses.
7. Currently the surrounding areas consist of: One residential property and a Welding and Automotive business across the street while the remaining surrounding area is the City Water and Light Eastside Wastewater Treatment Facility. The addition of a Heavy Industrial Construction Shop and Office would be compatible with the surrounding areas.
8. Substantial reasons why the property cannot be used in accordance with existing zoning would be the use of the property being dedicated to an industrial business, not single-family residential purposes.

9. There would be no significant impact on property value, traffic, drainage, visual appearance, odor, noise, light vibration, hours of use or operation or any restriction to the normal and customary use of the affected property.
10. The property has remained vacant for approximately one year.
11. The proposed rezoning and resulting development would have no significant impact on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services.
12. If the rezoning is approved, development would begin in 4 months to a year's time.
13. A neighborhood meeting for the proposed rezoning has been deemed unnecessary due to no major developmental changes happening after this rezoning and the benefits the business would bring to the surrounding areas and local business community.
14. This application is not for a Limited Use Overlay (LUO).

Sincerely,

Applicant:

Megan McAlister

***McAlister Engineering PLLC.***

4508 Stadium Blvd. Suite D  
Jonesboro, AR 72404

Phone: 870-931-1420

Fax: 870-931-1422

EMAIL: [Megan.mcengr@gmail.com](mailto:Megan.mcengr@gmail.com)



**Certified Mailing Addresses for Rezoning 4700 Industrial Drive**

4713 Industrial Drive, Jonesboro, AR 72404

4719 Industrial Drive, Jonesboro, AR 72404

4707 Industrial Drive, Jonesboro, AR 72404

4800 Industrial Drive, Jonesboro, AR 72404

4614 Industrial Drive, Jonesboro, AR 72404

CARAWAY JONESBORO  
2404 RACE ST  
JONESBORO, AR 72401-9997  
www.usps.com

05/23/2025

04:

TRACKING NUMBERS  
9589 0710 5270 2985 3246 11  
9589 0710 5270 2985 3246 28  
9589 0710 5270 2985 3246 35

TRACK STATUS OF ITEMS WITH THIS QR  
(UP TO 25 ITEMS)



TRACK STATUS BY TEXT MESSAGE  
Tracking number to 28777 (S...)  
message and data rates m...

TRACK STATUS ONLINE  
<https://www.usps.com/tracking>  
and e-mail alerts avail...

PURCHASE DETAILS

Qty Unit Price

Class Mail® 1  
Jonesboro, AR 72404  
Weight: 0 lb 0.30 oz  
Estimated Delivery Date  
05/29/2025  
Certified Mail®  
Tracking #: 9589 0710 5270 2985  
Affixed Postage  
Affixed Amount: \$0.73

Total  
First-Class Mail® 1

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Jonesboro, AR 72403

Postage and Fees \$4.85

- Return Receipt (hardcopy) \$0.00
- Return Receipt (electronic) \$0.00
- Certified Mail Restricted Delivery \$0.00
- Adult Signature Required \$0.00
- Adult Signature Restricted Delivery \$0.00

Postage \$0.73

Total Postage and Fees \$5.58

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411 Greens 931 Rd  
City, State, ZIP+4®  
Paragon AR 72450

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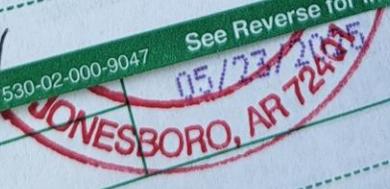
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2003 Vail Dr.  
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Jonesboro AR 72404

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Jonesboro AR 72403-1289

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Extra Services & Fees (check box, add fee as appropriate)			
<input type="checkbox"/> Return Receipt (hardcopy)	\$ 10.00		
<input type="checkbox"/> Return Receipt (electronic)	\$ 10.00		
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 10.00		
<input type="checkbox"/> Adult Signature Required	\$ 10.00		
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 10.00		
Postage	\$ 0.73		
<b>Total Postage and Fees</b>	<b>\$ 5.52</b>		

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Extra Services & Fees (check box, add fee as appropriate)			
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<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 10.00		
<input type="checkbox"/> Adult Signature Required	\$ 10.00		
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 10.00		
Postage	\$ 0.73		
<b>Total Postage and Fees</b>	<b>\$ 5.52</b>		

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<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 10.00		
Postage	\$ 0.73		
<b>Total Postage and Fees</b>	<b>\$ 5.52</b>		

Postmark  
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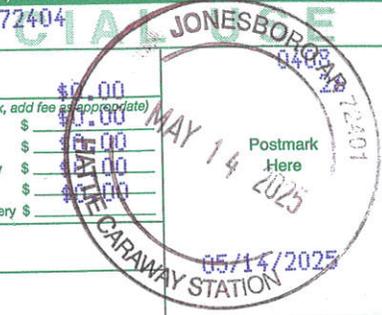
For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

Jonesboro, AR 72404

Certified Mail Fee	\$4.85
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
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<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$1.29

Total Postage and Fees \$6.14



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PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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Jonesboro, AR 72404

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Extra Services & Fees (check box, add fee as appropriate)	\$0.00
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Postage \$1.29

Total Postage and Fees \$6.14



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PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

THIS INSTRUMENT PREPARED BY: J. ROBIN NIX, II, ATTORNEY AT LAW

# Warranty Deed

(Single Person)

KNOW ALL MEN BY THESE PRESENTS:

That I, **Cheryl J. Counce**, a single person, widow of **C.E. Counce**, deceased, Grantor, for and in consideration of the sum of **\$150,000.00**, and other good and valuable considerations to me in hand paid by the Grantee the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto **Koehn Contracting L.L.C.**, Grantee, and unto its successors and assigns forever, the following described land situated in the County of **Craighead**, State of **Arkansas**, to-wit:

The North Half of the South Half of the West Half of the Southwest Quarter of the Northwest Quarter of Section 2, Township 13 North, Range 4 East, containing 5 acres, more or less, subject to Public Road along the West side thereof.

Subject to assessments, building lines, easements, mineral reservations and/or conveyances, restrictions, and any other matters of record or fact.

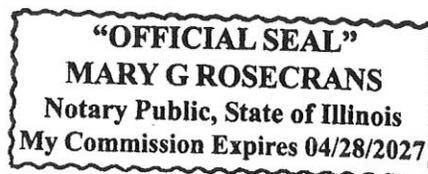
NOTE: C.E. Counce died December 18, 2023.

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 I hereby covenant with said Grantee, that I will forever warrant and defend the title to the said lands against all claims whatsoever.

WITNESS my hand and seal on this 21<sup>st</sup> day of May, 2024.

X Cheryl J. Counce  
Cheryl J. Counce



Warranty Deed - Single



ACKNOWLEDGMENT

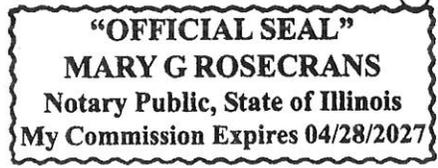
STATE OF Illinois  
COUNTY OF Tazewell

Be it remembered, that on this day came before me the undersigned, a Notary Public duly commissioned qualified and acting, within and for said County and State, in person the within named **Cheryl J. Counce, a single person, widow of C.E. Counce, deceased**, to me personally well known to be the person whose name is subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In testimony whereof I have hereunto set my hand and official seal this 21<sup>st</sup> day of May, 2024

x Mary G Rosecrans  
Notary Public

My Commission Expires: 4/28/27



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.

Dan Koehn  
Koehn Contracting L.L.C.

Mailing Address: 1533 CR 604, Jonesboro AR 72404



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

Real Estate Transfer Tax Stamp

Proof of Tax Paid



File Number: 24-1798

**Grantee:** KOEHN  
**Mailing Address:** ~~KOEHN~~ CONTRACTING L.L.C.  
1533 COUNTY ROAD 604  
JONESBORO AR 724048120

**Grantor:** CHERYL J. COUNCE  
**Mailing Address:** 104 COBBLESTONE LN  
EAST PEORIA IL 616113401

**Property Purchase Price:** \$150,000.00  
**Tax Amount:** \$495.00  
**County:** CRAIGHEAD  
**Date Issued:** 05/23/2024  
**Stamp ID:** 8878080

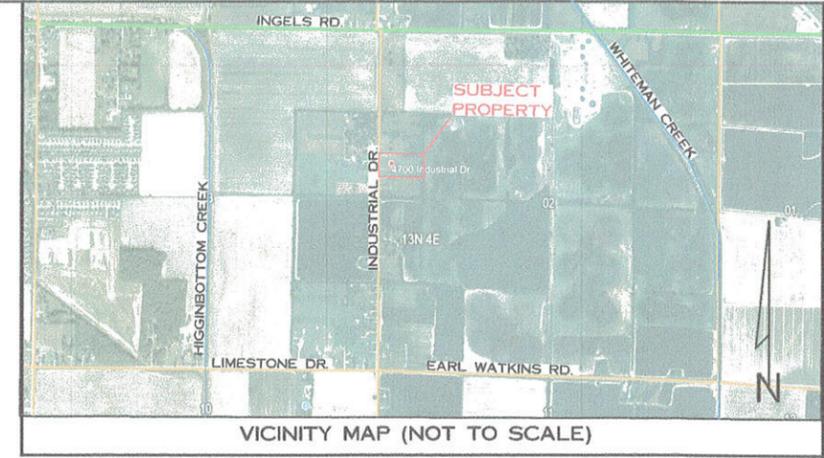
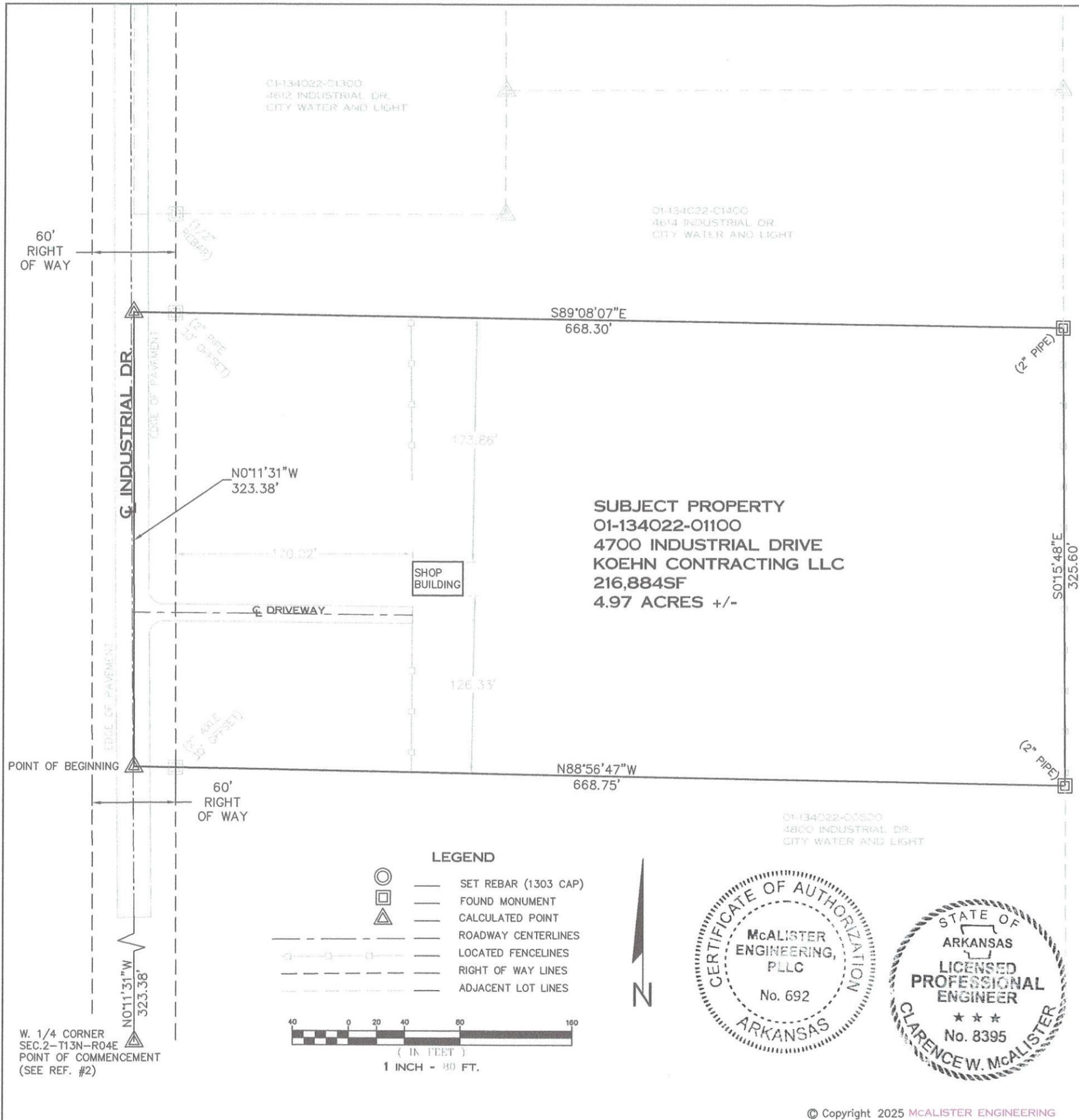
I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): KOEHN CONTRACTING L.L.C.

Grantee or Agent Name (signature): *Nix Title as agent* Date: 5/23/24

Address: 1533 COUNTY ROAD 604

City/State/Zip: JONESBORO AR 724048120



**NOTES:**

1. CLIENT: KOEHN CONTRACTING
2. BASIS OF BEARING -GPS OBSERVATION, NAD83, THIRD ORDER CLASS ARKANSAS SPC NORTH ZONE.
3. PROPERTY NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN BY FEMA FIRM MAP NUMBER 05031CO267D EFFECTIVE DATE 9-26-2024
4. THIS PLAT REFLECTS THE PROPOSED REZONING OF THE SUBJECT PROPERTY FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO I-2 (HEAVY INDUSTRIAL) AS REQUESTED BY THE PROPERTY OWNER.

**REFERENCE:**

1. WARRANTY DEED COUNCE TO KOEHN CONTRACTING LLC DATED 5-23-2024 FILED FOR RECORD AS DOCUMENT 2024R-009308 IN THE OFFICE OF THE CIRCUIT CLERK FOR CRAIGHEAD COUNTY, IN JONESBORO, ARKANSAS.
2. PLAT OF SURVEY FOR WALTER MORTGAGE BY ARCHER ENGINEERING, P.A.DATED 7-02-2007, FILED FOR RECORD IN PLAT BOOK I, PAGE 173 IN THE OFFICE OF THE CIRCUIT CLERK FOR CRAIGHEAD COUNTY, IN JONESBORO, ARKANSAS.

**REVISED DESCRIPTION:**

THE NORTH HALF OF THE SOUTH HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 13 NORTH, RANGE 4 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE WEST QUARTER CORNER OF SAID SECTION 2, THENCE N0°11'31"W 323.38 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2 TO THE POINT OF BEGINNING, CONTINUE THENCE N0°11'31"W 323.38 FEET TO A POINT, THENCE S89°08'07"E 668.30 FEET TO A POINT, THENCE S0°15'48"E 325.60 FEET TO A POINT, THENCE N88°56'47"W 668.75 FEET TO THE POINT OF BEGINNING CONTAINING SOME 4.97 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND RIGHTS OF WAY OF RECORD.

**OWNER'S CERTIFICATION**

I DAVE KOEHN, AS AUTHORIZED REPRESENTATIVE OF KOEHN CONTRACTING LLC, THE OWNER OF RECORD OF THE PROPERTY DESCRIBED HEREON, DO HEREBY REQUEST THE REZONING OF THIS PROPERTY FROM (R-1) TO (I-2)

*DAVE KOEHN*  
 DALE KOEHN, KOEHN CONTRACTING LLC,

**SURVEYOR'S CERTIFICATION**

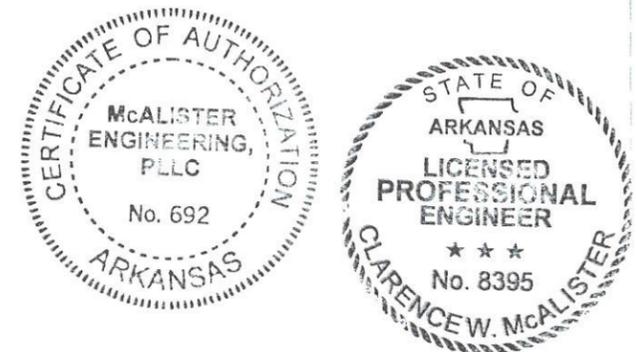
I HEREBY CERTIFY THAT McALISTER ENGINEERING HAS THIS DATE MADE A BOUNDARY SURVEY OF THE DESCRIBED LANDS IN COMPLIANCE WITH THE ARKANSAS MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND PLATS AND THAT ALL PROPERTY LINES AND CORNER MONUMENTS HAVE BEEN CORRECTLY ESTABLISHED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*CLARENCE W. McALISTER*  
 CLARENCE W. "MAC" McALISTER, PS1303

**REZONING PLAT**

N.1/2 OF THE S.1/2 OF THE W.1/2 OF THE SW1/4 OF THE NW1/4  
 SEC. 2 -T13N-R04E  
 4700 INDUSTRIAL DRIVE JONESBORO, ARKANSAS

<b>McALISTER ENGINEERING,</b> CIVIL ENGINEERING AND LAND SURVEYING	DRAWN BY: TM	CHECKED BY: CM
	SCALE: 1" = 80'	
	DATE: 2MAY25	FILE: PROJECTS 25
	JOB#: 251464029	SHEET 1 / 1
CLARENCE W. "MAC" McALISTER, PE, PS		
500-13N-04E-0-02-430-16-1303		



**LEGEND**

- SET REBAR (1303 CAP)
- FOUND MONUMENT
- △ CALCULATED POINT
- ROADWAY CENTERLINES
- - - LOCATED FENCELINES
- - - RIGHT OF WAY LINES
- - - ADJACENT LOT LINES

( IN FEET )  
 1 INCH = 80 FT.

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

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



***City of Jonesboro Metropolitan Area Planning Commission***  
**Staff Report – RZ 25-09, 4700 Industrial Drive**  
**300 S. Church Street/Municipal Center**  
***For Consideration by Planning Commission on June 10, 2025***

**REQUEST:** To consider a rezoning of one tract of land containing 4.97 +/- acres

**PURPOSE:** A request to consider recommendation to Council for a rezoning from “R-1”, single family medium density district, to “I-2”, general industrial district.

**APPLICANT:** McAlister Engineering, 4508 Stadium Blvd. Ste. D, Jonesboro, AR 72404

**OWNER:** Dale Koehn, 1533 CR 604, Jonesboro, AR 72404

**LOCATION:** 4700 Industrial Drive

**SITE DESCRIPTION:** **Total Size:** Approx. 4.97 acres  
**Street Frontage:** Approx. 323 feet on Industrial Drive

**Existing Development:** Vacant house and shop building.

**SURROUNDING CONDITIONS:**

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

**HISTORY:** Previously used as residential. The site has been vacant for approximately a year.

## 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 **Rural Intensity** Growth Sector.

### **Rural Intensity:**

Rural land uses are extremely low intensity uses that happen in areas that have traditionally been devoted to agriculture. These areas typically do not have sewer. In much of the area designated rural, flooding is a distinct possibility. Even though individual properties can be brought into conformation with flood-prevention standards to allow construction, limited development is still advisable.

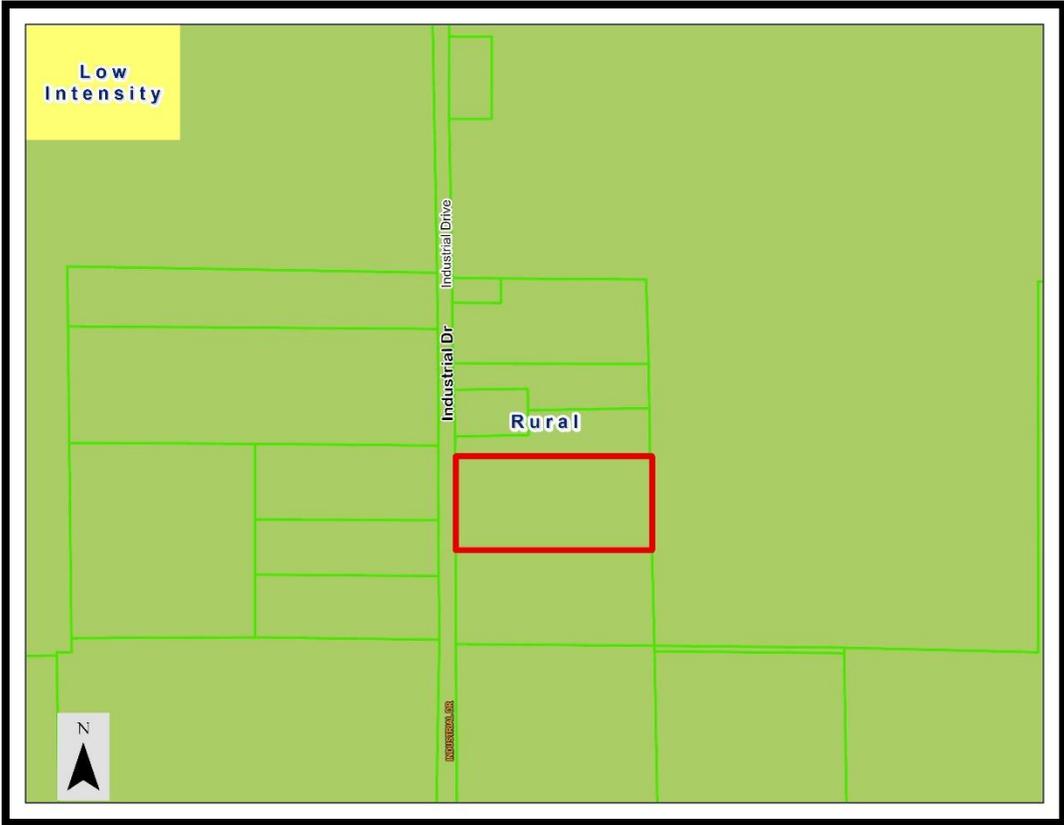
At some of the rural crossroads, very small-scale businesses such as convenience stores may be allowed to serve the needs of the surrounding residents. Additionally, commercial businesses serving agricultural needs may be allowed at the crossroads. The intent is to prevent highway-oriented strip development even in these rural areas.

### Typical Land Uses:

- Large lot single family residential
- Commercial businesses serving agricultural needs
- Small retail to meet needs of local residents
- Convenience store/gas station (at intersections of Collector and above)
- Neighborhood Markets
- Open Space
- Agricultural (Crop/animal)
- Stable or kennel
- Churches
- Institutional (wastewater treatment plants, sludge ponds, water towers, landing strips, cell towers, drainage ways)

Density: Single Family Residential on > 5 acre lots





*Land Use Map*



*Zoning Map*

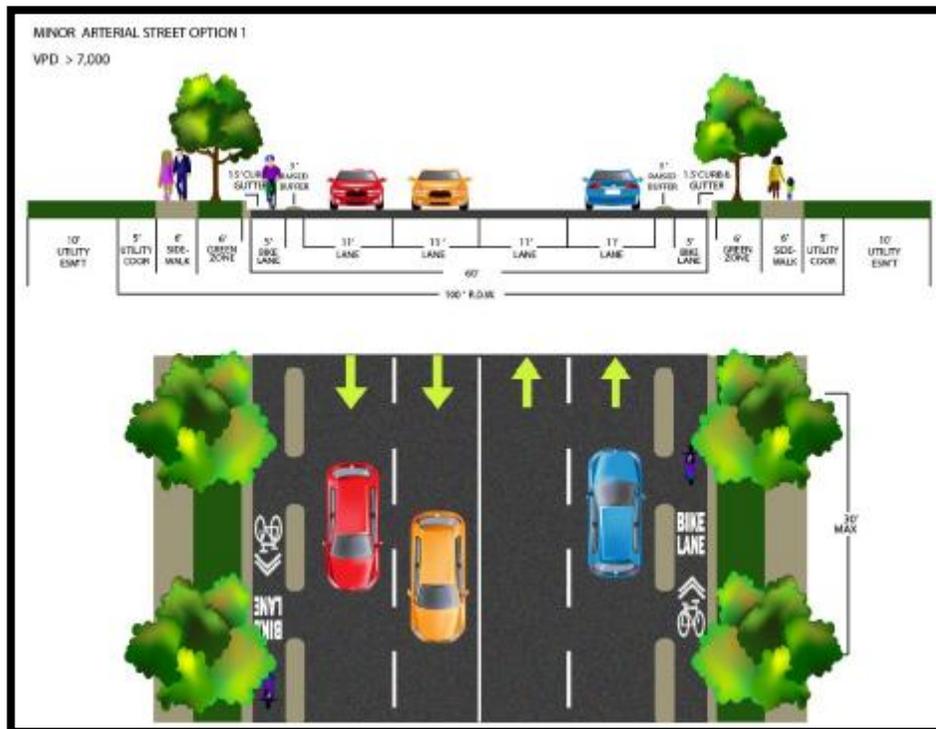
## Master Street Plan/Transportation

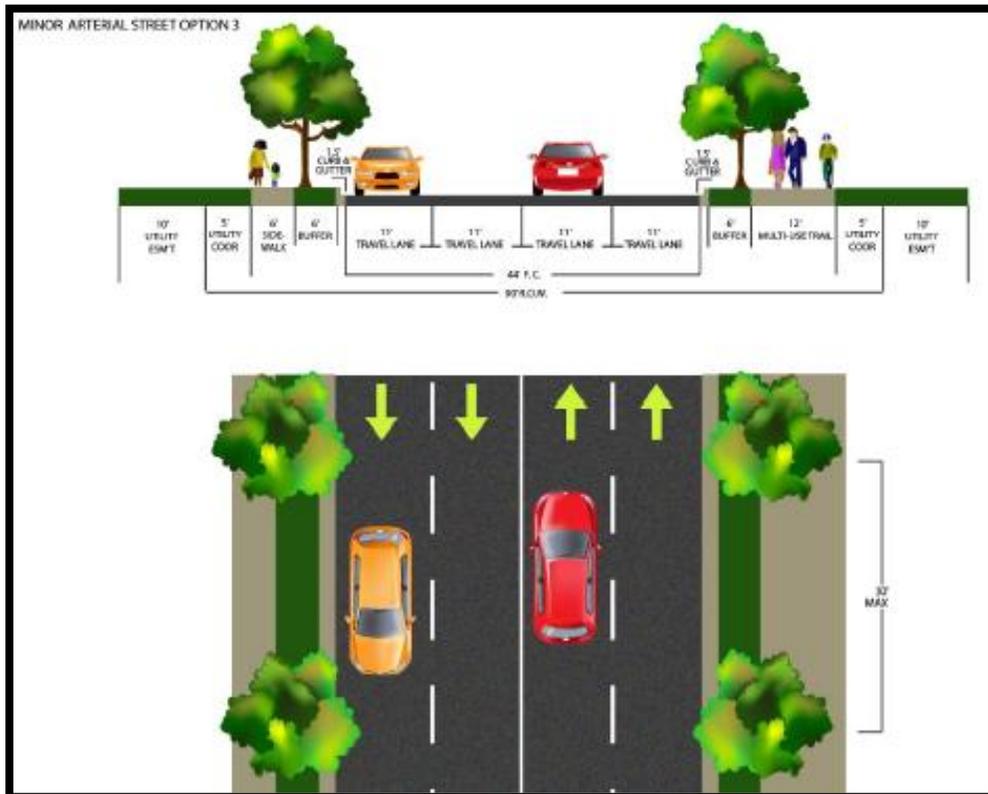
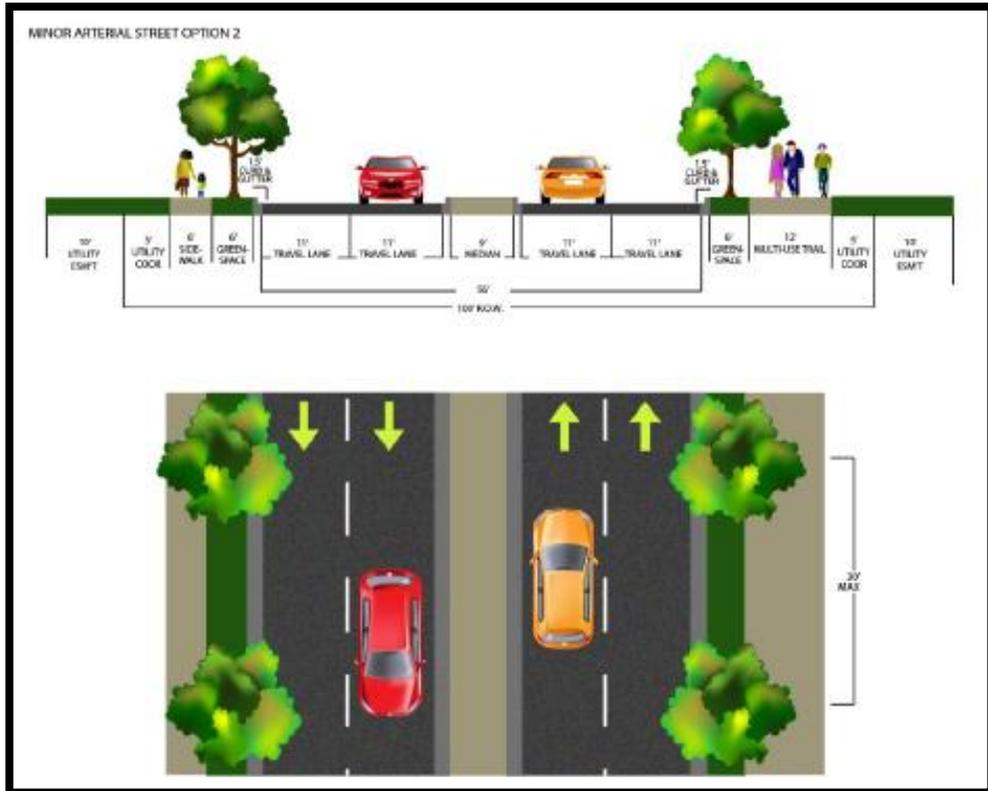
The subject property will be served by Industrial Drive. The Master Street Plan classifies this road as a Minor Arterial.

**Minor Arterials** function similarly to principal arterials, but operate under lower traffic volumes, serve trips of shorter distances, and provide a higher degree of property access than principal arterials.

**FUNCTION:** Minor Arterials provide the connections to and through an urban area. Their primary function is to provide short distance travel within the urbanized area. Since a Minor Arterial is a high volume road, a minimum of 4 travel lanes is required. At intersections with Collector Streets or other Arterials (principal or minor), additional right-of-way may be required if the anticipated turning movements warrant extra lanes.

**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).





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

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

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

## Staff Findings:

### Applicant's Purpose

The proposed area is currently classified as "R-1", single family medium density district. The applicant is applying for a rezoning to allow industrial use 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 I-2 as follows:

*I-2, general industrial district.* This district is intended for the more intensive industries and those manufacturing facilities making products from raw materials. Regulations are the minimum for mutual protection between industries. Rail service is typically necessary, as is adequate highway access.

### 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 25-09; a request to rezone property “R-1”, single family medium density district, to “I-2” general industrial 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 25-09 on the floor for consideration of recommendation by MAPC to the City Council with the noted conditions, and we, the MAPC find that to rezone property from “R-1”, single family medium density district, to “I-2” general industrial district, will be compatible and suitable with the zoning, uses, and character of the surrounding area.

OFFICIAL RECEIPT

Receipt Date 06/11/2025 03:16 PM  
Receipt Print Date 06/11/2025

Receipt # 00262758  
Batch # 00111.06.2025

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 181.35

Detail:  
01-000-0150-00  
Proof of Publication 4700 Industrial Dr 181.35

-----  
Total 181.35

Payment Information:  
Credit Car 8693 181.35  
Change 0.00

McAlister Engineering  
Customer #: 002044

4508 Stadium Blvd Ste D  
Jonesboro, AR 72404

Cashier: ALCooksey  
Station: ALCOOKSEY

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

06/11/25 3:15 PM  
TERM ID: \*\*\*\*\*705 \*\*\*1  
MANUAL KEYED  
CARD TYPE: VISA  
ACCT #: \*\*\*\*\*8693

CREDIT SALE

REF #: 1730963303 TRAN #: 1847  
AUTH #: 06160G  
AVS: Z

DESCRIPTION: \_\_\_\_\_  
AMOUNT USD \$181.35

APPROVED

X \_\_\_\_\_

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

MERCHANT COPY

***City of Jonesboro Metropolitan Area Planning Commission***  
**Staff Report – RZ 25-09, 4700 Industrial Drive**  
**300 S. Church Street/Municipal Center**  
***For Consideration by Planning Commission on June 10, 2025***

**REQUEST:** To consider a rezoning of one tract of land containing 4.97 +/- acres

**PURPOSE:** A request to consider recommendation to Council for a rezoning from “R-1”, single family medium density district, to “I-2”, general industrial district.

**APPLICANT:** McAlister Engineering, 4508 Stadium Blvd. Ste. D, Jonesboro, AR 72404

**OWNER:** Dale Koehn, 1533 CR 604, Jonesboro, AR 72404

**LOCATION:** 4700 Industrial Drive

**SITE DESCRIPTION:** **Total Size:** Approx. 4.97 acres  
**Street Frontage:** Approx. 323 feet on Industrial Drive

**Existing Development:** Vacant house and shop building.

**SURROUNDING CONDITIONS:**

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

**HISTORY:** Previously used as residential. The site has been vacant for approximately a year.

## 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 **Rural Intensity** Growth Sector.

### **Rural Intensity:**

Rural land uses are extremely low intensity uses that happen in areas that have traditionally been devoted to agriculture. These areas typically do not have sewer. In much of the area designated rural, flooding is a distinct possibility. Even though individual properties can be brought into conformation with flood-prevention standards to allow construction, limited development is still advisable.

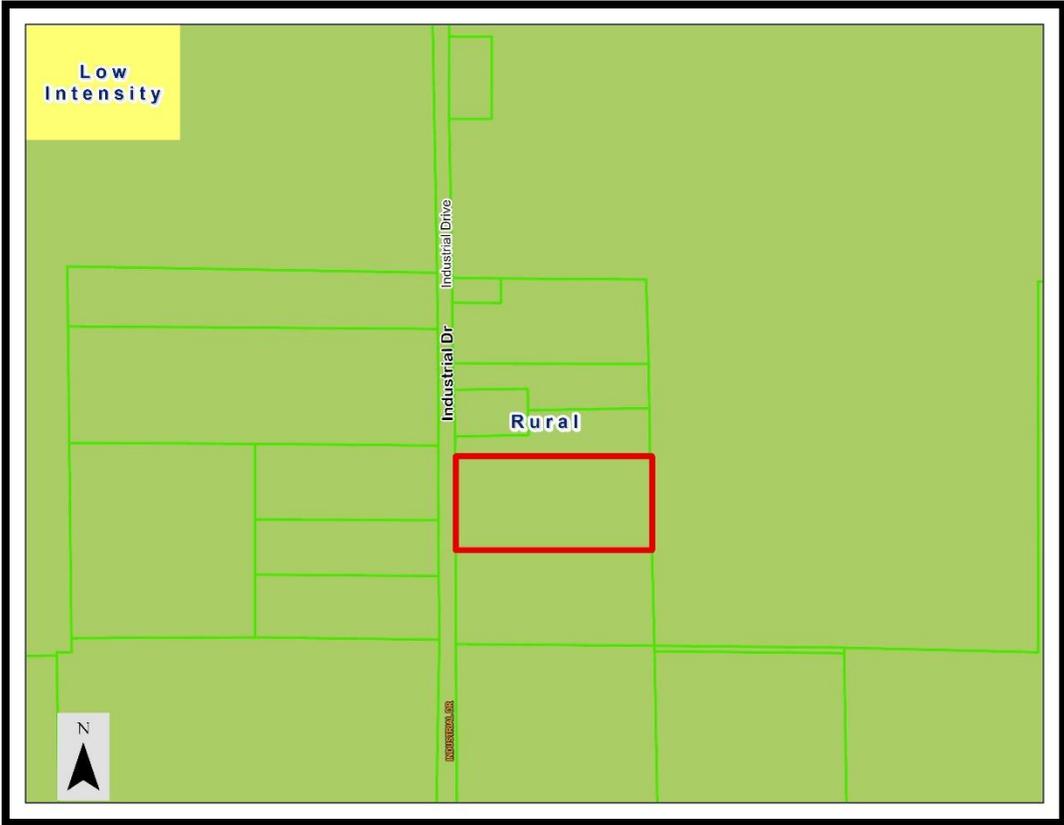
At some of the rural crossroads, very small-scale businesses such as convenience stores may be allowed to serve the needs of the surrounding residents. Additionally, commercial businesses serving agricultural needs may be allowed at the crossroads. The intent is to prevent highway-oriented strip development even in these rural areas.

### Typical Land Uses:

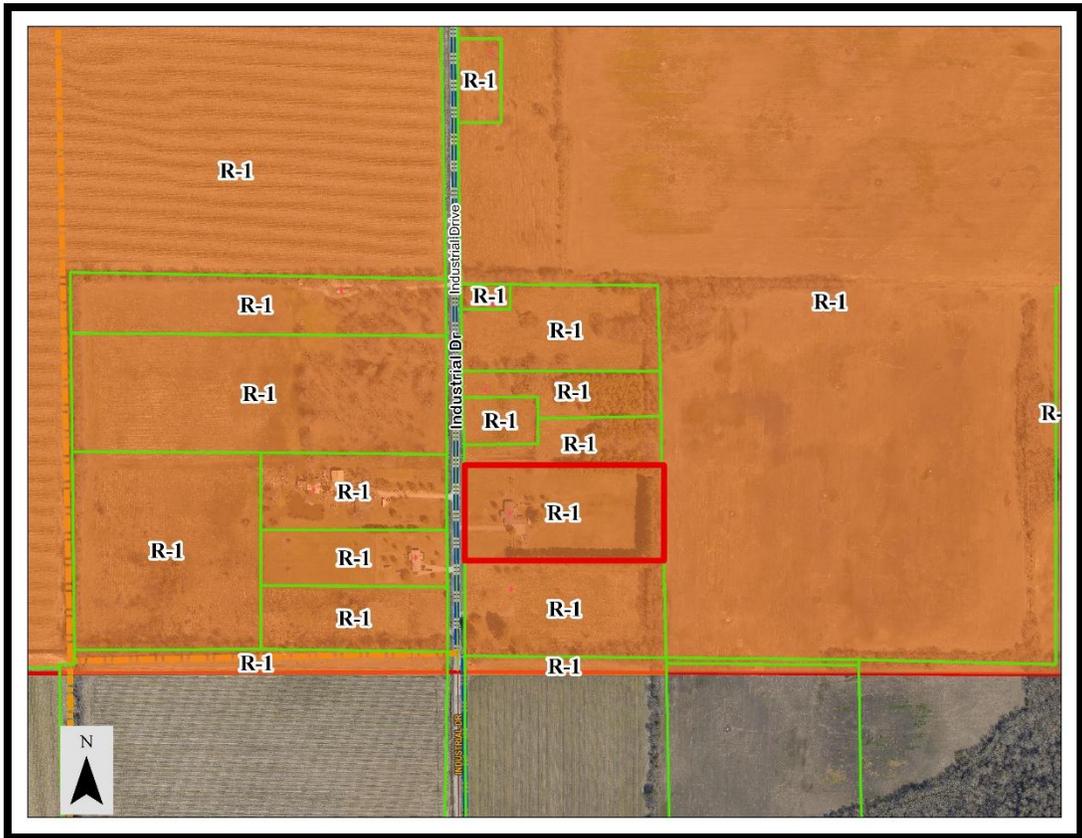
- Large lot single family residential
- Commercial businesses serving agricultural needs
- Small retail to meet needs of local residents
- Convenience store/gas station (at intersections of Collector and above)
- Neighborhood Markets
- Open Space
- Agricultural (Crop/animal)
- Stable or kennel
- Churches
- Institutional (wastewater treatment plants, sludge ponds, water towers, landing strips, cell towers, drainage ways)

Density: Single Family Residential on > 5 acre lots





*Land Use Map*



*Zoning Map*

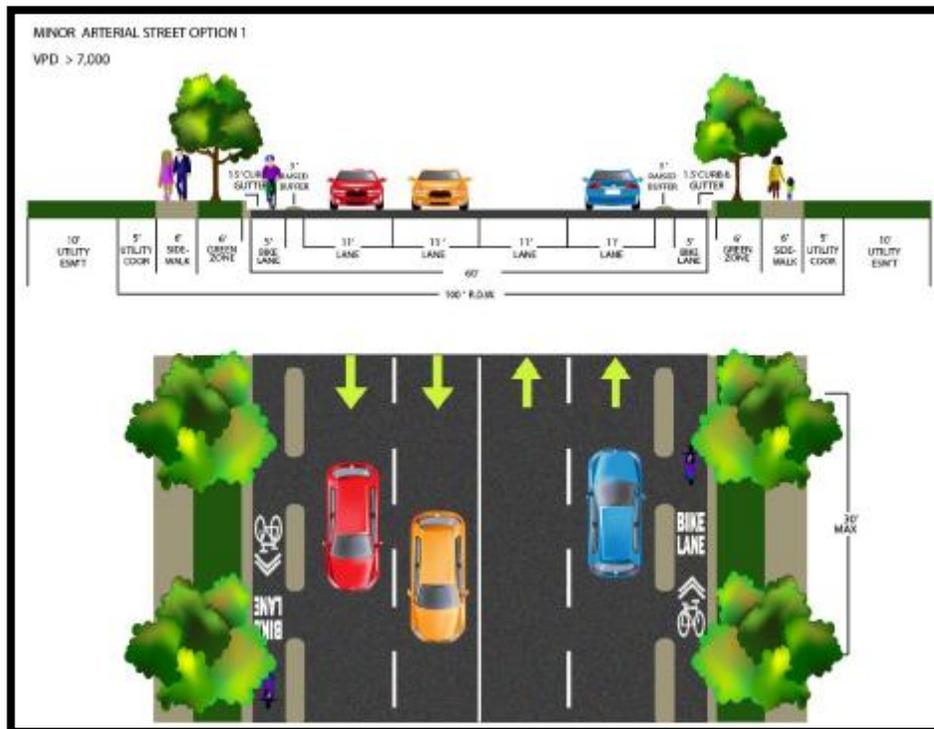
## Master Street Plan/Transportation

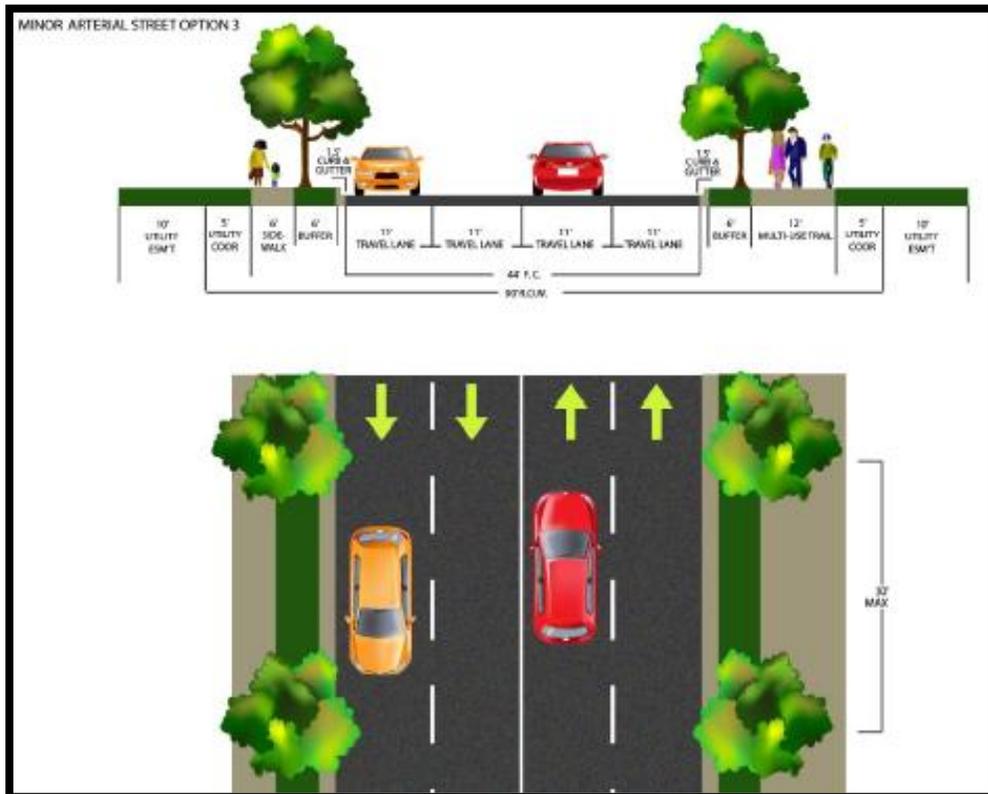
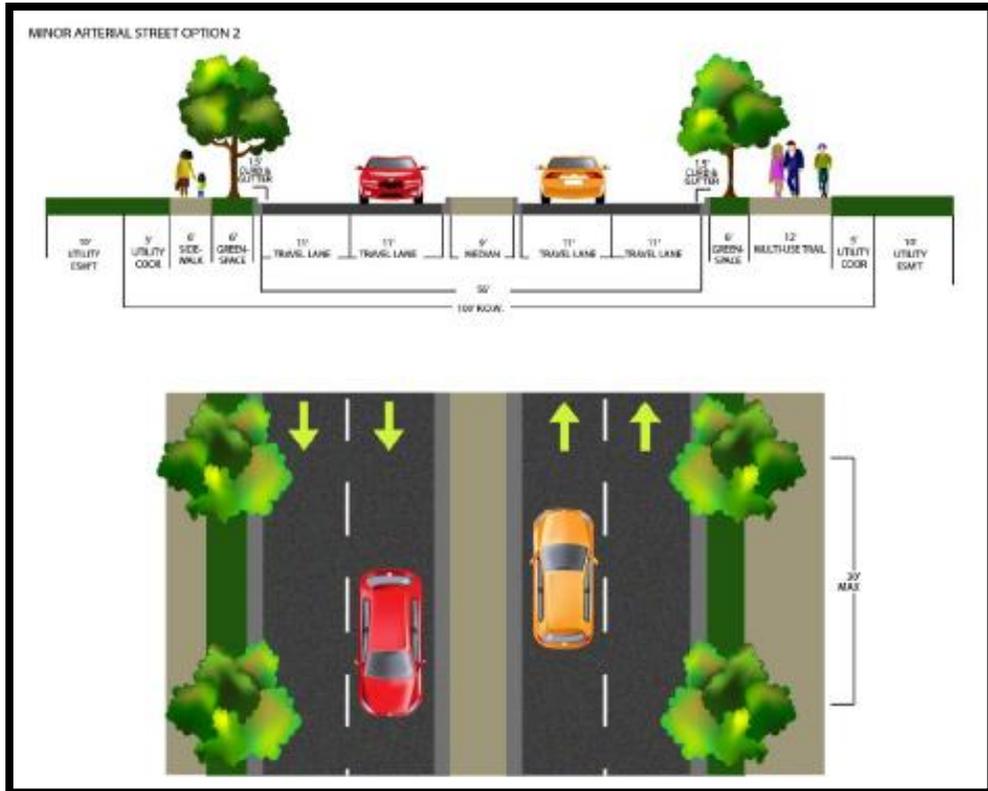
The subject property will be served by Industrial Drive. The Master Street Plan classifies this road as a Minor Arterial.

**Minor Arterials** function similarly to principal arterials, but operate under lower traffic volumes, serve trips of shorter distances, and provide a higher degree of property access than principal arterials.

**FUNCTION:** Minor Arterials provide the connections to and through an urban area. Their primary function is to provide short distance travel within the urbanized area. Since a Minor Arterial is a high volume road, a minimum of 4 travel lanes is required. At intersections with Collector Streets or other Arterials (principal or minor), additional right-of-way may be required if the anticipated turning movements warrant extra lanes.

**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).





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

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

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

## Staff Findings:

### Applicant's Purpose

The proposed area is currently classified as "R-1", single family medium density district. The applicant is applying for a rezoning to allow industrial use 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 I-2 as follows:

*I-2, general industrial district.* This district is intended for the more intensive industries and those manufacturing facilities making products from raw materials. Regulations are the minimum for mutual protection between industries. Rail service is typically necessary, as is adequate highway access.

### 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 25-09; a request to rezone property “R-1”, single family medium density district, to “I-2” general industrial 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 25-09 on the floor for consideration of recommendation by MAPC to the City Council with the noted conditions, and we, the MAPC find that to rezone property from “R-1”, single family medium density district, to “I-2” general industrial 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 JUNE 10, 2025**  
\*\*\*\*\*

**RZ-25-09      Rezoning: 4700 Industrial Drive**

McAlister Engineering is seeking a rezoning on behalf of Dale Koehn for 4.9 acres located at 4700 Industrial Drive. The current zoning is R-1, single family medium density district and the requested zoning is 1-2, general industrial district.

Lonnie Roberts (Chair): Do we have the proponent for this item?

Megan McAlister (Proponent): Megan McAlister with McAlister Engineering on behalf of Koehn Contracting.

Dale Koehn (Owner): And I'm Dale Koehn the owner.

Lonnie Roberts: City Planner do you have staff comments on this?

Derrel Smith (City Planner): Yes, sir we do. If you look at the approval criteria you'll notice that they're not all green check marks but the reason for that is, because even though that area is kind of industrial already, there is no sewer service to the area. So, when they did the last land use plan they just left that as a rural area because you couldn't get sewer to it at the time. This lot doesn't need sewer. So, it does fit with the area and we are going to recommend approval with the following guidelines, 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: Alright, with this being a rezoning request is there anyone here from the public who would like to add comments or ask questions regarding this rezoning? If not, I'll open up for commissioner questions or comments.

Paul Ford (Commission): What was your comment about the sewer? That it has sewer now or it doesn't?

Derrel Smith: It still does not, but this lot shouldn't need sewer as large as it is. It can operate on septic.

Paul Ford: I assume it's on septic now.

Derrel Smith: I'm sure it is.

Paul Ford: But with 5 acres it should be perked easy, depending on what's going to be used for there and their water use needs.

Derrel Smith: It shouldn't be a huge water usage. From what I understand it's not going to be a big water user.

Lonnie Roberts: Monroe you had a question?

Monroe Pointer (Commission): Yeah, so you said that's the only one in this area. Because it looks like everything on here is already.

Derrel Smith: No, it's the only one that's zoned I-2 but there's industrial uses going on in the area right now. City Water and Light has property in the area. I think they've got some kind of plan out in that area. Across the street there's more of an industrial use but they're all R-1, I mean they've probably been there forever and so they're considered a legal non-conforming use until they try to make a change.

Monroe Pointer: They would have to go through the same process?

Derrel Smith: They would have to go through the same process yes.

Lonnie Roberts: Any other questions? Commissioners?

**COMMISSION ACTION:**

Mr. Paul Ford made a motion to approve Case RZ: 25-09, 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 Jimmy Cooper.

**Roll Call Vote:**

Aye: 7 – Paul Ford, Stephanie Nelson, Jeff Steiling, Kevin Bailey, Monroe Pointer, Jimmy Cooper & Dennis Zolper

Nay: 0

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# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: ORD-25:021

**Agenda Date:** 6/17/2025

**Version:** 1

**Status:** First Reading

**In Control:** City Council

**File Type:** Ordinance

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2025 FOR THE PURPOSE OF FINANCING VARIOUS CAPITAL IMPROVEMENTS; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, the City Council of the City of Jonesboro, Arkansas (the "City") has determined that the City is in need of various capital improvements, including particularly, without limitation, street improvements, park trail connection improvements and the E911 Dispatch and Safety Center (collectively, the "Improvements"); and

WHEREAS, the City can finance all or a portion of the costs of the Improvements by the issuance of Capital Improvement Revenue Bonds, Series 2025 in the aggregate principal amount of \$\_\_\_\_\_ (the "bonds"); and

WHEREAS, the City Council, pursuant to Resolution No. 24:114, adopted September 17, 2024 (the "Resolution"), authorized the offering of the bonds; and

WHEREAS, a public hearing on the issuance of the bonds was held before the City Council on May 20, 2025, following publication of notice of such hearing in The Jonesboro Sun on May 9, 2025; and

WHEREAS, with the assistance of Crews & Associates, Inc., as financial advisor, the City has made arrangements for the sale of the bonds to Stephens Inc. (the "Purchaser") at a price of \$\_\_\_\_\_ (principal amount \_\_\_\_\_ \$\_\_\_\_\_ of net original issue \_\_\_\_\_ and less \$\_\_\_\_\_ of underwriter's discount) (the "Purchase Price") pursuant to a Bond Purchase Agreement (the "Purchase Agreement") which has been presented to and is before this meeting; and

WHEREAS, the Preliminary Official Statement, dated June 10, 2025, offering the bonds for sale (the "Preliminary Official Statement") has been presented to and is before this meeting; and

WHEREAS, the Continuing Disclosure Agreement between the City and First Security Bank, Searcy, Arkansas (the "Disclosure Agreement"), providing for the ongoing disclosure obligations of the City with respect to the bonds, has been presented to and is before this meeting; and

WHEREAS, Assured Guaranty Inc., a Maryland corporation (together with any successor thereto or assignee thereof, the "Insurer") will issue a municipal bond insurance policy (the "Insurance Policy") guaranteeing the scheduled payment of principal of and interest on the bonds when due; and

WHEREAS, the Insurer will also issue a municipal bond debt service reserve insurance policy (the "Reserve Policy") in order to provide a debt service reserve for the bonds; and

WHEREAS, the Insurance Agreement between the City and the Insurer with respect to the Reserve Policy (the "Insurance Agreement") has been presented to and is before this meeting;

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

Section 1. The Improvements shall be accomplished. The Mayor and City Clerk are hereby authorized to take, or cause to be taken, all action necessary to accomplish the Improvements and to execute all required contracts.

Section 2. The offer of the Purchaser for the purchase of the bonds from the City at the Purchase Price is hereby accepted, and the Purchase Agreement, in substantially the form submitted to this meeting, is approved and the bonds are hereby sold to the Purchaser. The Mayor is hereby authorized and directed to execute and deliver the Purchase Agreement on behalf of the City and to take all action required on the part of the City to fulfill its obligations under the Purchase Agreement.

Section 3. The Preliminary Official Statement is hereby approved and the previous use of the Preliminary Official Statement by the Purchaser in connection with the sale of the bonds is hereby in all respects approved and confirmed, and the Mayor is hereby authorized and directed, for and on behalf of the City, to execute the Preliminary Official Statement and the final Official Statement in the name of the City for use in connection with the sale of the bonds as set forth in the Purchase Agreement.

Section 4. Under the authority of the Constitution and laws of the State of Arkansas (the "State"), including particularly Title 14, Chapter 164, Subchapter 4 of the Arkansas Code of 1987 Annotated, City of Jonesboro, Arkansas Capital Improvement Revenue Bonds, Series 2025 are hereby authorized and ordered issued in the aggregate principal amount of \$\_\_\_\_\_ for the purpose of financing all or a portion of the costs of the Improvements, providing a debt service reserve and paying necessary expenses of issuing and insuring the bonds. The bonds shall mature on August 1 in the years and in the amounts and shall bear interest as follows:

Year (August 1)	Principal Amount	Interest Rate
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The bonds shall be dated as of their date of delivery and shall be issuable only as fully registered bonds without coupons in the denomination of \$5,000 or any integral multiple thereof. Unless the City shall otherwise direct, the bonds shall be numbered from 1 upward in order of issuance. Each bond shall have a CUSIP number.

The bonds shall be registered initially in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), which shall be considered to be the registered owner of the bonds for all purposes under this Ordinance, including, without limitation, payment by the City of principal of, redemption price, premium, if any, and interest on the bonds, and receipt of notices and exercise of rights of registered owners. There shall be one certificated, typewritten bond for each stated maturity date which shall be immobilized in the custody of, or on behalf of, DTC with the beneficial owners having no right to receive the bonds in the form of physical securities or certificates. DTC and its participants shall be responsible for maintenance of records of the ownership of beneficial interests in the bonds by book-entry on the system maintained and operated by DTC and its participants, and transfers of ownership of beneficial interests shall be made only by DTC and its participants, by book-entry, the City having no responsibility therefor. DTC is expected to maintain records of the positions of participants in the bonds, and the participants and persons acting through participants are expected to maintain records of the purchasers of beneficial interests in the bonds. The bonds as such shall not be transferable or exchangeable, except for transfer to another securities depository or to another nominee of a securities depository, without further action by the City.

If any securities depository determines not to continue to act as a securities depository for the bonds for use in a book-entry system, the City may establish a securities depository/book-entry system

relationship with another securities depository. If the City does not or is unable to do so, or upon request of the beneficial owners of all outstanding bonds, the City and the Trustee (hereinafter defined), after the Trustee has made provision for notification of the beneficial owners by the then securities depository, shall permit withdrawal of the bonds from the securities depository, and authenticate and deliver bond certificates in fully registered form (in denominations of \$5,000 or integral multiples thereof) to the assigns of the securities depository or its nominee, all at the cost and expense (including costs of printing definitive bonds) of the City, if the City fails to maintain a securities depository/book-entry system, or of the beneficial owners, if they request termination of the system.

Prior to issuance of the bonds, the City shall have executed and delivered to DTC a written agreement (the "Representation Letter") setting forth (or incorporating therein by reference) certain undertakings and responsibilities of the City with respect to the bonds so long as the bonds or a portion thereof are registered in the name of Cede & Co. (or a substitute nominee) and held by DTC. Notwithstanding such execution and delivery of the Representation Letter, the terms thereof shall not in any way limit the provisions of this Section or in any other way impose upon the City any obligation whatsoever with respect to persons having interests in the bonds other than the registered owners, as shown on the registration books kept by the Trustee. The Trustee shall take all action necessary for all representations of the City in the Representation Letter with respect to the Trustee to at all times be complied with.

The authorized officers of the Trustee and the City shall do or perform such acts and execute all such certificates, documents and other instruments as they or any of them deem necessary or advisable to facilitate the efficient use of a securities depository for all or any portion of the bonds; provided that neither the Trustee nor the City may assume any obligations to such securities depository or beneficial owners of bonds that are inconsistent with their obligations to any registered owner under this Ordinance.

Interest on the bonds shall be payable on February 1, 2026, and semiannually thereafter on February 1 and August 1 of each year. Payment of each installment of interest shall be made to the person in whose name the bond is registered on the registration books of the City maintained by First Security Bank, Searcy, Arkansas, as Trustee and Paying Agent (the "Trustee"), at the close of business on the fifteenth day of the month (whether or not a business day) next preceding each interest payment date (the "Record Date"), irrespective of any transfer or exchange of any such bond subsequent to such Record Date and prior to such interest payment date.

Each bond shall bear interest from the payment date next preceding the date on which it is authenticated unless it is authenticated on an interest payment date, in which event it shall bear interest from such date, or unless it is authenticated prior to the first interest payment date, in which event it shall bear interest from its date of delivery, or unless it is authenticated during the period from the Record Date to the next interest payment date, in which case it shall bear interest from such interest payment date, or unless at the time of authentication thereof interest is in default thereon, in which event it shall bear interest from the date to which interest has been paid.

Only such bonds as shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in Exhibit A (the "Certificate") duly executed by the Trustee shall be entitled to any right or benefit under this Ordinance. No bond shall be valid and obligatory for any purpose unless and until the Certificate shall have been duly executed by the Trustee, and the Certificate upon any such bond shall be conclusive evidence that such bond has been authenticated and delivered under this Ordinance. The Certificate on any bond shall be deemed to have been executed if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the Certificate on all of the bonds.

In case any bond shall become mutilated or be destroyed or lost, the City shall, if not then prohibited by law, cause to be executed and the Trustee may authenticate and deliver a new bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated bond, or in lieu of and in substitution for such bond destroyed or lost, upon the owner paying the reasonable expenses and charges of the City and Trustee in connection therewith, and, in the case of a bond destroyed or lost, his filing with the Trustee evidence satisfactory to it that such bond was destroyed or lost, and of his ownership thereof, and furnishing the City and Trustee with indemnity satisfactory to

them. The Trustee is hereby authorized to authenticate any such new bond. In the event any such bond shall have matured, instead of issuing a new bond, the City may pay the same without the surrender thereof. Upon the issuance of a new bond under this Section, the City may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Trustee) connected therewith.

The City shall cause books to be maintained for the registration and for the transfer of the bonds as provided herein and in the bonds. The Trustee shall act as the bond registrar. Each bond is transferable by the registered owner thereof or by his attorney duly authorized in writing at the principal office of the Trustee. Upon such transfer a new fully registered bond or bonds of the same maturity, of authorized denomination or denominations, for the same aggregate principal amount will be issued to the transferee in exchange therefor.

No charge shall be made to any owner of any bond for the privilege of transfer or exchange, but any owner of any bond requesting any such transfer or exchange shall pay any tax or other governmental charge required to be paid with respect thereto. Except as otherwise provided in the immediately preceding sentence, the cost of preparing each new bond upon each exchange or transfer and any other expenses of the City or the Trustee incurred in connection therewith shall be paid by the City. The City shall not be required to transfer or exchange any bonds selected for redemption in whole or in part.

The person in whose name any bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal or premium, if any, or interest of any bond shall be made only to or upon the order of the registered owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such bond to the extent of the sum or sums so paid.

In any case where the date of maturity of interest on or principal of the bonds or the date fixed for redemption of any bonds shall be a Saturday or Sunday or shall be in the State a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal (and premium, if any) need not be made on such date but may be made on the next succeeding business day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after the date of maturity or date fixed for redemption.

Section 5. The bonds shall be executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk and shall have impressed or imprinted thereon the seal of the City. The bonds, together with interest thereon, are secured solely by the Pledged Revenues. The Pledged Revenues are hereby pledged and mortgaged for the equal and ratable payment of the bonds. This pledge in favor of the bonds is hereby irrevocably made according to the terms of this Ordinance, and the City and its officers and employees shall execute, perform and carry out the terms thereof in strict conformity with the provisions of this Ordinance.

The "Pledged Revenues" are a special revenue source and are defined to mean all revenues received by the City from the franchise fees charged to public utilities. The Pledged Revenues shall not be deemed to be general revenues of the City and shall be deposited into a special fund hereinafter created. The bonds and interest thereon shall not constitute an indebtedness of the City within any constitutional or statutory limitation. The bonds shall never give rise to a charge against the City's general credit or taxing power and no funds derived from the City's taxes are pledged to pay the bonds. Nothing herein shall require the City to pay the principal of and interest on the bonds from sources other than the Pledged Revenues, but nothing herein shall prohibit the City from doing so.

Payment of the scheduled principal of and interest on the bonds when due (by stated maturity or by scheduled mandatory redemption) is guaranteed by the Insurer, pursuant to the Insurance Policy, as set forth in the Insurance Policy.

Section 6. The bonds shall be in substantially the form attached as Exhibit A and the Mayor and City Clerk are hereby expressly authorized and directed to make all recitals contained therein.

Section 7. (a) The City agrees to continuously charge franchise fees to all public utilities occupying the streets, highways, rights-of-way and other public places while the bonds are outstanding.

(b) The franchise fees currently charged to public utilities are hereby ratified, confirmed and continued and such fees shall never be reduced while the bonds are outstanding unless the City receives an opinion of a certified public accountant not in the regular employ of the City ("Accountant") to the effect that Pledged Revenues for the preceding fiscal year (based on the cash basis of accounting), assuming such reduction had been in effect for the entire year, would have equaled not less than 125% of the maximum annual debt service on all obligations of the City to which Pledged Revenues are pledged.

(c) The franchise fees currently collected from the public utilities are sufficient to pay the principal of and interest on the bonds when due and the City agrees that the percentage rate of each franchise fee currently collected by the City from public utilities will not be increased solely for the purpose of providing funds to pay the principal of and interest on the bonds when due.

Section 8. The City Treasurer shall be the custodian of all Pledged Revenues. All Pledged Revenues shall at all times be accounted for separately and distinctly from other moneys of the City and shall be used and applied only as provided herein. Upon receipt by the City, the Pledged Revenues shall not be deposited into the General Fund but shall be deposited into a special fund of the City hereby created and designated as the "Franchise Fee Fund" (the "Franchise Fee Fund") in such depository or depositories for the City as may be lawfully designated by the City from time to time, provided that such depository or depositories shall hold membership in the Federal Deposit Insurance Corporation or any successor entity ("FDIC").

Section 9. There shall be transferred from the Franchise Fee Fund into a special fund hereby created with the Trustee and designated "2025 Capital Improvement Revenue Bond Fund" (the "Bond Fund"), the sums in the amounts and at the times described below for the purpose of providing funds for the payment of the principal of and interest on the bonds, with Trustee's fees and expenses and any arbitrage rebate.

There shall be paid into the Bond Fund, on or before the last business day of each month, commencing in August 2025, a sum equal to one-sixth (1/6) of the next installment of interest plus one-twelfth (1/12) of the next installment of principal on all outstanding bonds due at maturity or upon mandatory sinking fund redemption. The City shall also pay into the Bond Fund such additional sums as necessary to provide for the Trustee's fees and expenses and any arbitrage rebate due to be paid to the United States Treasury under Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code").

There is created, as a part of the Bond Fund, a Debt Service Reserve. The Reserve Policy, which shall be in an amount equal to one-half of the maximum annual principal and interest requirements on the bonds (based on a bond year ending August 1), shall be deposited into the Debt Service Reserve. There shall be no cash requirement for the Debt Service Reserve. The Debt Service Reserve shall only secure the bonds.

The City shall realize a credit against monthly deposits into the Bond Fund to the extent of interest earnings on moneys in the Bond Fund.

If for any reason there shall be a deficiency in the payments made into the Bond Fund so that there are unavailable sufficient moneys therein to pay the principal of and interest on the bonds as the same become due, the Debt Service Reserve shall be used to the extent necessary to pay such principal and interest.

If Pledged Revenues are insufficient to make the required payment by the last business day of the month into the Bond Fund, the amount of any such deficiency in the payment made shall be added to the amount otherwise required to be paid into the Bond Fund by the last business day of the next month.

When the moneys held in the Bond Fund shall be and remain sufficient to pay the principal of and interest on the bonds then outstanding, there shall be no further obligation to make further payments into the Bond Fund. All moneys in the Bond Fund shall be used solely for the purpose of paying the principal of and interest on the bonds, Trustee's fees and arbitrage rebate, except as hereinafter set forth.

The Trustee shall withdraw moneys from the Bond Fund from time to time as necessary for paying principal of and interest on the bonds when due at maturity or at redemption prior to maturity and for making other authorized Bond Fund expenditures.

The prior written consent of the Insurer shall be a condition precedent to the deposit of any credit instrument provided in substitution of the Reserve Policy or in lieu of a cash deposit into the Debt Service Reserve. Notwithstanding anything to the contrary set forth in this Ordinance, amounts on deposit in the Debt Service Reserve shall be applied solely to the payment of debt service due on the bonds.

Section 10. Any surplus in the Franchise Fee Fund, after making the monthly deposit into the Bond Fund, may be withdrawn from the Franchise Fee Fund and used, at the option of the City, for other lawful municipal purposes; provided, however, that if the City receives Pledged Revenues only on a quarterly or annual basis, there shall always remain in the Franchise Fee Fund an amount sufficient to make the required payments into the Bond Fund until the next Pledged Revenues are to be received.

Section 11. So long as any of the bonds are outstanding, the City shall not issue or attempt to issue any bonds or obligations claimed to be entitled to a priority of lien on the Pledged Revenues over the lien securing the bonds. The City reserves the right to issue additional bonds to finance or pay the cost of constructing any additional capital improvements or to refund bonds issued for such purpose, but the City shall not authorize or issue any such additional bonds ranking on a parity with the outstanding bonds unless and until there have been procured and filed with the City Clerk and the Trustee a certificate signed by the Mayor and Finance Director (or City Treasurer if the position of Finance Director does not exist) stating that the Pledged Revenues for the fiscal year immediately preceding the fiscal year in which it is proposed to issue such additional bonds (based on the cash basis of accounting) were equal to not less than 125% of the maximum annual principal and interest requirements on all the then outstanding obligations secured by Pledged Revenues and the additional bonds then proposed to be issued. In making the computation, the City may treat any increase in franchise fees enacted subsequent to the first day of such preceding year as having been in effect throughout that year and may include in Pledged Revenues for such year the amount that would have been received had the increase been in effect throughout such year.

The additional bonds, the issuance of which is restricted and conditioned by this Section, shall be understood to mean bonds secured by Pledged Revenues ranking on a parity of security with the bonds and not bonds secured by Pledged Revenues subordinate in security to the bonds and such bonds may be issued without complying with the terms and conditions hereof.

Notwithstanding the above, additional bonds may not be issued (i) if an event of default (or any event which, once all notice or grace periods have passed, would constitute an event of default) exists under this Ordinance unless such default shall be cured upon such issuance and (ii) unless the Debt Service Reserve is fully funded at the required amount upon the issuance of such additional bonds, in either case unless otherwise permitted by the Insurer.

Section 12. The bonds shall be subject to redemption prior to maturity in accordance with the terms set out in the bond form in Exhibit A. The City covenants and agrees to cause to be paid into the Bond Fund sufficient funds to redeem bonds subject to mandatory sinking fund redemption in the amounts and on the dates set forth in the bonds. Therefore, in calculating the monthly payments to be deposited into the Bond Fund, the term "next installment of principal" shall include the principal of the bonds maturing on the next principal payment date and the principal of the bonds which will be redeemed in accordance with the mandatory sinking fund redemption provisions of the bonds on the next interest payment date scheduled for such redemption.

Upon the redemption of the bonds from proceeds not needed for the intended purposes, the selection of such bonds to be redeemed shall be subject to the approval of the Insurer.

Section 13. The City shall cause proper books of accounts and records to be kept (separate from all other records and accounts) in which complete and correct entries shall be made of all transactions relating to the Pledged Revenues, and such books shall be available for inspection by the Trustee and/or any bondholder at reasonable times and under reasonable circumstances. The City agrees to have its financial statements audited by the Joint Legislative Auditing Committee, Division of Legislative Audit of the State of Arkansas, or, at the option of the City, an Accountant, and a copy of the audit shall be delivered to the Trustee and any bondholder requesting the same in writing within 30 days after it is received by the City.

Section 14. Any bond shall be deemed to be paid within the meaning of this Ordinance when payment of the principal of and interest on such bond (whether at maturity or upon redemption as provided herein, or otherwise), either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee, in trust and irrevocably set aside exclusively for such payment, (1) cash fully insured by the FDIC and/or fully collateralized with direct obligations of the United States of America ("Investment Securities") sufficient to make such payment and/or (2) Investment Securities (provided that such deposit will not affect the tax exempt status of the interest on any of the bonds or cause any of the bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code), maturing as to principal and interest in such amounts and at such times as will provide sufficient moneys to make such payment, and all necessary and proper fees, compensation and expenses of the Trustee pertaining to the bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee.

On the payment of any bonds within the meaning of this Ordinance, the Trustee shall hold in trust, for the benefit of the owners of such bonds, all such moneys and/or Investment Securities.

When all the bonds shall have been paid within the meaning of this Ordinance, if any arbitrage rebate due the United States Treasury under Section 148(f) of the Code has been paid or provided for to the satisfaction of the Trustee, if the Trustee has been paid its fees and expenses and if all amounts due the Insurer have been paid, the Trustee shall take all appropriate action to cause (i) the pledge and lien of this Ordinance to be discharged and canceled, and (ii) all moneys held by it pursuant to this Ordinance and which are not required for the payment of such bonds to be paid over or delivered to or at the direction of the City. In determining the sufficiency of the deposit of Investment Securities there shall be considered the principal amount of such Investment Securities and interest to be earned thereon until the maturity of such Investment Securities.

To accomplish defeasance of all or any portion of the bonds (the "Defeased Bonds"), the City shall cause to be delivered to the Insurer, unless waived by the Insurer, (i) other than with respect to a current refunding that is gross funded, a report of either a nationally-recognized verification agent or a firm of independent, nationally-recognized certified public accountants as shall be acceptable to the Insurer verifying the sufficiency of the escrow established to pay the Defeased Bonds in full on the maturity or redemption date ("Verification"), (ii) an escrow deposit agreement or other irrevocable written instructions (which shall be acceptable in form and substance to the Insurer), (iii) an opinion of nationally recognized bond counsel to the effect that the Defeased Bonds are no longer outstanding under this Ordinance, and (iv) a certificate of discharge of the Trustee with respect to the Defeased Bonds. Each defeasance opinion shall be acceptable in form and substance, and addressed, to the City, the Trustee and the Insurer. Each Verification shall be acceptable in form and substance to the City, the Trustee and the Insurer and addressed to the City and the Trustee. In addition, unless waived by the Insurer, each Verification shall either be addressed to the Insurer or shall include a statement to the effect that such Verification may be relied upon by the Insurer. The Insurer shall be provided with final drafts of the above-referenced documentation not less than five business days prior to the funding of the escrow.

Bonds shall be deemed to be outstanding under this Ordinance unless and until they are in fact paid and retired or the above criteria are met or, in the case of clauses (i) through (iv) above, waived by the Insurer.

Section 15. (a) Subject to the provisions of (h) below, if there be any default in the payment of the principal of or interest on any of the bonds, or if the City defaults in any Bond Fund requirement or in the performance of any of the other covenants contained in this Ordinance, the Trustee may, and upon the written request of (1) the Insurer or (2) with the consent of the Insurer, the registered owners of not less than 10% in principal amount of the then outstanding bonds, shall, by proper suit, compel the performance of the duties of the officials of the City under the laws of the State.

(b) No registered owner of any of the outstanding bonds shall have any right to institute any suit, action, mandamus or other proceeding in equity or at law for the protection or enforcement of any power or right unless such (1) owner or the Trustee shall have given written notice of such default to the Insurer and (2) such owner previously shall have given to the Trustee written notice of the default on account of which such suit, action or proceeding is to be taken, and unless the registered owners of not less than 10% in principal amount of the bonds then outstanding shall have made written request of the Trustee after the right to exercise such power or right of action, as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers granted to the Trustee, or to institute such action, suit or proceeding in its name, and unless, also, there shall have been offered to the Trustee reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby and the Trustee shall have refused or neglected to comply with such request within a reasonable time. Such notification, request and offer of indemnity are, at the option of the Trustee, conditions precedent to the execution of any remedy. No one or more registered owners of the bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Ordinance, or to enforce any right hereunder except in the manner herein described. All proceedings at law or in equity shall be instituted, had and maintained in the manner herein described and for the benefit of all registered owners of the outstanding bonds.

(c) No remedy conferred upon or reserved to the Trustee, to the Insurer or to the registered owners of the bonds is intended to be exclusive of any other remedy or remedies, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Ordinance or by law.

(d) With the prior written consent of the Insurer, the Trustee may, and with the prior written consent of the Insurer and upon the written request of the registered owners of not less than 50% in principal amount of the bonds then outstanding shall, waive any default which shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted under the provisions of this Ordinance or before the completion of the enforcement of any other remedy, but no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

(e) All rights of action under this Ordinance or under any of the bonds, enforceable by the Trustee, may be enforced by it without the possession of any of the bonds, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name for the benefit of all the registered owners of such bonds, subject to the provisions of this Ordinance.

(f) No delay or omission of the Trustee, the Insurer or any registered owners of the bonds to exercise any right or power accrued upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Ordinance to the Trustee, to the Insurer and to the registered owners of the bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

(g) In any proceeding to enforce the provisions of this Ordinance any plaintiff bondholder shall be entitled to recover from the City all costs of such proceeding, including reasonable attorneys' fees.

(h) Notwithstanding the above, the Insurer shall be deemed to be the sole owner of the bonds for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other

action that the owners of the bonds are entitled to take pursuant to this Section 15 and Section 20 of this Ordinance. In furtherance thereof and as a term of this Ordinance and each bond, each owner of the bonds appoints the Insurer as its agent and attorney-in-fact with respect to the bonds and agrees that the Insurer may at any time during the continuation of any proceeding by or against the City under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding") direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a "Claim"), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, each owner of the bonds delegates and assigns to the Insurer, to the fullest extent permitted by law, the rights of each owner of the bonds in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding. The Trustee acknowledges such appointment, delegation and assignment by each owner of the bonds for the Insurer's benefit, and agrees to cooperate with the Insurer in taking any action reasonably necessary or appropriate in connection with such appointment, delegation and assignment. Remedies granted to the owners of the bonds shall include mandamus.

Section 16. (a) The terms of this Ordinance shall constitute a contract between the City and the registered owners of the bonds and no variation or change in the undertaking herein set forth shall be made while any of the bonds are outstanding, except as hereinafter set forth in subsections (b) and (c). The Insurer shall be a third party beneficiary under this Ordinance.

(b) The Trustee, with the prior written consent of the Insurer, may consent to any variation or change in this Ordinance that the Trustee determines is not to the material prejudice of the owners of the bonds or to cure any ambiguity, formal defect or omission in this Ordinance or any amendment hereto without the consent of the owners of the outstanding bonds.

(c) The Insurer and the owners of not less than 75% in aggregate principal amount of the bonds then outstanding shall have the right, from time to time, anything contained in this Ordinance to the contrary notwithstanding, to consent to and approve the adoption by the City of such ordinance supplemental hereto as shall be necessary or desirable for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Ordinance or in any supplemental ordinance; provided, however, that nothing contained in this Section shall permit or be construed as permitting (a) an extension of the maturity of the principal of or the interest on any bond, or (b) a reduction in the principal amount of any bond or the rate of interest thereon, or (c) the creation of a lien or pledge superior to the lien and pledge created by this Ordinance, or (d) a privilege or priority of any bond or bonds over any other bond or bonds, or (e) a reduction in the aggregate principal amount of the bonds required for consent to such supplemental ordinance.

Section 17. When the bonds have been executed, they shall be authenticated by the Trustee and the Trustee shall deliver the bonds to or at the direction of the Purchaser upon payment of the Purchase Price, a portion of which shall be paid directly to the Insurer in payment of the rating agency fee and the premiums due the Insurer for the Insurance Policy and the Reserve Policy. The amount necessary to pay the expenses of issuing the bonds shall be paid. The remainder of the Purchase Price shall be deposited into a special account in the name of the City established with the Trustee and designated "2025 Improvement Fund" (the "Improvement Fund"). The moneys in the Improvement Fund shall be disbursed solely in payment of the costs of accomplishing the Improvements, paying necessary expenses incidental thereto and paying expenses of issuing the bonds. Disbursements shall be on the basis of requisitions which shall contain at least the following information: the person to whom payment is being made; the amount of the payment; and the purpose by general classification of the payment. Each requisition must be signed by the Mayor and the Finance Director. The Trustee shall keep accurate records of all payments made on the basis of requisitions.

When the Improvements have been completed and all required expenses paid and expenditures made from the Improvement Fund for and in connection with the accomplishment of the Improvements and

the financing thereof, this fact shall, if moneys remain in the Improvement Fund, be evidenced by a certificate signed by the Mayor, which certificate shall state, among other things, the date of the completion and that all obligations payable from the Improvement Fund have been discharged. A copy of the certificate shall be filed with the Trustee, and upon receipt thereof the Trustee shall transfer any remaining balance to the Bond Fund for the purpose of redeeming the bonds.

Unless the Insurer otherwise directs, upon the occurrence of an event of default or an event which with notice or lapse of time would constitute an event of default, amounts on deposit in the Improvement Fund shall not be disbursed, but shall instead be applied to the payment of debt service or redemption price of the bonds.

Section 18. (a) Moneys held for the credit of the Bond Fund shall be continuously invested and reinvested by the Trustee, at the direction of the City or in the discretion of the Trustee in the absence of such direction, in Permitted Investments (as hereinafter defined), all of which shall mature, or which shall be subject to redemption by the holder thereof, at the option of such holder, not later than the payment date for interest or principal and interest.

(b) Moneys held for the credit of the Franchise Fee Fund may be continuously invested and reinvested in Permitted Investments or other investments as may, from time to time, be permitted by law, which shall mature, or which shall be subject to redemption by the holder thereof, at the option of such holder, not later than the date or dates when the moneys will be required for the purposes intended.

(c) Moneys held for the credit of the Improvement Fund shall be continuously invested and reinvested by the Trustee, at the direction of the City or in the discretion of the Trustee in the absence of such direction, in Permitted Investments or other investments as may, from time to time, be permitted by law, which shall mature, or which shall be subject to redemption by the holder thereof, at the option of such holder, not later than the date or dates when the moneys will be required for the purposes intended.

(d) Obligations so purchased as an investment of moneys in any fund shall be deemed at all times to be a part of such fund and the interest accruing thereon and any profit realized from such investments shall be credited to such fund, and any loss resulting from such investment shall be charged to such fund.

(e) "Permitted Investments" are defined as (i) direct or fully guaranteed obligations of the United States of America ("Government Securities"), (ii) direct obligations of an agency, instrumentality or government-sponsored enterprise created by an act of the United States Congress and authorized to issue securities or evidences of indebtedness, regardless of whether the securities or evidences of indebtedness are guaranteed for repayment by the United States Government, (iii) certificates of deposit or demand deposits of banks, including the Trustee, which are insured by the FDIC or, if in excess of insurance coverage, collateralized by Government Securities or other securities authorized by State law to secure public funds or (iv) money market funds invested exclusively in Government Securities and the obligations described in (ii) above.

Section 19. (a) The City covenants that it shall not take any action or suffer or permit any action to be taken or conditions to exist which causes or may cause the interest payable on the bonds to be included in gross income for federal income tax purposes. Without limiting the generality of the foregoing, the City covenants that the proceeds of the sale of the bonds and the Pledged Revenues will not be used directly or indirectly in such manner as to cause the bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Code.

(b) The City represents that it has not used or permitted the use of, and covenants that it will not use or permit the use of the Improvements or the proceeds of the bonds in such manner as to cause the bonds to be "private activity bonds" within the meaning of Section 141 of the Code.

(c) The City covenants that it will take no action which would cause the bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code. Nothing in this Section shall prohibit

investments in bonds issued by the United States Treasury.

(d) The City covenants that it will submit to the Secretary of the Treasury of the United States, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the bonds are issued, a statement required by Section 149(e) of the Code.

(e) The City covenants that it will not reimburse itself from proceeds of the bonds for costs paid prior to the date the bonds are issued except in compliance with United States Treasury Regulation §1.150-2 (the "Regulation"). The Resolution shall be considered an "official intent" for the purpose of the Regulation.

(f) The City covenants that all documents and records related to the bonds and the Improvements will be retained for the life of the bonds plus an additional three (3) years.

(g) The City covenants that it will, in compliance with the requirements of Section 148(f) of the Code, pay to the United States Government in accordance with the requirements of Section 148(f) of the Code, from time to time, an amount equal to the sum of (1) the excess of (A) the amount earned on all Non-purpose Investments (as therein defined) attributable to the bonds, other than investments attributable to such excess over (B) the amount which would have been earned if such Non-purpose Investments attributable to the bonds were invested at a rate equal to the Yield (as defined in the Code) on the bonds, plus (2) any income attributable to the excess described in (1), subject to the exceptions set forth in Section 148 of the Code. The City further covenants that in order to assure compliance with its covenants herein, it will employ a qualified consultant to advise the City in making the determination required to comply with this subsection.

Section 20. (a) The Trustee shall only be responsible for the exercise of good faith and reasonable prudence in the execution of its trust. The recitals in this Ordinance and in the face of the bonds are the recitals of the City and not of the Trustee. The Trustee shall not be required to take any action as Trustee unless it shall have been requested to do so in writing by the Insurer or by the registered owners of not less than 10% in principal amount of the bonds then outstanding and shall have been offered reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby. The Trustee may resign at any time by giving 60 days' notice in writing to the City Clerk, to the Insurer and to the registered owners of the bonds. The Insurer, the majority in value of the registered owners of the outstanding bonds, or the City, so long as it is not in default hereunder, in each case with the consent of the Insurer, at any time, with or without cause, may remove the Trustee. In the event of a vacancy in the office of Trustee, either by resignation or by removal, the City shall forthwith designate a new Trustee by a written instrument filed in the office of the City Clerk and with the Insurer. The original Trustee and any successor Trustee shall file a written acceptance and agreement to execute the trust imposed upon it or them by this Ordinance, but only upon the terms and conditions set forth in this Ordinance and subject to the provisions of this Ordinance, to all of which the respective registered owners of the bonds agree. Such written acceptance shall be filed with the City Clerk and a copy thereof shall be placed in the bond transcript. Any successor Trustee shall have all the powers herein granted to the original Trustee.

(b) Every successor Trustee appointed pursuant to this Section shall be a trust company or bank in good standing, duly authorized to exercise trust powers and subject to examination by federal or state authority, having a reported capital and surplus of not less than \$10,000,000.

(c) Any resignation by the Trustee shall not be effective until the appointment of a successor Trustee under this Section.

Section 21. Notwithstanding any provision of this Ordinance to the contrary:

(a) The Trustee shall ascertain the necessity for a claim under the Reserve Policy in accordance with subsection (b) below and provide notice to the Insurer in accordance with the terms of the Reserve Policy at least five (5) business days prior to each date upon which principal or interest is due on the bonds. The Trustee shall also give notice to the Insurer of a failure of the City to make a timely payment

into the Bond Fund within two business days of the date such payment was due.

(b) The City shall repay any draws under the Reserve Policy and shall pay interest thereon from the date of payment by the Insurer at the Late Payment Rate. For purposes of this Section 21, "Late Payment Rate" means the lesser of (x) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, as its prime or base lending rate ("Prime Rate") (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank) plus 5%, and (ii) the then applicable highest rate of interest on the bonds and (y) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event JPMorgan Chase Bank ceases to announce its Prime Rate publicly, the Prime Rate shall be the publicly announced prime or base lending rate of such national bank as the Insurer shall specify. If the interest provision of this subsection (b) shall result in an effective rate of interest which, for any period, exceeds the limit of the usury or any other laws applicable to the indebtedness created herein, then all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice between or by the City and the Insurer, be applied as additional interest for any later periods of time when amounts are outstanding hereunder to the extent that interest otherwise due hereunder for such periods plus such additional interest would not exceed the limit of the usury or such other laws, and any excess shall be applied upon principal immediately upon receipt of such moneys by the Insurer, with the same force and effect as if the City had specifically designated such extra sums to be so applied and the Insurer had agreed to accept such extra payment(s) as additional interest for such later periods. In no event shall any agreed-to or actual exaction as consideration for the indebtedness created herein exceed the limits imposed or provided by the law applicable to this transaction for the use or detention of money or for forbearance in seeking its collection.

Repayment of draws and accrued interest thereon at the Late Payment Rate and payment of reasonable expenses incurred by the Insurer (collectively, "Policy Costs") shall commence in the first month following each draw, and each such monthly payment shall be in an amount at least equal to 1/12 of the aggregate of Policy Costs related to such draw.

Amounts in respect of Policy Costs paid to the Insurer shall be credited first to interest due, then to the expenses due and then to principal due. As and to the extent that payments are made to the Insurer on account of principal due, the coverage under the Reserve Policy will be increased by a like amount, subject to the terms of the Reserve Policy. The obligations of the City to pay Policy Costs shall be secured by a valid lien on the Pledged Revenues and other collateral pledged as security for the bonds and any additional parity bonds issued under Section 11 hereof (excluding from such collateral any debt service reserves for the additional parity bonds issued under Section 11 hereof and excluding any collateral specific to each issue of additional parity bonds issued under Section 11 hereof), which payment obligations are subordinate in priority of payment to the payment of debt service due on the bonds and any additional parity bonds issued under Section 11 hereof.

All cash and investments in the Debt Service Reserve, if any, shall be transferred to the Bond Fund for payment of debt service on the bonds before any drawing may be made on the Reserve Policy or any other credit facility credited to the Debt Service Reserve in lieu of cash ("Credit Facility"). Payment of any Policy Costs shall be made prior to replenishment of any such cash amounts. Draws on all Credit Facilities (including the Reserve Policy) on which there is available coverage shall be made on a pro-rata basis (calculated by reference to the coverage then available thereunder) after applying any available cash and investments in the Debt Service Reserve. Payment of Policy Costs and reimbursement of amounts with respect to other Credit Facilities shall be made on a pro-rata basis prior to replenishment of any cash drawn from the Debt Service Reserve. For the avoidance of doubt, "available coverage" means the coverage then available for disbursement pursuant to the terms of the applicable alternative credit instrument without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provider to honor any such claim or draw.

(c) If the City shall fail to pay Policy Costs when due in accordance with the requirements above, the Insurer shall be entitled to exercise any and all legal and equitable remedies available to it, including

those provided under this Ordinance other than remedies which would adversely affect owners of the bonds.

(d) Notwithstanding any provision of this Ordinance to the contrary, this Ordinance shall not be discharged until all Policy Costs owing to the Insurer shall have been paid in full. The City's obligation to pay such amounts shall expressly survive payment in full of the bonds.

(e) The City shall include any Policy Costs then due and owing the Insurer in the calculations set forth in Section 7(b) and Section 11 hereof.

Section 22. Amounts paid by the Insurer under the Insurance Policy shall not be deemed paid for purposes of this Ordinance and the bonds relating to such payments shall remain outstanding and continue to be due and owing until paid by the City in accordance with this Ordinance. This Ordinance shall not be discharged unless all amounts due or to become due to the Insurer have been paid in full or duly provided for.

Section 23. The City agrees to take such action (including, if applicable, filing UCC financing statements and continuations thereof) as is necessary from time to time to perfect or to otherwise preserve the priority of the pledge of the Pledged Revenues under applicable law.

Section 24. If, on the third business day prior to the related scheduled interest payment date or principal payment date ("Payment Date"), there is not on deposit with the Trustee, after making all transfers and deposits required under this Ordinance, moneys sufficient to pay the principal of and interest on the bonds due on such Payment Date, the Trustee shall give notice to the Insurer and to its designated agent (if any) ("Insurer's Fiscal Agent") by telephone or telecopy of the amount of such deficiency by 12:00 noon, New York City time, on such business day. If, on the second business day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the bonds due on such Payment Date, the Trustee shall make a claim under the Insurance Policy and give notice to the Insurer and the Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the bonds and the amount required to pay principal of the bonds, confirmed in writing to the Insurer and the Insurer's Fiscal Agent (if any) by 12:00 noon, New York City time, on such second business day by filling in the form of Notice of Claim and Certificate delivered with the Insurance Policy.

The Trustee shall designate any portion of payment of principal on bonds paid by the Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of bonds registered to the then current owners of the bonds, whether DTC or its nominee or otherwise, and shall issue a replacement bond to the Insurer, registered in the name of the Insurer, in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee's failure to so designate any payment or issue any replacement bond shall have no effect on the amount of principal or interest payable by the City on any bond or the subrogation rights of the Insurer.

The Trustee shall keep a complete and accurate record of all funds deposited by the Insurer into the Policy Payments Account (hereinafter defined) and the allocation of such funds to payment of interest on and principal paid in respect of any bond. The Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Trustee.

Upon payment of a claim under the Insurance Policy the Trustee shall establish a separate special purpose trust account for the benefit of owners of bonds referred to herein as the "Policy Payments Account" and over which the Trustee shall have exclusive control and sole right of withdrawal. The Trustee shall receive any amount paid under the Insurance Policy in trust on behalf of owners of the bonds and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Trustee to owners of the bonds in the same manner as principal and interest payments are to be made with respect to the bonds under the sections hereof regarding payment of the bonds. It shall not be

necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments.

Notwithstanding anything herein to the contrary, the City agrees to pay to the Insurer, solely from the Pledged Revenues, (i) a sum equal to the total of all amounts paid by the Insurer under the Insurance Policy and (ii) to the extent permitted by law, interest on bond principal (but not bond interest) from the date paid by the Insurer until payment thereof in full, payable to the Insurer at the stated interest rate for each such bond (collectively, the "Insurer Reimbursement Amounts"). The City hereby covenants and agrees that the Insurer Reimbursement Amounts are secured by a lien on and pledge of the Pledged Revenues and payable from such Pledged Revenues on a parity with debt service due on the bonds.

Funds held in the Policy Payments Account shall not be invested by the Trustee and may not be applied to satisfy any costs, expenses or liabilities of the Trustee. The Trustee shall notify the Insurer of any funds remaining in the Policy Payments Account after the Trustee has made the payments for which a claim was made to the owners of the bonds and shall, at the written direction of the Insurer, promptly remit such funds remaining to the Insurer.

Section 25. The Insurer shall, to the extent it makes any payment of principal of or interest on the bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Insurance Policy (which subrogation rights shall also include the rights of any such recipients in connection with any Insolvency Proceeding). Each obligation of the City to the Insurer shall survive the discharge or termination of this Ordinance.

Section 26. The City shall pay or reimburse the Insurer, solely from the Pledged Revenues, any and all charges, fees, cost and expenses that the Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in this Ordinance, (ii) the pursuit of any remedies under this Ordinance or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, this Ordinance or (iv) any litigation, proceeding (including any Insolvency Proceeding) or other dispute in connection with this Ordinance or the transactions contemplated hereby, other than costs resulting from the failure of the Insurer to honor its obligations under the Insurance Policy. The Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of this Ordinance.

Section 27. The Insurer shall be entitled to pay principal or interest on the bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the City (as such terms are defined in the Insurance Policy), whether or not the Insurer has received a Notice of Nonpayment (as such terms are defined in the Insurance Policy) or a claim upon the Insurance Policy.

Section 28. The notice address of the Insurer is: Assured Guaranty Inc., 1633 Broadway, New York, New York 10019, Attention: Managing Director-Municipal Surveillance; Re: Policy Nos. \_\_\_\_\_-N (Insurance Policy) and \_\_\_\_\_-R (Reserve Policy), Telephone: (212) 974-0100; Email: munidisclosure@agltd.com. In each case in which notice or other communication refers to a claim on the Insurance Policy, the Reserve Policy or an event of default, then a copy of such notice or other communication shall be marked "URGENT MATERIAL ENCLOSED" and a copy shall also be sent to the attention of the General Counsel at the above address and at generalcounsel@agltd.com.

Section 29. The Insurer shall be provided with the following information by the City or the Trustee, as the case may be:

(a) To the extent not otherwise filed with the Municipal Securities Rulemaking Board's EMMA system ("EMMA"), annual audited financial statements of the City within the filing deadline specified in the Disclosure Agreement (together with a certification of the City that it is not aware of any default under this Ordinance) and, upon request, the annual budget for the City within 30 days after the approval thereof, together with such other information, data or reports as the Insurer shall reasonably request from time to time;

- (b) Notice of any draw upon the Reserve Policy within two business days after knowledge thereof.
- (c) Notice of any default known to the Trustee or the City within five business days after knowledge thereof;
- (d) Prior notice of the advance refunding or redemption of any of the bonds, including the principal amount, maturities and CUSIP numbers thereof;
- (e) Notice of the resignation or removal of the Trustee and the appointment of, and acceptance of duties by, any successor thereto;
- (f) Notice of the commencement of any Insolvency Proceeding by or against the City;
- (g) Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal or interest on the bonds;
- (h) A full original transcript of all proceedings relating to the execution of any amendment, supplement or waiver to this Ordinance;
- (i) All reports, notices and correspondence to be delivered by or on behalf of the City under the terms of this Ordinance;
- (j) To the extent not otherwise filed on EMMA, all information furnished pursuant to the Disclosure Agreement; and
- (k) Any other additional information that the Insurer may reasonably request.

Section 30. The City will permit the Insurer to discuss the affairs, finances and accounts of the City or any information the Insurer may reasonably request regarding the security for the bonds with appropriate officers of the City, and will use commercially reasonable efforts to enable the Insurer to have access to the facilities, books and records of the City on any business day upon reasonable prior notice.

Section 31. The Trustee shall notify the Insurer of any failure of the City to provide notices, certificates and other information under this Ordinance that are required to be delivered to owners of the bonds.

Section 32. In determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action, under this Ordinance would adversely affect the security for the bonds or the rights of the owners of the bonds, the effect of any such amendment, consent, waiver, action or inaction shall be considered as if there were no Insurance Policy.

Section 33. The City covenants that it will not enter into any interest rate exchange agreement or any other interest rate maintenance agreement secured by and payable from Pledged Revenues, without the prior written consent of the Insurer.

Section 34. No contract shall be entered into or any action taken by which the rights of the Insurer or security for or sources of payment of the bonds may be impaired or prejudiced in any material respect except upon obtaining the prior wr

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2025 FOR THE PURPOSE OF FINANCING VARIOUS CAPITAL IMPROVEMENTS; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, the City Council of the City of Jonesboro, Arkansas (the "City") has determined that the City is in need of various capital improvements, including particularly, without limitation, street improvements, park trail connection improvements and the E911 Dispatch and Safety Center (collectively, the "Improvements"); and

WHEREAS, the City can finance all or a portion of the costs of the Improvements by the issuance of Capital Improvement Revenue Bonds, Series 2025 in the aggregate principal amount of \$ \_\_\_\_\_ (the "bonds"); and

WHEREAS, the City Council, pursuant to Resolution No. 24:114, adopted September 17, 2024 (the "Resolution"), authorized the offering of the bonds; and

WHEREAS, a public hearing on the issuance of the bonds was held before the City Council on May 20, 2025, following publication of notice of such hearing in *The Jonesboro Sun* on May 9, 2025; and

WHEREAS, with the assistance of Crews & Associates, Inc., as financial advisor, the City has made arrangements for the sale of the bonds to Stephens Inc. (the "Purchaser") at a price of \$ \_\_\_\_\_ (principal amount \_\_\_\_\_ \$ \_\_\_\_\_ of net original issue \_\_\_\_\_ and less \$ \_\_\_\_\_ of underwriter's discount) (the "Purchase Price") pursuant to a Bond Purchase Agreement (the "Purchase Agreement") which has been presented to and is before this meeting; and

WHEREAS, the Preliminary Official Statement, dated June 10, 2025, offering the bonds for sale (the "Preliminary Official Statement") has been presented to and is before this meeting; and

WHEREAS, the Continuing Disclosure Agreement between the City and First Security Bank, Searcy, Arkansas (the "Disclosure Agreement"), providing for the ongoing disclosure obligations of the City with respect to the bonds, has been presented to and is before this meeting; and

WHEREAS, Assured Guaranty Inc., a Maryland corporation (together with any successor thereto or assignee thereof, the "Insurer") will issue a municipal bond insurance policy (the "Insurance Policy") guaranteeing the scheduled payment of principal of and interest on the bonds when due; and

WHEREAS, the Insurer will also issue a municipal bond debt service reserve insurance policy (the "Reserve Policy") in order to provide a debt service reserve for the bonds; and

WHEREAS, the Insurance Agreement between the City and the Insurer with respect to the Reserve Policy (the "Insurance Agreement") has been presented to and is before this meeting;

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

Section 1. The Improvements shall be accomplished. The Mayor and City Clerk are hereby authorized to take, or cause to be taken, all action necessary to accomplish the Improvements and to execute all required contracts.

Section 2. The offer of the Purchaser for the purchase of the bonds from the City at the Purchase Price is hereby accepted, and the Purchase Agreement, in substantially the form submitted to this meeting, is approved and the bonds are hereby sold to the Purchaser. The Mayor is hereby authorized and directed to execute and deliver the Purchase Agreement on behalf of the City and to take all action required on the part of the City to fulfill its obligations under the Purchase Agreement.

Section 3. The Preliminary Official Statement is hereby approved and the previous use of the Preliminary Official Statement by the Purchaser in connection with the sale of the bonds is hereby in all respects approved and confirmed, and the Mayor is hereby authorized and directed, for and on behalf of the City, to execute the Preliminary Official Statement and the final Official Statement in the name of the City for use in connection with the sale of the bonds as set forth in the Purchase Agreement.

Section 4. Under the authority of the Constitution and laws of the State of Arkansas (the "State"), including particularly Title 14, Chapter 164, Subchapter 4 of the Arkansas Code of 1987 Annotated, City of Jonesboro, Arkansas Capital Improvement Revenue Bonds, Series 2025 are hereby authorized and ordered issued in the aggregate principal amount of \$\_\_\_\_\_ for the purpose of financing all or a portion of the costs of the Improvements, providing a debt service reserve and paying necessary expenses of issuing and insuring the bonds. The bonds shall mature on August 1 in the years and in the amounts and shall bear interest as follows:

<u>Year</u> <u>(August 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
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The bonds shall be dated as of their date of delivery and shall be issuable only as fully registered bonds without coupons in the denomination of \$5,000 or any integral multiple thereof. Unless the City shall otherwise direct, the bonds shall be numbered from 1 upward in order of issuance. Each bond shall have a CUSIP number.

The bonds shall be registered initially in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), which shall be considered to be the registered owner of the bonds for all purposes under this Ordinance, including, without limitation, payment by the City of principal of, redemption price, premium, if any, and interest on the bonds, and receipt of notices and exercise of rights of registered owners. There shall be one certificated, typewritten bond for each stated maturity date which shall be immobilized in the custody of, or on behalf of, DTC with the beneficial owners having no right to receive the bonds in the form of physical securities or certificates. DTC and its participants shall be responsible for maintenance of records of the ownership of beneficial interests in the bonds by book-entry on the system maintained and operated by DTC and its participants, and transfers of ownership of beneficial interests shall be made only by DTC and its participants, by book-entry, the City having no responsibility therefor. DTC is expected to maintain records of the positions of participants in the bonds, and the participants and persons acting through participants are expected to maintain records of the purchasers of beneficial interests in the bonds. The bonds as such shall not be transferable or exchangeable, except for transfer to another securities depository or to another nominee of a securities depository, without further action by the City.

If any securities depository determines not to continue to act as a securities depository for the bonds for use in a book-entry system, the City may establish a securities depository/book-entry system relationship with another securities depository. If the City does not or is unable to do so, or upon request of the beneficial owners of all outstanding bonds, the City and the Trustee (hereinafter defined), after the Trustee has made provision for notification of the beneficial owners by the then securities depository, shall permit withdrawal of the bonds from the securities depository, and authenticate and deliver bond certificates in fully registered form (in denominations of \$5,000 or integral multiples thereof) to the assigns of the securities depository or its nominee, all at the cost and expense (including costs of printing definitive bonds) of the City, if the City fails to maintain a securities depository/book-entry system, or of the beneficial owners, if they request termination of the system.

Prior to issuance of the bonds, the City shall have executed and delivered to DTC a written agreement (the "Representation Letter") setting forth (or incorporating therein by reference) certain undertakings and responsibilities of the City with respect to the bonds so long as the bonds or a portion thereof are registered in the name of Cede & Co. (or a substitute nominee) and held by DTC. Notwithstanding such execution and delivery of the Representation Letter, the terms thereof shall not in any way limit the provisions of this Section or in any other way impose upon the City any obligation whatsoever with respect to persons having interests in the bonds other than the registered owners, as shown on the registration books kept by the Trustee. The Trustee shall take all action necessary for all representations of the City in the Representation Letter with respect to the Trustee to at all times be complied with.

The authorized officers of the Trustee and the City shall do or perform such acts and execute all such certificates, documents and other instruments as they or any of them deem necessary or advisable to facilitate the efficient use of a securities depository for all or any portion of the bonds; provided that neither the Trustee nor the City may assume any obligations to such securities depository or beneficial owners of bonds that are inconsistent with their obligations to any registered owner under this Ordinance.

Interest on the bonds shall be payable on February 1, 2026, and semiannually thereafter on February 1 and August 1 of each year. Payment of each installment of interest shall be made to the person in whose name the bond is registered on the registration books of the City maintained by First Security Bank, Searcy, Arkansas, as Trustee and Paying Agent (the "Trustee"), at the close of business on the fifteenth day of the month (whether or not a business day) next preceding each interest payment date (the "Record Date"), irrespective of any transfer or exchange of any such bond subsequent to such Record Date and prior to such interest payment date.

Each bond shall bear interest from the payment date next preceding the date on which it is authenticated unless it is authenticated on an interest payment date, in which event it shall bear interest from such date, or unless it is authenticated prior to the first interest payment date, in which event it shall bear interest from its date of delivery, or unless it is authenticated during the period from the Record Date to the next interest payment date, in which case it shall bear interest from such interest payment date, or unless at the time of authentication thereof interest is in default thereon, in which event it shall bear interest from the date to which interest has been paid.

Only such bonds as shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in Exhibit A (the "Certificate") duly executed by the Trustee shall be entitled to any right or benefit under this Ordinance. No bond shall be valid and obligatory for any purpose unless and until the Certificate shall have been duly executed by the Trustee, and the Certificate upon any such bond shall be conclusive evidence that such bond has been authenticated and delivered under this Ordinance. The Certificate on any bond shall be deemed to have been executed if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the Certificate on all of the bonds.

In case any bond shall become mutilated or be destroyed or lost, the City shall, if not then prohibited by law, cause to be executed and the Trustee may authenticate and deliver a new bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated bond, or in lieu of and in substitution for such bond destroyed or lost, upon the owner paying the reasonable expenses and charges of the City and Trustee in connection therewith, and, in the case of a bond destroyed or lost, his filing with the Trustee evidence satisfactory to it that such bond was destroyed or lost, and of his ownership thereof, and furnishing the City and Trustee with indemnity satisfactory to them. The Trustee is hereby authorized to authenticate any such new bond. In the event any such bond shall have matured, instead of issuing a new bond, the City may pay the same without the surrender thereof. Upon the issuance of a new bond under this Section, the City may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Trustee) connected therewith.

The City shall cause books to be maintained for the registration and for the transfer of the bonds as provided herein and in the bonds. The Trustee shall act as the bond registrar. Each bond is transferable by the registered owner thereof or by his attorney duly authorized in writing at the principal office of the Trustee. Upon such transfer a new fully registered bond or bonds of the same maturity, of authorized denomination or denominations, for the same aggregate principal amount will be issued to the transferee in exchange therefor.

No charge shall be made to any owner of any bond for the privilege of transfer or exchange, but any owner of any bond requesting any such transfer or exchange shall pay any tax or other governmental charge required to be paid with respect thereto. Except as otherwise provided in the immediately preceding sentence, the cost of preparing each new bond upon each exchange or transfer and any other expenses of the City or the Trustee incurred in connection therewith shall be paid by the City. The City shall not be required to transfer or exchange any bonds selected for redemption in whole or in part.

The person in whose name any bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal or premium, if any, or interest of any bond shall be made only to or upon the order of the registered owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such bond to the extent of the sum or sums so paid.

In any case where the date of maturity of interest on or principal of the bonds or the date fixed for redemption of any bonds shall be a Saturday or Sunday or shall be in the State a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal (and premium, if any) need not be made on such date but may be made on the next succeeding business day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after the date of maturity or date fixed for redemption.

Section 5. The bonds shall be executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk and shall have impressed or imprinted thereon the seal of the City. The bonds, together with interest thereon, are secured solely by the Pledged Revenues. The Pledged Revenues are hereby pledged and mortgaged for the equal and ratable payment of the bonds. This pledge in favor of the bonds is hereby irrevocably made according to the terms of this Ordinance, and the City and its officers and employees shall execute, perform and carry out the terms thereof in strict conformity with the provisions of this Ordinance.

The "Pledged Revenues" are a special revenue source and are defined to mean all revenues received by the City from the franchise fees charged to public utilities. The Pledged Revenues shall not be deemed to be general revenues of the City and shall be deposited into a special fund hereinafter created. The bonds and interest thereon shall not constitute an indebtedness of the City within any constitutional or statutory limitation. The bonds shall never give rise to a charge against the City's general credit or taxing power and no funds derived from the City's taxes are pledged to pay the bonds. Nothing herein shall require the City to pay the principal of and interest on the bonds from sources other than the Pledged Revenues, but nothing herein shall prohibit the City from doing so.

Payment of the scheduled principal of and interest on the bonds when due (by stated maturity or by scheduled mandatory redemption) is guaranteed by the Insurer, pursuant to the Insurance Policy, as set forth in the Insurance Policy.

Section 6. The bonds shall be in substantially the form attached as Exhibit A and the Mayor and City Clerk are hereby expressly authorized and directed to make all recitals contained therein.

Section 7. (a) The City agrees to continuously charge franchise fees to all public utilities occupying the streets, highways, rights-of-way and other public places while the bonds are outstanding.

(b) The franchise fees currently charged to public utilities are hereby ratified, confirmed and continued and such fees shall never be reduced while the bonds are outstanding unless the City receives an opinion of a certified public accountant not in the regular employ of the City ("Accountant") to the effect that Pledged Revenues for the preceding fiscal year (based on the cash basis of accounting), assuming such reduction had been in effect for the entire year, would have equaled not less than 125% of the maximum annual debt service on all obligations of the City to which Pledged Revenues are pledged.

(c) The franchise fees currently collected from the public utilities are sufficient to pay the principal of and interest on the bonds when due and the City agrees that the percentage rate of each franchise fee currently collected by the City from public utilities will not be increased solely for the purpose of providing funds to pay the principal of and interest on the bonds when due.

Section 8. The City Treasurer shall be the custodian of all Pledged Revenues. All Pledged Revenues shall at all times be accounted for separately and distinctly from other moneys of the City and shall be used and applied only as provided herein. Upon receipt by the City, the Pledged Revenues shall not be deposited into the General Fund but shall be deposited into a special fund of the City hereby created and designated as the "Franchise Fee Fund" (the "Franchise Fee Fund") in such depository or depositories for the City as may be lawfully designated by the City from time to time, provided that such depository or depositories shall hold membership in the Federal Deposit Insurance Corporation or any successor entity ("FDIC").

Section 9. There shall be transferred from the Franchise Fee Fund into a special fund hereby created with the Trustee and designated "2025 Capital Improvement Revenue Bond Fund" (the "Bond Fund"), the sums in the amounts and at the times described below for the purpose of providing funds for the payment of the principal of and interest on the bonds, with Trustee's fees and expenses and any arbitrage rebate.

There shall be paid into the Bond Fund, on or before the last business day of each month, commencing in August 2025, a sum equal to one-sixth (1/6) of the next installment of interest plus one-twelfth (1/12) of the next installment of principal on all outstanding bonds due at maturity or upon mandatory sinking fund redemption. The City shall also pay into the Bond Fund

such additional sums as necessary to provide for the Trustee's fees and expenses and any arbitrage rebate due to be paid to the United States Treasury under Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code").

There is created, as a part of the Bond Fund, a Debt Service Reserve. The Reserve Policy, which shall be in an amount equal to one-half of the maximum annual principal and interest requirements on the bonds (based on a bond year ending August 1), shall be deposited into the Debt Service Reserve. There shall be no cash requirement for the Debt Service Reserve. The Debt Service Reserve shall only secure the bonds.

The City shall realize a credit against monthly deposits into the Bond Fund to the extent of interest earnings on moneys in the Bond Fund.

If for any reason there shall be a deficiency in the payments made into the Bond Fund so that there are unavailable sufficient moneys therein to pay the principal of and interest on the bonds as the same become due, the Debt Service Reserve shall be used to the extent necessary to pay such principal and interest.

If Pledged Revenues are insufficient to make the required payment by the last business day of the month into the Bond Fund, the amount of any such deficiency in the payment made shall be added to the amount otherwise required to be paid into the Bond Fund by the last business day of the next month.

When the moneys held in the Bond Fund shall be and remain sufficient to pay the principal of and interest on the bonds then outstanding, there shall be no further obligation to make further payments into the Bond Fund. All moneys in the Bond Fund shall be used solely for the purpose of paying the principal of and interest on the bonds, Trustee's fees and arbitrage rebate, except as hereinafter set forth.

The Trustee shall withdraw moneys from the Bond Fund from time to time as necessary for paying principal of and interest on the bonds when due at maturity or at redemption prior to maturity and for making other authorized Bond Fund expenditures.

The prior written consent of the Insurer shall be a condition precedent to the deposit of any credit instrument provided in substitution of the Reserve Policy or in lieu of a cash deposit into the Debt Service Reserve. Notwithstanding anything to the contrary set forth in this Ordinance, amounts on deposit in the Debt Service Reserve shall be applied solely to the payment of debt service due on the bonds.

Section 10. Any surplus in the Franchise Fee Fund, after making the monthly deposit into the Bond Fund, may be withdrawn from the Franchise Fee Fund and used, at the option of the City, for other lawful municipal purposes; provided, however, that if the City receives Pledged Revenues only on a quarterly or annual basis, there shall always remain in the Franchise Fee Fund an amount sufficient to make the required payments into the Bond Fund until the next Pledged Revenues are to be received.

Section 11. So long as any of the bonds are outstanding, the City shall not issue or attempt to issue any bonds or obligations claimed to be entitled to a priority of lien on the Pledged Revenues over the lien securing the bonds. The City reserves the right to issue additional bonds to finance or pay the cost of constructing any additional capital improvements or to refund bonds issued for such purpose, but the City shall not authorize or issue any such additional bonds ranking on a parity with the outstanding bonds unless and until there have been procured and filed with the City Clerk and the Trustee a certificate signed by the Mayor and Finance Director (or City Treasurer if the position of Finance Director does not exist) stating that the Pledged Revenues for the fiscal year immediately preceding the fiscal year in which it is proposed to issue such additional bonds (based on the cash basis of accounting) were equal to not less than 125% of the maximum annual principal and interest requirements on all the then outstanding obligations secured by Pledged Revenues and the additional bonds then proposed to be issued. In making the computation, the City may treat any increase in franchise fees enacted subsequent to the first day of such preceding year as having been in effect throughout that year and may include in Pledged Revenues for such year the amount that would have been received had the increase been in effect throughout such year.

The additional bonds, the issuance of which is restricted and conditioned by this Section, shall be understood to mean bonds secured by Pledged Revenues ranking on a parity of security with the bonds and not bonds secured by Pledged Revenues subordinate in security to the bonds and such bonds may be issued without complying with the terms and conditions hereof.

Notwithstanding the above, additional bonds may not be issued (i) if an event of default (or any event which, once all notice or grace periods have passed, would constitute an event of default) exists under this Ordinance unless such default shall be cured upon such issuance and (ii) unless the Debt Service Reserve is fully funded at the required amount upon the issuance of such additional bonds, in either case unless otherwise permitted by the Insurer.

Section 12. The bonds shall be subject to redemption prior to maturity in accordance with the terms set out in the bond form in Exhibit A. The City covenants and agrees to cause to be paid into the Bond Fund sufficient funds to redeem bonds subject to mandatory sinking fund redemption in the amounts and on the dates set forth in the bonds. Therefore, in calculating the monthly payments to be deposited into the Bond Fund, the term "next installment of principal" shall include the principal of the bonds maturing on the next principal payment date and the principal of the bonds which will be redeemed in accordance with the mandatory sinking fund redemption provisions of the bonds on the next interest payment date scheduled for such redemption.

Upon the redemption of the bonds from proceeds not needed for the intended purposes, the selection of such bonds to be redeemed shall be subject to the approval of the Insurer.

Section 13. The City shall cause proper books of accounts and records to be kept (separate from all other records and accounts) in which complete and correct entries shall be made of all transactions relating to the Pledged Revenues, and such books shall be available for inspection by the Trustee and/or any bondholder at reasonable times and under reasonable circumstances. The City agrees to have its financial statements audited by the Joint Legislative

Auditing Committee, Division of Legislative Audit of the State of Arkansas, or, at the option of the City, an Accountant, and a copy of the audit shall be delivered to the Trustee and any bondholder requesting the same in writing within 30 days after it is received by the City.

Section 14. Any bond shall be deemed to be paid within the meaning of this Ordinance when payment of the principal of and interest on such bond (whether at maturity or upon redemption as provided herein, or otherwise), either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee, in trust and irrevocably set aside exclusively for such payment, (1) cash fully insured by the FDIC and/or fully collateralized with direct obligations of the United States of America ("Investment Securities") sufficient to make such payment and/or (2) Investment Securities (provided that such deposit will not affect the tax exempt status of the interest on any of the bonds or cause any of the bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code), maturing as to principal and interest in such amounts and at such times as will provide sufficient moneys to make such payment, and all necessary and proper fees, compensation and expenses of the Trustee pertaining to the bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee.

On the payment of any bonds within the meaning of this Ordinance, the Trustee shall hold in trust, for the benefit of the owners of such bonds, all such moneys and/or Investment Securities.

When all the bonds shall have been paid within the meaning of this Ordinance, if any arbitrage rebate due the United States Treasury under Section 148(f) of the Code has been paid or provided for to the satisfaction of the Trustee, if the Trustee has been paid its fees and expenses and if all amounts due the Insurer have been paid, the Trustee shall take all appropriate action to cause (i) the pledge and lien of this Ordinance to be discharged and canceled, and (ii) all moneys held by it pursuant to this Ordinance and which are not required for the payment of such bonds to be paid over or delivered to or at the direction of the City. In determining the sufficiency of the deposit of Investment Securities there shall be considered the principal amount of such Investment Securities and interest to be earned thereon until the maturity of such Investment Securities.

To accomplish defeasance of all or any portion of the bonds (the "Defeased Bonds"), the City shall cause to be delivered to the Insurer, unless waived by the Insurer, (i) other than with respect to a current refunding that is gross funded, a report of either a nationally-recognized verification agent or a firm of independent, nationally-recognized certified public accountants as shall be acceptable to the Insurer verifying the sufficiency of the escrow established to pay the Defeased Bonds in full on the maturity or redemption date ("Verification"), (ii) an escrow deposit agreement or other irrevocable written instructions (which shall be acceptable in form and substance to the Insurer), (iii) an opinion of nationally recognized bond counsel to the effect that the Defeased Bonds are no longer outstanding under this Ordinance, and (iv) a certificate of discharge of the Trustee with respect to the Defeased Bonds. Each defeasance opinion shall be acceptable in form and substance, and addressed, to the City, the Trustee and the Insurer. Each Verification shall be acceptable in form and substance to the City, the Trustee and the Insurer and addressed to the City and the Trustee. In addition, unless waived by the Insurer, each Verification

shall either be addressed to the Insurer or shall include a statement to the effect that such Verification may be relied upon by the Insurer. The Insurer shall be provided with final drafts of the above-referenced documentation not less than five business days prior to the funding of the escrow.

Bonds shall be deemed to be outstanding under this Ordinance unless and until they are in fact paid and retired or the above criteria are met or, in the case of clauses (i) through (iv) above, waived by the Insurer.

Section 15. (a) Subject to the provisions of (h) below, if there be any default in the payment of the principal of or interest on any of the bonds, or if the City defaults in any Bond Fund requirement or in the performance of any of the other covenants contained in this Ordinance, the Trustee may, and upon the written request of (1) the Insurer or (2) with the consent of the Insurer, the registered owners of not less than 10% in principal amount of the then outstanding bonds, shall, by proper suit, compel the performance of the duties of the officials of the City under the laws of the State.

(b) No registered owner of any of the outstanding bonds shall have any right to institute any suit, action, mandamus or other proceeding in equity or at law for the protection or enforcement of any power or right unless such (1) owner or the Trustee shall have given written notice of such default to the Insurer and (2) such owner previously shall have given to the Trustee written notice of the default on account of which such suit, action or proceeding is to be taken, and unless the registered owners of not less than 10% in principal amount of the bonds then outstanding shall have made written request of the Trustee after the right to exercise such power or right of action, as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers granted to the Trustee, or to institute such action, suit or proceeding in its name, and unless, also, there shall have been offered to the Trustee reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby and the Trustee shall have refused or neglected to comply with such request within a reasonable time. Such notification, request and offer of indemnity are, at the option of the Trustee, conditions precedent to the execution of any remedy. No one or more registered owners of the bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Ordinance, or to enforce any right hereunder except in the manner herein described. All proceedings at law or in equity shall be instituted, had and maintained in the manner herein described and for the benefit of all registered owners of the outstanding bonds.

(c) No remedy conferred upon or reserved to the Trustee, to the Insurer or to the registered owners of the bonds is intended to be exclusive of any other remedy or remedies, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Ordinance or by law.

(d) With the prior written consent of the Insurer, the Trustee may, and with the prior written consent of the Insurer and upon the written request of the registered owners of not less than 50% in principal amount of the bonds then outstanding shall, waive any default which shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted under the provisions of this Ordinance or before the completion of the

enforcement of any other remedy, but no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

(e) All rights of action under this Ordinance or under any of the bonds, enforceable by the Trustee, may be enforced by it without the possession of any of the bonds, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name for the benefit of all the registered owners of such bonds, subject to the provisions of this Ordinance.

(f) No delay or omission of the Trustee, the Insurer or any registered owners of the bonds to exercise any right or power accrued upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Ordinance to the Trustee, to the Insurer and to the registered owners of the bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

(g) In any proceeding to enforce the provisions of this Ordinance any plaintiff bondholder shall be entitled to recover from the City all costs of such proceeding, including reasonable attorneys' fees.

(h) Notwithstanding the above, the Insurer shall be deemed to be the sole owner of the bonds for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the owners of the bonds are entitled to take pursuant to this Section 15 and Section 20 of this Ordinance. In furtherance thereof and as a term of this Ordinance and each bond, each owner of the bonds appoints the Insurer as its agent and attorney-in-fact with respect to the bonds and agrees that the Insurer may at any time during the continuation of any proceeding by or against the City under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding") direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a "Claim"), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, each owner of the bonds delegates and assigns to the Insurer, to the fullest extent permitted by law, the rights of each owner of the bonds in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding. The Trustee acknowledges such appointment, delegation and assignment by each owner of the bonds for the Insurer's benefit, and agrees to cooperate with the Insurer in taking any action reasonably necessary or appropriate in connection with such appointment, delegation and assignment. Remedies granted to the owners of the bonds shall include mandamus.

Section 16. (a) The terms of this Ordinance shall constitute a contract between the City and the registered owners of the bonds and no variation or change in the undertaking herein set forth shall be made while any of the bonds are outstanding, except as hereinafter set forth in subsections (b) and (c). The Insurer shall be a third party beneficiary under this Ordinance.

(b) The Trustee, with the prior written consent of the Insurer, may consent to any variation or change in this Ordinance that the Trustee determines is not to the material prejudice of the owners of the bonds or to cure any ambiguity, formal defect or omission in this Ordinance or any amendment hereto without the consent of the owners of the outstanding bonds.

(c) The Insurer and the owners of not less than 75% in aggregate principal amount of the bonds then outstanding shall have the right, from time to time, anything contained in this Ordinance to the contrary notwithstanding, to consent to and approve the adoption by the City of such ordinance supplemental hereto as shall be necessary or desirable for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Ordinance or in any supplemental ordinance; provided, however, that nothing contained in this Section shall permit or be construed as permitting (a) an extension of the maturity of the principal of or the interest on any bond, or (b) a reduction in the principal amount of any bond or the rate of interest thereon, or (c) the creation of a lien or pledge superior to the lien and pledge created by this Ordinance, or (d) a privilege or priority of any bond or bonds over any other bond or bonds, or (e) a reduction in the aggregate principal amount of the bonds required for consent to such supplemental ordinance.

Section 17. When the bonds have been executed, they shall be authenticated by the Trustee and the Trustee shall deliver the bonds to or at the direction of the Purchaser upon payment of the Purchase Price, a portion of which shall be paid directly to the Insurer in payment of the rating agency fee and the premiums due the Insurer for the Insurance Policy and the Reserve Policy. The amount necessary to pay the expenses of issuing the bonds shall be paid. The remainder of the Purchase Price shall be deposited into a special account in the name of the City established with the Trustee and designated "2025 Improvement Fund" (the "Improvement Fund"). The moneys in the Improvement Fund shall be disbursed solely in payment of the costs of accomplishing the Improvements, paying necessary expenses incidental thereto and paying expenses of issuing the bonds. Disbursements shall be on the basis of requisitions which shall contain at least the following information: the person to whom payment is being made; the amount of the payment; and the purpose by general classification of the payment. Each requisition must be signed by the Mayor and the Finance Director. The Trustee shall keep accurate records of all payments made on the basis of requisitions.

When the Improvements have been completed and all required expenses paid and expenditures made from the Improvement Fund for and in connection with the accomplishment of the Improvements and the financing thereof, this fact shall, if moneys remain in the Improvement Fund, be evidenced by a certificate signed by the Mayor, which certificate shall state, among other things, the date of the completion and that all obligations payable from the Improvement Fund have been discharged. A copy of the certificate shall be filed with the Trustee, and upon receipt thereof the Trustee shall transfer any remaining balance to the Bond Fund for the purpose of redeeming the bonds.

Unless the Insurer otherwise directs, upon the occurrence of an event of default or an event which with notice or lapse of time would constitute an event of default, amounts on deposit in the Improvement Fund shall not be disbursed, but shall instead be applied to the payment of debt service or redemption price of the bonds.

Section 18. (a) Moneys held for the credit of the Bond Fund shall be continuously invested and reinvested by the Trustee, at the direction of the City or in the discretion of the Trustee in the absence of such direction, in Permitted Investments (as hereinafter defined), all of which shall mature, or which shall be subject to redemption by the holder thereof, at the option of such holder, not later than the payment date for interest or principal and interest.

(b) Moneys held for the credit of the Franchise Fee Fund may be continuously invested and reinvested in Permitted Investments or other investments as may, from time to time, be permitted by law, which shall mature, or which shall be subject to redemption by the holder thereof, at the option of such holder, not later than the date or dates when the moneys will be required for the purposes intended.

(c) Moneys held for the credit of the Improvement Fund shall be continuously invested and reinvested by the Trustee, at the direction of the City or in the discretion of the Trustee in the absence of such direction, in Permitted Investments or other investments as may, from time to time, be permitted by law, which shall mature, or which shall be subject to redemption by the holder thereof, at the option of such holder, not later than the date or dates when the moneys will be required for the purposes intended.

(d) Obligations so purchased as an investment of moneys in any fund shall be deemed at all times to be a part of such fund and the interest accruing thereon and any profit realized from such investments shall be credited to such fund, and any loss resulting from such investment shall be charged to such fund.

(e) "Permitted Investments" are defined as (i) direct or fully guaranteed obligations of the United States of America ("Government Securities"), (ii) direct obligations of an agency, instrumentality or government-sponsored enterprise created by an act of the United States Congress and authorized to issue securities or evidences of indebtedness, regardless of whether the securities or evidences of indebtedness are guaranteed for repayment by the United States Government, (iii) certificates of deposit or demand deposits of banks, including the Trustee, which are insured by the FDIC or, if in excess of insurance coverage, collateralized by Government Securities or other securities authorized by State law to secure public funds or (iv) money market funds invested exclusively in Government Securities and the obligations described in (ii) above.

Section 19. (a) The City covenants that it shall not take any action or suffer or permit any action to be taken or conditions to exist which causes or may cause the interest payable on the bonds to be included in gross income for federal income tax purposes. Without limiting the generality of the foregoing, the City covenants that the proceeds of the sale of the bonds and the Pledged Revenues will not be used directly or indirectly in such manner as to cause the bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Code.

(b) The City represents that it has not used or permitted the use of, and covenants that it will not use or permit the use of the Improvements or the proceeds of the bonds in such manner as to cause the bonds to be "private activity bonds" within the meaning of Section 141 of the Code.

(c) The City covenants that it will take no action which would cause the bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code. Nothing in this Section shall prohibit investments in bonds issued by the United States Treasury.

(d) The City covenants that it will submit to the Secretary of the Treasury of the United States, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the bonds are issued, a statement required by Section 149(e) of the Code.

(e) The City covenants that it will not reimburse itself from proceeds of the bonds for costs paid prior to the date the bonds are issued except in compliance with United States Treasury Regulation §1.150-2 (the "Regulation"). The Resolution shall be considered an "official intent" for the purpose of the Regulation.

(f) The City covenants that all documents and records related to the bonds and the Improvements will be retained for the life of the bonds plus an additional three (3) years.

(g) The City covenants that it will, in compliance with the requirements of Section 148(f) of the Code, pay to the United States Government in accordance with the requirements of Section 148(f) of the Code, from time to time, an amount equal to the sum of (1) the excess of (A) the amount earned on all Non-purpose Investments (as therein defined) attributable to the bonds, other than investments attributable to such excess over (B) the amount which would have been earned if such Non-purpose Investments attributable to the bonds were invested at a rate equal to the Yield (as defined in the Code) on the bonds, plus (2) any income attributable to the excess described in (1), subject to the exceptions set forth in Section 148 of the Code. The City further covenants that in order to assure compliance with its covenants herein, it will employ a qualified consultant to advise the City in making the determination required to comply with this subsection.

Section 20. (a) The Trustee shall only be responsible for the exercise of good faith and reasonable prudence in the execution of its trust. The recitals in this Ordinance and in the face of the bonds are the recitals of the City and not of the Trustee. The Trustee shall not be required to take any action as Trustee unless it shall have been requested to do so in writing by the Insurer or by the registered owners of not less than 10% in principal amount of the bonds then outstanding and shall have been offered reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby. The Trustee may resign at any time by giving 60 days' notice in writing to the City Clerk, to the Insurer and to the registered owners of the bonds. The Insurer, the majority in value of the registered owners of the outstanding bonds, or the City, so long as it is not in default hereunder, in each case with the consent of the Insurer, at any time, with or without cause, may remove the Trustee. In the event of a vacancy in the office of Trustee, either by resignation or by removal, the City shall forthwith designate a new Trustee by a written instrument filed in the office of the City Clerk and with the Insurer. The original Trustee and any successor Trustee shall file a written acceptance and agreement to execute the trust imposed upon it or them by this Ordinance, but only upon the terms and conditions set forth in this Ordinance and subject to the provisions of this Ordinance, to all of which the respective registered owners of the bonds agree. Such written acceptance shall be filed with the City Clerk

and a copy thereof shall be placed in the bond transcript. Any successor Trustee shall have all the powers herein granted to the original Trustee.

(b) Every successor Trustee appointed pursuant to this Section shall be a trust company or bank in good standing, duly authorized to exercise trust powers and subject to examination by federal or state authority, having a reported capital and surplus of not less than \$10,000,000.

(c) Any resignation by the Trustee shall not be effective until the appointment of a successor Trustee under this Section.

Section 21. Notwithstanding any provision of this Ordinance to the contrary:

(a) The Trustee shall ascertain the necessity for a claim under the Reserve Policy in accordance with subsection (b) below and provide notice to the Insurer in accordance with the terms of the Reserve Policy at least five (5) business days prior to each date upon which principal or interest is due on the bonds. The Trustee shall also give notice to the Insurer of a failure of the City to make a timely payment into the Bond Fund within two business days of the date such payment was due.

(b) The City shall repay any draws under the Reserve Policy and shall pay interest thereon from the date of payment by the Insurer at the Late Payment Rate. For purposes of this Section 21, "Late Payment Rate" means the lesser of (x) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, as its prime or base lending rate ("Prime Rate") (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank) plus 5%, and (ii) the then applicable highest rate of interest on the bonds and (y) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event JPMorgan Chase Bank ceases to announce its Prime Rate publicly, the Prime Rate shall be the publicly announced prime or base lending rate of such national bank as the Insurer shall specify. If the interest provision of this subsection (b) shall result in an effective rate of interest which, for any period, exceeds the limit of the usury or any other laws applicable to the indebtedness created herein, then all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice between or by the City and the Insurer, be applied as additional interest for any later periods of time when amounts are outstanding hereunder to the extent that interest otherwise due hereunder for such periods plus such additional interest would not exceed the limit of the usury or such other laws, and any excess shall be applied upon principal immediately upon receipt of such moneys by the Insurer, with the same force and effect as if the City had specifically designated such extra sums to be so applied and the Insurer had agreed to accept such extra payment(s) as additional interest for such later periods. In no event shall any agreed-to or actual exaction as consideration for the indebtedness created herein exceed the limits imposed or provided by the law applicable to this transaction for the use or detention of money or for forbearance in seeking its collection.

Repayment of draws and accrued interest thereon at the Late Payment Rate and payment of reasonable expenses incurred by the Insurer (collectively, "Policy Costs") shall commence in the first month following each draw, and each such monthly payment shall be in an amount at least equal to 1/12 of the aggregate of Policy Costs related to such draw.

Amounts in respect of Policy Costs paid to the Insurer shall be credited first to interest due, then to the expenses due and then to principal due. As and to the extent that payments are made to the Insurer on account of principal due, the coverage under the Reserve Policy will be increased by a like amount, subject to the terms of the Reserve Policy. The obligations of the City to pay Policy Costs shall be secured by a valid lien on the Pledged Revenues and other collateral pledged as security for the bonds and any additional parity bonds issued under Section 11 hereof (excluding from such collateral any debt service reserves for the additional parity bonds issued under Section 11 hereof and excluding any collateral specific to each issue of additional parity bonds issued under Section 11 hereof), which payment obligations are subordinate in priority of payment to the payment of debt service due on the bonds and any additional parity bonds issued under Section 11 hereof.

All cash and investments in the Debt Service Reserve, if any, shall be transferred to the Bond Fund for payment of debt service on the bonds before any drawing may be made on the Reserve Policy or any other credit facility credited to the Debt Service Reserve in lieu of cash ("Credit Facility"). Payment of any Policy Costs shall be made prior to replenishment of any such cash amounts. Draws on all Credit Facilities (including the Reserve Policy) on which there is available coverage shall be made on a pro-rata basis (calculated by reference to the coverage then available thereunder) after applying any available cash and investments in the Debt Service Reserve. Payment of Policy Costs and reimbursement of amounts with respect to other Credit Facilities shall be made on a pro-rata basis prior to replenishment of any cash drawn from the Debt Service Reserve. For the avoidance of doubt, "available coverage" means the coverage then available for disbursement pursuant to the terms of the applicable alternative credit instrument without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provider to honor any such claim or draw.

(c) If the City shall fail to pay Policy Costs when due in accordance with the requirements above, the Insurer shall be entitled to exercise any and all legal and equitable remedies available to it, including those provided under this Ordinance other than remedies which would adversely affect owners of the bonds.

(d) Notwithstanding any provision of this Ordinance to the contrary, this Ordinance shall not be discharged until all Policy Costs owing to the Insurer shall have been paid in full. The City's obligation to pay such amounts shall expressly survive payment in full of the bonds.

(e) The City shall include any Policy Costs then due and owing the Insurer in the calculations set forth in Section 7(b) and Section 11 hereof.

Section 22. Amounts paid by the Insurer under the Insurance Policy shall not be deemed paid for purposes of this Ordinance and the bonds relating to such payments shall remain

outstanding and continue to be due and owing until paid by the City in accordance with this Ordinance. This Ordinance shall not be discharged unless all amounts due or to become due to the Insurer have been paid in full or duly provided for.

Section 23. The City agrees to take such action (including, if applicable, filing UCC financing statements and continuations thereof) as is necessary from time to time to perfect or to otherwise preserve the priority of the pledge of the Pledged Revenues under applicable law.

Section 24. If, on the third business day prior to the related scheduled interest payment date or principal payment date ("Payment Date"), there is not on deposit with the Trustee, after making all transfers and deposits required under this Ordinance, moneys sufficient to pay the principal of and interest on the bonds due on such Payment Date, the Trustee shall give notice to the Insurer and to its designated agent (if any) ("Insurer's Fiscal Agent") by telephone or telecopy of the amount of such deficiency by 12:00 noon, New York City time, on such business day. If, on the second business day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the bonds due on such Payment Date, the Trustee shall make a claim under the Insurance Policy and give notice to the Insurer and the Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the bonds and the amount required to pay principal of the bonds, confirmed in writing to the Insurer and the Insurer's Fiscal Agent (if any) by 12:00 noon, New York City time, on such second business day by filling in the form of Notice of Claim and Certificate delivered with the Insurance Policy.

The Trustee shall designate any portion of payment of principal on bonds paid by the Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of bonds registered to the then current owners of the bonds, whether DTC or its nominee or otherwise, and shall issue a replacement bond to the Insurer, registered in the name of the Insurer, in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee's failure to so designate any payment or issue any replacement bond shall have no effect on the amount of principal or interest payable by the City on any bond or the subrogation rights of the Insurer.

The Trustee shall keep a complete and accurate record of all funds deposited by the Insurer into the Policy Payments Account (hereinafter defined) and the allocation of such funds to payment of interest on and principal paid in respect of any bond. The Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Trustee.

Upon payment of a claim under the Insurance Policy the Trustee shall establish a separate special purpose trust account for the benefit of owners of bonds referred to herein as the "Policy Payments Account" and over which the Trustee shall have exclusive control and sole right of withdrawal. The Trustee shall receive any amount paid under the Insurance Policy in trust on behalf of owners of the bonds and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Trustee to owners of the bonds in the same manner as principal and interest payments are to be made with respect to the bonds under the sections hereof

regarding payment of the bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments.

Notwithstanding anything herein to the contrary, the City agrees to pay to the Insurer, solely from the Pledged Revenues, (i) a sum equal to the total of all amounts paid by the Insurer under the Insurance Policy and (ii) to the extent permitted by law, interest on bond principal (but not bond interest) from the date paid by the Insurer until payment thereof in full, payable to the Insurer at the stated interest rate for each such bond (collectively, the "Insurer Reimbursement Amounts"). The City hereby covenants and agrees that the Insurer Reimbursement Amounts are secured by a lien on and pledge of the Pledged Revenues and payable from such Pledged Revenues on a parity with debt service due on the bonds.

Funds held in the Policy Payments Account shall not be invested by the Trustee and may not be applied to satisfy any costs, expenses or liabilities of the Trustee. The Trustee shall notify the Insurer of any funds remaining in the Policy Payments Account after the Trustee has made the payments for which a claim was made to the owners of the bonds and shall, at the written direction of the Insurer, promptly remit such funds remaining to the Insurer.

Section 25. The Insurer shall, to the extent it makes any payment of principal of or interest on the bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Insurance Policy (which subrogation rights shall also include the rights of any such recipients in connection with any Insolvency Proceeding). Each obligation of the City to the Insurer shall survive the discharge or termination of this Ordinance.

Section 26. The City shall pay or reimburse the Insurer, solely from the Pledged Revenues, any and all charges, fees, cost and expenses that the Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in this Ordinance, (ii) the pursuit of any remedies under this Ordinance or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, this Ordinance or (iv) any litigation, proceeding (including any Insolvency Proceeding) or other dispute in connection with this Ordinance or the transactions contemplated hereby, other than costs resulting from the failure of the Insurer to honor its obligations under the Insurance Policy. The Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of this Ordinance.

Section 27. The Insurer shall be entitled to pay principal or interest on the bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the City (as such terms are defined in the Insurance Policy), whether or not the Insurer has received a Notice of Nonpayment (as such terms are defined in the Insurance Policy) or a claim upon the Insurance Policy.

Section 28. The notice address of the Insurer is: Assured Guaranty Inc., 1633 Broadway, New York, New York 10019, Attention: Managing Director-Municipal Surveillance; Re: Policy Nos. \_\_\_\_\_-N (Insurance Policy) and \_\_\_\_\_-R (Reserve Policy), Telephone: (212) 974-0100; Email: [munidisclosure@agltd.com](mailto:munidisclosure@agltd.com). In each case in which notice or other

communication refers to a claim on the Insurance Policy, the Reserve Policy or an event of default, then a copy of such notice or other communication shall be marked "URGENT MATERIAL ENCLOSED" and a copy shall also be sent to the attention of the General Counsel at the above address and at [generalcounsel@agltd.com](mailto:generalcounsel@agltd.com).

Section 29. The Insurer shall be provided with the following information by the City or the Trustee, as the case may be:

(a) To the extent not otherwise filed with the Municipal Securities Rulemaking Board's EMMA system ("EMMA"), annual audited financial statements of the City within the filing deadline specified in the Disclosure Agreement (together with a certification of the City that it is not aware of any default under this Ordinance) and, upon request, the annual budget for the City within 30 days after the approval thereof, together with such other information, data or reports as the Insurer shall reasonably request from time to time;

(b) Notice of any draw upon the Reserve Policy within two business days after knowledge thereof.

(c) Notice of any default known to the Trustee or the City within five business days after knowledge thereof;

(d) Prior notice of the advance refunding or redemption of any of the bonds, including the principal amount, maturities and CUSIP numbers thereof;

(e) Notice of the resignation or removal of the Trustee and the appointment of, and acceptance of duties by, any successor thereto;

(f) Notice of the commencement of any Insolvency Proceeding by or against the City;

(g) Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal or interest on the bonds;

(h) A full original transcript of all proceedings relating to the execution of any amendment, supplement or waiver to this Ordinance;

(i) All reports, notices and correspondence to be delivered by or on behalf of the City under the terms of this Ordinance;

(j) To the extent not otherwise filed on EMMA, all information furnished pursuant to the Disclosure Agreement; and

(k) Any other additional information that the Insurer may reasonably request.

Section 30. The City will permit the Insurer to discuss the affairs, finances and accounts of the City or any information the Insurer may reasonably request regarding the security for the bonds with appropriate officers of the City, and will use commercially reasonable efforts to enable the Insurer to have access to the facilities, books and records of the City on any business day upon reasonable prior notice.

Section 31. The Trustee shall notify the Insurer of any failure of the City to provide notices, certificates and other information under this Ordinance that are required to be delivered to owners of the bonds.

Section 32. In determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action, under this Ordinance would adversely affect the security for the bonds or the rights of the owners of the bonds, the effect of any such amendment, consent, waiver, action or inaction shall be considered as if there were no Insurance Policy.

Section 33. The City covenants that it will not enter into any interest rate exchange agreement or any other interest rate maintenance agreement secured by and payable from Pledged Revenues, without the prior written consent of the Insurer.

Section 34. No contract shall be entered into or any action taken by which the rights of the Insurer or security for or sources of payment of the bonds may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of the Insurer.

Section 35. No grace period for a covenant default shall exceed 30 days or be extended for more than 60 days, without the prior written consent of the Insurer. No grace period shall be permitted for payment defaults.

Section 36. Any amendment, supplement, modification to, or waiver of, this Ordinance that requires the consent of owners of the bonds or adversely affects the rights and interest of the Insurer shall be subject to the prior written consent of the Insurer.

Section 37. After payment of reasonable expenses of the Trustee, the application of funds realized upon default shall be applied to the payment of expenses of the Issuer or rebate only after the payment of past due and current debt service on the bonds.

Section 38. The rights granted to the Insurer under this Ordinance to request, consent to or direct any action are rights granted to the Insurer in consideration of its issuance of the Insurance Policy. Any exercise by the Insurer of such rights is merely an exercise of the Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf of, the registered owners of the bonds and such action does not evidence any position of the Insurer, affirmative or negative, as to whether consent of the registered owners of the bonds is required in addition to consent of the Insurer.

Section 39. The Disclosure Agreement, in substantially the form submitted to this meeting, is approved, and the Mayor is hereby authorized and directed to execute and deliver

the Disclosure Agreement on behalf of the City. The Mayor is authorized and directed to take all action required on the part of the City to fulfill its obligations under the Disclosure Agreement.

Section 40. The Insurance Agreement, in substantially the form submitted to this meeting, is hereby approved, and the Mayor and the City Clerk are hereby authorized and directed to execute and deliver the Insurance Agreement on behalf of the City, and the Mayor and other officers of the City are authorized to execute and deliver such undertakings as may be appropriate to secure the Reserve Policy.

Section 41. The Mayor is hereby authorized and directed to work with Friday, Eldredge & Clark, LLP, as bond counsel, to develop, adopt and implement written procedures to monitor compliance with federal tax requirements with respect to tax-exempt obligations of the City. The Mayor is further authorized to appoint a Responsible Person who will have primary responsibility for monitoring post-issuance tax compliance.

Section 42. Notwithstanding any provision of any ordinance of the City authorizing a franchise fee that is part of the Pledged Revenues, the franchise fees are deemed to be "fees" and not "taxes."

Section 43. The provisions of this Ordinance are hereby declared to be separable and if any provision shall for any reason be held illegal or invalid, such holding shall not affect the validity of the remainder of this Ordinance.

Section 44. All ordinances and resolutions or parts thereof, in conflict herewith are hereby repealed to the extent of such conflict.

Section 45. It is hereby ascertained and declared that the Improvements are immediately needed for the preservation of the public peace, health and safety and to remove existing hazards thereto. The Improvements cannot be accomplished without the issuance of the bonds, which cannot be sold at the interest rates specified herein unless this Ordinance is immediately effective. Therefore, it is declared that an emergency exists and this Ordinance being necessary for the preservation of the public peace, health and safety shall be in force and take effect immediately upon and after its passage.

PASSED: \_\_\_\_\_, 2025.

APPROVED:

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

(SEAL)

CERTIFICATE

The undersigned, City Clerk of the City of Jonesboro, Arkansas (the "City"), hereby certifies that the foregoing pages are a true and correct copy of Ordinance No. \_\_\_\_\_, adopted at a regular session of the City Council of the City, held at the regular meeting place of the City Council at 5:30 p.m., on the \_\_\_\_ day of \_\_\_\_\_, 2025, and that said Ordinance is of record in Ordinance Record Book No. \_\_\_\_\_ of the City, now in my possession.

GIVEN under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

---

City Clerk

(SEAL)

EXHIBIT A

(Form of Bond)

REGISTERED

REGISTERED

No. R-\_\_\_\_\_

\$\_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF ARKANSAS  
COUNTY OF CRAIGHEAD  
CITY OF JONESBORO  
CAPITAL IMPROVEMENT REVENUE BOND  
SERIES 2025

Interest Rate: \_\_\_\_\_%

Maturity Date: August 1, \_\_\_\_\_

Dated Date: \_\_\_\_\_, 2025

Registered Owner: Cede & Co.

Principal Amount: \_\_\_\_\_ Dollars

CUSIP No.: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That the City of Jonesboro, County of Craighead, State of Arkansas (the "City"), for value received, hereby promises to pay, but solely from the source as hereinafter provided and not otherwise, to the Registered Owner shown above upon the presentation and surrender hereof at the principal corporate trust office of First Security Bank, Searcy, Arkansas, or its successor or successors, as Trustee and Paying Agent (the "Trustee"), on the Maturity Date shown above, the Principal Amount shown above, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and to pay by check or draft interest thereon, but solely from the source as hereinafter provided and not otherwise, in like coin or currency from the interest commencement date specified below at the Interest Rate per annum shown above, payable February 1, 2026 and semiannually thereafter on the first days of February and August of each year, until payment of such principal sum or, if this bond or a portion hereof shall be duly called for redemption, until the date fixed for redemption, and to pay interest on overdue principal and interest (to the extent legally enforceable) at the rate borne by this bond. Payment of each installment of interest shall be made to the person in whose name this bond is registered on the registration books of the City maintained by the Trustee at the close of business on the fifteenth day of the month (whether or not a business day) next preceding each interest payment date (the "Record Date"), irrespective of any transfer or exchange of this bond subsequent to such Record Date and prior to such interest payment date.

This bond shall bear interest from the payment date next preceding the date on which it is authenticated unless it is authenticated on an interest payment date, in which event it shall bear interest from such date, or unless it is authenticated prior to the first interest payment date, in which event it shall bear interest from the Dated Date shown above, or unless it is authenticated during the period from the Record Date to the next interest payment date, in which case it shall bear interest from such interest payment date, or unless at the time of authentication hereof interest is in default hereon, in which event it shall bear interest from the date to which interest has been paid.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC") to the Trustee for registration of transfer, exchange, or payment and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

This bond is one of an issue of City of Jonesboro, Arkansas Capital Improvement Revenue Bonds, Series 2025, aggregating \_\_\_\_\_ Million \_\_\_\_\_ Hundred \_\_\_\_\_ Thousand Dollars (\$\_\_\_\_\_) in principal amount (the "bonds"), and is issued for the purpose of financing all or a portion of the costs of various improvements, providing a debt service reserve and paying necessary expenses of issuing and insuring the bonds.

The bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Arkansas (the "State"), including particularly Title 14, Chapter 164, Subchapter 4 of the Arkansas Code of 1987 Annotated, and pursuant to Ordinance No. \_\_\_\_\_ of the City, duly adopted on \_\_\_\_\_, 2025 (the "Authorizing Ordinance"), and do not constitute an indebtedness of the City within any constitutional or statutory limitation. The bonds are not general obligations of the City, but are special obligations secured solely by a pledge of revenues received by the City that are derived from the payment of franchise fees by public utilities (the "Pledged Revenues"). The Pledged Revenues shall be deemed to be a special source for the payment of the bonds. The bonds shall never give rise to a charge against the City's general credit or taxing power and no funds derived from the City's taxes are pledged to pay the bonds. An amount of Pledged Revenues sufficient to pay the principal of and interest on the bonds has been duly pledged and set aside into the 2025 Capital Improvement Revenue Bond Fund identified in the Authorizing Ordinance. Reference is hereby made to the Authorizing Ordinance for a detailed statement of the terms and conditions upon which the bonds are issued, of the nature and extent of the security for the bonds, and the rights and obligations of the City, the Trustee and the registered owners of the bonds. Nothing herein or in the Authorizing Ordinance shall require the City to pay the principal of and interest on this bond except from the Pledged Revenues, but nothing herein or in the Authorizing Ordinance shall prevent the City from doing so.

The bonds shall be subject to optional, extraordinary and mandatory sinking fund redemption as follows:

1 The bonds are subject to redemption at the option of the City, from funds from any source, in whole or in part at any time on and after February 1, 2031, at a redemption price equal to the principal amount being redeemed plus accrued interest to the redemption date. If fewer than all of the bonds shall be called for redemption, the particular maturities of the bonds to be redeemed shall be selected by the City in its discretion. If fewer than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portion thereof to be redeemed from such maturity shall be selected by lot by the Trustee.

2. The bonds shall be redeemed from proceeds of the bonds which are not needed for the purposes intended, in whole or in part, on any interest payment date, in inverse order of maturity (and by lot within a maturity in such manner as the Trustee shall determine), at a price equal to the principal amount being redeemed plus accrued interest to the redemption date.

3. To the extent not previously redeemed, the bonds maturing on August 1 in the years \_\_\_\_\_ are subject to mandatory sinking fund redemption by lot in such manner as the Trustee shall determine, on August 1 in the years and in the amounts set forth below, at a redemption price equal to the principal amount being redeemed plus accrued interest to the date of redemption:

Bonds Maturing August 1, \_\_\_\_\_

<u>Year</u> <u>(August 1)</u>	<u>Principal</u> <u>Amount</u>
----------------------------------	-----------------------------------

Bonds Maturing August 1, \_\_\_\_\_

<u>Year</u> <u>(August 1)</u>	<u>Principal</u> <u>Amount</u>
----------------------------------	-----------------------------------

Bonds Maturing August 1, \_\_\_\_\_

<u>Year</u> <u>(August 1)</u>	<u>Principal</u> <u>Amount</u>
----------------------------------	-----------------------------------

Bonds Maturing August 1, \_\_\_\_\_

<u>Year</u> <u>(August 1)</u>	<u>Principal</u> <u>Amount</u>
----------------------------------	-----------------------------------

In case any outstanding bond is in a denomination greater than \$5,000, each \$5,000 of face value of such bond shall be treated as a separate bond of the denomination of \$5,000.

Notice of redemption identifying the bonds or portions thereof (which shall be \$5,000 or a multiple thereof) to be redeemed shall be given by the Trustee, not less than 30 nor more than 60 days prior to the date fixed for redemption, by mailing a copy of the redemption notice by first class mail, postage prepaid, or sending a copy of the redemption notice via other standard means, including electronic or facsimile communication, to all registered owners of bonds to be redeemed. Failure to mail or send an appropriate notice or any such notice to one or more registered owners of bonds to be redeemed shall not affect the validity of the proceedings for redemption of other bonds as to which notice of redemption is duly given in proper and timely fashion. All such bonds or portions thereof thus called for redemption and for the retirement of which funds are duly provided in accordance with the Authorizing Ordinance prior to the date fixed for redemption will cease to bear interest on such redemption date.

This bond is transferable by the registered owner hereof in person or by his attorney-in-fact duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Authorizing Ordinance, and upon surrender and cancellation of this bond. Upon such transfer a new fully registered bond or bonds of the same maturity, of authorized denomination or denominations, for the same aggregate principal amount, will be issued to the transferee in exchange therefor. This bond is issued with the intent that the laws of the State shall govern its construction.

The City and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and premium, if any, hereon and interest due hereon and for all other purposes, and neither the City nor the Trustee shall be affected by any notice to the contrary.

The bonds are issuable only as fully registered bonds in the denomination of \$5,000, and any integral multiple thereof. Subject to the limitations and upon payment of the charges provided in the Authorizing Ordinance, fully registered bonds may be exchanged for a like aggregate principal amount of fully registered bonds of the same maturity of other authorized denominations.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the bonds do exist, have happened and have been performed in due time, form and manner as

required by law; that the indebtedness represented by the bonds, together with all obligations of the City, does not exceed any constitutional or statutory limitation; and that the above referred to revenues pledged to the payment of the principal of and premium, if any, and interest on the bonds as the same become due and payable will be sufficient in amount for that purpose.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Authorizing Ordinance until the Certificate of Authentication hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, the City of Jonesboro, Arkansas has caused this bond to be executed by its Mayor and City Clerk, their signatures thereunto duly authorized and its corporate seal to be impressed or imprinted on this bond, all as of the Dated Date shown above.

CITY OF JONESBORO, ARKANSAS

ATTEST:

By \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

(SEAL)

[A Statement of Insurance provided by the Insurer  
shall be placed on the bonds]

(Form of Trustee's Certificate)

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds issued under the provisions of the within mentioned Authorizing Ordinance.

Date of Authentication: \_\_\_\_\_

FIRST SECURITY BANK  
Searcy, Arkansas  
Trustee

By \_\_\_\_\_  
Authorized Signature

(Form of Assignment)

ASSIGNMENT

FOR VALUE RECEIVED, \_\_\_\_\_ ("Transferor"), hereby sells, assigns and transfers unto \_\_\_\_\_, the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ as attorney to transfer the within bond on the books kept for registration thereof with full power of substitution in the premises.

DATE: \_\_\_\_\_

\_\_\_\_\_  
Transferor

GUARANTEED BY:

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed by a member of or participant in the Securities Transfer Agents Medallion Program (STAMP), or in another signature guaranty program recognized by the Trustee.



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: ORD-25:022

Agenda Date: 6/17/2025

Version: 1

Status: First Reading

In Control: City Council

File Type: Ordinance

AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO TC-O FOR PROPERTY LOCATED AT 2800 & 2809 GREENSBORO ROAD

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

**SECTION 1.** Chapter 117, Article III, 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: **R-1, Single-Family Medium Density District**

To: **TC-O, Town Center Overlay**

Land described as follows:

### LEGAL DESCRIPTION:

TRACT-1: A PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 9, TOWNSHIP, 14 NORTH, RANGE 04 EAST; THENCE SOUTH 89°37'46" WEST, 660.58 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 03°07'57" EAST, 1276.65 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 12°52'13" EAST, 372.84 TO A CONCRETE MONUMENT FEET; THENCE SOUTH 00°28'15" WEST, 143.87 FEET TO A COTTON PICKER SPINDLE IN GREENSBORO ROAD; THENCE MEANDERING WITH THE CENTERLINE OF GREENSBORO ROAD AS FOLLOWS: THENCE NORTH 60°57'07" EAST, 73.41 FEET; THENCE NORTH 60°12'17" EAST, 105.59 FEET; THENCE NORTH 59°40'11" EAST, 85.41 FEET; THENCE NORTH 61°31'38" EAST, .66.12 FEET; THENCE, NORTH 63°52'09" EAST, 104.25 FEET; THENCE, NORTH 66°04'13" EAST, 57.50 FEET; THENCE, NORTH 67°46'13" EAST, 52.85 FEET TO A LAG BOLT; THENCE, NORTH 00°58'14" EAST, LEAVING GREENSBORO ROAD, 1534.60 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 22.52 ACRES (980,836 SQ. FT.), MORE OR LESS,

SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

TRACT-2: A PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 9, TOWNSHIP, 14 NORTH, RANGE 04 EAST; THENCE SOUTH 89°37'46" WEST, 660.58 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 03°07'57" EAST, 1276.65 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 12°52'13" EAST, 372.84 TO A CONCRETE MONUMENT FEET; THENCE SOUTH 00°28'15" WEST, 143.87 FEET TO A COTTON PICKER SPINDLE IN GREENSBORO ROAD, BEING THE POINT OF BEGINNING FOR TRACT 2; THENCE MEANDERING WITH THE CENTERLINE OF GREENSBORO ROAD AS FOLLOWS: THENCE NORTH 60°57'07" EAST, 73.41 FEET; THENCE NORTH 60°12'14" EAST, 105.59 FEET; THENCE NORTH 59°40'18" EAST, 85.41 FEET; THENCE NORTH 61°31'13" EAST, 66.12 FEET; THENCE, NORTH 63°52'10" EAST, 104.25 FEET; THENCE, NORTH 66°04'32" EAST, 57.50 FEET; THENCE, NORTH 67°46'13" EAST, 52.85 FEET TO A LAG BOLT; THENCE SOUTH 00°58'14" WEST, LEAVING GREENSBORO ROAD, 1105.91 FEET TO A STATE MONUMENT; THENCE NORTH 89°55'11" WEST, 471.06 FEET TO A CROSSTIE FENCE CORNER; THENCE NORTH 00°28'15" EAST, 853.17 FEET THE POINT OF BEGINNING PROPER, CONTAINING 10.76 ACRES (468,888 SQ. FT.), MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

**SECTION II:** The rezoning of this property shall adhere to the following stipulations:

1. The proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Floodplain 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 and the site shall comply with the existing Greensborough Village Town Center Development Guidelines.
4. The development must amend the pattern book prior to approval by the City Council to conform to the 70 percent residential to the 30 percent multi-family ratio for construction as previously approved and design guidelines as provided in the pattern book.
5. Must have a minimum of 50' buffer of existing trees on the west side of the project and parking to the interior of the project.
6. Move 10 acres of multi-family on the northeast corner of Greensborough Village to commercial and then the IO-acre tract on the southeast parcel will be multi-family.
7. No multi-family permits until the sewer permits have been approved by City Water & Light on the 10 acres.
8. Build the 55 plus community as designed by the concept presented.

**SECTION III:** All ordinances and parts of ordinances in conflict herewith are hereby repealed.

**SECTION IV:** 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: 4/8/25 Date Received: 3/17/25  
Meeting Deadline: 3/17/25 Case Number: RZ-25-08

### LOCATION:

Site Address: Greensboro Road, west of Canera Drive, Greensborough Village

Side of Street: Both between Canera Drive and Virgil Drive

Quarter: Northwest Section: 9 Township: 14 North Range: 4 East

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

### SITE INFORMATION:

Existing Zoning: R-1, Residential Proposed Zoning: TC-O, Town Center Over

Size of site (square feet and acres): 1,449,724 SF / 33.28 Ac. Street frontage (feet): 545'  
- Greensboro Rd

Existing Use of the Site: Vacant, Wooded

Character and adequacy of adjoining streets: Greensboro Road - asphalt (2 lanes )

Does public water serve the site? Yes

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

Does public sanitary sewer serve the site? No, Sewer Extension Required.

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

### Use of adjoining properties:

North Residential

South Residential and Town Center Overlay

East Town Center Overlay - Greensborough Village

West Residential

Physical characteristics of the site: Wooded

Characteristics of the neighborhood: Residential large lots, wooded areas, Greensborough Village

*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:*

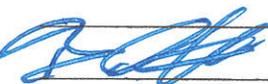
- (1). How was the property zoned when the current owner purchased it? Residential R-1
- (2). What is the purpose of the proposed rezoning? Why is the rezoning necessary? To allow development of residential housing for 55+ owners, which is not allowed within current zoning.
- (3). If rezoned, how would the property be developed and used? To develop a residential project.
- (4). What would be the density or intensity of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)? Single-Family Attached Housing
- (5). Is the proposed rezoning consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*? Yes. with the current uses of the neighborhood which includes both residences and commercial developments.
- (6). How would the proposed rezoning be the public interest and benefit the community? It would develop a property that has been vacant for a long period of time to provide a need to area residents.
- (7). How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area? Rezoning would be consistent with the current use and character of the area.
- (8). Are there substantial reasons why the property cannot be used in accordance with existing zoning? Current zoning is not compatible with the desire and much needed use for the property.
- (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. This rezoning should not adversely affect any of the above.
- (10). How long has the property remained vacant? Unknown.
- (11). What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services? The impact should be minimal.
- (12). If the rezoning is approved, when would development or redevelopment begin? Within the next 12 months.
- (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.* A neighborhood meeting has not been scheduled due to COVID-19. Meetings have not been done with neighbors.
- (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: Hammerhead Consulting & Development  
 Address: 3791 Highway 351  
 City, State: Jonesboro, AR ZIP 72405  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 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.*

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Jonesboro, AR 72401

Certified Mail Fee	\$4.85
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.73
<b>Total Postage and Fees</b>	<b>\$9.68</b>

Sent To

Street: JTOWN DEVELOPMENT GROUP LLC  
 301 W WASHINGTON AVE  
 City, State: JONESBORO AR 72401

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions



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Jonesboro, AR 72405

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Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.73
<b>Total Postage and Fees</b>	<b>\$9.68</b>

Sent To

Street: DONALD CHESHER  
 2006 PONDEROSA DR  
 City, State: JONESBORO AR 72405

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions



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Memphis, TN 38119

Certified Mail Fee	\$4.85
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.73
<b>Total Postage and Fees</b>	<b>\$9.68</b>

Sent To

Street: CHAPARRAL GREENSBOROUGH LLC  
 5545 MURRY AVE FLOOR 3  
 City, State: MEMPHIS TN 38119

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions



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Jonesboro, AR 72404

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Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.73
<b>Total Postage and Fees</b>	<b>\$9.68</b>

Sent To

Street: RALPH CHESHER  
 1603 ROLESAN LN  
 City, State: JONESBORO AR 72404

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions



9589 0710 5270 1698 9414 98

**U.S. Postal Service™**  
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For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

Jonesboro, AR 72405

Certified Mail Fee	\$4.85
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.73
<b>Total Postage and Fees</b>	<b>\$9.68</b>

Sent To

Street: HERBERT & MARY PIERCE  
 1013 PIERCE DR  
 City, State: JONESBORO AR 72405

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions



9589 0710 5270 1698 9414 40

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Jonesboro, AR 72405

Certified Mail Fee	\$4.85
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.73
<b>Total Postage and Fees</b>	<b>\$9.68</b>

Sent To

Street: PERRY & BRAD IVY  
 2912 GREENSBORO RD  
 City, State: JONESBORO AR 72405

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions



9589 0710 0225 869T 9415 11

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Jonesboro, AR 72405

Certified Mail Fee	\$4.85
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.73
<b>Total Postage and Fees</b>	<b>\$9.68</b>

Sent To  
 Street: JORDAN LIJENQUIST  
 2720 GREENSBORO RD  
 City, Sta: JONESBORO AR 72405

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions



9589 0710 0225 869T 9415 11

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Jonesboro, AR 72401

Certified Mail Fee	\$4.85
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.73
<b>Total Postage and Fees</b>	<b>\$9.68</b>

Sent To  
 Street: GREENSBORO INVESTMENTS LLC  
 2900 BROWNS LN  
 City, Stat: JONESBORO AR 72401

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions



9589 0710 0225 869T 9415 11

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For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

Jonesboro, AR 72401

Certified Mail Fee	\$4.85
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.73
<b>Total Postage and Fees</b>	<b>\$9.68</b>

Sent To  
 Street: GRANT MCDANIEL  
 1104 OAK MEADOW BLVD  
 City, Si: JONESBORO AR 72401

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions



ELECTRONIC RECORDING  
**2024R-011826**  
CERTIFICATE OF RECORD  
JONESBORO DISTRICT  
CRAIGHEAD COUNTY, ARKANSAS  
DAVID VAUGHN, CLERK & RECORDER  
07/02/2024 02:03:48 PM  
RECORDING FEE: 35.00  
PAGES: 5

**WARRANTY DEED  
(LLC)**

**KNOW ALL PERSONS BY THESE PRESENTS:**

THAT Stallcup Beta, LLC, an Arkansas limited liability company, hereinafter referred to as "Grantor," for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto Hammerhead Contracting & Development, LLC, an Arkansas limited liability company, hereinafter "Grantee," and unto Grantee's successors and assigns forever the following land, lying in Craighead County, Arkansas, to-wit:

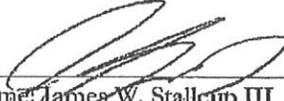
**SEE EXHIBIT A**

TO HAVE AND TO HOLD same unto Grantee, and unto Grantee's successors and assigns forever, with all appurtenances thereunto belonging. Also, Grantor hereby covenants with the said Grantee, that Grantor will forever warrant and defend the title to said lands against all claims.

WITNESS Grantor's hand(s) this the 15<sup>th</sup> day of July, 2024.

Prepared under the supervision of:  
Brian Blackman, PLC  
1450 E. Zion Road, Suite 7  
Fayetteville, AR 72703

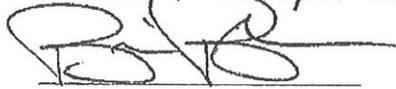
Stallcup Beta, LLC,  
an Arkansas limited liability company

By:   
Name: James W. Stallcup III  
Its: Manager

STATE OF ARKANSAS  
COUNTY OF WASHINGTON

BE IT REMEMBERED, that on this day came before me, the undersigned Notary Public, within and for the County aforesaid, duly commissioned and acting, James W. Stallcup III, who stated that he was the Manager of Stallcup Beta, LLC, an Arkansas limited liability company, and that he was to me well known (or satisfactorily proven) to be the duly authorized representative of the Grantor in the foregoing Deed, and acknowledged that he had executed the same for the consideration, uses, and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public on this 1st day of July, 20 24.

  
NOTARY PUBLIC

After recording return to:  
Brian Blackman, PLC  
1450 E. Zion Road, Suite 7  
Fayetteville, AR 72703



EXHIBIT A

TRACT 1:

A PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 4 EAST AND A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 4 EAST AFORESAID; THENCE SOUTH 89°35'0211 WEST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1,639.28 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°36'1211 WEST, DEPARTING FROM SAID NORTH LINE, A DISTANCE OF 1,975.21 FEET TO A POINT; THENCE NORTH 88°36'5711 WEST, A DISTANCE OF 30.00 FEET TO A POINT; THENCE SOUTH 53°58'1211 WEST, A DISTANCE OF 418.76 FEET TO A POINT; THENCE NORTH 34°16'4611 WEST, A DISTANCE OF 210.46 FEET TO A POINT; THENCE SOUTH 55°59'2411 WEST, A DISTANCE OF 417.62 FEET TO A POINT; THENCE SOUTH 55°43'14" WEST, A DISTANCE OF 208.70 FEET TO A POINT; THENCE SOUTH 34°16'4611 EAST, A DISTANCE OF 254.74 FEET TO A POINT; THENCE SOUTH 49°50'36" WEST, A DISTANCE OF 37.24 FEET TO A POINT LYING ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9; THENCE SOUTH 89°54'1311 WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 154.10 FEET TO A POINT BEING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 9; THENCE NORTH 01°00'5711 EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2,625.70 FEET TO A POINT BEING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 9 AND THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 4 AFORESAID; THENCE NORTH 01°26'0411 EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 47.10 FEET TO A POINT; THENCE NORTH 89°35'0211 EAST, PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9 AND DEPARTING FROM SAID WEST LINE, A DISTANCE OF 988.48 FEET TO A POINT; THENCE SOUTH 00°36'1211 WEST, A DISTANCE OF 47.08 FEET TO A POINT LYING ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9; THENCE NORTH 89°35'0211 EAST, ALONG SAID NORTH LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING. CONTAINING IN ALL 2,297,835 SQ. FT. OR 52.75 ACRES, MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

TRACT 2:

A PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 9, TOWNSHIP, 14 NORTH, RANGE 04 EAST; THENCE SOUTH 89°37'46" WEST, 660.58 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 03°07'57" EAST, 1276.65 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 12°52'32" EAST, 372.84 TO A CONCRETE MONUMENT FEET; THENCE SOUTH 00°28'57" WEST, 143.87 FEET TO A COTTON PICKER SPINDLE IN GREENSBORO

ROAD; THENCE MEANDERING WITH THE CENTERLINE OF GREENSBORO ROAD AS FOLLOWS: THENCE NORTH 60°57'07" EAST, 73.41 FEET; THENCE NORTH 60°12'47" EAST, 105.59 FEET; THENCE NORTH 59°40'18" EAST, 85.41 FEET; THENCE NORTH 61°31'38" EAST, 66.12 FEET; THENCE NORTH 63°52'09" EAST, 104.25 FEET; THENCE NORTH 66°04'32" EAST, 57.50 FEET; THENCE NORTH 67°46'36" EAST, 52.85 FEET TO A LAG BOLT; THENCE NORTH 00°58'40" EAST, LEAVING GREENSBORO ROAD, 1534.60 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 22.52 ACRES (980,836 SQ. FT.), MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

TRACT 3:

A PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 9, TOWNSHIP, 14 NORTH, RANGE 04 EAST; THENCE SOUTH 89°37'46" WEST, 660.58 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 03°07'57" EAST, 1276.65 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 12°52'32" EAST, 372.84 TO A CONCRETE MONUMENT FEET; THENCE SOUTH 00°28'57" WEST, 143.87 FEET TO A COTTON PICKER SPINDLE IN GREENSBORO ROAD, BEING THE POINT OF BEGINNING FOR TRACT 2; THENCE MEANDERING WITH THE CENTERLINE OF GREENSBORO ROAD AS FOLLOWS: THENCE NORTH 60°57'07" EAST, 73.41 FEET; THENCE NORTH 60°12'47" EAST, 105.59 FEET; THENCE NORTH 59°40'18" EAST, 85.41 FEET; THENCE NORTH 61°31'38" EAST, 66.12 FEET; THENCE NORTH 63°52'09" EAST, 104.25 FEET; THENCE NORTH 66°04'32" EAST, 57.50 FEET; THENCE NORTH 67°46'36" EAST, 52.85 FEET TO A LAG BOLT; THENCE SOUTH 00°58'40" WEST, LEAVING GREENSBORO ROAD, 1105.91 FEET TO A STATE MONUMENT; THENCE NORTH 89°55'18" WEST, 471.06 FEET TO A CROSSTIE FENCE CORNER; THENCE NORTH 00°28'57" EAST, 853.17 FEET THE POINT OF BEGINNING PROPER, CONTAINING 10.76 ACRES (468,888 SQ. FT.), MORE OR LESS.

ALL TRACTS SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY, AND PROTECTIVE COVENANTS OF RECORD. ALSO SUBJECT TO ALL OIL, GAS AND MINERAL RESERVATIONS OF RECORD.



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: 2024-1165

**Grantee:** HAMMERHEAD CONTRACTING & DEVELOPMENT, LLC  
**Mailing Address:** 534 S MAIN ST  
SULPHUR ROCK AR 725799766

**Grantor:** STALLCUP BETA, LLC  
**Mailing Address:** 260 E DAVIDSON ST  
FAYETTEVILLE AR 727013501

**Property Purchase Price:** \$870,000.00  
**Tax Amount:** \$2,871.00  
**County:** CRAIGHEAD  
**Date Issued:** 07/02/2024  
**Stamp ID:** 863565824

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): Professional Title As Agent

Grantee or Agent Name (signature): Kendra Gessett Date: 7-2-2024

Address: 534 S. Main St.

City/State/Zip: Sulphur Rock, AR 72579



April 3, 2025

Mr. Derrel Smith  
Planning Director  
City of Jonesboro  
300 South Church Street  
Jonesboro, AR 72401

Re: MAPC Request – Hammerhead Contracting – TC-O Request  
2800 & 2809 Greensboro Road  
Jonesboro, Arkansas

Dear Mr. Smith,

On behalf of Hammerhead Contracting & Development, LLC, we are requesting rezoning for property located at 2800 and 2809 Greensboro Road. The property would be rezoned under the Greensborough Village Design Standards – Town Center Overlay. According to the master plan for Greensborough Village, the area north of Greensboro Road is a single-family detached/attached design standard. The proposed rezone would follow this standard. The proposed rezone would also follow the amount of multi-family allowed within the development at no more than 30%. The total rezone acreage is 71.2 acres with 10.4 acres being multi-family – 15%.

Should you have any questions or require additional information, please contact me.

Respectfully submitted,

Brandon Holmes, Owner  
Hammerhead Contracting & Development

A handwritten signature in blue ink, appearing to read 'B. Holmes', written over a horizontal line.



**CITY OF JONESBORO  
MAPC PROPERTY OWNER NOTIFICATION**

The Metropolitan Area Planning Commission will hold a public hearing at the Municipal Building, 300 S. Church, Jonesboro, Arkansas, on:

**TUESDAY, April 8, 2025 AT 5:30 P.M.**

On the agenda for this meeting is a request to the Commission to approve a Zoning Request **on property within 200' of your property**. You have the opportunity to attend this meeting to voice your approval or disapproval if you wish. If you have information that you feel should be taken into consideration before a decision is rendered, you are encouraged to submit such information to the Commission. If the Commission renders a decision that you feel is unfair or unjust, you have the right to appeal the decision to City Council.

REQUEST BY: Hammerhead Contracting & Development LLC DATE: March 17, 2025

DESCRIPTION OF REQUESTED USE: From existing R-1, Single-Family Medium Density District To TC-O, Town Center Overlay District

LOCATION OF REQUESTED USE: Greensboro Road at Canera Drive

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

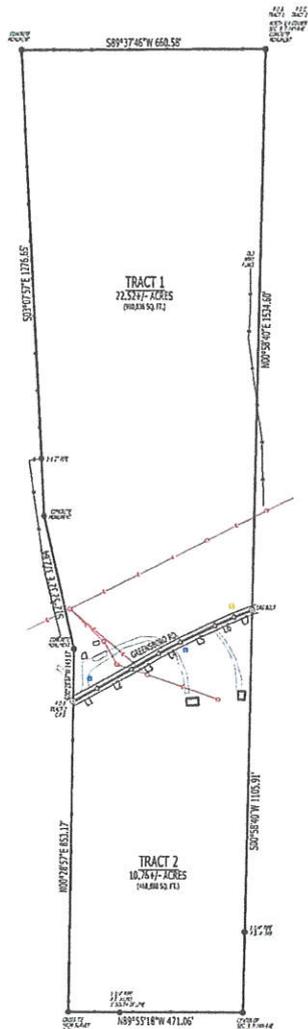
\_\_\_\_\_  
Printed Name of Property Owner within 200'

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

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



**LINE TABLE:**

LINE #	DIRECTION	LENGTH
01	N48°52'27"E	73.67'
02	N48°24'47"E	103.37'
03	N5°44'19"E	85.47'
04	N67°21'29"E	86.12'
05	N4°52'29"E	10.24'
06	N4°54'37"E	83.30'
07	N4°44'37"E	13.87'

- LEGEND:**
- ROAD MONUMENT (AS NOTED)
  - SET 1/2" BEARING W.P.S. 1709 CAP (OR AS NOTED)
  - △ COMPLETED POINT (NOT MONUMENTED)
  - UTILITY POLE
  - M WATER VALVE
  - W WATER METER
  - ◇ FIRE HYDRANT
  - SANITARY SEWER MANHOLE
  - TELECOMMUNICATIONS PEDESTAL
  - GAS METER
  - BOUNDARY LINE
  - - - BURNED ELECTRIC LINE
  - FENCE LINE



VICINITY MAP (N.T.S.)

**LEGAL DESCRIPTION TRACT-1:**

A PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CALDWELL COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 9, TOWNSHIP 14 NORTH, RANGE 04 EAST; THENCE SOUTH 89°27'40" WEST, 848.58 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 02°07'27" EAST, 173.64 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 12°52'27" EAST, 373.84 TO A CONCRETE MONUMENT FEET; THENCE SOUTH 62°28'37" WEST, 141.87 FEET TO A COTTON POLAR STAKE IN CALDWELL ROAD; THENCE MEASURING WITH THE CENTERLINE OF CALDWELL ROAD AS FOLLOWS: THENCE NORTH 62°37'57" EAST, 71.41 FEET; THENCE NORTH 69°12'47" EAST, 103.59 FEET; THENCE NORTH 5°44'19" EAST, 85.41 FEET; THENCE NORTH 67°13'39" EAST, 86.12 FEET; THENCE NORTH 63°12'09" EAST, 104.25 FEET; THENCE NORTH 64°47'22" EAST, 83.30 FEET; THENCE NORTH 4°44'37" EAST, 13.87 FEET TO A LAG BOLT; THENCE NORTH 02°58'47" EAST, LEAVING CALDWELL ROAD, 133.48 FEET TO THE POINT OF BEGINNING, CONTAINING 22.52 ACRES (20.165 SQ. FT.), MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

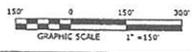
**LEGAL DESCRIPTION TRACT-2:**

A PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CALDWELL COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER CORNER OF SAID SECTION 9, TOWNSHIP 14 NORTH, RANGE 04 EAST; THENCE SOUTH 89°27'40" WEST, 848.58 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 02°07'27" EAST, 173.64 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 12°52'27" EAST, 373.84 TO A CONCRETE MONUMENT FEET; THENCE SOUTH 02°07'27" WEST, 141.87 FEET TO A COTTON POLAR STAKE IN CALDWELL ROAD, BEING THE POINT OF BEGINNING FOR TRACT 2; THENCE MEASURING WITH THE CENTERLINE OF CALDWELL ROAD AS FOLLOWS: THENCE NORTH 62°37'57" EAST, 71.41 FEET; THENCE NORTH 69°12'47" EAST, 103.59 FEET; THENCE NORTH 5°44'19" EAST, 85.41 FEET; THENCE NORTH 67°13'39" EAST, 86.12 FEET; THENCE NORTH 63°12'09" EAST, 104.25 FEET; THENCE NORTH 64°47'22" EAST, 83.30 FEET; THENCE NORTH 4°44'37" EAST, 13.87 FEET TO A LAG BOLT; THENCE SOUTH 69°18'40" WEST, LEAVING CALDWELL ROAD, 115.81 FEET TO A STATE MONUMENT; THENCE NORTH 67°13'39" WEST, 471.26 FEET TO A CROSS-TIE FENCE CORNER; THENCE NORTH 02°07'27" EAST, 83.17 FEET TO THE POINT OF BEGINNING, CONTAINING 10.76 ACRES (104.888 SQ. FT.), MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

**SURVEYOR'S CERTIFICATION:**

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



READING BASED ON ARKANSAS STATE PLANE GRID NORTH ZONE (1217)

**BOUNDARY SURVEY**  
**CLIENT: GW HARPOLE HOLDINGS, LLC**  
 JONESBORO, CALDWELL COUNTY, ARKANSAS

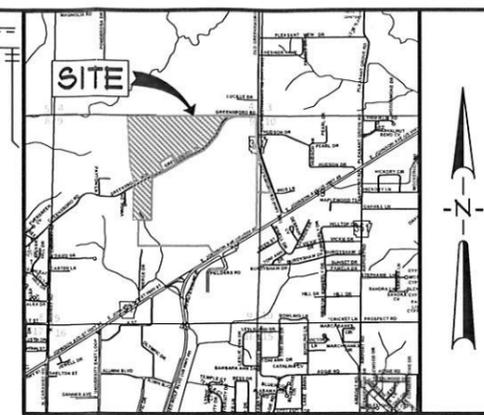
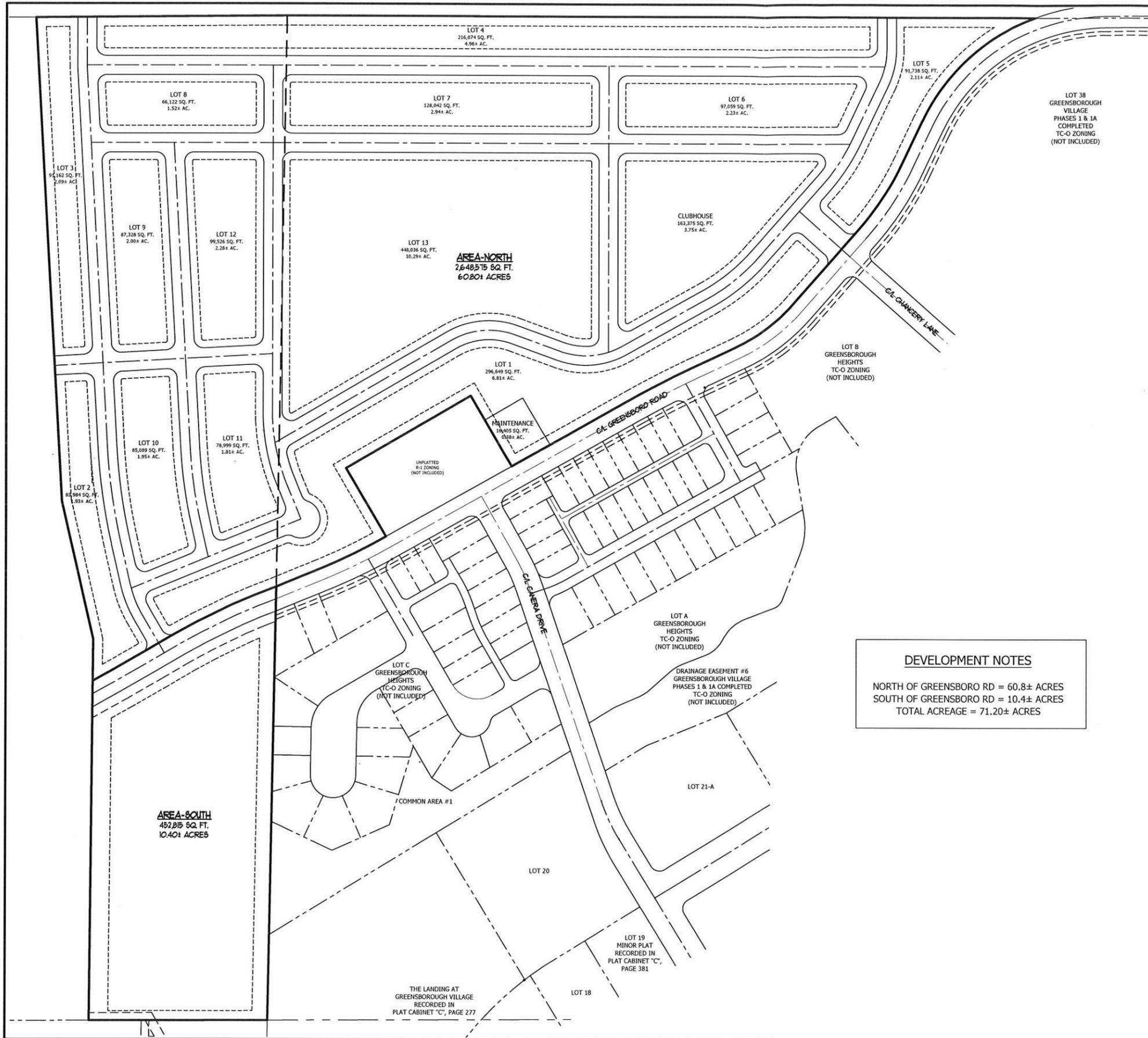
**COMPASS SURVEYING & MAPPING, LLC**  
 3712 E. WASHINGTON  
 JONESBORO, AR 72403  
 PHONE: 870-932-1111  
 FAX: 870-932-1112  
 DATE: 08/21/2024  
 TIME: 10:00 AM  
 PROJECT: BOUNDARY SURVEY



COMPASS SURVEYING & MAPPING, LLC  
 ARKANSAS - 3616



MICHAEL J. WENZEL  
 ARKANSAS - P.L. 1709  
 800-899-0000-00-10-10-1709



VICINITY SKETCH  
NOT TO SCALE



**LEGEND**

- BOUNDARY LINE
- - - ADJACENT RIGHT-OF-WAY LINE
- - - ADJACENT LOT LINE
- - - SETBACK LINE

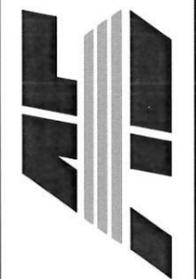
**GENERAL NOTES**

1. THIS DRAWING WAS PREPARED FOR HAMMERHEAD CONTRACTING.
2. THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY AND IS FOR INFORMATION PURPOSES ONLY.

**DEVELOPMENT NOTES**  
 NORTH OF GREENSBORO RD = 60.8± ACRES  
 SOUTH OF GREENSBORO RD = 10.4± ACRES  
 TOTAL ACREAGE = 71.20± ACRES

**HAMMERHEAD CONTRACTING**  
 GREENSBOROUGH DEVELOPMENT  
 NORTH OF GREENSBORO ROAD  
 JONESBORO, ARKANSAS

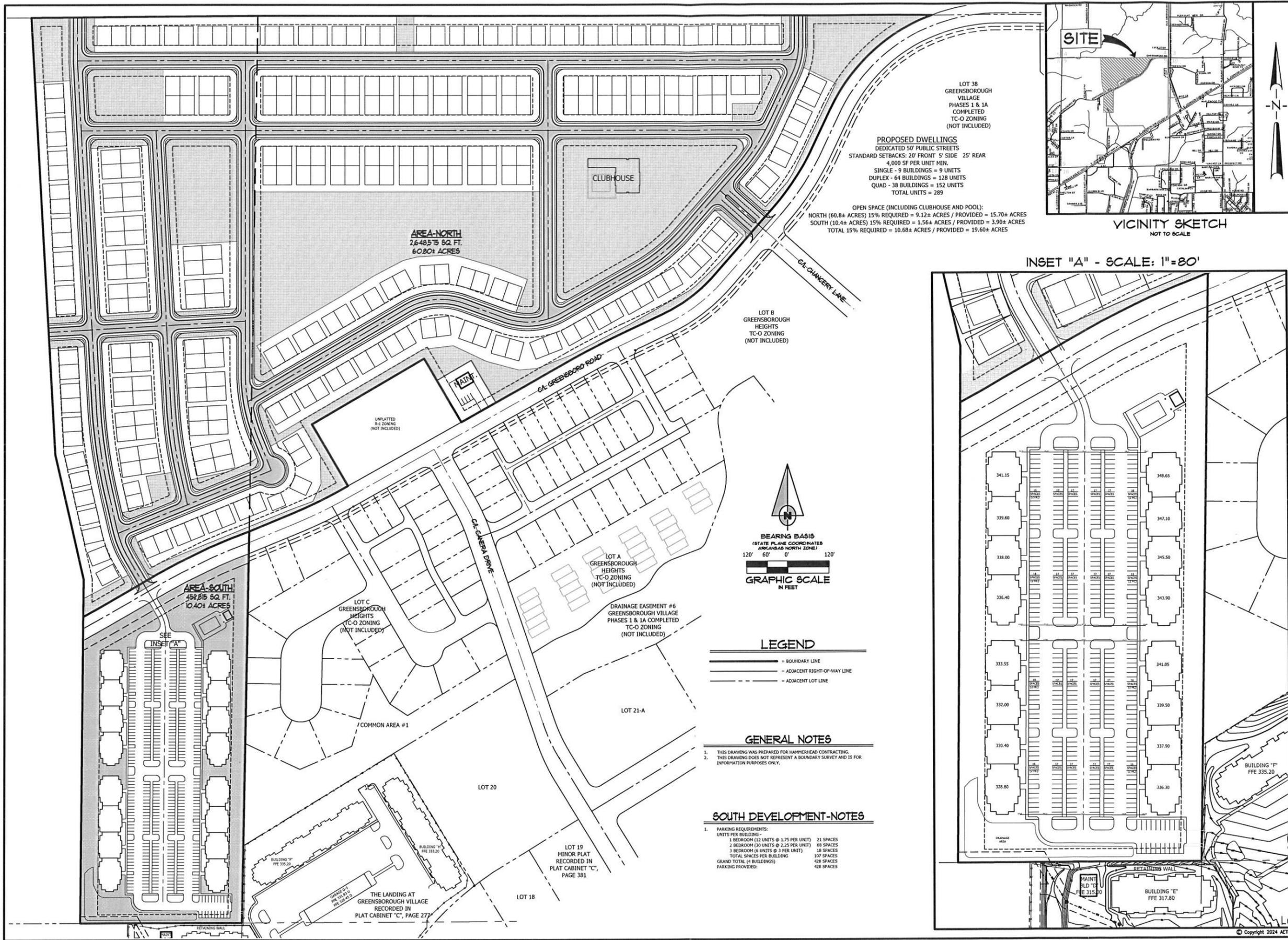
**ASSOCIATED ENGINEERING, LLC**  
 CIVIL ENGINEERING • LAND SURVEYING  
 LAND PLANNING  
 103 SOUTH CHURCH STREET • P.O. BOX 1462  
 JONESBORO, AR 72403  
 PH: 870-932-3594 • FAX: 870-935-1263



NO.	DESCRIPTION	DATE

**PLAT SKETCH**

DATE: 03/17/2025	DRAWN: CCH
CADD FILE: 24155-CSDP-17	CHECKED: JHE
DWG# 0414091.000X	SHEET
SCALE: 1" = 120'	1 OF 2



**HAMMERHEAD CONTRACTING**  
GREENSBOROUGH DEVELOPMENT  
NORTH OF GREENSBORO ROAD  
JONESBORO, ARKANSAS

**ASSOCIATED ENGINEERING, LLC**  
CIVIL ENGINEERING • LAND SURVEYING  
LAND PLANNING  
103 SOUTH CHURCH STREET • P.O. BOX 1462  
JONESBORO, AR 72403  
PH: 870-932-3554 • FAX: 870-935-1263



NO.	DESCRIPTION	DATE

**CONCEPTUAL LAYOUT**

DATE: 03/17/2025	DRAWN: CCH
CADD FILE: 24155-CSDP-1T	CHECKED: JME
DUSA: 0414091.000X	SHEET
SCALE: 1"=120'	2 OF 2

***City of Jonesboro Metropolitan Area Planning Commission***  
**Staff Report – RZ 25-08, 2800 & 2809 Greensboro Road**  
**300 S. Church Street/Municipal Center**  
***For Consideration by Planning Commission on April 8, 2025***

**REQUEST:** To consider a rezoning of two tracts of land containing 33.28+/- acres

**PURPOSE:** A request to consider recommendation to Council for a rezoning from “R-1”, single family medium density district, to “TC-O”, town center overlay.

**APPLICANT:** Hammerhead Contracting & Development LLC, 3791 Hwy 351, Jonesboro, AR, 72405

**OWNER:** Same

**LOCATION:** 2800 & 2809 Greensboro Road

**SITE DESCRIPTION:** **Tract Size:** Approx. 33.28 Acres  
**Street Frontage:** Approx. 545 ft. (each lot) on Greensboro Road

**Existing Development:** Vacant/Wooded

**SURROUNDING CONDITIONS:**

<b>ZONE</b>	<b>LAND USE</b>
<b>North</b>	<b>R-1 – Vacant</b>
<b>South</b>	<b>TC-O – Greensborough Village</b>
<b>East</b>	<b>TC-O – Greensborough Village</b>
<b>West</b>	<b>R-1 –Residential</b>

**HISTORY:** Vacant

## 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 **Low Intensity** (2800 Greensboro Rd) and **High Intensity** (2809 Greensboro Rd) Growth Sectors.

**Low Intensity** - Low intensity uses take place in areas where transportation arteries are fewer and services like sewer are more sparse. Additionally, many Jonesboro residents have moved to areas of low intensity development because they like it that way, so that one of the major intents of this sector is to preserve the more laid-back feel to residential life. As a result, limited commercial development, primarily at the crossroads of arterials and collectors, is allowed. Where commercial development is allowed, it should be of higher quality construction materials and design. Also, limits on hours of operation, lighting standards, screening from residential uses, etc. are appropriate.

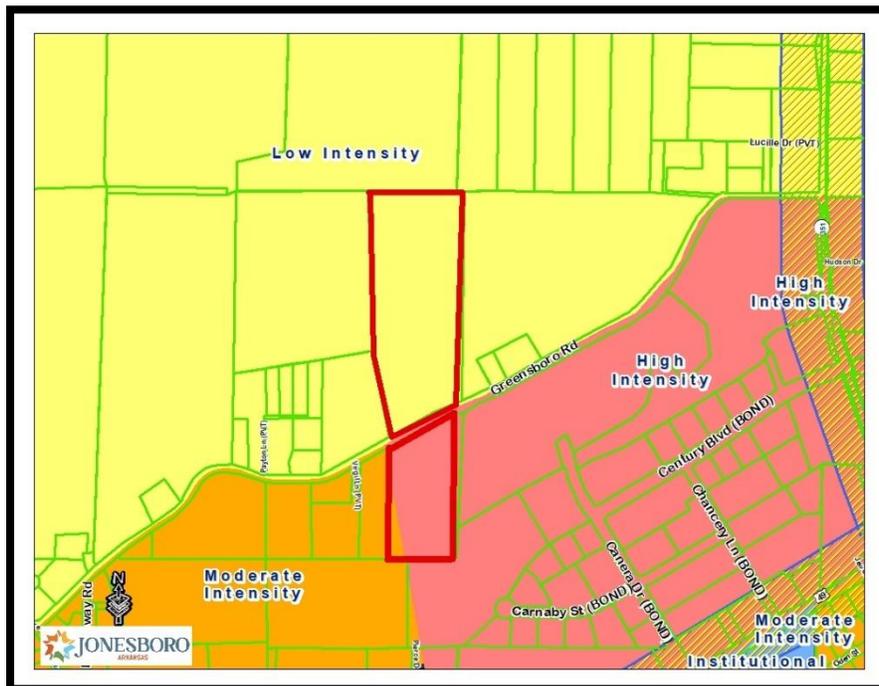
### **Typical Land Uses:**

- Moderate to large lot single family residential developments Neighborhood markets
- Neighborhood convenience stores
- Neighborhood services (dry cleaners, carwashes, small banks) Senior Living Centers/Nursing Homes, etc.
- Stable

**Density:** Single Family Residential on 1/5 to 5 acre lots

**Height:** 40 feet

**Traffic:** Approximately 100 peak hour trips (Commercial Only)



**High Intensity** - A wide range of land uses is appropriate in the high intensity zone, from multi-family to fast food to Class A office space to outdoor display/highway oriented businesses like automotive dealerships, because they will be located in areas where sewer service is readily available and transportation facilities are equipped to handle the traffic.

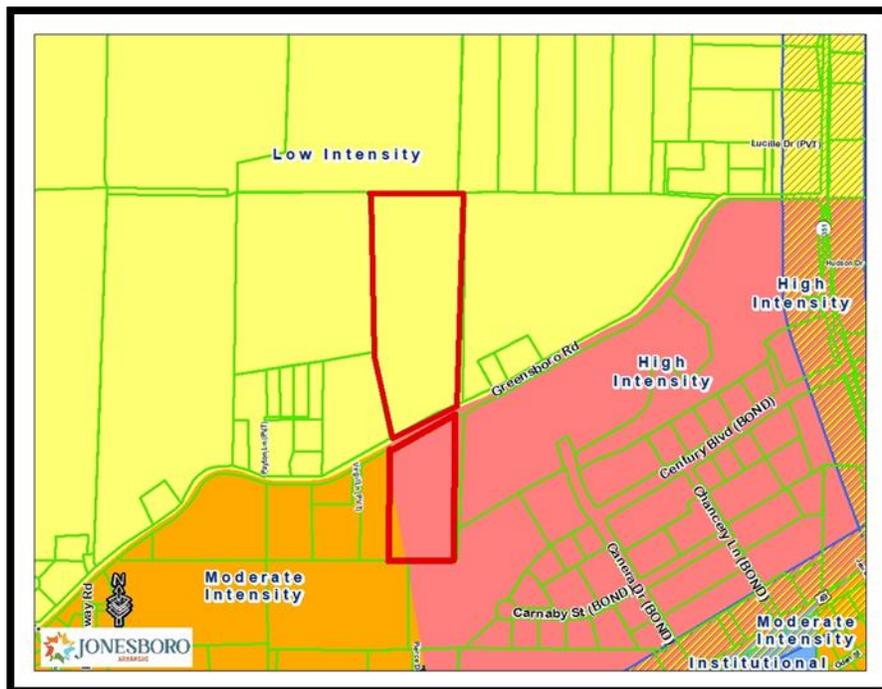
**Typical Land Uses:**

- Regional Shopping Centers
- Automotive Dealerships
- Outdoor Display Retail
- Fast Food Restaurants
- Multi-family
- Service Stations
- Commercial and Office
- Call Centers
- Research and Development
- Medical
- Banks
- Big Box Commercial
- Hotel
- 

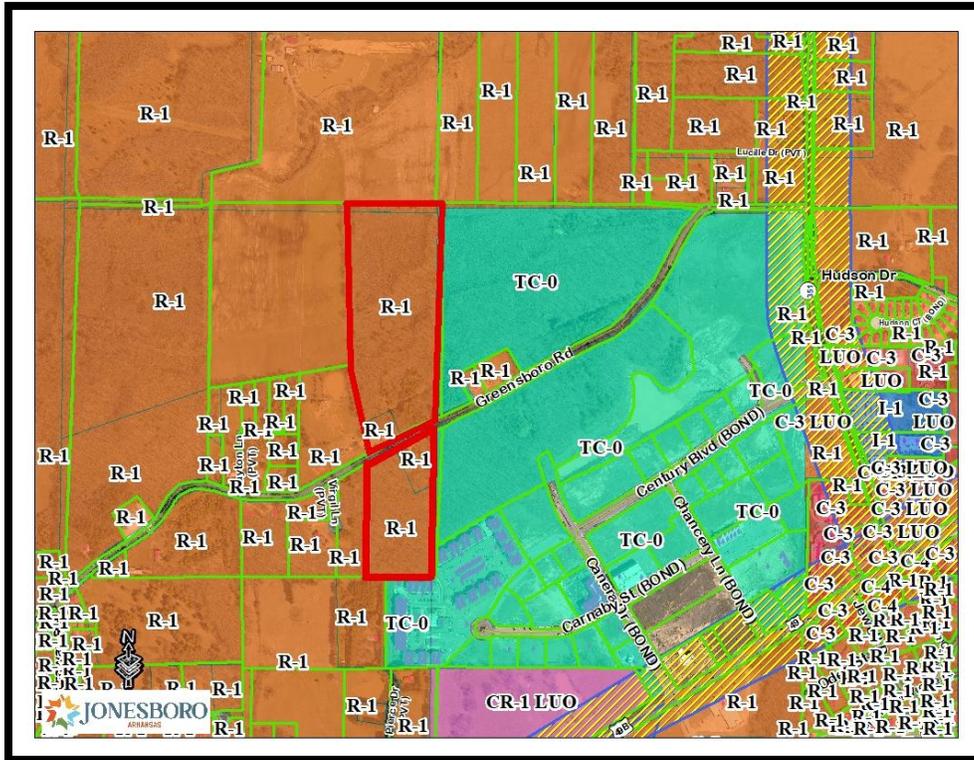
**Density:** Multi-family 8-14 Dwelling Units per acre

**Height:** 150 feet

**Traffic:** This will be located along arterial streets with high traffic volume.



*Land Use Map*



*Zoning Map*

**Master Street Plan/Transportation**

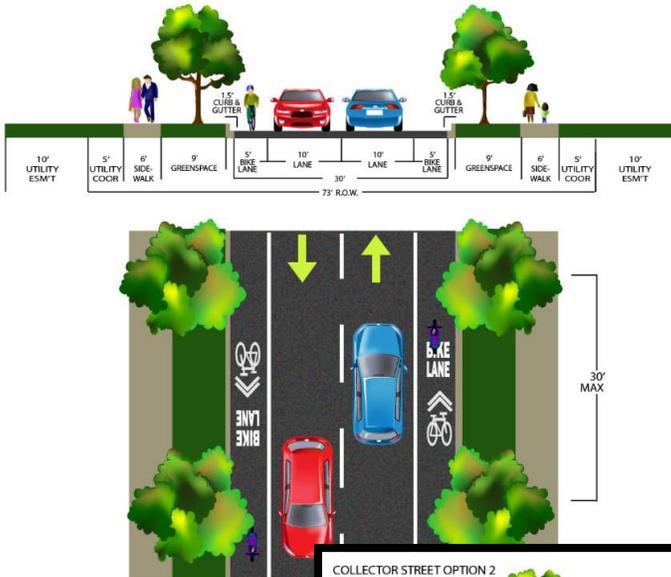
The subject property will be served by Greensboro Road. The Master Street Plan classifies this road as a Collector.

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

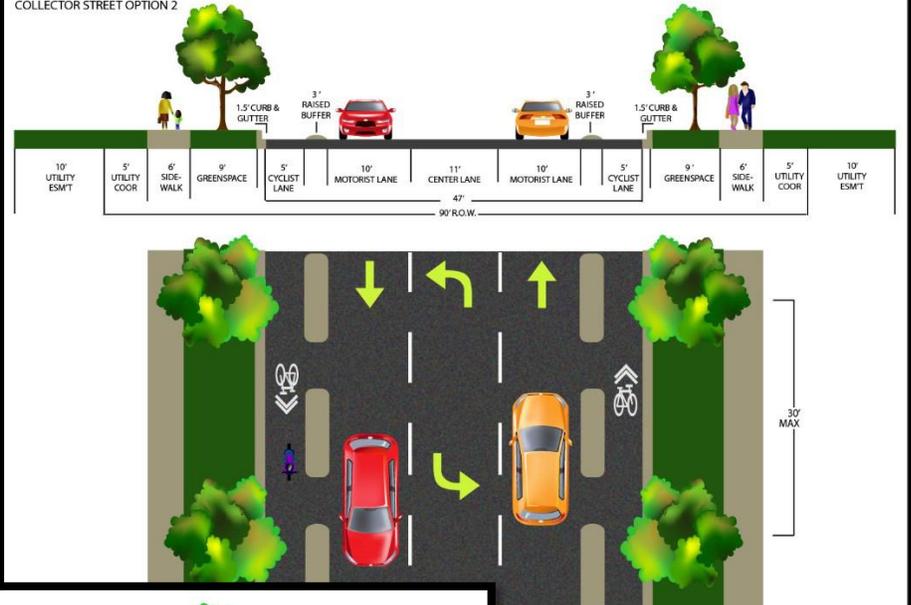
**FUNCTION:** A Collector Street is the traffic connection from Local Streets to Arterials, with the secondary function of providing access to adjoining property. The Collector system should not be continuous but should direct traffic to Arterials. This class of road is generally at a spacing of a quarter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

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

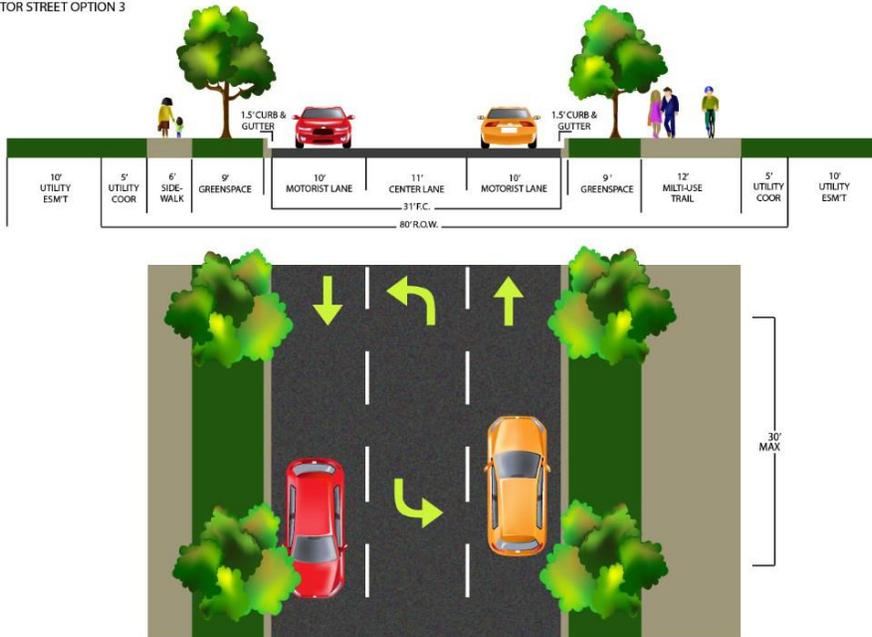
COLLECTOR STREET OPTION 1  
VPD > 3,000



COLLECTOR STREET OPTION 2



COLLECTOR STREET OPTION 3



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

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

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

## Staff Findings:

### Applicant's Purpose

The proposed area is currently classified as "R-1" single family medium density. The applicant is applying for a rezoning to allow a town center overlay at this location.

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

### Chapter 117 of the City Code of Ordinances/Zoning defines TC-O as follows:

TC-O—*Town center overlay district.*

(1) *General purpose.* The purpose of the TC-O, town center overlay district, is to promote the development of a pedestrian oriented, mixed use district in which a variety of complementary retail, commercial, office, civic, and residential uses are permitted. The intent of the TC-O regulations are to:

- a. Preserve, enhance, or create many forms of publicly accessible open space, such as parks, plazas, water features, tree-lined streets and community gathering areas.
- b. Create a compact concentration of land uses within each development through multiple uses in a single building, or in the same general area.
- c. Encourage a sense of place through street level activity by allowing the imaginative and efficient utilization of land and to develop a sense of community by promoting year-round pedestrian and outdoor activities at the street level.
- d. Reduce the dependence upon and dominance of the automobile through street design, shared parking, pedestrian scaled buildings and pedestrian pathways and spaces.
- e. Achieve a unique aesthetic design through high quality architecture and construction with attention to placement, relationship and orientation of structures to provide a greater compatibility with surrounding land uses.

### 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 24-15 a request to rezone property “R-1”, single family medium density, to “TC-O” town center overlay; the following conditions are recommended:

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

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

\*\*\*\*\*

**Sample Motion:**

I move that we place Case: RZ 25-08 on the floor for consideration of recommendation by MAPC to the City Council with the noted conditions, and we, the MAPC find that to rezone property from “R-1”, single family medium density, to “TC-O” town center overlay, will be compatible and suitable with the zoning, uses, and character of the surrounding area.

OFFICIAL RECEIPT

Receipt Date 06/12/2025 09:43 AM  
Receipt Print Date 06/12/2025

Receipt # 00262769  
Batch # 00012.06.2025

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 486.00

Detail:  
01-000-0150-00  
Proof of Publication Rezone 486.00

-----  
Total 486.00

Payment Information:  
Check 4812 486.00  
Change 0.00

Hammerhead Contracting  
Customer #: 000000

Cashier: ALCooksey  
Station: ALCOOKSEY



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: ORD-25:012

**Agenda Date:**

**Version:** 1

**Status:** Second Reading

**In Control:** Public Safety Council Committee

**File Type:** Ordinance

AN ORDINANCE TO THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS

NOW 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:

Section 1:

**ESTABLISH 25 MPH SPEED LIMIT AT THE FOLLOWING LOCATION:**

Oakdale Street (Matthews to Nettleton)

Gloucester Drive

Gloucester Close

Slimbridge Drive

Cater Drive

Smithfield Drive

Laura Lea

Mockernut Lane

Minga Lane

**INSTALL STOP SIGNS AT THE FOLLOWING LOCATIONS:**

On Court Street at Manila Street

On Boydston Street at Manila Street

On East Street at Monroe Ave

On Walnut Street at Cherry Street

Section 2:

**REPEAL ANY PART OF ORDINANCES 58:1776, 69:2612, 62:2752, 58:1776 and 58:1768 that are in conflict with this ordinance.**



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: ORD-25:015

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**Agenda Date:**

**Version:** 1

**Status:** Second Reading

**In Control:** Public Safety Council Committee

**File Type:** Ordinance

AN ORDINANCE TO 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 25 MPH SPEED LIMIT AT THE FOLLOWING LOCATIONS:**

Dalton Farmer Drive  
Fox Road  
Silverstone Drive  
Copperstone Drive  
Whitestone Drive  
Orval Orlan Drive

**INSTALL STOP SIGNS AT THE FOLLOWING LOCATIONS:**

An all-way stop at Rains and East Oak Avenue  
On Antosh Circle at Colony Drive  
On Charleston at Brookstone  
On Silverstone at Brookstone  
on Copperstone at Brookstone  
On Copperstone at Whitestone



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: ORD-25:017

**Agenda Date:**

**Version:** 1

**Status:** Second Reading

**In Control:** City Council

**File Type:** Ordinance

AN ORDINANCE TO VACATE AND ABANDON AN ALLEY LOCATED IN BLOCK 3 OF KNIGHT'S FIRST ADDITION TO THE CITY OF JONESBORO, ARKANSAS

A PART OF BLOCK 3 OF KNIGHT'S FIRST ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 3 AFORESAID; THENCE NORTH 00° 49' 10" EAST, ALONG THE EAST RIGHT-OF-WAY OF MADISON STREET, 145.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY NORTH 00° 49' 10" EAST, 8.91 FEET; THENCE NORTH 89° 52' 28" EAST, LEAVING SAID RIGHT-OF-WAY, 100.75 FEET; THENCE NORTH 00° 48' 39" EAST, 1.44 FEET; THENCE SOUTH 88° 58' 53" EAST, 49.34 FEET; THENCE SOUTH 00° 08' 49" WEST, 12.14 FEET; THENCE NORTH 89° 03' 51" WEST, 49.80 FEET; THENCE NORTH 00° 49' 10" EAST, 1.77 FEET; THENCE SOUTH 89° 55' 43" WEST, 100.42 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 0.035 ACRES (1,504 SQUARE FEET) MORE OR LESS AND BEING SUBJECT TO ALL RESERVATIONS, RESTRICTIONS, RIGHTS-OF-WAYS, EASEMENTS AND ALL OTHER MATTERS OF FACT RECORDED OR UNRECORDED.

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

SECTION ONE: Subject to the Effective Date stated in Section Two, the City of Jonesboro, Arkansas, hereby releases, vacates and abandons all of its rights, together with the rights of the public generally, in and to the alley located in Block 3 of Knight's First Addition to the City of Jonesboro, Arkansas, as follows:

A PART OF BLOCK 3 OF KNIGHT'S FIRST ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 3 AFORESAID; THENCE NORTH 00° 49' 10" EAST, ALONG THE EAST RIGHT-OF-WAY OF MADISON STREET, 145.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY NORTH 00° 49' 10" EAST, 8.91 FEET; THENCE NORTH 89° 52' 28"

EAST, LEAVING SAID RIGHT-OF-WAY, 100.75 FEET; THENCE NORTH 00° 48' 39" EAST, 1.44 FEET; THENCE SOUTH 88° 58' 53" EAST, 49.34 FEET; THENCE SOUTH 00° 08' 49" WEST, 12.14 FEET; THENCE NORTH 89° 03' 51" WEST, 49.80 FEET; THENCE NORTH 00° 49' 10" EAST, 1.77 FEET; THENCE SOUTH 89° 55' 43" WEST, 100.42 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 0.035 ACRES (1,504 SQUARE FEET) MORE OR LESS AND BEING SUBJECT TO ALL RESERVATIONS, RESTRICTIONS, RIGHTS-OF-WAYS, EASEMENTS AND ALL OTHER MATTERS OF FACT RECORDED OR UNRECORDED.

SECTION TWO: This Ordinance shall go into effect upon the recording of a private easement in favor of City Water & Light to accommodate an existing sewer main in the said alley (the "Effective Date")

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

April 24, 2025

Casey Rickey, Manager, ROW  
AT&T Arkansas  
723 S. Church.  
Jonesboro, AR 72401  
[CR886S@att.com](mailto:CR886S@att.com)

**Via Email Only**

Re: Alley Abandonment

Dear Mr. Rickey:

On behalf of First United Methodist Church, Jonesboro, Arkansas, we are requesting approval for the abandonment of an alley located in block 3 of Knight's First Addition to the City of Jonesboro, Arkansas, as shown on the attached drawing. The alley we are requesting to abandon is legally described as follows:

A PART OF BLOCK 3 OF KNIGHT'S FIRST ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

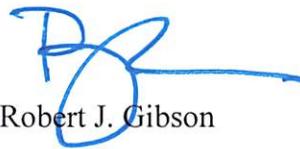
COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 3 AFORESAID; THENCE NORTH 00° 49' 10" EAST, ALONG THE EAST RIGHT-OF-WAY OF MADISON STREET, 145.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY NORTH 00° 49' 10" EAST, 8.91 FEET; THENCE NORTH 89° 52' 28" EAST, LEAVING SAID RIGHT-OF-WAY, 100.75 FEET; THENCE NORTH 00° 48' 39" EAST, 1.44 FEET; THENCE SOUTH 88° 58' 53" EAST, 49.34 FEET; THENCE SOUTH 00° 08' 49" WEST, 12.14 FEET; THENCE NORTH 89° 03' 51" WEST, 49.80 FEET; THENCE NORTH 00° 49' 10" EAST, 1.77 FEET; THENCE SOUTH 89° 55' 43" WEST, 100.42 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 0.035 ACRES (1,504 SQUARE FEET) MORE OR LESS AND BEING SUBJECT TO ALL RESERVATIONS, RESTRICTIONS, RIGHTS-OF-WAYS, EASEMENTS AND ALL OTHER MATTERS OF FACT RECORDED OR UNRECORDED.

*AT&T Arkansas*  
*April 24, 2025*  
*Page 2 of 2*

Please contact me if you have any questions or comments regarding this request. My telephone number is (870) 520-6461.

Sincerely,

THE GIBSON FIRM

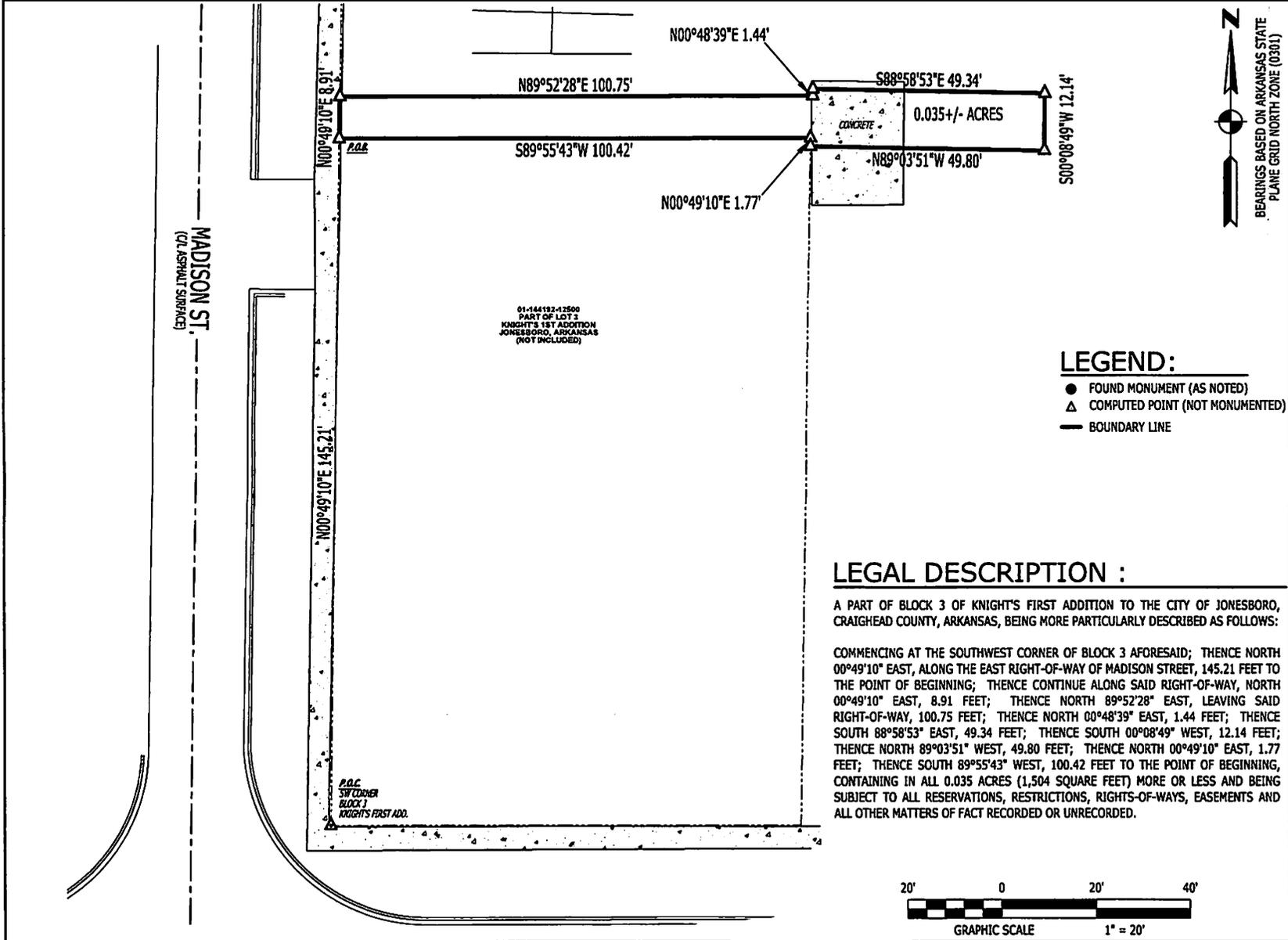
A handwritten signature in blue ink, appearing to be 'R. Gibson', with a long horizontal line extending to the right.

Robert J. Gibson

RJG/bb  
Enclosure

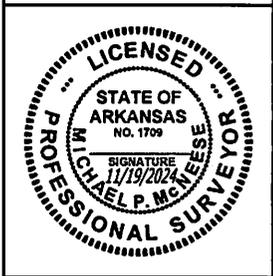
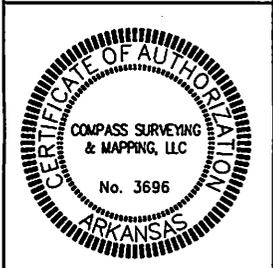
I, Casey Rickey (print name), concur in the abandonment of the alley located in Block 3 of Knight's First Addition to the City of Jonesboro, Arkansas.

Casey Rickey  
Casey Rickey (signature)  
AT&T Arkansas, Manager, ROW



**COMPASS SURVEYING & MAPPING, LLC**  
 2713 E. NETTLETON JONESBORO, AR 72401 870-565-6522

**LEGAL DEPICTION**  
 CLIENT: FUMC  
 PART OF BLOCK 3 OF KNIGHT'S FIRST ADDITION JONESBORO, CRAIGHEAD COUNTY, ARKANSAS



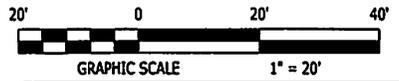
DRAWING INFO	
DRAWN BY: MPH	SCALE: 1" = 20'
DATE: 11/19/2024	JOB NO: FUMC
REVISIONS	

- LEGEND:**
- FOUND MONUMENT (AS NOTED)
  - ▲ COMPUTED POINT (NOT MONUMENTED)
  - BOUNDARY LINE

**LEGAL DESCRIPTION :**

A PART OF BLOCK 3 OF KNIGHT'S FIRST ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 3 AFORESAID; THENCE NORTH 00°49'10" EAST, ALONG THE EAST RIGHT-OF-WAY OF MADISON STREET, 145.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY, NORTH 00°49'10" EAST, 8.91 FEET; THENCE NORTH 89°52'28" EAST, LEAVING SAID RIGHT-OF-WAY, 100.75 FEET; THENCE NORTH 00°48'39" EAST, 1.44 FEET; THENCE SOUTH 88°58'53" EAST, 49.34 FEET; THENCE SOUTH 00°08'49" WEST, 12.14 FEET; THENCE NORTH 89°03'51" WEST, 49.80 FEET; THENCE NORTH 00°49'10" EAST, 1.77 FEET; THENCE SOUTH 89°55'43" WEST, 100.42 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 0.035 ACRES (1,504 SQUARE FEET) MORE OR LESS AND BEING SUBJECT TO ALL RESERVATIONS, RESTRICTIONS, RIGHTS-OF-WAYS, EASEMENTS AND ALL OTHER MATTERS OF FACT RECORDED OR UNRECORDED.



01-144192-42500  
 PART OF LOT 2  
 KNIGHT'S 1ST ADDITION  
 JONESBORO, ARKANSAS  
 (NOT INCLUDED)

P.O.C.  
 SW CORNER  
 BLOCK 3  
 KNIGHT'S FIRST ADD.

MADISON ST.  
 (GL ASPHALT SURFACE)



**UTILITY RELEASE FORM**

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

Utility Company: Summit Utilities Arkansas, Inc. Date: 4/28/2025

Requested Abandonment: Alley Abandonment

Legal Description:

A PART OF BLOCK 3 OF KNIGHT'S FIRST ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 3 AFORESAID; THENCE NORTH 00° 49' 10" EAST, ALONG THE EAST RIGHT-OF-WAY OF MADISON STREET, 145.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY NORTH 00° 49' 10" EAST, 8.91 FEET; THENCE NORTH 89° 52' 28" EAST, LEAVING SAID RIGHT-OF-WAY, 100.75 FEET; THENCE NORTH 00° 48' 39" EAST, 1.44 FEET; THENCE SOUTH 88° 58' 53" EAST, 49.34 FEET; THENCE SOUTH 00° 08' 49" WEST, 12.14 FEET; THENCE NORTH 89° 03' 51" WEST, 49.80 FEET; THENCE NORTH 00° 49' 10" EAST, 1.77 FEET; THENCE SOUTH 89° 55' 43" WEST, 100.42 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 0.035 ACRES (1,504 SQUARE FEET) MORE OR LESS AND BEING SUBJECT TO ALL RESERVATIONS, RESTRICTIONS, RIGHTS-OF-WAYS, EASEMENTS AND ALL OTHER MATTERS OF FACT RECORDED OR UNRECORDED.

UTILITY COMPANY COMMENTS:

No objections to the abandonment(s) described above.

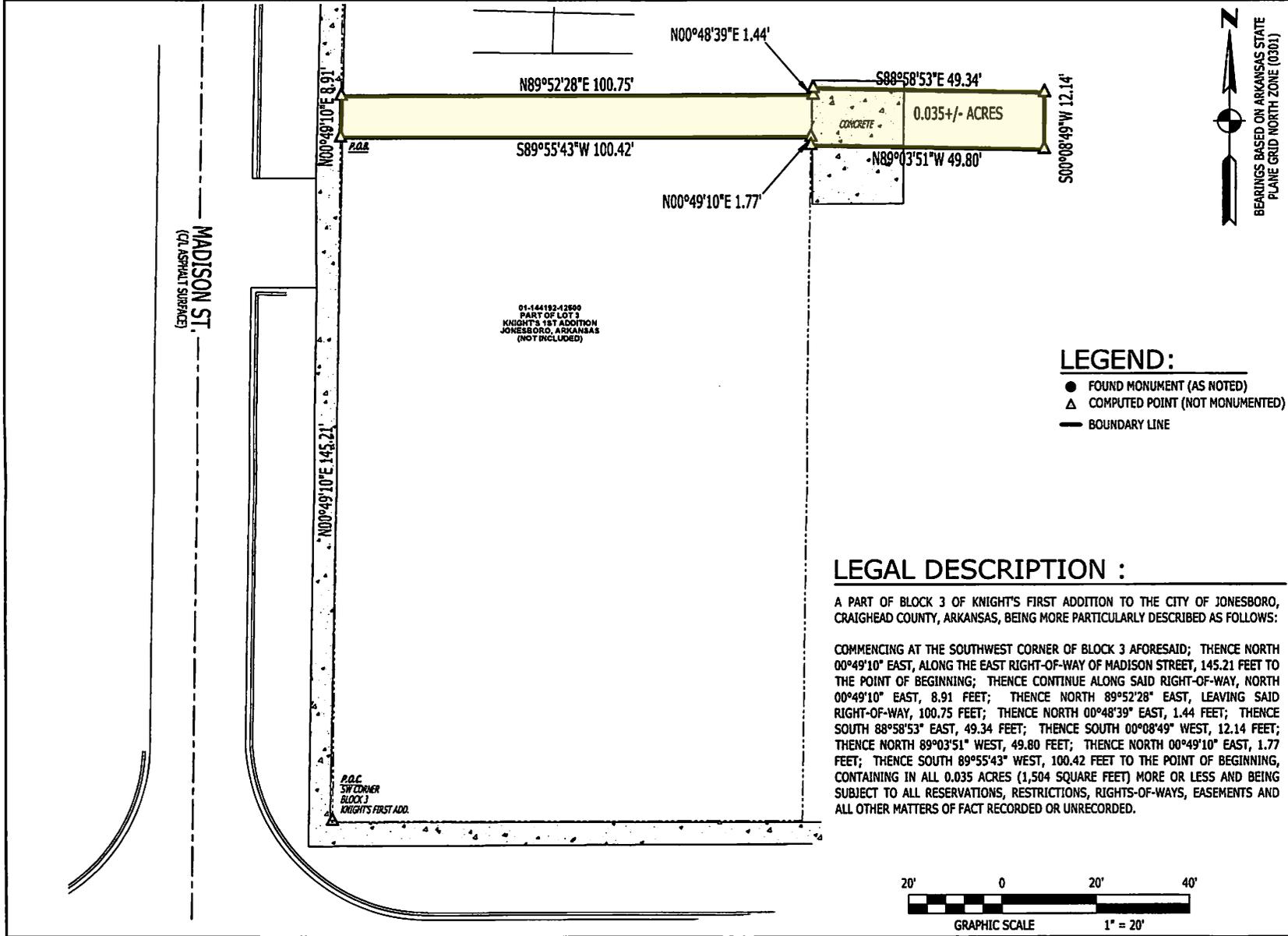
No objections to the abandonment (s) described above, provided the following easements are retained (Exhibit A).

Objects to the abandonment(s) described above, reason described below.

Described reasons for objection or easements to be retained.

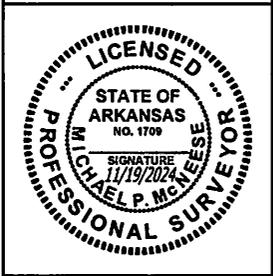
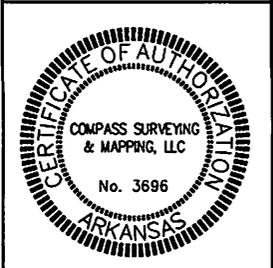
Grace Hohnbaum  
Signature of Utility Company Representative

Engineer  
Title



**COMPASS SURVEYING & MAPPING, LLC**  
 2713 E. HETTLICH JONESBORO, AR 72401 870-565-6522

**LEGAL DEPICTION**  
 CLIENT: FUMC  
 PART OF BLOCK 3 OF KNIGHT'S FIRST ADDITION  
 JONESBORO, CRAIGHEAD COUNTY, ARKANSAS



**LEGEND:**  
 ● FOUND MONUMENT (AS NOTED)  
 ▲ COMPUTED POINT (NOT MONUMENTED)  
 — BOUNDARY LINE

**LEGAL DESCRIPTION :**  
 A PART OF BLOCK 3 OF KNIGHT'S FIRST ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 3 AFORESAID; THENCE NORTH 00°49'10" EAST, ALONG THE EAST RIGHT-OF-WAY OF MADISON STREET, 145.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY, NORTH 00°49'10" EAST, 8.91 FEET; THENCE NORTH 89°52'28" EAST, LEAVING SAID RIGHT-OF-WAY, 100.75 FEET; THENCE NORTH 00°48'39" EAST, 1.44 FEET; THENCE SOUTH 88°58'53" EAST, 49.34 FEET; THENCE SOUTH 00°08'49" WEST, 12.14 FEET; THENCE NORTH 89°03'51" WEST, 49.80 FEET; THENCE NORTH 00°49'10" EAST, 1.77 FEET; THENCE SOUTH 89°55'43" WEST, 100.42 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 0.035 ACRES (1,504 SQUARE FEET) MORE OR LESS AND BEING SUBJECT TO ALL RESERVATIONS, RESTRICTIONS, RIGHTS-OF-WAYS, EASEMENTS AND ALL OTHER MATTERS OF FACT RECORDED OR UNRECORDED.

DRAWING INFO	
DRAWN BY: MPH	SCALE: 1" = 20'
DATE: 11/19/2024	JOB NO: FUMC
REVISIONS	

**From:** [Doug Williams](#)  
**To:** [Brook Boatman](#)  
**Cc:** [Robert Gibson](#)  
**Subject:** Re: First United Methodist Church, Jonesboro, Arkansas - Alley Abandonment  
**Date:** Monday, April 28, 2025 10:16:38 AM  
**Attachments:** [Outlook-Graphical .png](#)  
[Outlook-ywido2e.png](#)

---

Good morning,

Craighead Electric and 3E8 Broadband Solutions DBA **empower** Delivered by Craighead Electric do not have infrastructure in this area.

Thank you,

## Doug Williams

Fiber Plant Coordinator  
4314 Stadium Blvd.  
Jonesboro, AR 72404  
870.476.0803



---

**From:** Brook Boatman <bboatman@gibsonfirm.legal>  
**Sent:** Thursday, April 24, 2025 5:28 PM  
**To:** Doug Williams <DWilliams@CraigheadElectric.coop>  
**Cc:** Robert Gibson <rgibson@gibsonfirm.legal>  
**Subject:** First United Methodist Church, Jonesboro, Arkansas - Alley Abandonment

You don't often get email from bboatman@gibsonfirm.legal. [Learn why this is important](#)

**\*\*\* CAUTION \*\*\* THIS IS AN EXTERNAL E-MAIL. Do not click links or open attachments unless you recognize the sender and know the content is safe. \*\*\***

Mr. Williams:

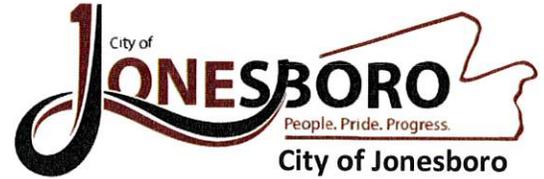
Please find attached a letter from Mr. Gibson regarding the above matter.

Sincerely,

**Brook Boatman**  
**Office Manager/Legal Assistant to Robert J. Gibson**  
593 S. Madison St.

Jonesboro, Arkansas 72401  
Telephone: 870-520-6461  
Fax: 870-520-6463  
bboatman@gibsonfirm.legal





**City of Jonesboro**  
**Engineering Department**  
**Municipal Building**  
**PO Box 1845**  
**300 S. Church**  
**Jonesboro, AR 72403**  
**(870) 932-2438**

May 2, 2025

Robert J. Gibson, PLLC  
The Gibson Firm  
593 S. Madison St  
Jonesboro, Arkansas 72401

Dear Mr. Gibson,

The City of Jonesboro Engineering and Planning Department concur with the abandonment of the alley in Block 3 of Knight's First Addition to the City of Jonesboro as shown in the attached Legal Description drawing from Compass Surveying & Mapping, LLC.

If you have any questions or comments, feel free to call the number listed above.

Sincerely,

Craig Light  
City Engineer

Darrel Smith  
Planning Director

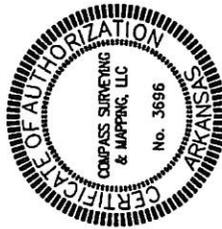
Attachments

COMPASS SURVEYING  
& MAPPING, LLC

7741 E. NETTLETON  
JONESBORO, AR 72401

870-565-6522

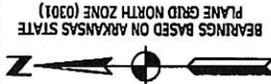
LEGAL DEPICTION  
CLIENT: FUMC  
PART OF BLOCK 3 OF KNIGHT'S FIRST ADDITION  
JONESBORO, CRAIGHEAD COUNTY, ARKANSAS



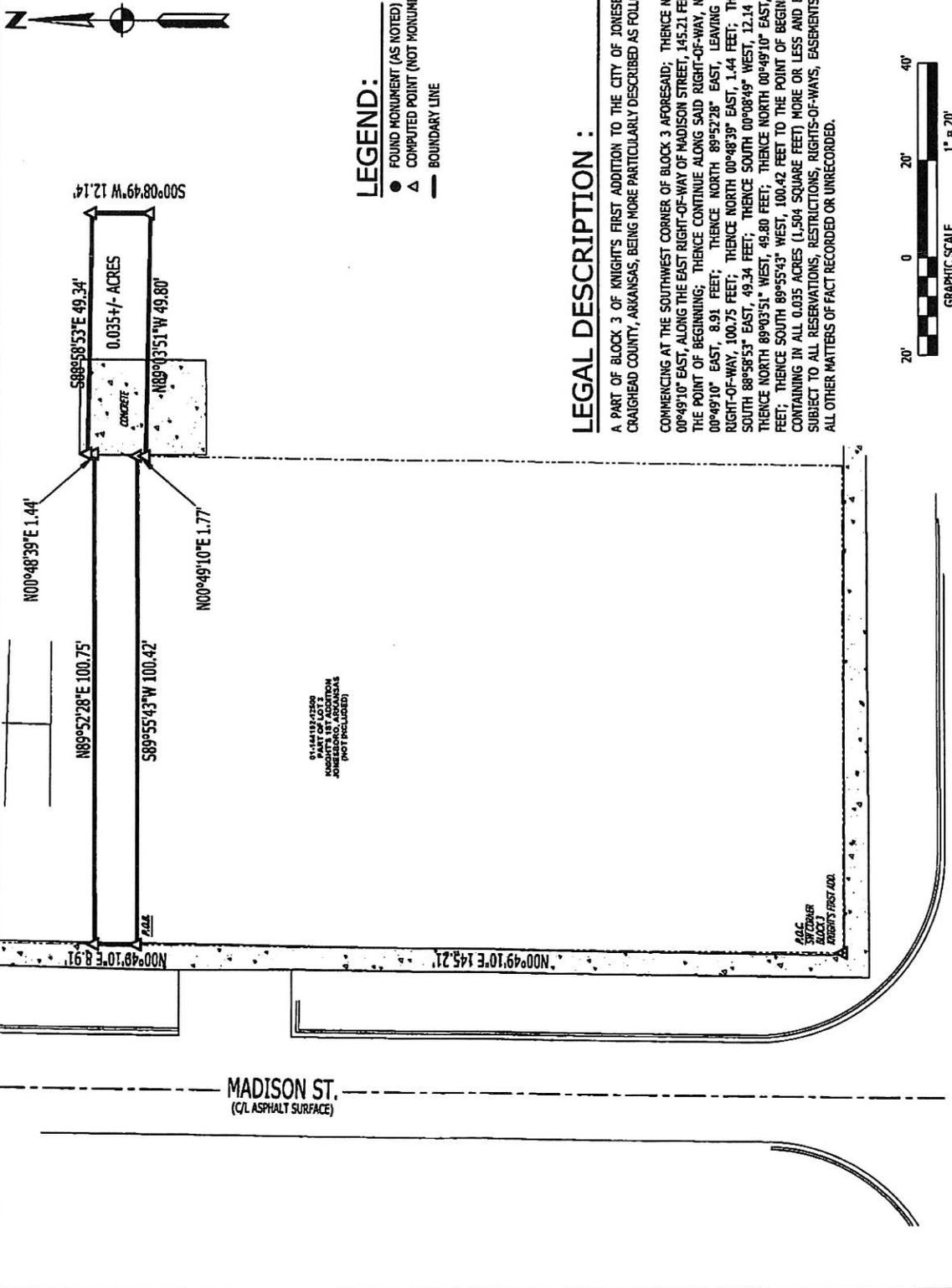
DRAWING INFO

DRAWN BY: MPH SCALE: 1" = 20'  
DATE: 12/19/2024 JOB NO.: FUMC

REVISIONS



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



**LEGEND:**

- FOUND MONUMENT (AS NOTED)
- ▲ COMPUTED POINT (NOT MONUMENTED)
- BOUNDARY LINE

**LEGAL DESCRIPTION :**

A PART OF BLOCK 3 OF KNIGHT'S FIRST ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 3 AFORESAID; THENCE NORTH 00°49'10" EAST, ALONG THE EAST RIGHT-OF-WAY OF MADISON STREET, 145.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY, NORTH 00°49'10" EAST, 8.91 FEET; THENCE NORTH 89°55'28" EAST, LEAVING SAID RIGHT-OF-WAY, 100.75 FEET; THENCE NORTH 00°48'39" EAST, 1.44 FEET; THENCE SOUTH 88°58'53" EAST, 49.34 FEET; THENCE SOUTH 00°08'49" WEST, 12.14 FEET; THENCE NORTH 89°03'51" WEST, 49.80 FEET; THENCE NORTH 00°49'10" EAST, 1.77 FEET; THENCE SOUTH 89°55'43" WEST, 100.42 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 0.035 ACRES (1,504 SQUARE FEET) MORE OR LESS AND BEING SUBJECT TO ALL RESERVATIONS, RESTRICTIONS, RIGHTS-OF-WAYS, EASEMENTS AND ALL OTHER MATTERS OF FACT RECORDED OR UNRECORDED.



GRAPHIC SCALE  
1" = 20'

PLANNED ROAD  
PART OF LOT 17  
KNIGHT'S FIRST ADDITION  
JONESBORO, ARKANSAS  
(NOT INCLUDED)

FUMC  
BLOCK 3  
KNIGHT'S FIRST ADD.

MADISON ST.  
(C/L ASPHALT SURFACE)



Please join us in making a difference. Think before you print!



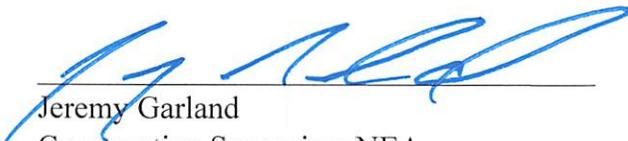
[rittercommunications.com](http://rittercommunications.com)    

TO: Robert J. Gibson, Attorney

RE: First United Methodist Church Jonesboro  
Alley Abandonment - A PART OF BLOCK 3 OF KNIGHT'S FIRST ADDITION TO  
THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS (Off Madison  
Street between Warner and Matthews)

DATE: May 15, 2025

Ritter Communications does not have any utilities in the area of the proposed abandonment and does not object to the alley being abandoned.

  
\_\_\_\_\_  
Jeremy Garland  
Construction Supervisor NEA  
2109 Fowler Avenue, Jonesboro AR 72401

April 24, 2025

City Water & Light  
Attn: Brad Timms  
400 E. Monroe  
P.O. Box 1289  
Jonesboro, AR 72403-1289  
[btimms@jonesborocwl.org](mailto:btimms@jonesborocwl.org)

**Via Email Only**

Re: Alley Abandonment

Dear Mr. Timms:

On behalf of First United Methodist Church, Jonesboro, Arkansas, we are requesting approval for the abandonment of an alley located in block 3 of Knight's First Addition to the City of Jonesboro, Arkansas, as shown on the attached drawing. The alley we are requesting to abandon is legally described as follows:

A PART OF BLOCK 3 OF KNIGHT'S FIRST ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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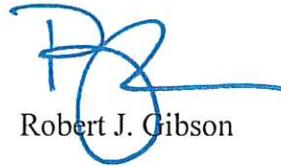
*City Water & Light*  
*April 24, 2025*  
*Page 2 of 2*

EASEMENTS AND ALL OTHER MATTERS OF FACT RECORDED OR  
UNRECORDED.

Please contact me if you have any questions or comments regarding this request. My telephone  
number is (870) 520-6461.

Sincerely,

THE GIBSON FIRM

A handwritten signature in blue ink, consisting of a stylized 'R' and 'G' followed by a horizontal line extending to the right.

Robert J. Gibson

RJG/bb  
Enclosure

I, Chance Smith (print name), concur in the abandonment of the alley located in Block 3 of Knight's First Addition to the City of Jonesboro, Arkansas.

Chance Smith

Chance Smith (signature)

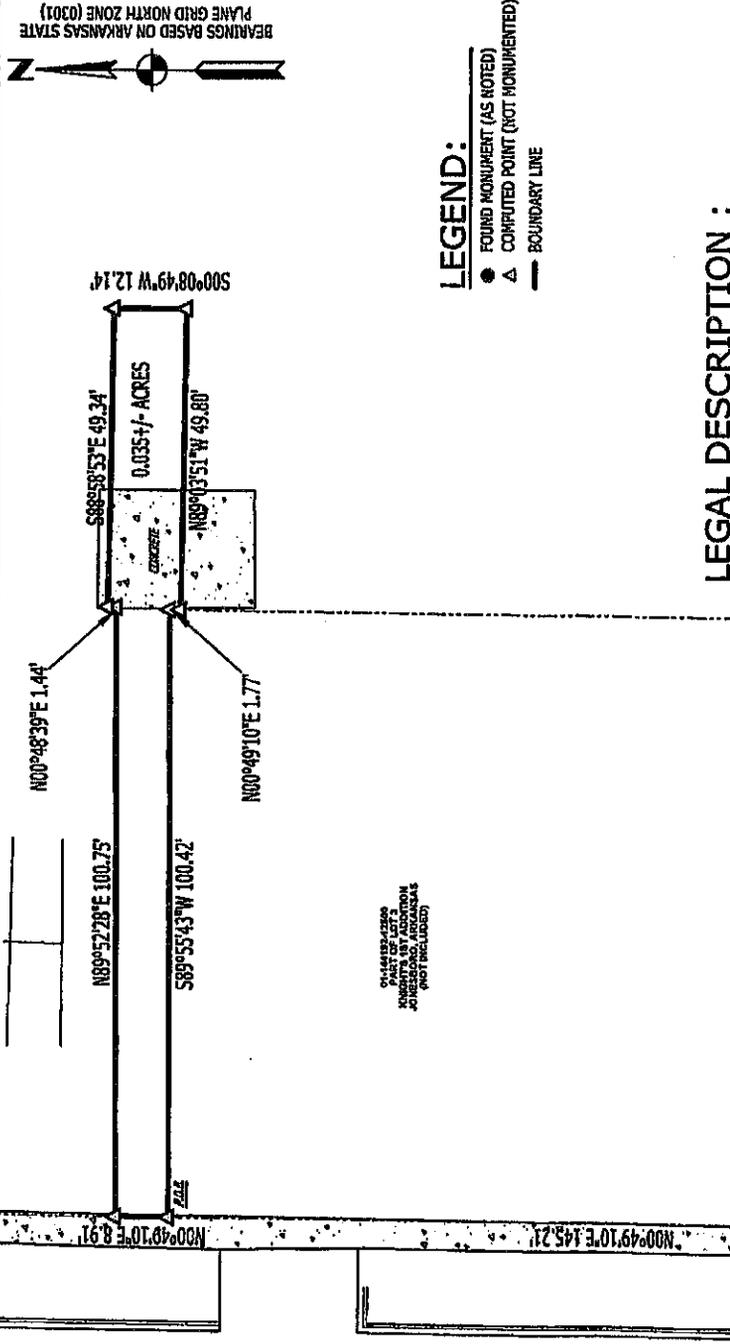
Assistant Manager, City Water & Light  
(title)

COMPASS SURVEYING & MAPPING, LLC  
 2713 E. NETTLETON  
 JONESBORO, AR 72401  
 870-965-6522

LEGAL DEPICTION  
 CLIENT: FUMC  
 PART OF BLOCK 3 OF KNIGHT'S FIRST ADDITION  
 JONESBORO, CRAIGHEAD COUNTY, ARKANSAS



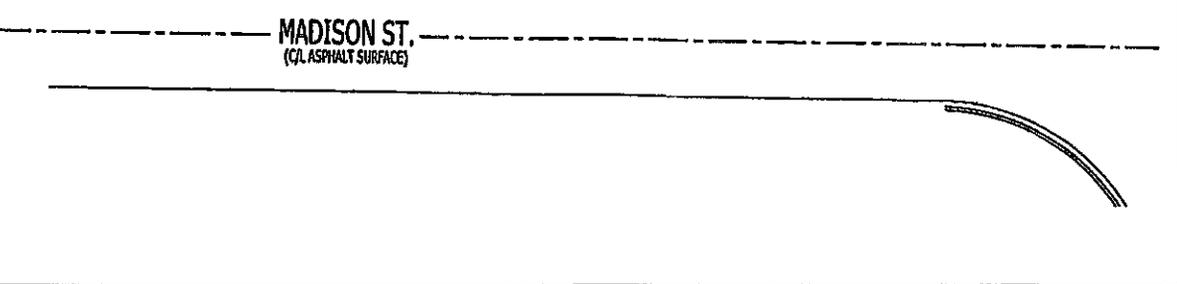
DRAWING INFO	
DRAWN BY: RPM	SCALE: 1" = 20'
DATE: 12/19/2024	JOB NO.: FUMC
REVISIONS	



**LEGEND:**  
 ● FOUND MONUMENT (AS NOTED)  
 ▲ COMPUTED POINT (NOT MONUMENTED)  
 — BOUNDARY LINE

**LEGAL DESCRIPTION :**

A PART OF BLOCK 3 OF KNIGHT'S FIRST ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
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OFFICIAL RECEIPT

Receipt Date 05/15/2025 10:27 AM  
Receipt Print Date 05/15/2025

Receipt # 00261712  
Batch # 00015.05.2025

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 590.20

Detail:  
01-000-0150-00  
Proof of Publication - Alley  
Abandonment/First United Meth  
odist 590.20

-----  
Total 590.20

Payment Information:  
Check 3334 590.20  
Change 0.00

Robert Gibson  
Customer #: 000000  
The Gibson Firm  
593 S Madison St  
Jsbo, AR 72401-

Cashier: TJGeror  
Station: TJGEROR

TO: Honorable Harold Copenhaver, Mayor, and members of the City Council of the City of Jonesboro, Arkansas.

PETITION TO ABANDON AN ALLEY LOCATED IN BLOCK 3 OF KNIGHT'S FIRST ADDITION TO THE CITY OF JONESBORO, ARKANSAS.

We the undersigned, being the owners of all property adjoining to the following described alley located at Block 3 of Knight's First Addition to the City of Jonesboro, Arkansas, described as follows:

A PART OF BLOCK 3 OF KNIGHT'S FIRST ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 3 AFORESAID; THENCE NORTH 00° 49' 10" EAST, ALONG THE EAST RIGHT-OF-WAY OF MADISON STREET, 145.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY NORTH 00° 49' 10" EAST, 8.91 FEET; THENCE NORTH 89° 52' 28" EAST, LEAVING SAID RIGHT-OF-WAY, 100.75 FEET; THENCE NORTH 00° 48' 39" EAST, 1.44 FEET; THENCE SOUTH 88° 58' 53" EAST, 49.34 FEET; THENCE SOUTH 00° 08' 49" WEST, 12.14 FEET; THENCE NORTH 89° 03' 51" WEST, 49.80 FEET; THENCE NORTH 00° 49' 10" EAST, 1.77 FEET; THENCE SOUTH 89° 55' 43" WEST, 100.42 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 0.035 ACRES (1,504 SQUARE FEET) MORE OR LESS AND BEING SUBJECT TO ALL RESERVATIONS, RESTRICTIONS, RIGHTS-OF-WAYS, EASEMENTS AND ALL OTHER MATTERS OF FACT RECORDED OR UNRECORDED.

Herewith file and present this petition to the City Council of the City of Jonesboro, Arkansas, to have all of the alley right of way described above legally closed.

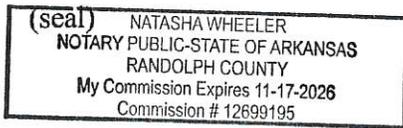
DATED this 13<sup>th</sup> day of May, 2025.

**PROPERTY OWNER:** First United Methodist Church of Jonesboro, Arkansas  
801 S. Main  
Jonesboro, AR 72401

By: JR Blackburn  
Name: JR Blackburn  
Title: Chair Board of Trustees

STATE OF ARKANSAS  
COUNTY OF CRAIGHEAD

Subscribed and sworn to before me this 13<sup>th</sup> day of May, 2025



Natasha Wheeler  
NOTARY

**PROPERTY OWNER:** Estate of Rebecca J. Urton  
210 Warner  
Jonesboro, AR 72401

Carolyn Booker Hudgens  
Carolyn Booker Hudgens, Executrix of the Estate of  
Rebecca J. Urton, Craighead County Cir. Court No.  
16JPR-25-164

STATE OF ARKANSAS  
COUNTY OF CRAIGHEAD

Subscribed and sworn to before me this 13<sup>th</sup> day of May, 2025

(seal)

Laura Murphree  
NOTARY

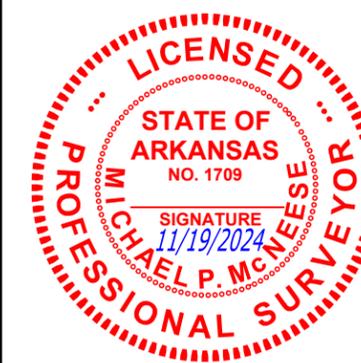
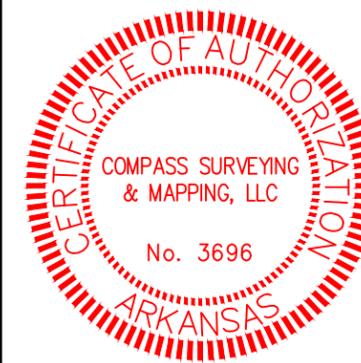


**COMPASS SURVEYING & MAPPING, LLC**

2713 E. NETTLETON  
JONESBORO, AR 72401 870-565-6522

**LEGAL DEPICTION**

CLIENT: FUMC  
PART OF BLOCK 3 OF KNIGHT'S FIRST ADDITION  
JONESBORO, CRAIGHEAD COUNTY, ARKANSAS



**DRAWING INFO**

DRAWN BY: MPM	SCALE: 1" = 20'
DATE: 11/19/2024	JOB NO: FUMC

**REVISIONS**




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

**LEGEND:**

- FOUND MONUMENT (AS NOTED)
- △ COMPUTED POINT (NOT MONUMENTED)
- BOUNDARY LINE

**LEGAL DESCRIPTION :**

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01-144192-12500  
PART OF LOT 3  
KNIGHT'S 1ST ADDITION  
JONESBORO, ARKANSAS  
(NOT INCLUDED)

P.O.C.  
SW CORNER  
BLOCK 3  
KNIGHT'S FIRST ADD.

MADISON ST.  
(C/L ASPHALT SURFACE)

N00°49'10"E 145.21'

N00°49'10"E 8.91'

P.O.B.

N89°52'28"E 100.75'

S89°55'43"W 100.42'

N00°49'10"E 1.77'

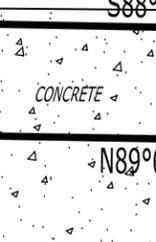
N00°48'39"E 1.44'

S88°58'53"E 49.34'

0.035 +/- ACRES

N89°03'51"W 49.80'

S00°08'49"W 12.14'





May \_\_, 2025

VIA REGULAR MAIL  
Robert J. Gibson, PPLC  
The Gibson Firm  
593 S. Madison Street  
Jonesboro, AR 72401

**Re:** Alley Abandonment (Alley located in block 3 of Knight's First Addition to the City of Jonesboro, Arkansas)

A PART OF BLOCK 3 OF KNIGHT'S FIRST ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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Dear Mr. Gibson:

After reviewing your request of the easement abandonment in Craighead County, Arkansas, Cebridge Acquisition, L.P. has verified there is no active facilities in this easement. Given the verification stated above, Cebridge Acquisition, L.P. has no objection to the requested abandonment of the right-of-way and utility easement for the alley shown on the attached drawing.

Sincerely,

Tommy Dunlap  
Name: Tommy Dunlap  
Title: Construction supervisor



Robert J. Gibson, PLLC

593 S. Madison St., Jonesboro, Arkansas 72401

April 24, 2025

AlticeUSA/Optimum  
 Attn: Brad Rachal  
[Bradley.rachal@alticeusa.com](mailto:Bradley.rachal@alticeusa.com)

*Via Email Only*

Re: Alley Abandonment

Dear Mr. Rachal:

On behalf of First United Methodist Church, Jonesboro, Arkansas, we are requesting approval for the abandonment of an alley located in block 3 of Knight's First Addition to the City of Jonesboro, Arkansas, as shown on the attached drawing. The alley we are requesting to abandon is legally described as follows:

A PART OF BLOCK 3 OF KNIGHT'S FIRST ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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*AlticeUSA/Optimum*  
*April 24, 2025*  
*Page 2 of 2*

Please contact me if you have any questions or comments regarding this request. My telephone number is (870) 520-6461.

Sincerely,

THE GIBSON FIRM

A handwritten signature in blue ink, consisting of a stylized 'R' and 'G' followed by a horizontal line.

Robert J. Gibson

RJG/bb  
Enclosure

I, Tommy Dunlap (print name), concur in the abandonment of the alley located in Block 3 of Knight's First Addition to the City of Jonesboro, Arkansas.

Tommy Dunlap  
~~Brad Rachal~~ (signature)  
\_\_\_\_\_, AlticeUSA/Optimum

COMPASS SURVEYING & MAPPING, LLC

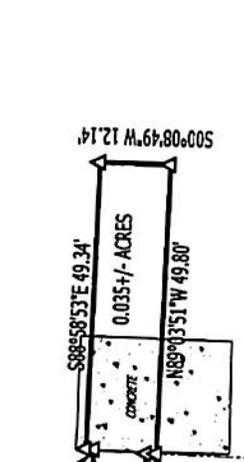
711 E. WETTERTON  
JONESBORO, AR 72401  
878-565-6372

LEGAL DEPICTION  
CLIENT: FUMC  
PART OF BLOCK 3 OF KNIGHT'S FIRST ADDITION  
JONESBORO, CRAIGHHEAD COUNTY, ARKANSAS



DRAWING INFO	
DRAWN BY: RPM	SCALE: 1" = 20'
DATE: 11/19/2024	JOB NO: RUMC
REVISIONS	

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

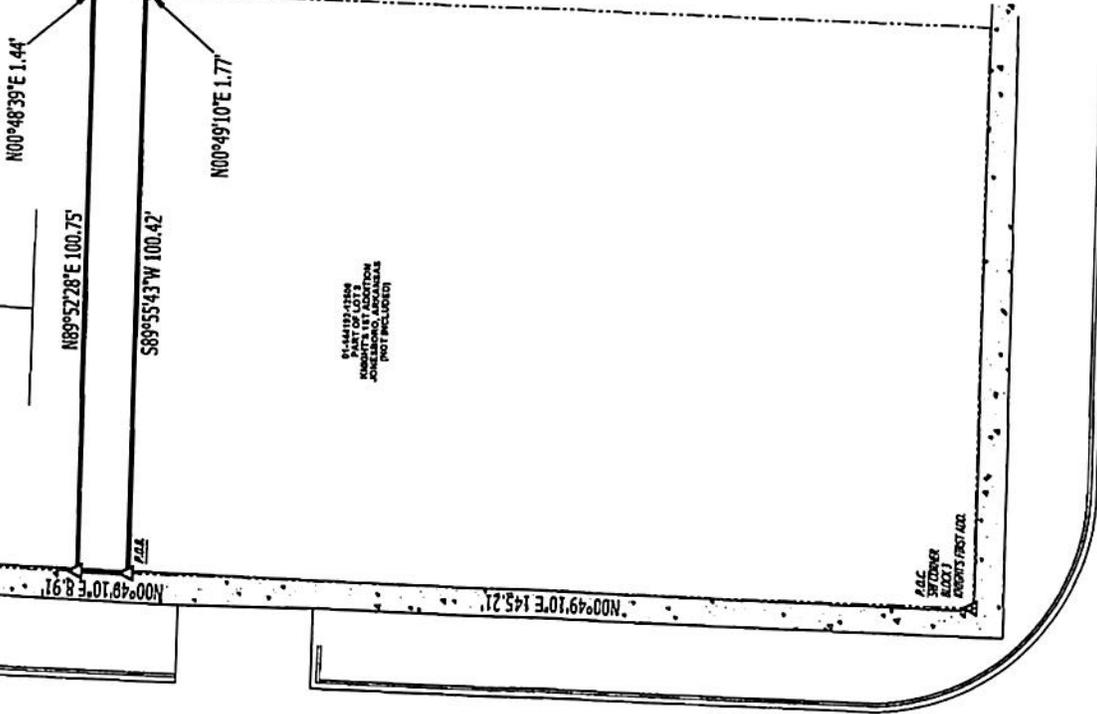


**LEGEND:**

- FOUND MONUMENT (AS NOTED)
- ▲ COMPUTED POINT (NOT MONUMENTED)
- BOUNDARY LINE

**LEGAL DESCRIPTION:**

A PART OF BLOCK 3 OF KNIGHT'S FIRST ADDITION TO THE CITY OF JONESBORO, CRAIGHHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 3 AFORESAID; THENCE NORTH 00°49'10" EAST, ALONG THE EAST RIGHT-OF-WAY OF MADISON STREET, 145.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY, NORTH 00°49'10" EAST, 8.91 FEET; THENCE NORTH 89°52'28" EAST, LEAVING SAID RIGHT-OF-WAY, 100.75 FEET; THENCE NORTH 00°48'39" EAST, 1.44 FEET; THENCE SOUTH 88°58'53" EAST, 49.34 FEET; THENCE SOUTH 00°08'49" WEST, 12.14 FEET; THENCE NORTH 89°03'51" WEST, 49.80 FEET; THENCE NORTH 00°49'10" EAST, 1.77 FEET; THENCE SOUTH 89°55'43" WEST, 100.42 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 0.035 ACRES (1,504 SQUARE FEET) MORE OR LESS AND BEING SUBJECT TO ALL RESERVATIONS, RESTRICTIONS, RIGHTS-OF-WAYS, EASEMENTS AND ALL OTHER MATTERS OF FACT RECORDED OR UNRECORDED.



MADISON ST.  
(CL ASPHALT SURFACE)

**Gary Niemir**

**From:** Joel Watson  
**Sent:** Friday, April 25, 2025 12:38 PM  
**To:** Brad Rachal; bboatman@gibsonfirm.legal; Tommy Dunlap; Gary Niemir  
**Cc:** rgibson@gibsonfirm.legal; Kimberly Bryant  
**Subject:** RE: External E-mail - First United Methodist Church, Jonesboro, Arkansas - Alley Abandonment  
**Attachments:** 2025.04.24.let to AlticeUSA\_Optimum.pdf

Optimum does not have any plant in easement.

@Gary Niemir, can we get an Easement Abandonment letter done for this?

Thank you,

**Joel Watson**  
 Construction Ops Lead  
 Optimum

**optimum.**

**From:** Brad Rachal <Bradley.Rachal@AlticeUSA.com>  
**Sent:** Thursday, April 24, 2025 5:45 PM  
**To:** bboatman@gibsonfirm.legal; Tommy Dunlap <Tommy.Dunlap@AlticeUSA.com>; Joel Watson <William.Watson@optimum.com>  
**Cc:** rgibson@gibsonfirm.legal; Kimberly Bryant <kimberly.bryant@optimum.com>  
**Subject:** FW: External E-mail - First United Methodist Church, Jonesboro, Arkansas - Alley Abandonment

Thank you for sending this over. I have added a few others that can help to verify this request.

Let me know if you have any questions or concerns.

**Brad Rachal**  
 Business Development, AE  
 Optimum

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

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

**optimum.**

**From:** Brook Boatman <[bboatman@gibsonfirm.legal](mailto:bboatman@gibsonfirm.legal)>  
**Sent:** Thursday, April 24, 2025 5:20 PM  
**To:** Brad Rachal <[Bradley.Rachal@AlticeUSA.com](mailto:Bradley.Rachal@AlticeUSA.com)>  
**Cc:** Robert Gibson <[rgibson@gibsonfirm.legal](mailto:rgibson@gibsonfirm.legal)>  
**Subject:** External E-mail - First United Methodist Church, Jonesboro, Arkansas - Alley Abandonment

**Caution:** This is an external email and may contain suspicious content. Please do not click links or attachments unless you recognize the sender and know the content is safe

Mr. Rachal:

Please find attached a letter from Mr. Gibson regarding the above matter.

Sincerely,

**Brook Boatman**  
**Office Manager/Legal Assistant to Robert J. Gibson**  
593 S. Madison St.  
Jonesboro, Arkansas 72401  
Telephone: 870-520-6461  
Fax: 870-520-6463  
[bboatman@gibsonfirm.legal](mailto:bboatman@gibsonfirm.legal)





*Owned by the Citizens of Jonesboro*

May 15, 2025

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

Re: Alley Abandonment  
Block 3 Knight's First Addition  
Jonesboro, Craighead County, Arkansas

Dear April:

City Water and Light Plant of the City of Jonesboro ("CWL") has been requested to consent to the vacation and abandonment of an alley described as follows ("Existing Alley"):

A part of block 3 of Knight's First Addition to the city of Jonesboro, Craighead County, Arkansas. Being more particularly described on the attached Legal Depiction.

CWL has no objection to the abandonment of the Alley subject however to the following conditions. As a condition of the abandonment of the Existing Alley, CWL requires a **twenty (20) foot sewer easement, ten (10) feet either side of the sanitary sewer main as constructed running East And West along the alley to be abandoned ("New Easement")**. The New Easement may be as reflected in the approved final plat and plans or by separate express, written easement. Upon receipt of proper documentation reflecting the New Easement, CWL will proceed with executing any necessary documentation to reflect abandonment of the Existing Alley.

As required by Sections 113-49 and 113-50 of the Jonesboro Municipal Code, please present the preliminary plat and final plat to CWL for its consideration and approval.

Further, please confirm that the vacating ordinance contains provisions that preserve the Existing Right of Way until the New Easement is properly granted.

Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in blue ink that reads "Chance Smith".

Chance Smith  
Assistant Manager, City Water & Light

Enclosure

Cc: Gibson Firm

Jake Rice III, MANAGER

CITY WATER & LIGHT • 400 East Monroe • P.O. Box 1289 • Jonesboro, Arkansas 72403-1289 • 870/935-5581



*Owned by the Citizens of Jonesboro*

May 15, 2025

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

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Further, please confirm that the vacating ordinance contains provisions that preserve the Existing Right of Way until the New Easement is properly granted.

Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in blue ink that reads "Chance Smith".

Chance Smith  
Assistant Manager, City Water & Light

Enclosure

Cc: Gibson Firm



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: ORD-25:016

**Agenda Date:**

**Version:** 1

**Status:** Third Reading

**In Control:** Public Works Council Committee

**File Type:** Ordinance

### AN ORDINANCE DESIGNATING A DOWNTOWN JONESBORO ALTERNATIVE TRUCK ROUTE

WHEREAS: The limited road width and high pedestrian activity of the downtown Jonesboro north / south streets of Union, Main and Church Streets are not favorable for commercial truck through traffic; and

WHEREAS: Discussions with downtown property owners, businesses and patrons have prompted research into reducing non-local large commercial truck traffic; and

WHEREAS: City of Jonesboro Ordinance 19:048 defines a “truck” as any Commercial Class One and All Class Two or larger trucks or trailers as defined in ACA 27-14-601(a)(3)

WHEREAS: Research and review of possible mitigations have been conducted by city staff and appointed city committees; and

WHEREAS: it has been determined that an establishing a commercial truck route to bypass the core downtown streets of Union, Main and Church from Highland Drive to Johnson Avenue would be in the best interest of public safety and local traffic flow.

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

SECTION 1: A commercial truck route shall be established to route non-local large commercial truck traffic away from downtown Jonesboro.

SECTION 2: Commercial trucks will only be permitted on Main, Church and Union Streets between Highland Drive and Johnson Avenue for local deliveries.

SECTION 3: Truck route signage shall be created and placed, and reasonable notifications published that signify that the above designations.

SECTION 4: City Council authorizes a fine structure enforceable on large commercial trucks entering the protected zone, not in the process of a local delivery, in the identified area as follows:

First Offense - \$250 Fine

Second and Third Offense - \$500 Fine

Fourth Offense and Thereafter - \$750 Fine



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: COM-25:019

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**Agenda Date:** 6/17/2025

**Version:** 1

**Status:** To Be Introduced

**In Control:** City Council

**File Type:** Other  
Communications

APRIL 2025 FINANCIAL STATEMENTS

Overview of State Mandated Funds

Benchmark 66.67%

General Fund				
<i>Beginning Fund Balance:</i> \$ 21,164,143 \$ 21,164,143				
General Fund	YTD Actual	Total Budget	\$ Remaining	% Need/Avail
Revenue	\$ 21,445,565	\$ 64,779,156	\$ 43,333,591	66.9%
Expense	22,272,680	64,198,132	41,925,452	65.3%
Surplus (Deficit)	\$ (827,115)	\$ 581,024	\$ 1,408,139	
<i>Fund Balance Actual/Projected:</i> \$ 20,337,028 \$ 21,745,167				

Street Fund				
<i>Beginning Fund Balance:</i> \$ 1,528,507 \$ 1,528,507				
Street Fund	YTD Actual	Total Budget	\$ Remaining	% Need/Avail
Revenue	\$ 2,756,297	\$ 9,295,892	\$ 6,539,595	70.3%
Expense	2,062,328	9,860,136	7,797,808	79.1%
Surplus (Deficit)	\$ 693,969	\$ (564,244)	\$ (1,258,213)	
<i>Fund Balance Actual/Projected:</i> \$ 2,222,476 \$ 964,263				

Overview of Select Budget Variances

Select Data - Year to Date	Actual	Budget	\$ Variance	% Variance
<b>Revenue</b>				
Sales Tax (Combined)	\$ 15,596,445	\$ 16,069,266	\$ (472,821)	-2.9%
State Turnback (Combined)	2,558,924	2,569,528	(10,604)	-0.4%
<b>Expense</b>				
Overlays	285,627	1,324,486	(1,038,859)	-78%
Fuel Purchases	404,054	515,633	(111,580)	-22%

Overview of Select Prior Year Variances

Select Data - Year to Date	Current Year	Prior Year	\$ Change	% Change
<b>Revenue</b>				
Franchise Fee	\$ 894,295	\$ 777,215	\$ 117,080	15%
A&P Prepared Foods	2,227,128	2,163,807	63,321	3%
A&P Original 3%	289,598	295,702	(6,104)	-2%
A&P Additional 1%	96,534	98,317	(1,783)	-2%
Alcohol Beverage Tax	237,108	249,705	(12,598)	-5%

# Table of Contents

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2	<b>Table of Contents</b>
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6	Schedule of O&M Departmental Overview
7	Schedule of Interest Earnings & Deposit Collateralization
8-10	Sales Tax Reports
11-13	State Turnback Reports
14	Fuel Purchase Report
15	Franchise Tax Report
16-17	Advertising and Promotion Funds Report
19	Alcoholic Beverage Tax Report
20a&b	Fixed Asset Report
21	Non-Uniform Retirement Report - 401(a) & 457(b)
22	Non-Uniform Pension Report - Defined Benefit
23	Schedule of ARPA Revenue Replacement Fund
24	Schedule of Capital Improvement Fund
25	New Business Report

City of Jonesboro, Arkansas  
 Schedule of Changes in FB and Required Reserve  
 April 2025

Changes in Fund Balance- Cash Basis

State Mandated Funds		Activity Reflecting Changes in Fund Balance			
Description	Beginning Fund Balances	Year to Date Revenues	Year to Date Expenditures	Surplus (Deficit)	Ending Fund Balances
General	\$ 21,164,143	\$ 21,445,565	\$ 22,272,680	\$ (827,115)	\$ 20,337,028
Street	1,528,507	2,756,297	2,062,328	693,969	2,222,476
<b>Total</b>	<b>\$ 22,692,650</b>	<b>\$ 24,201,862</b>	<b>\$ 24,335,008</b>	<b>\$ (133,146)</b>	<b>\$ 22,559,504</b>

Other Funds		Activity Reflecting Changes in Fund Balance			
Description	Beginning Fund Balances	Year to Date Revenues	Year to Date Expenditures	Surplus (Deficit)	Ending Fund Balances
Restricted	\$ 9,936,351	\$ 641,492	\$ 937,473	\$ (295,981)	\$ 9,640,369
E-911	448,195	381,454	756,658	(375,204)	72,991
Federal Grants	761,211	156,557	258,962	(102,405)	658,805
Non-Federal Grants	294,559	36,352	22,034	14,318	308,877
Community Development Block Grant (CDBG)	16,012	325,566	277,676	47,890	63,902
Metropolitan Planning Organization (MPO)	106,897	15,562	52,719	(37,157)	69,740
Jonesboro Economical Transit System (JETS)	(1,497,164)	455,018	663,766	(208,748)	(1,705,912)
Depreciation Fund	4,370,191	249,931	1,799,715	(1,549,785)	2,820,406
Capital Improvement Fund	5,984,291	100,000	1,484,196	(1,384,196)	4,600,094
Advertising & Promotion 3%	243,346	292,347	329,983	(37,636)	205,710
Advertising & Promotion 1%	45,289	98,556	-	98,556	143,845
Advertising & Promotion Prepared Foods	9,761,919	2,326,925	5,043,832	(2,716,907)	7,045,012
<b>Total</b>	<b>\$ 30,471,097</b>	<b>\$ 5,079,759</b>	<b>\$ 11,627,014</b>	<b>\$ (6,547,256)</b>	<b>\$ 23,923,842</b>

<b>All Funds Totals</b>	<b>\$ 53,163,747</b>	<b>\$ 29,281,621</b>	<b>\$ 35,962,022</b>	<b>\$ (6,680,401)</b>	<b>\$ 46,483,346</b>
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Reserve Analysis

Description	Fund Balance	Less: Required Reserve	Available Reserves
General Fund	\$ 20,337,028	\$ (9,629,720)	\$ 10,707,308
Street Fund	2,222,476		2,222,476
Depreciation Fund	2,820,406		2,820,406
Capital Improvement Fund	4,600,094		4,600,094
<b>Combined Fund Reserves</b>	<b>\$ 29,980,005</b>	<b>\$ (9,629,720)</b>	<b>\$ 20,350,285</b>

\*The Required Reserve is established as 15% of General Fund Current Budget Expenditures.

City of Jonesboro, Arkansas  
 Schedule of Changes in Restricted Fund Balances  
 April 2025

Changes in Fund Balance- Cash Basis

Restricted Funds Description	Activity Reflecting Changes in Fund Balance				
	Beginning Fund Balances	Year to Date Revenues	Year to Date Expenditures	Surplus (Deficit)	Ending Fund Balances
ARPA Revenue Replacement-Building Demo	\$ 3,250,000	\$ -	\$ 457,771	\$ (457,771)	2,792,229
ARPA Revenue Replacement-Mosquito Abatement	139,604	-	-	-	139,604
ARPA Revenue Replacement-Ridge Athletic Center	3,200,000	-	-	-	3,200,000
ARPA Revenue Replacement-Humanitarian	500,000	-	16,777	(16,777)	483,223
ARPA Revenue Replacement-Appropriation Remaining	1,537,561	-	-	-	1,537,561
Insurance Proceeds	198,219	-	-	-	\$ 198,219
Perpetual Cemetery	627,892	10,095	300	9,795	637,687
Fire Act 833	74,054	-	87,636	(87,636)	(13,581)
Employee Benefit	49,542	63,630	211	63,419	112,961
DARE	54,572	4,330	1,175	3,155	57,726
In Lieu of Sidewalk	78,073	124,247	-	124,247	202,321
Dog Park Donations	27,608	-	-	-	27,608
K-9 Acquisition	24,980	-	14,300	(14,300)	10,680
Police Suspense	14,635	-	-	-	14,635
Animal Control Donations	24,890	2,678	2,933	(255)	24,636
Exchange for Services A&P	-	10,000	-	10,000	10,000
Abatement	5,626	-	-	-	5,626
Museum - E Boone Watson	300	-	-	-	300
Winter Wonderland	4,464	-	-	-	4,464
Public Safety Surveillance Equip	3,000	5,000	-	5,000	8,000
Police Hiring/Training	2,874	-	-	-	2,874
Skate Board Park	992	-	-	-	992
Jonesboro Shooting Complex	47	-	-	-	47
Fairview Park- Brazos	2,000	-	-	-	2,000
Library Millage	-	406,116	307,959	98,158	98,158
MYAC	538	473	615	(142)	396
State Asset Forfeiture	59,247	5,060	6,955	(1,895)	57,351
Federal Asset Forfeiture	53,130	-	8,133	(8,133)	44,997
Homelessness Committee	-	-	-	-	-
Keep Jonesboro Beautiful	2,504	-	22,246	(22,246)	(19,742)
Downtown Jonesboro Imp. District	0	9,862	10,462	(601)	(600)
<b>Total</b>	<b>\$ 9,936,351</b>	<b>\$ 641,492</b>	<b>\$ 937,473</b>	<b>\$ (295,981)</b>	<b>\$ 9,640,369</b>

City of Jonesboro  
 Schedule of Revenue vs. Expense  
 April 2025

State Mandated Funds

Operation and Maintenance (O&M)		YTD Actual	Total Budget	\$ Remaining
General	Revenue	\$ 21,385,911	\$ 64,600,194	\$ 43,214,283
	Expense	22,272,680	63,298,132	41,025,452
Street	Revenue	2,742,818	9,295,892	6,553,074
	Expense	2,062,328	6,788,886	4,726,558
Total	Revenue	\$ 24,128,729	\$ 73,896,086	\$ 49,767,357
	Expense	24,335,008	70,087,018	45,752,010
	Surplus/(Deficit)	\$ (206,279)	\$ 3,809,068	\$ 4,015,347

Capital Improvement (C.I.)		YTD Actual	Total Budget	\$ Remaining
General	Revenue	\$ 59,654	\$ 178,962	\$ 119,308
	Expense	-	900,000	900,000
Street (Includes STIP)	Revenue	13,479	-	(13,479)
	Expense	-	3,071,250	3,071,250
Total	Revenue	\$ 73,133	\$ 178,962	\$ 105,829
	Expense	-	3,971,250	3,971,250
	Surplus/(Deficit)	\$ 73,133	\$ (3,792,288)	\$ (3,865,421)

Total O&M and C.I.	Revenue	\$ 24,201,862	\$ 74,075,048	\$ 49,873,186
	Expense	24,335,008	74,058,268	49,723,260
	Surplus/(Deficit)	\$ (133,146)	\$ 16,780	\$ 149,926

Other Funds

Other Funds		YTD Actual	Total Bud/Avail	\$ Remaining
Restricted	Revenue	\$ 641,492	\$ 2,120,735	1,479,243
	Expense	937,473	2,131,735	1,194,262
E-911	Revenue	381,454	1,705,694	1,324,240
	Expense	756,658	2,237,001	1,480,343
Federal Grants	Revenue	156,557	-	(156,557)
	Expense	258,962	1,021,180	762,218
Non-Federal Grants	Revenue	36,352	59,056	22,704
	Expense	22,034	59,056	37,022
CDBG	Revenue	325,566	1,000,195	674,629
	Expense	277,676	1,000,195	722,519
MPO	Revenue	15,562	295,650	280,088
	Expense	52,719	295,650	242,931
JETS	Revenue	455,018	2,710,121	2,255,103
	Expense	663,766	2,710,121	2,046,355
Depreciation Fund	Revenue	249,931	-	(249,931)
	Expense	1,799,715	4,370,191	2,570,476
Capital Improvement Fund	Revenue	100,000	-	(100,000)
	Expense	1,484,196	11,356,721	9,872,525
A&P 3%	Revenue	292,347	971,700	679,353
	Expense	329,983	1,149,295	819,312
A&P 1%	Revenue	98,556	324,388	225,832
	Expense	-	298,750	298,750
A&P PF%	Revenue	2,326,925	6,375,500	4,048,575
	Expense	5,043,832	752,235	(4,291,597)
Total	Revenue	\$ 5,079,759	\$ 15,563,039	\$ 10,483,280
	Expense	11,627,014	27,382,130	15,755,116
	Surplus/(Deficit)	\$ (6,547,256)	\$ (11,819,091)	\$ (5,271,835)

All Funds (Combined)		YTD Actual	Total Bud/Avail	\$ Remaining
Grand Total	Revenue	\$ 29,281,621	\$ 89,638,087	\$ 60,356,466
	Expense	35,962,022	101,440,398	65,478,376
	Surplus/(Deficit)	\$ (6,680,401)	\$ (11,802,311)	\$ (5,121,910)

City of Jonesboro  
 Schedule of O&M Departmental Overview  
 April 2025

O&M Departmental Overview

General Fund

Department		YTD Actual	Total Budget	\$ Remaining
<b>Overview of Public Safety</b>				
Law & Enforcement	Revenue	\$ 1,000,167	\$ 2,869,201	\$ 1,869,034
	Expense	8,121,081	22,232,484	14,111,403
Fire Protection	Revenue	265,149	1,498,686	1,233,537
	Expense	5,701,435	14,808,178	9,106,743
<b>Total Public Safety</b>	<b>Revenue</b>	<b>\$ 1,265,316</b>	<b>\$ 4,367,887</b>	<b>\$ 3,102,571</b>
	<b>Expense</b>	<b>13,822,516</b>	<b>37,040,662</b>	<b>23,218,146</b>
	<b>Surplus/(Deficit)</b>	<b>\$ (12,557,200)</b>	<b>\$ (32,672,775)</b>	<b>\$ (20,115,575)</b>

Overview of Non-Public Safety Departments

Parks	Revenue	\$ 353,428	\$ 1,658,464	\$ 1,305,036
	Expense	1,730,108	6,136,933	4,406,825
Sanitation	Revenue	45,111	132,437	87,326
	Expense	2,208,692	6,494,724	4,286,032
Elected Officials	Revenue	-	-	-
	Expense	572,580	1,682,642	1,110,062
General Admin.	Revenue	17,932,980	55,206,225	37,273,245
	Expense	544,876	1,208,258	663,382
Other-Admin.	Revenue	1,789,076	3,235,181	1,446,105
	Expense	3,393,908	10,734,913	7,341,005
Capital Improvement	Revenue	59,654	178,962	119,308
	Expense	-	900,000	900,000
<b>Total Non-Public Safety</b>	<b>Revenue</b>	<b>\$ 20,180,249</b>	<b>\$ 60,411,269</b>	<b>\$ 40,231,020</b>
	<b>Expense</b>	<b>8,450,164</b>	<b>27,157,470</b>	<b>18,707,306</b>
	<b>Surplus/(Deficit)</b>	<b>\$ 11,730,085</b>	<b>\$ 33,253,799</b>	<b>\$ 21,523,714</b>

<b>Total General Fund</b>	<b>Revenue</b>	<b>\$ 21,445,565</b>	<b>\$ 64,779,156</b>	<b>\$ 43,333,591</b>
	<b>Expense</b>	<b>22,272,680</b>	<b>64,198,132</b>	<b>41,925,452</b>
	<b>Surplus/(Deficit)</b>	<b>\$ (827,115)</b>	<b>\$ 581,024</b>	<b>\$ 1,408,139</b>

Street Fund

Department		YTD Actual	Total Budget	\$ Remaining
Street	Revenue	\$ 8,360	\$ 21,854	\$ 13,494
	Expense	1,474,024	5,103,113	3,629,089
Engineering	Revenue	25,571	172,203	146,632
	Expense	588,304	1,685,773	1,097,469
Street Admin.	Revenue	2,708,887	9,101,835	6,392,948
	Expense	-	-	-
Capital Improvement	Revenue	13,479	-	(13,479)
	Expense	-	3,071,250	3,071,250
<b>Total Street Fund</b>	<b>Revenue</b>	<b>\$ 2,756,297</b>	<b>\$ 9,295,892</b>	<b>\$ 6,539,595</b>
	<b>Expense</b>	<b>2,062,328</b>	<b>9,860,136</b>	<b>7,797,808</b>
	<b>Surplus/(Deficit)</b>	<b>\$ 693,969</b>	<b>\$ (564,244)</b>	<b>\$ (1,258,213)</b>

<b>O&amp;M Grand Total</b>	<b>Revenue</b>	<b>\$ 24,201,862</b>	<b>\$ 74,075,048</b>	<b>\$ 49,873,186</b>
	<b>Expense</b>	<b>24,335,008</b>	<b>74,058,268</b>	<b>49,723,260</b>
	<b>Surplus/(Deficit)</b>	<b>\$ (133,146)</b>	<b>\$ 16,780</b>	<b>\$ 149,926</b>

City of Jonesboro, Arkansas  
 Schedule of Interest Earnings & Deposit Collateralization  
 April Interest

Interest Earnings

Bank Account	Balance	Interest Earned	Rate of Interest
General Fund	\$19,030,518.08	\$ 43,413.99	3.05%
Jonesboro Softball	\$2,512.39	6.28	3.05%
Federal Grants Fund	673,892.55	1,566.22	3.05%
Restricted Funds	\$9,664,523.87	24,154.55	3.05%
Non-Federal Grants	\$309,658.68	781.47	3.05%
Depreciation Fund	\$4,612,023.02	7,490.71	3.05%
Capital Improvement Fund	\$2,827,897.12	11,928.62	3.05%
Payroll Clearing	540,687.24	1,675.27	3.05%
Credit Card	\$35,275.35	214.29	3.05%
Operating	511,932.06	2,633.27	3.05%
<b>Total</b>	<b>\$ 38,208,920.36</b>	<b>\$ 93,864.67</b>	
Street Fund	\$2,480,311.57	\$ 6,266.74	3.05%
E-911	\$75,831.25	360.11	3.05%
C.D.B.G.	63,880.40	-	0.00%
M.P.O.	69,780.40	189.54	3.05%
J.E.T.S.	\$75,416.23	138.54	3.05%
Non Uniform Pension Payee	\$2,087.98	5.22	3.05%
A&P 3% Hotel & Motel	\$204,392.79	479.80	3.05%
A&P 1% Hotel & Motel	\$143,844.86	315.92	3.05%
A&P Prepared Foods	\$7,045,012.17	20,894.90	3.05%
<b>Total Other</b>	<b>\$ 10,160,557.65</b>	<b>\$ 28,650.77</b>	
<b>Grand Total</b>	<b>\$ 48,369,478.01</b>	<b>\$ 122,515.44</b>	

Total year to date interest

Actual

\$ 490,061.76

Budget

\$ 393,743.33

Deposit Collateralization

Pledge Report - Centennial Bank

Irrevocable Letters of Credit	\$ 32,000,000.00	Expires 12/31/2025
Other Pledged Securites (Mkt Val)	34,588,691.39	
FDIC Insurance	250,000.00	
<b>Total Collateralized Balances</b>	<b>\$ 66,838,691.39</b>	

City of Jonesboro, Arkansas  
 Combined Sales and Use Tax Report (Cash Basis)  
 2025

Historical Data

Month	2025	2024	2023	2022
January	\$ 3,861,933.26	\$ 4,208,902.39	\$ 3,856,515.15	\$ 3,697,194.79
February	4,598,606.00	4,518,839.80	4,718,018.56	4,360,357.41
March	3,560,828.42	3,504,892.28	3,656,482.75	3,183,111.17
April	3,575,077.60	3,698,017.89	3,735,516.86	3,315,274.45
May	-	4,121,511.60	3,923,692.55	3,973,786.69
June	-	3,805,323.22	4,042,928.05	3,741,152.53
July	-	3,815,705.17	3,895,788.19	3,688,689.15
August	-	3,868,202.11	3,855,671.39	3,991,764.99
September	-	3,906,921.12	3,857,410.13	3,803,716.42
October	-	4,073,345.55	4,025,134.40	3,891,040.16
November	-	3,824,201.10	3,967,655.21	3,853,821.65
December	-	3,928,379.77	3,857,914.63	3,536,833.15
<b>Totals</b>	<b>\$ 15,596,445.28</b>	<b>\$ 47,274,242.00</b>	<b>\$ 47,392,727.87</b>	<b>\$ 45,036,742.56</b>

Comparison to Previous Periods

Month	Current	Prior	\$ Variance	% Variance
January	\$ 3,861,933.26	\$ 4,208,902.39	\$ (346,969.13)	-8.2%
February	4,598,606.00	4,518,839.80	79,766.20	1.8%
March	3,560,828.42	3,504,892.28	55,936.14	1.6%
April	3,575,077.60	3,698,017.89	(122,940.29)	-3.3%
May	-	N/A	N/A	N/A
June	-	N/A	N/A	N/A
July	-	N/A	N/A	N/A
August	-	N/A	N/A	N/A
September	-	N/A	N/A	N/A
October	-	N/A	N/A	N/A
November	-	N/A	N/A	N/A
December	-	N/A	N/A	N/A
<b>Totals</b>	<b>\$ 15,596,445.28</b>	<b>\$ 15,930,652.36</b>	<b>\$ (334,207.08)</b>	<b>-2.1%</b>

Comparison to Budget

Month	Actual	Budget	\$ Variance	% Variance
January	\$ 3,861,933.26	\$ 4,049,928.18	\$ (187,994.92)	-4.6%
February	4,598,606.00	4,704,812.88	(106,206.88)	-2.3%
March	3,560,828.42	3,645,284.92	(84,456.50)	-2.3%
April	3,575,077.60	3,669,240.35	(94,162.75)	-2.6%
May	-	N/A	N/A	N/A
June	-	N/A	N/A	N/A
July	-	N/A	N/A	N/A
August	-	N/A	N/A	N/A
September	-	N/A	N/A	N/A
October	-	N/A	N/A	N/A
November	-	N/A	N/A	N/A
December	-	N/A	N/A	N/A
<b>Totals</b>	<b>\$ 15,596,445.28</b>	<b>\$ 16,069,266.34</b>	<b>\$ (472,821.06)</b>	<b>-2.9%</b>

\*The 2025 Combined budget for Sales Tax is \$49,167,000

City of Jonesboro, Arkansas  
City Sales and Use Tax Report (Cash Basis)  
2025

Historical Data

Month	2025	2024	2023	2022
January	\$ 2,138,513.99	\$ 2,317,133.96	\$ 2,133,729.01	\$ 2,040,928.57
February	2,579,890.66	2,517,307.78	2,635,793.76	2,423,246.98
March	1,975,212.10	1,939,232.49	2,026,463.78	1,769,568.23
April	1,970,146.09	2,041,119.32	2,076,004.55	1,888,135.01
May		2,288,399.58	2,170,092.57	2,201,074.32
June		2,111,214.22	2,254,614.98	2,131,956.39
July		2,118,369.81	2,160,108.13	2,047,774.63
August		2,135,107.75	2,131,256.75	2,207,564.87
September		2,160,292.56	2,130,151.48	2,101,899.21
October		2,247,031.59	2,228,139.32	2,166,360.53
November		2,121,273.99	2,184,989.01	2,122,886.06
December		2,166,282.11	2,130,203.21	1,960,854.97
<b>Totals</b>	<b>\$ 8,663,762.84</b>	<b>\$ 26,162,765.16</b>	<b>\$ 26,261,546.55</b>	<b>\$ 25,062,249.77</b>

Comparison to Previous Periods

Month	Current	Prior	\$ Variance	% Variance
January	\$ 2,138,513.99	\$ 2,317,133.96	\$ (178,619.97)	-7.7%
February	2,579,890.66	2,517,307.78	62,582.88	2.5%
March	1,975,212.10	1,939,232.49	35,979.61	1.9%
April	1,970,146.09	2,041,119.32	(70,973.23)	-3.5%
May	-	N/A	N/A	N/A
June	-	N/A	N/A	N/A
July	-	N/A	N/A	N/A
August	-	N/A	N/A	N/A
September	-	N/A	N/A	N/A
October	-	N/A	N/A	N/A
November	-	N/A	N/A	N/A
December	-	N/A	N/A	N/A
<b>Totals</b>	<b>\$ 8,663,762.84</b>	<b>\$ 8,814,793.55</b>	<b>\$ (151,030.71)</b>	<b>-1.7%</b>

Comparison to Budget

Month	Actual	Budget	\$ Variance	% Variance
January	\$ 2,138,513.99	\$ 2,243,987.58	\$ (105,473.59)	-4.7%
February	2,579,890.66	2,627,017.83	(47,127.17)	-1.8%
March	1,975,212.10	2,024,596.59	(49,384.49)	-2.4%
April	1,970,146.09	2,046,106.90	(75,960.81)	-3.7%
May	-	N/A	N/A	N/A
June	-	N/A	N/A	N/A
July	-	N/A	N/A	N/A
August	-	N/A	N/A	N/A
September	-	N/A	N/A	N/A
October	-	N/A	N/A	N/A
November	-	N/A	N/A	N/A
December	-	N/A	N/A	N/A
<b>Totals</b>	<b>\$ 8,663,762.84</b>	<b>\$ 8,941,708.89</b>	<b>\$ (277,946.05)</b>	<b>-3.1%</b>

\*The 2025 Budget for City Sales Tax is \$27,278,218

City of Jonesboro, Arkansas  
 County Sales and Use Tax Report (Cash Basis)  
 2025

Historical Data

Month	2025	2024	2023	2022
January	\$ 1,723,419.27	\$ 1,891,768.43	\$ 1,722,786.14	\$ 1,656,266.22
February	2,018,715.34	2,001,532.02	2,082,224.80	1,937,110.43
March	1,585,616.32	1,565,659.79	1,630,018.97	1,413,542.94
April	1,604,931.51	1,656,898.57	1,659,512.31	1,427,139.44
May		1,833,112.02	1,753,599.98	1,772,712.37
June		1,694,109.00	1,788,313.07	1,609,196.14
July		1,697,335.36	1,735,680.06	1,640,914.52
August		1,733,094.36	1,724,414.64	1,784,200.12
September		1,746,628.56	1,727,258.65	1,701,817.21
October		1,826,313.96	1,796,995.08	1,724,679.63
November		1,702,927.11	1,782,666.20	1,730,935.59
December		1,762,097.66	1,727,711.42	1,575,978.18
<b>Totals</b>	<b>\$ 6,932,682.44</b>	<b>\$ 21,111,476.84</b>	<b>\$ 21,131,181.32</b>	<b>\$ 19,974,492.79</b>

Comparison to Previous Periods

Month	Current	Prior	\$ Variance	% Variance
January	\$ 1,723,419.27	\$ 1,891,768.43	\$ (168,349.16)	-8.9%
February	2,018,715.34	2,001,532.02	17,183.32	0.9%
March	1,585,616.32	1,565,659.79	19,956.53	1.3%
April	1,604,931.51	1,656,898.57	(51,967.06)	-3.1%
May	-	N/A	N/A	N/A
June	-	N/A	N/A	N/A
July	-	N/A	N/A	N/A
August	-	N/A	N/A	N/A
September	-	N/A	N/A	N/A
October	-	N/A	N/A	N/A
November	-	N/A	N/A	N/A
December	-	N/A	N/A	N/A
<b>Totals</b>	<b>\$ 6,932,682.44</b>	<b>\$ 7,115,858.81</b>	<b>\$ (183,176.37)</b>	<b>-2.6%</b>

Comparison to Budget

Month	Actual	Budget	\$ Variance	% Variance
January	\$ 1,723,419.27	\$ 1,805,940.60	\$ (82,521.33)	-4.6%
February	2,018,715.34	2,077,795.05	(59,079.71)	-2.8%
March	1,585,616.32	1,620,688.33	(35,072.01)	-2.2%
April	1,604,931.51	1,623,133.46	(18,201.95)	-1.1%
May	-	N/A	N/A	N/A
June	-	N/A	N/A	N/A
July	-	N/A	N/A	N/A
August	-	N/A	N/A	N/A
September	-	N/A	N/A	N/A
October	-	N/A	N/A	N/A
November	-	N/A	N/A	N/A
December	-	N/A	N/A	N/A
<b>Totals</b>	<b>\$ 6,932,682.44</b>	<b>\$ 7,127,557.44</b>	<b>\$ (194,875.00)</b>	<b>-2.7%</b>

\*The 2025 Budget for County Sales Tax is \$21,888,782

City of Jonesboro, Arkansas  
 Combined State Turnback Report (Cash Basis)  
 2025

Historical Data

Month	2025	2024	2023	2022
January	\$ 733,915.54	\$ 703,774.94	\$ 722,130.46	\$ 725,110.11
February	\$ 641,522.03	664,698.70	659,466.69	639,323.60
March	\$ 553,014.23	575,268.79	546,400.33	546,128.55
April	\$ 630,471.98	614,740.56	644,691.01	628,690.16
May	\$ -	656,433.52	607,380.40	633,804.95
June	\$ -	644,692.04	646,793.33	618,379.61
July	\$ -	775,499.47	851,313.69	880,833.40
August	\$ -	616,409.61	609,925.44	663,025.33
September	\$ -	644,063.82	660,774.12	647,169.88
October	\$ -	539,555.24	645,402.15	658,112.49
November	\$ -	604,855.02	605,648.19	651,637.64
December	\$ -	589,908.19	623,165.05	663,991.34
<b>Totals</b>	<b>\$ 2,558,923.78</b>	<b>\$ 7,629,899.90</b>	<b>\$ 7,823,090.86</b>	<b>\$ 7,956,207.06</b>

Comparison to Previous Periods

Month	Current	Prior	\$ Variance	% Variance
January	\$ 733,915.54	\$ 703,774.94	\$ 30,140.60	4.3%
February	641,522.03	664,698.70	\$ (23,176.67)	-3.5%
March	553,014.23	575,268.79	\$ (22,254.56)	-3.9%
April	630,471.98	614,740.56	\$ 15,731.42	2.6%
May	-	N/A	N/A	N/A
June	-	N/A	N/A	N/A
July	-	N/A	N/A	N/A
August	-	N/A	N/A	N/A
September	-	N/A	N/A	N/A
October	-	N/A	N/A	N/A
November	-	N/A	N/A	N/A
December	-	N/A	N/A	N/A
<b>Totals</b>	<b>\$ 2,558,923.78</b>	<b>\$ 2,558,482.99</b>	<b>\$ 440.79</b>	<b>0.0%</b>

Comparison to Budget

Month	Actual	Budget	\$ Variance	% Variance
January	\$ 733,915.54	\$ 727,730.91	\$ 6,184.63	0.8%
February	641,522.03	653,016.97	\$ (11,494.94)	-1.8%
March	553,014.23	565,171.52	\$ (12,157.29)	-2.2%
April	630,471.98	623,608.64	\$ 6,863.34	1.1%
May	-	N/A	N/A	N/A
June	-	N/A	N/A	N/A
July	-	N/A	N/A	N/A
August	-	N/A	N/A	N/A
September	-	N/A	N/A	N/A
October	-	N/A	N/A	N/A
November	-	N/A	N/A	N/A
December	-	N/A	N/A	N/A
<b>Totals</b>	<b>\$ 2,558,923.78</b>	<b>\$ 2,569,528.05</b>	<b>\$ (10,604.27)</b>	<b>-0.4%</b>

\*The 2025 Combined Turnback Budget is \$7,925,652

City of Jonesboro, Arkansas  
 General Turnback Report (Cash Basis)  
 2025

Historical Data

Month	2025	2024	2023	2022
January	\$ 158,841.75	\$ 158,866.78	\$ 154,090.08	\$ 154,195.42
February	\$ 80,488.75	80,517.41	75,733.77	75,785.70
March	\$ 80,488.75	80,517.41	75,733.77	75,785.70
April	\$ 80,473.83	80,517.41	75,733.77	75,785.70
May		80,517.41	75,733.77	75,785.70
June		80,515.22	71,867.19	75,785.70
July		220,046.27	272,670.16	272,507.08
August		64,992.77	71,016.33	63,515.60
September		80,511.59	80,527.52	75,785.70
October		80,511.59	80,527.44	75,785.70
November		80,511.59	80,527.44	75,750.67
December		80,511.59	80,527.44	75,750.67
<b>Totals</b>	<b>\$ 400,293.08</b>	<b>\$ 1,168,537.04</b>	<b>\$ 1,194,688.68</b>	<b>\$ 1,172,219.34</b>

Comparison to Previous Periods

Month	Current	Prior	\$ Variance	% Variance
January	\$ 158,841.75	\$ 158,866.78	\$ (25.03)	0.0%
February	80,488.75	80,517.41	\$ (28.66)	0.0%
March	80,488.75	80,517.41	\$ (28.66)	0.0%
April	80,473.83	80,517.41	\$ (43.58)	-0.1%
May	-	N/A	N/A	N/A
June	-	N/A	N/A	N/A
July	-	N/A	N/A	N/A
August	-	N/A	N/A	N/A
September	-	N/A	N/A	N/A
October	-	N/A	N/A	N/A
November	-	N/A	N/A	N/A
December	-	N/A	N/A	N/A
<b>Totals</b>	<b>\$ 400,293.08</b>	<b>\$ 400,419.01</b>	<b>\$ (125.93)</b>	<b>0.0%</b>

Comparison to Budget

Month	Actual	Budget	\$ Variance	% Variance
January	\$ 158,841.75	\$ 156,833.52	\$ 2,008.23	1.3%
February	80,488.75	77,146.55	\$ 3,342.20	4.3%
March	80,488.75	77,147.46	\$ 3,341.29	4.3%
April	80,473.83	74,812.40	\$ 5,661.43	7.6%
May	-	N/A	N/A	N/A
June	-	N/A	N/A	N/A
July	-	N/A	N/A	N/A
August	-	N/A	N/A	N/A
September	-	N/A	N/A	N/A
October	-	N/A	N/A	N/A
November	-	N/A	N/A	N/A
December	-	N/A	N/A	N/A
<b>Totals</b>	<b>\$ 400,293.08</b>	<b>\$ 385,939.93</b>	<b>\$ 14,353.15</b>	<b>3.7%</b>

\*The 2025 General Turnback Budget is \$1,195,652

\*January includes Property Tax Relief Distributions. July includes lending from the Budget Stabilization Trust Fund

City of Jonesboro, Arkansas  
Street Turnback Report (Cash Basis)  
2025

Historical Data

Month	2025	2024	2023	2022
January	\$ 575,073.79	\$ 544,908.16	\$ 568,040.38	\$ 570,914.69
February	\$ 561,033.28	584,181.29	583,732.92	563,537.90
March	\$ 472,525.48	494,751.38	470,666.56	470,342.85
April	\$ 549,998.15	534,223.15	568,957.24	552,904.46
May		575,916.11	531,646.63	558,019.25
June		564,176.82	574,926.14	542,593.91
July		555,453.20	578,643.53	608,326.32
August		551,416.84	538,909.11	599,509.73
September		563,552.23	580,246.60	571,384.18
October		459,043.65	564,874.71	582,326.79
November		524,343.43	525,120.75	575,886.97
December		509,396.60	542,637.61	588,240.67
<b>Totals</b>	<b>\$ 2,158,630.70</b>	<b>\$ 6,461,362.86</b>	<b>\$ 6,628,402.18</b>	<b>\$ 6,783,987.72</b>

Comparison to Previous Periods

Month	Current	Prior	\$ Variance	% Variance
January	\$ 575,073.79	\$ 544,908.16	\$ 30,165.63	5.5%
February	561,033.28	584,181.29	(23,148.01)	-4.0%
March	472,525.48	494,751.38	(22,225.90)	-4.5%
April	549,998.15	534,223.15	\$ 15,775.00	3.0%
May	-	N/A	N/A	N/A
June	-	N/A	N/A	N/A
July	-	N/A	N/A	N/A
August	-	N/A	N/A	N/A
September	-	N/A	N/A	N/A
October	-	N/A	N/A	N/A
November	-	N/A	N/A	N/A
December	-	N/A	N/A	N/A
<b>Totals</b>	<b>\$ 2,158,630.70</b>	<b>\$ 2,158,063.98</b>	<b>\$ 566.72</b>	<b>0.0%</b>

Comparison to Budget

Month	Actual	Budget	\$ Variance	% Variance
January	\$ 575,073.79	\$ 570,897.39	\$ 4,176.40	0.7%
February	561,033.28	575,870.42	(14,837.14)	-2.6%
March	472,525.48	488,024.06	(15,498.58)	-3.2%
April	549,998.15	548,796.25	1,201.90	0.2%
May	-	N/A	N/A	N/A
June	-	N/A	N/A	N/A
July	-	N/A	N/A	N/A
August	-	N/A	N/A	N/A
September	-	N/A	N/A	N/A
October	-	N/A	N/A	N/A
November	-	N/A	N/A	N/A
December	-	N/A	N/A	N/A
<b>Totals</b>	<b>\$ 2,158,630.70</b>	<b>\$ 2,183,588.12</b>	<b>\$ (24,957.42)</b>	<b>-1.1%</b>

\*The 2025 Budget for Street Turnback is \$6,730,000

City of Jonesboro, Arkansas  
 Fuel Purchases Report (Cash Basis)  
 2025

Comparison of Fuel Purchases vs. Prior Year

MONTH	Current Year Fuel	Previous Year Fuel	\$ Variance	% Variance
January	\$ 75,785.89	\$ 73,436.85	\$ 2,349.04	3.2%
February	84,985.42	105,302.55	(20,317.13)	-19.3%
March	138,188.00	127,484.17	10,703.83	8.4%
April	105,094.37	115,466.28	(10,371.91)	-9.0%
May	N/A	107,670.50	N/A	N/A
June	N/A	129,220.53	N/A	N/A
July	N/A	101,881.76	N/A	N/A
August	N/A	115,582.11	N/A	N/A
September	N/A	138,001.35	N/A	N/A
October	N/A	99,186.44	N/A	N/A
November	N/A	130,238.26	N/A	N/A
December	N/A	89,186.82	N/A	N/A
<b>YTD Total</b>	<b>\$ 404,053.68</b>	<b>\$ 1,332,657.62</b>	<b>\$ (17,636.17)</b>	<b>-4.2%</b>

Comparison of Fuel Purchases in Gallons

MONTH	Current Year Gallons	Prior Year Gallons	Variance	% Variance
January	31,817	28,737	3,080	10.7%
February	33,732	40,903	(7,170)	-17.5%
March	53,438	46,651	6,787	14.5%
April	41,993	38,301	3,693	9.6%
May	N/A	35,957	N/A	N/A
June	N/A	46,822	N/A	N/A
July	N/A	38,218	N/A	N/A
August	N/A	41,676	N/A	N/A
September	N/A	51,427	N/A	N/A
October	N/A	41,006	N/A	N/A
November	N/A	52,010	N/A	N/A
December	N/A	38,282	N/A	N/A
<b>YTD Total</b>	<b>160,981</b>	<b>499,987</b>	<b>6,390</b>	<b>4.1%</b>

Comparison of Average Price per Gallon of Fuel Purchased

MONTH	Gasoline		Diesel	
	Current Year	Prior Year	Current Year	Prior Year
January	\$ 2.36	\$ 2.46	\$ 2.43	\$ 2.82
February	2.52	2.45	2.52	2.75
March	2.64	2.70	2.50	2.81
April	2.50	3.04	2.51	2.94
May	N/A	3.04	N/A	2.81
June	N/A	2.89	N/A	2.61
July	N/A	2.65	N/A	2.73
August	N/A	2.85	N/A	2.63
September	N/A	2.75	N/A	2.53
October	N/A	2.47	N/A	2.33
November	N/A	2.52	N/A	2.46
December	N/A	2.36	N/A	2.28
<b>YTD Average</b>	<b>\$ 2.50</b>	<b>\$ 2.68</b>	<b>\$ 2.49</b>	<b>\$ 2.64</b>

Comparison of Fuel Purchases vs. Budget

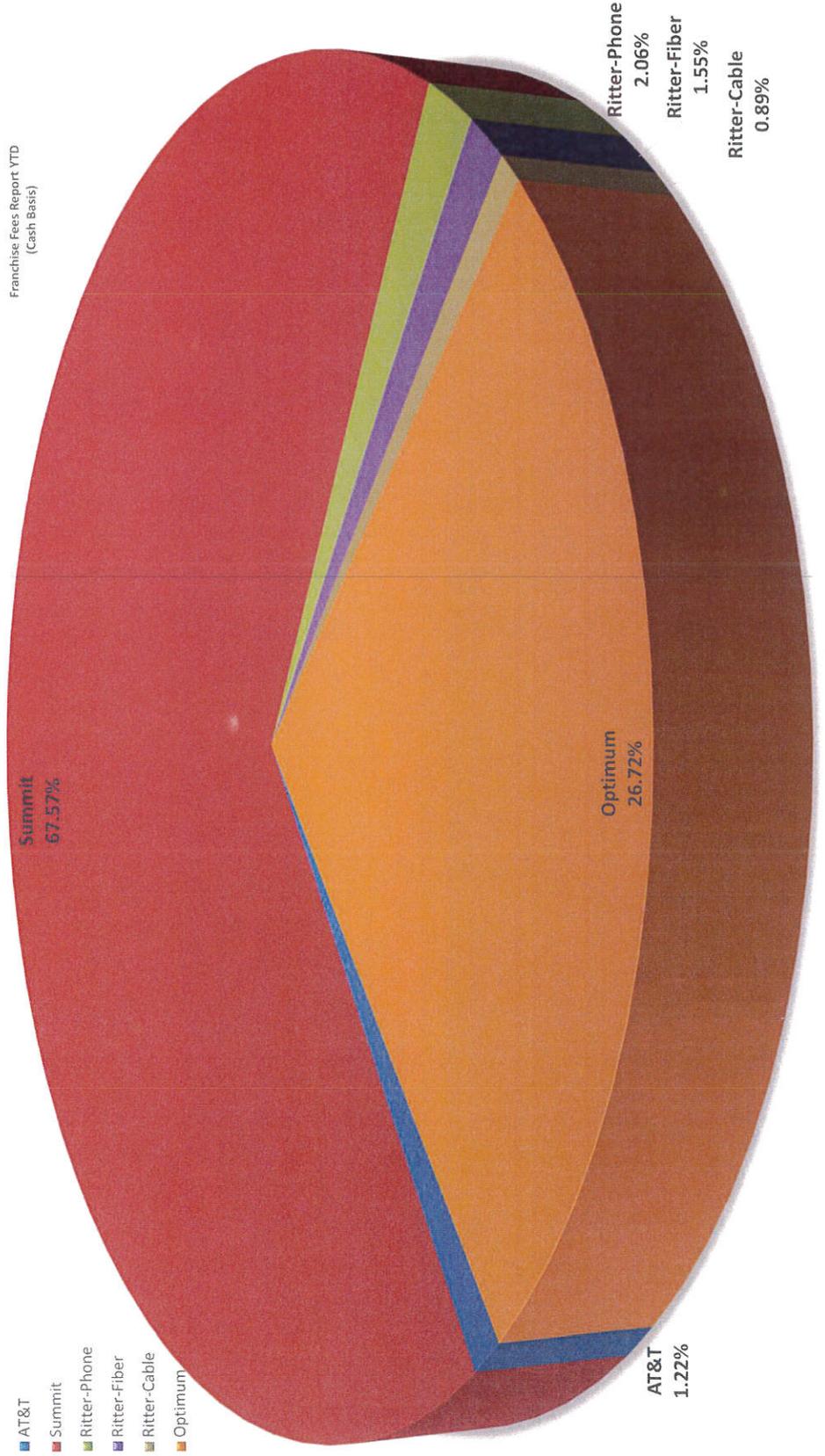
MONTH	Actual	Budget	\$ Variance	% Variance
January	\$ 75,785.89	\$ 128,908.33	\$ (53,122.44)	-41.2%
February	84,985.42	128,908.33	(43,922.91)	-34.1%
March	138,188.00	128,908.33	9,279.67	7.2%
April	105,094.37	128,908.33	(23,813.96)	-18.5%
May	N/A	128,908.33	N/A	N/A
June	N/A	128,908.33	N/A	N/A
July	N/A	128,908.33	N/A	N/A
August	N/A	128,908.33	N/A	N/A
September	N/A	128,908.33	N/A	N/A
October	N/A	128,908.33	N/A	N/A
November	N/A	128,908.33	N/A	N/A
December	N/A	128,908.33	N/A	N/A
<b>YTD Total</b>	<b>\$ 404,053.68</b>	<b>\$ 1,546,900.00</b>	<b>\$ (111,579.65)</b>	<b>-21.6%</b>

\*Timing of bulk fuel purchases may cause large comparison variances

City of Jonesboro, Arkansas  
Franchise Fee Tax Report  
YTD 2025

Months	AT&T	Summit	Ritter-Phone	Ritter-Fiber	Ritter-Cable	Optimum	All Others	Current Year Total	Prior Year Total
January	\$ 2,611.08	\$ 112,711.49	\$ 4,684.82	\$ 3,630.97	\$ 2,017.72	\$ 123,867.71	\$ 659.76	\$ 250,183.55	\$ 243,296.41
February	2,588.81	145,402.72	4,559.58	3,424.84	2,019.16	-	460.53	158,455.64	163,303.14
March	2,917.49	118,356.67	4,569.82	3,377.69	1,933.16	-	463.66	131,618.49	147,160.47
April	2,775.43	226,277.10	4,578.58	3,382.69	1,938.16	114,466.60	618.59	354,037.15	223,454.48
May	-	-	-	-	-	-	-	-	60,521.26
June	-	-	-	-	-	-	-	-	43,802.76
July	-	-	-	-	-	-	-	-	164,040.04
August	-	-	-	-	-	-	-	-	37,674.01
September	-	-	-	-	-	-	-	-	36,631.42
October	-	-	-	-	-	-	-	-	159,668.63
November	-	-	-	-	-	-	-	-	43,834.01
December	-	-	-	-	-	-	-	-	53,497.13
<b>Totals</b>	<b>\$ 10,892.81</b>	<b>\$ 602,747.98</b>	<b>\$ 18,392.80</b>	<b>\$ 13,816.19</b>	<b>\$ 7,908.20</b>	<b>\$ 238,334.31</b>	<b>\$ 2,202.54</b>	<b>\$ 894,294.83</b>	<b>\$ 1,376,883.76</b>

Franchise Fees Report YTD  
(Cash Basis)





Fund 80 - Hotel/Motel 3% Fund Expenditure

Grant Award				
Payee	Description	Date	Check No.	Amount
<b>2024 Grant Awards</b>				
Martin Luther King Commission	MLK Day Parade	1/8/2025	159299	\$ 2,500
Red Wolf Foundation	Athletic Events held in Jonesboro (2024)	2/10/2025	159660	50,000
Crowley's Ridge Cruisers	Annual Car Show	2/10/2025	159580	4,000
NEA Baptist Charitable Foundation	Annual Duck Classic	2/10/2025	159644	10,000
<b>2025 Grant Awards</b>				
Miss Greater Jbr Scholarship Org	Scholarship Pageant	1/8/2025	159300	\$ 2,500
ASU Club Softball	Softball Tournaments and Camps	2/10/2025	159543	10,000
Jets Aquatic Club	Spring Swim Clinic	2/10/2025	159620	25,000
Jonesboro Firefighters Local 3718	Firefighters L3718 Pickle Ball Tournament	2/10/2025	159624	1,000
Delta Symphony Orchestra	Annual Program Support-Qtr 1	2/24/2025	159775	3,750
The Foundation of Arts	Annual Program Support-Qtr 1	2/24/2025	159786	15,000
Downtown Jonesboro Alliance	Annual Program Support-Qtr 1	2/24/2025	159779	6,250
Hispanic Community Services	Annual Program Support-Qtr 1	2/24/2025	159798	3,000
Phi Beta Sigma (Alumni Chapter)	PBS/Zeta Phi Beta State Meeting	3/10/2025	160029	2,500
Disc Side of Heaven	The Jonesboro Open - Disc Golf Pro Tour	3/10/2025	159980	10,000
Jonesboro Business Association	Jonesboro Crawfish Festival	3/24/2025	160211	2,500
Jonesboro University Heights Lions Club	Pickle Ball Tournament	3/24/2025	160301	1,000
Northside Jonesboro Reunion	2025 Reunion	3/24/2025	160243	2,500
Missouri Arkansas Kiwanis International	2025 Conference	3/24/2025	160231	500
Arkansas Interscholastic Cycling League	NICA Arkansas Regional Race	3/24/2025	160110	15,000
<b>Total Grant Award Expense</b>				<b>\$ 167,000</b>
<b>Administrative Expense</b>				
Payee	Description	Date	Check No.	Amount
Christy Appleton	Administrative	YTD	Check	\$ 4,000
Craig Rickert	Salary+Stipend Expense (50%)	YTD	ACH	18,154
US Gov. & State of Arkansas	FICA (Employer) & Unemployment Taxes	YTD	ACH	1,529
Young Investments	Office Space	YTD	Check	3,900
Travel & Exp Reimb	Detail Available Upon Request	YTD	Check	2,058
Insurance & Licenses	Detail Available Upon Request	YTD	Check	240
Professional Services	Detail Available Upon Request	YTD	Check	15,040
Advertising & Promotion	Detail Available Upon Request	YTD	Check	1,613
Website Hosting/Maint & Design	Detail Available Upon Request	YTD	Check	4,003
A&P Misc Event Sponsorship	Detail Available Upon Request	YTD	Check	2,027
<b>Total Administrative Expense</b>				<b>\$ 52,563</b>
<b>Other</b>				
Payee	Description	Date	Check No.	Amount
JHP/Embassy Suites	2024 Reimbursements (Q4)	1/22/2025	159417	\$ 61,108
JHP/Embassy Suites	2025 Reimbursements (Q1, Q2, Q3)	YTD	Check	49,311
<b>Total Other Expense</b>				<b>\$ 110,419</b>
<b>Total 3% H/M Expense</b>				<b>\$ 329,983</b>

Fund 82 - Prepared Foods Fund Expenditure

Ridge Athletics Center				
Professional Services				
Payee	Description	Date	Check No.	Amount
Victus Advisors	Feasibility Study	1/8/2025	159292	\$ 16,633
Associated Engineering LLC	Survey	4/8/2025	160343	3,500
Waddell Cole & Jones PA	Legal Services	YTD	Check	6,094
Crafton Tull & Associates	Design Services	YTD	Check	80,941
Sports Facilities Advisory LLC	Facility Advisory Services	YTD	Check	167,000
Artents	Sports Complex Groundbreaking Event	3/24/2025	160112	1,553
City of Jonesboro	Quarterly Services Fee	YTD	Transfer	10,000
<b>Total Professional Services</b>				<b>\$ 285,721</b>
Lease Activities				
Payee	Description	Date	Check No.	Amount
JFPB Bond Trustee (Centennial Bank)	Prepaid Debt Service Reserve	4/11/2025	Transfer	\$ 4,733,643
Jonesboro Public Facilities Board	Monthly Lease			-
<b>Total Lease Activities</b>				<b>\$ 4,733,643</b>
<b>Total Ridge Athletics Center Expense</b>				<b>\$ 5,019,364</b>
Administrative Expense				
Payee	Description	Date	Check No.	Amount
Craig Rickert	Salary+Stipend Expense (50%)	YTD	ACH	\$ 18,154
US Gov. & State of Arkansas	FICA (Employer) & Unemployment Taxes	YTD	ACH	1,389
Travel & Exp Reimb	Detail Available Upon Request	YTD	Check	1,212
Advertising & Promotion	Detail Available Upon Request	YTD	Check	500
Dues & Subscriptions	Detail Available Upon Request	YTD	Check	3,214
<b>Total Administrative Expense</b>				<b>\$ 24,468</b>

City of Jonesboro, Arkansas  
 Alcoholic Beverage Tax Comparison To Prior Year  
 April 2025

	January	February	March	April	May	June	6-Month Totals
TOTALS	\$ 63,917.48	\$ 52,519.46	\$ 57,409.05	\$ 63,261.68	N/A	N/A	\$ 237,107.67

	July	August	September	October	November	December	YTD Totals
TOTALS	N/A	N/A	N/A	N/A	N/A	N/A	\$ 237,107.67

	Current Year Month	Prior Year Month	\$ Variance	% Variance
TOTALS	\$ 63,261.68	\$ 67,880.53	\$ (4,618.85)	-6.8%

	YTD Current Year	YTD Previous Year	\$ Variance	% Variance
TOTALS	\$ 237,107.67	\$ 249,705.21	\$ (12,597.54)	-5.0%

## Fixed Assets

### Monthly Asset Report - April 2025

Asset	Purchased	Dept	Description	Orig Cost
01-101-11945	04-08-2025	02Police	Computer Dell G167630 laptop w/ dock	2,346.48
01-101-11946	04-09-2025	02Police	2024 Ford Explorer SUV Upfitted - White	60,967.58
01-101-11947	04-09-2025	02Police	2024 Ford Explorer SUV Upfitted - White	60,967.58
01-101-11948	04-09-2025	02Police	2024 Ford Explorer SUV Upfitted - White	60,967.58
01-101-11949	04-09-2025	02Police	2024 Ford Explorer SUV Upfitted - White	60,967.58
01-101-11950	04-09-2025	02Police	2024 Ford Explorer SUV Upfitted - White	60,967.58
01-101-11951	04-09-2025	02Police	2024 Ford Explorer SUV Upfitted - White	60,967.58
01-101-11952	04-22-2025	02Police	8 x 16 cabin building with 2 run dog kennel	8,132.62
01-101-11953	04-22-2025	02Police	Radio Motorola APX next Radio w/ software programming - NASPO	8,455.23
01-101-11954	04-22-2025	02Police	Radio Motorola APX next Radio w/ software programm	8,455.23
01-101-11955	04-22-2025	02Police	Radio Motorola APX next Radio w/ software programm	8,455.23
01-101-11956	04-22-2025	02Police	Radio Motorola APX next Radio w/ software programm	8,455.23
01-101-11957	04-22-2025	02Police	Radio Motorola APX next Radio w/ software programm	8,455.23
01-101-11958	04-22-2025	02Police	Radio Motorola APX next Radio w/ software programm	8,455.23
			Police	427,015.96
01-102-1526	04-22-2025	03Fire	Air Compressor Mako 6000 PSI system Fill Station as per Quote	46,681.20
01-102-1527	04-22-2025	03Fire	Scott X3 Pro Air-Pak	7,961.64
01-102-1528	04-22-2025	03Fire	Scott X3 Pro Air-Pak	7,961.64
01-102-1529	04-22-2025	03Fire	Scott X3 Pro Air-Pak	7,961.64
01-102-1530	04-22-2025	03Fire	Scott X3 Pro Air-Pak	7,961.64
01-102-1531	04-22-2025	03Fire	Scott X3 Pro Air-Pak	7,961.64
01-102-1532	04-22-2025	03Fire	Scott X3 Pro Air-Pak	7,961.64
01-102-1533	04-22-2025	03Fire	Scott X3 Pro Air-Pak	7,961.64
01-102-1534	04-22-2025	03Fire	Scott X3 Pro Air-Pak	7,961.64
01-102-1535	04-22-2025	03Fire	Scott X3 Pro Air-Pak	7,961.64
01-102-1536	04-22-2025	03Fire	Scott X3 Pro Air-Pak	7,961.64
01-102-1537	04-22-2025	03Fire	Scott X3 Pro Air-Pak	7,961.64
01-102-1538	04-22-2025	03Fire	Scott X3 Pro Air-Pak	7,961.64
			Fire	142,220.88
02-101-1350	04-08-2025	51Eng	Copy Machine Sharp BP70C45 - 45 CPM Engineering	7,127.37 7,127.37
03-100-2019	04-09-2025	60Sanit	2025 International MV607 11 yd Pack Rat Sanitation - Administration	180,264.00 180,264.00
05-100-2907	04-08-2025	80Park	Mower Lazer E 60" Zero Turn w/ accessories	12,247.00
05-100-2908	04-08-2025	80Park	Mower Lazer E 60" Zero Turn w/ accessories	12,247.00
05-100-2909	04-08-2025	80Park	Golf Cart 2024 RXV E-Z-Go Gas	7,995.00

05-100-2910	04-08-2025	80Park	Golf Cart 2024 Valor E-Z-Go Gas - CFP	7,995.00
05-100-2911	04-08-2025	80Park	Floor Scrubber Sentry 202T for Comm Centers	5,505.73
05-100-2912	04-08-2025	80Park	Floor Scrubber Sentry 202T for Comm Centers	5,505.73
05-100-2913	04-08-2025	80Park	Surface Cleaner Karcher Jarvis SCW-4.0/40 G	5,090.16
05-100-2914	04-08-2025	80Park	Groomer ABI Force 2235 Zero Turn	32,495.00
05-100-2915	04-08-2025	80Park	Blower Buffalo Cyclone KB6 Turbine for Range Parks - Administration	10,824.00 99,904.62
Totals				856,532.83

**Non-Uniform 401(a) Defined Contribution & 457(b) Retirement Savings Plans - Fund 21**

**Changes in Position**

**2025 Year to Date**

Activity	January	February	March	April	May	June	Mid-Year
<b>Beginning Balance</b>	<b>\$7,528,207.34</b>	<b>\$7,620,154.95</b>	<b>\$7,621,118.25</b>	<b>\$7,475,320.91</b>	<b>\$7,518,657.53</b>	<b>\$7,518,657.53</b>	<b>\$7,528,207.34</b>
<b>Additions:</b>							
Employer Contributions	32,841.94	47,332.71	31,255.48	31,074.39			142,504.52
Employee Contributions	39,160.94	56,999.01	37,844.14	37,947.01			171,951.10
Other Additions	(6,283.76)	8,291.91	9,004.45	9,692.33			20,704.93
<b>Total Additions</b>	<b>65,719.12</b>	<b>112,623.63</b>	<b>78,104.07</b>	<b>78,713.73</b>	<b>-</b>	<b>-</b>	<b>335,160.55</b>
<b>Deductions:</b>							
Plan Distributions	178,509.29	86,544.87	8,057.06	57,832.59			330,943.81
Administrative Expenses	10,767.59	2,858.60	3,224.30	10,420.26			27,270.75
Other Deductions	-	-	-	-	-	-	-
<b>Total Deductions</b>	<b>189,276.88</b>	<b>89,403.47</b>	<b>11,281.36</b>	<b>68,252.85</b>	<b>-</b>	<b>-</b>	<b>358,214.56</b>
<b>Adjustments:</b>							
Unrealized Investment Gain(Loss)	215,505.37	(22,256.86)	(212,620.05)	32,875.74			13,504.20
Other Adjustments	-	-	-	-	-	-	-
<b>Total Adjustments</b>	<b>215,505.37</b>	<b>(22,256.86)</b>	<b>(212,620.05)</b>	<b>32,875.74</b>	<b>-</b>	<b>-</b>	<b>13,504.20</b>
<b>Ending Balance</b>	<b>7,620,154.95</b>	<b>\$7,621,118.25</b>	<b>\$7,475,320.91</b>	<b>\$7,518,657.53</b>	<b>\$7,518,657.53</b>	<b>\$7,518,657.53</b>	<b>7,518,657.53</b>

Activity	July	August	September	October	November	December	Y-T-D
<b>Beginning Balance</b>	<b>\$7,518,657.53</b>	<b>\$7,518,657.53</b>	<b>\$7,518,657.53</b>	<b>\$7,518,657.53</b>	<b>\$7,518,657.53</b>	<b>\$7,518,657.53</b>	<b>\$7,528,207.34</b>
<b>Additions:</b>							
Employer Contributions							142,504.52
Employee Contributions							171,951.10
Other Additions							20,704.93
<b>Total Additions</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>335,160.55</b>
<b>Deductions:</b>							
Plan Distributions							330,943.81
Administrative Expenses							27,270.75
Other Deductions	-	-	-	-	-	-	-
<b>Total Deductions</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>358,214.56</b>
<b>Total Deductions</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>385,485.31</b>
<b>Adjustments:</b>							
Unrealized Investment Gain(Loss)							13,504.20
Other Adjustments	-	-	-	-	-	-	-
<b>Total Adjustments</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>13,504.20</b>
<b>Ending Balance</b>	<b>7,518,657.53</b>	<b>\$7,518,657.53</b>	<b>\$7,518,657.53</b>	<b>\$7,518,657.53</b>	<b>\$7,518,657.53</b>	<b>\$7,518,657.53</b>	<b>\$7,518,657.53</b>

\*Effective September 2024, the 457(b) plan is now accounted for in Fund 21 reflecting the total defined contribution & retirement savings plans for Non-Uniform emp.

\*The assigned Trustee is First Security Bank. The recordkeeper is Milliman, Inc.

**Non-Uniform Pension Account  
Changes in Position  
2025 Year to Date**

Activity	January	February	March	April	May	June	Mid-Year
Beginning Balance	\$10,627,421.56	\$10,825,480.72	\$10,843,492.15	\$10,565,201.74	\$10,539,479.26	\$10,539,479.26	\$10,627,421.56
<b>Additions:</b>							
Employer Contributions	-	-	-	-	-	-	-
Other Additions	2,838.33	2,458.15	2,134.37	1,676.01			9,106.86
<b>Total Additions</b>	<b>2,838.33</b>	<b>2,458.15</b>	<b>2,134.37</b>	<b>1,676.01</b>	-	-	<b>9,106.86</b>
<b>Deductions:</b>							
Pension Benefits	42,928.50	46,885.44	44,963.94	44,963.94			179,741.82
Administrative Expenses	4,189.96	993.54	994.47	2,082.37			8,260.34
Other Deductions	-	-	-	-	-	-	-
<b>Total Deductions</b>	<b>47,118.46</b>	<b>47,878.98</b>	<b>45,958.41</b>	<b>47,046.31</b>	-	-	<b>188,002.16</b>
<b>Adjustments:</b>							
Unrealized Investment Gain(Loss)	242,339.29	63,432.26	(234,466.37)	19,647.82			90,953.00
Other Adjustments	-	-	-	-	-	-	-
<b>Total Adjustments</b>	<b>242,339.29</b>	<b>63,432.26</b>	<b>(234,466.37)</b>	<b>19,647.82</b>	-	-	<b>90,953.00</b>
Ending Balance	\$10,825,480.72	\$10,843,492.15	\$10,565,201.74	\$10,539,479.26	\$10,539,479.26	\$10,539,479.26	\$10,539,479.26

Activity	July	August	September	October	November	December	Y-T-D
Beginning Balance	\$10,539,479.26	\$10,539,479.26	\$10,539,479.26	\$10,539,479.26	\$10,539,479.26	\$10,539,479.26	\$10,627,421.56
<b>Additions:</b>							
Employer Contributions	-	-	-	-	-	-	-
Other Additions							9,106.86
<b>Total Additions</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>9,106.86</b>
<b>Deductions:</b>							
Pension Benefits							179,741.82
Administrative Expenses							8,260.34
Other Deductions	-	-	-	-	-	-	-
<b>Total Deductions</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>188,002.16</b>
<b>Adjustments:</b>							
Unrealized Investment Gain(Loss)							90,953.00
Other Adjustments	-	-	-	-	-	-	-
<b>Total Adjustments</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>90,953.00</b>
Ending Balance	\$10,539,479.26	\$10,539,479.26	\$10,539,479.26	\$10,539,479.26	\$10,539,479.26	\$10,539,479.26	\$10,539,479.26

\*The Non-Uniform pension account is the old pension plan. Funds are managed by PRINCIPAL & STEPHENS.

City of Jonesboro  
 ARPA Restricted Revenue Replacement Fund Schedule  
 April 2025

Schedule of Activity		Annual Activity
Funding	Amount	
2024 Carryover Funding	8,627,165	

Project	Appropriation	2025	Total Activity	Remaining Amount
Demolition of 100 W. Washington	3,250,000	457,771	457,771	2,792,229
Mosquito Abatement	139,604		-	139,604
Aquatic Feature - Ridge Athletics Center	3,200,000		-	3,200,000
Humanitarian	500,000	16,777	16,777	483,223
<b>Total</b>	<b>7,089,604</b>	<b>474,549</b>	<b>474,549</b>	<b>6,615,055</b>
<b>Unappropriated Funding</b>		<b>1,537,561</b>		

Schedule of ARPA Replacement Restricted Fund Availability

ARPA Revenue Replacement Funding	8,627,165
ARPA Revenue Replacement Appropriations	7,089,604
<b>Unappropriated ARPA Revenue Replacement Funds</b>	<b>1,537,561</b>
ARPA Revenue Replacement Appropriations	7,089,604
ARPA Revenue Replacement Expenditures	474,549
<b>Unexpended ARPA Revenue Replacement Appropriations</b>	<b>6,615,055</b>
Unappropriated ARPA Revenue Replacement Funds	1,537,561
Unexpended ARPA Revenue Replacement Appropriations	6,615,055
<b>Remaining Balance</b>	<b>8,152,617</b>

City of Jonesboro  
Schedule of Capital Improvement Funds  
April 2025

Capital Improvement Detail by Project

Department	Description	2024 Carryover	Remaining Grant/ Other	2025 Budget	Bud Amend, Contr Appr, Sch Adj	Revenue/ Donation	Total Funding	2025 Activity	Open PO Remaining	\$ Remaining
<b>General Fund Supported Projects</b>										
Grants	University Heights Trail	1,709,908	316,000				2,025,908		13,840	2,012,068
	Downtown to A-State	976,438					976,438	252,508	729,803	(5,873)
Parks Admin	Parks Master Plan	1,357,453		300,000			1,657,453			1,657,453
	Parks Security Camera Upgrade	31,745					31,745	3,388		28,357
Softball	Field 10 Flip	2,172					2,172		10,082	(7,910)
Urban Parks	Various Park Improvements	14,590		300,000			314,590	27,387	27,605	259,598
	New Park (Pocket/Neighborhood)	32,691		300,000			332,691			332,691
	Dog Park & Other	-					-			-
	Disciple Park	-	798,976		1,129,675	100,000	2,028,651	217,713	243,800	1,567,138
CFP	Walking Trail Lights	144,000			23,748		167,748	153,020	45,362	(30,634)
	50 Spot Parking Lot	381,574					381,574			381,574
	Overlay Back Half of Loop Road	167,385					167,385			167,385
	Trail Spur from Entrance	23,748			(23,748)		-			-
JMC	Soccer Field Imp/Artificial Turf	116,105					116,105	107,701	8,404	(0)
	Concession Siding	29,100					29,100		29,100	-
Admin	Welcome Signs	12,309					12,309			12,309
Comm Ctr	Winter Wonderland	22,253					22,253	20,250		2,003
	Allen Park Playground	514,823	190,000				704,823		521,824	182,999
	Parker Park Pool	24,970					24,970	19,021	2,977	2,972
SSC	Shooting Range (All)	167,661					167,661		189,860	(22,199)
<b>Total General Fund Projects</b>		<b>\$5,728,925</b>	<b>\$1,304,976</b>	<b>\$900,000</b>	<b>\$1,129,675</b>	<b>\$100,000</b>	<b>\$9,163,576</b>	<b>\$800,988</b>	<b>\$1,822,656</b>	<b>\$6,539,932</b>
<b>Street Fund Supported Projects</b>										
Engineering	Misc. Drainage Projects	-		500,000			500,000	5,224		494,776
	NEA Development (NEAIDC)	-		171,250			171,250			171,250
	Misc Street Projects	36,775		500,000			536,775	83,842	64,552	388,381
	Sidewalks/Misc Concrete	-		500,000			500,000	236,990		263,010
	Cway/Prkr/Fox Mead-ROW/Util	28,324					28,324	30,774	3,940	(6,390)
	Railroad Maintenance	-		400,000			400,000	30,747	64,238	305,014
	AHTD100657 MLK Extension	38,000					38,000		38,000	(0)
	AHTD100881 Hwy 1-B Widening	51,545					51,545	10,005	41,540	(0)
	AHTD100879 49/I555-49/Parker	47,741					47,741		34,627	13,114
	Street Overlays	324,486		1,000,000			1,324,486	285,627	973,053	65,805
	<b>Total Street Fund Projects</b>		<b>\$526,871</b>	<b>\$0</b>	<b>\$3,071,250</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,598,121</b>	<b>\$683,209</b>	<b>\$1,219,951</b>
<b>Total Capital Improvement</b>		<b>\$6,255,796</b>	<b>\$1,304,976</b>	<b>\$3,971,250</b>	<b>\$1,129,675</b>	<b>\$100,000</b>	<b>\$12,761,697</b>	<b>\$1,484,196</b>	<b>\$3,042,607</b>	<b>\$8,234,893</b>

Name	Application Date	Status	Customer #	License Type	Location	Contact Address	City, State	Zip Code	Phone	Email
Bear Construction LLC	4/22/2025	Partial	24797	Sub-Contractor	536 W. Matthews	536 W. Matthews Avenue	Jonesboro AR	72401	(870) 316-2164	chiqillagiza@hotmail.com
Big Time Roofing and Gutter	4/11/2025	Active	24785	Sub-Contractor	4310 Makala Lane #288	4310 Makala Lane #288	Jonesboro AR	72404	(870) 278-5205	nashwintersroofing@gmail.com
CN Framing LLC	4/22/2025	Partial	24798	Sub-Contractor	301 Gilbert St	301 Gilbert Street	Jonesboro AR	72401	(870) 351-8399	
D'licias LLC	4/29/2025	Active	24802	Delicatessen-Take out	301 Burke Ave	2920 Frie Lane	Jonesboro AR	72401	(870) 931-2805	lulumariatello@gmail.com
Esthetics by Kaytlyn	4/7/2025	Active	24783	Beauty & Barbe Shops-Salons	534 W Washington	109 Leonard Drive	Bono AR	72416	(870) 926-8310	beautybykaytlyn@gmail.com
Exclusive Market	4/21/2025	Active	24792	Inventory Based Businesses	361 Southwest DR #171	631 Warner	Jonesboro AR	72401	(870) 359-4315	exclusivemarket2022@gmail.com
Grass Titan Lawn Care LLC	4/3/2025	Active	24782	Yard Work	1309 Mabrey Ln	1309 Mabrey Ln	Jonesboro AR	72405	(870) 623-0678	Grasstitan1@gmail.com
Hampton Home Maint & Lawn Care	4/11/2025	Active	24787	Sub-Contractor	6513 Merril Dr	6513 Merril Dr	Jonesboro AR	72404	(870) 243-5494	allenscotthampton@gmail.com
Holdenger LLC	4/11/2025	Active	24786	Medical Laboratories	901 Osler Dr #C	dba OC Kinetix 901 Osler Dr. #C	Jonesboro AR	72401	(870) 222-0203	chris.enger@qckinetix.com
Jaycon Development Corp	4/17/2025	Active	24791	General Contractor	Outside Jonesboro	4269 Pidgeon Roost Road	Memphis TN	38118	(901) 794-4134	jaycondevco@aol.com
LTTT Transportation	4/3/2025	Partial	24781	Auto Dealer - Used	234 S Main St	PO Box 1617	Jonesboro AR	72401	(870) 930-7611	john.frankel@jhillburpartner.com
Lunch Box	4/11/2025	Active	24788	Delicatessen-Take out	3711 E Highland Dr	910 Brownwood Circle	Jonesboro AR	72404	(870) 351-8349	triplekxustomz870@yahoo.com
Murray Customs and Outdoors	4/28/2025	Active	24801	Computer Business-Online Incd	4416 Kellers Chapels Rd	4416 Kellers Chapel Rd	Jonesboro AR	72404	(870) 450-2700	mariceamiamurray@gmail.com
Panda Express #3861	4/25/2025	Active	24800	Restaurant-041 to 075 seats	2020 Fair Park Blvd	1683 Walnut Grove Ave	Rosemond CA	91770	(870)641-2666	permits@pandarg.com
Rivas Flooring	4/10/2025	Active	24784	Sub-Contractor	1330 W Monroe	1330 W Monroe Ave	Jonesboro AR	72401	(870) 897-3758	rivasfloor1988@gmail.com
Sayago Remodeling	4/22/2025	Active	24796	Sub-Contractor	2909 Willow Road	2909 Willow Road	Jonesboro AR	72401	(870) 340-9060	asayago15@gmail.com
Sloan Ashbranner DDS	4/22/2025	Partial	24793	Dentist	620 Southwest Drive	Delta Oral Maxillofacial and Implant Surgery	Jonesboro AR	72401	(479) 871-2051	os@deltaoms.com
Sports Floors Inc	4/23/2025	Active	24799	Sub-Contractor	Outside Jonesboro	The Davis Robinson Group Inc 6651 Reese Rd	Memphis TN	38133	(901) 452-9492	heather@sportsfloorsinc.com
Tobar Roofing & Remodeling LLC	4/22/2025	Active	24795	Sub-Contractor	805 Gwen St	608 N. 9th Street	Paragould AR	72450	(870) 476-6816	abrahanthobar@gmail.com
Verveba Telecom	4/16/2025	Active	24789	Service Professional Not Classified	Outside Jonesboro	2435 N. Central Expwy #1350	Richardson TX	75080	(214) 995-0615	brian.greenwell@verveba.com

20 Total